

0538

BOX:

244

FOLDER:

2378

DESCRIPTION:

Garrett, Henry

DATE:

01/14/87



2378

Witness
Rosalia Charpentier
Eugenie Charpentier
Mary Isaacall

1887
Filed 14 day of May
Pleads Not Guilty.
Counsel,
Messrs. Palmer & Co.,
Hudson.

THE PEOPLE of

the County of
Hudson

Henry D. Garrett

INDICTMENT.
Grand Jurors
[See 528 and 530, Code]

~~Read by the Court~~

72 Apr 7/87 District Attorney.
Indictment. At 22.

A True Bill.

Chas. B. Fiske

Foreman.

S. P. Six years.
Apr 22nd 1887.

Rec. Jan York Chr. 2, 1887 of John Charles
Clerk - the balance of my exhibit in the
case of the People v Henry D. Garrett
Drops the charge

0539

Witness
Rosalie Charpentier
Eugenie Charpentier
Mary Caswell

at 160
Maggie Palmer, Captain, Haddock
Counsel.
Filed 14 day of May 1887
Pleads Not Guilty.
THE PEOPLE
vs
Henry D. Garrett
INDICTMENT.
Grand Jurors of the County of [illegible] State of [illegible]
[Sec. 528 and 530 Penal Code]

~~Read Subscribed~~
at 2 Apr 7/87 District Attorney.
Subscribed. at 22.

A True Bill.
Chas. B. Fiske
Foreman.

21. Six years.
Apr 22nd 1887.

Rec. when you Mr. 2, 1887 of the Clerk
look - the balance of my rights in the
case of the People vs Henry D. Garrett
Doris Charpentier

STENOGRAPHER'S MINUTES.

2nd

District Police Court.

THE PEOPLE, &c, IN COMPLAINT OF

R. Charpentier

vs. H. V. Garrett

BEFORE HON.

Jacob M. Patterson

POLICE JUSTICE,

Nov 26th 188

APPEARANCES:

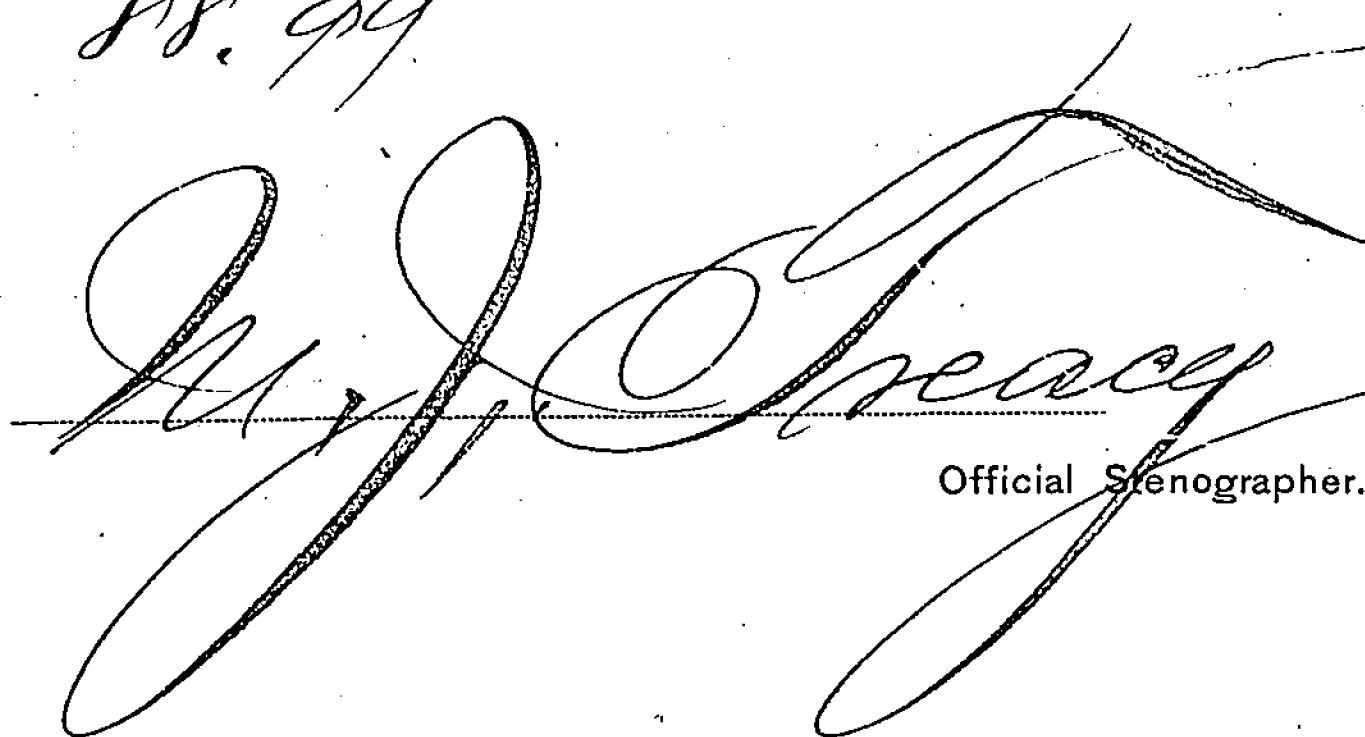
For the People,

For the Defence,

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WITNESSES.	Direct Ex.	Cross Ex.	Re-Direct.	Re-Cross.
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V. Riferthal for	64	69		
W. Garvey	140	142		
J. Buchanan	143	144, 86		
Garrett	88, 99			



Official Stenographer.

POOR QUALITY
ORIGINAL

0542

2 DISTRICT POLICE COURT.

THE PEOPLE,
ON COMPLAINT OF
R. J. Charpentier
agst.
H. J. Garner
Examination had Nov 2th 1886
Before Hon. Jacob M. Patterson Police Justice.

I, M. J. Cheney Stenographer of the 2nd District Police Court, do hereby certify that the within testimony in the above case is a true and correct copy of the original Stenographer's notes of the testimony of Mrs. Charpentier, Miss Charpentier and Alchering as taken by me on the above examination before said Justice.

Dated

Dec 10th 1886

Police Justice.

M. J. Cheney
Stenographer

New York Nov 26th 1886
Second District Police
Court, Hon. J. M. Patterson Presiding
Rosalie Charpentier
vs. H. D. Garrett &
Larceny

Angenie Charpentier, age
18 years, lives at home
with her mother at 160
West 24th St.

When did you
for the first time see the
Defendant?

Where? In June 1885

At our house
160 West 24th St.

In whose company?

A friend of mine
and his wife Dorfinger.

What time was that
About 2 o'clock

Q How long did that
interview last?

A They stayed
till 8 o'clock

Q When did you next
see them?

A Mr Harner wanted
to see the papers, and
she gave him the Deed
of C. Viffenthal to my
mother and an abstract
of title of the house 160 W
7th St.

Q Who was present
then?

A I was with my
mother

Q When was the next
interview between your
mother and Mr Harner?

A The time we went
to Long Island to Winesdale
he went with us, Mrs
Childs, the Reeces and
Mrs Parrall were present

3

Q.

There was another interview after that?

A.

That was the time the defendant had to go to California, some day after we went to Himsdale.

Q.

A.

When did Mr. Warner go to California two or three days afterwards.

Q.

At any of those interviews did your mother give the defendant any money?

A.

The first time she gave him \$35. Then when we came back from Himsdale she gave him \$350, to pay those expenses to California, and back.

Q.

The next you heard was that Mr. Warner went to California?

(3)

(4)

A
Q

Yes Sir.
Do you know, did your
Mother send him \$3000
I was with her when she
went to the Bank;

Q

Did you know at the
time that that money was
sent because of an under-
standing with Mr. Garrett

A

It was to be given
by the defendant to a Mr.
McWorrie

Q

Do you know where
the Bank was?

A

A Trust company on
Broadway - I do not know the
street.

Q

You did not see Mr.
Garrett till he returned
from California?

A

No Sir, when he
came back, he came and
saw me and my mother,
that was the 17th of August/85

4

(5)

Q How long did that interview
last?

A That was the time
my Mother gave him the \$12,000
Twelve thousand dollars

Q When was this?

A The 14th of Aug 1885, in
my Mother's house 160 West 14th
St. There was no one present but
my Mother, the Defendant
and myself. It was after supper
time, after six o'clock.

Q How do you know
your Mother gave it to him?

A My Mother counted
twelve packages, and each
package was one thousand
dollars, in 100 dollars, and
50 dollar Bills.

Q It was done up in
bands?

A Yes Sir, my Mother
counted it.

Q Did you ever see
it before then?

(C)

A

Some time before, when he wrote to us,

Q

When did you see it?

A

My Mother had it all the time

Q

When for the first time did you see her have twelve thousand dollars in packages as you describe, in one thousand dollar packages?

A

When Mr. Barrett, talked to me, about 2 or 3 weeks before that she counted that money \$12,000 ready for him (Defendant) when he came back.

Q

You say about 2 or 3 weeks before this you saw your Mother have the \$12,000 in packages?

A

She did not have them all at once, he wrote her that there was to

1

be three thousand dollars
paid.

Q Then did your Mother
have those packages of
money before the day she
gave it to the Defendant?

A One or three weeks
before that.

Q Two or 3 weeks before
that, before your Mother
paid that \$12000 to this
gentleman; which was done
up in twelve packages,
consisting of bills of various
denominations; you saw
them,

A Yes Sir, in my
Mother's house, in her Ward-
robe, on a round Box,
a square Box, she kept it
in the Wardrobe.

Q How long before that
had she had that money?

A She never counts
her money, she puts it in

8.

There, she had it quite a while before that, she took those packages and made them up into one thousand dollars.

Q Did your mother take any receipt for this twelve thousand dollars.

A She got the deed. Q At the time your mother gave this 12,000 dollars in packages, did she get a receipt then for that money?

A She got no receipt, though she asked for it, and he said this is a Warranty Deed and you do not need a receipt.

Q Was the deed there? A He showed it to mother.

Q Did he give her the deed on that day?

A He did not, he said

I

it had to executed; that
the other here had not
signed

Q On the first time
when you paid him the
35 dollars did she take a
receipt for that?

A Yes Sir, because
she gave him paper.

Q Did she take a receipt
from him for papers that
he had?

A When Mother gave
him the paper, she took a
receipt; she gave him \$35,
for searching

Q At anytime, or at
any interview between your
Mother and and the Defendant
did he ever receive from
your mother any paper
or money that he did not
give a receipt for?

A He did not give a
receipt for the Twelve (\$12000)

10

thousand dollars, but for
all else he did
(By the Defendant)

Miss Chapman when
did I first tell your
Mother that I required
twelve thousand dollars
for the remaining heirs
of the McOrde Estate.

When you went to
California, you said
whatever the Brothers there
would ask, they would
agree to take the same,
there were four heirs.

Do you remember an
agreement that was signed
by the heirs?

Yes Sir.

Did I read that to your
Mother?

You read it out
loud

Who besides the heirs
of the McOrde Estate, your

11

Mother, yourself and myself
were present at that time?
A ~~Yes~~ No I do not know,
I do not remember.

Was not my finger
in the room?

A He was not in
the room.

Q Did the heirs
of the McWade Estate
sign that agreement?

A They all signed it.
That agreement was
made then with the heirs.

A They agreed to take
what ever the brother in
California would take,
I mean would ask.

Q Did you receive or did
your mother receive a
gift from me for \$3000

A Yes Sir
There was.

in California

11

12

Q Your mother sent it
to me?

A She did.
Where did she get it?

A She got it.
Where did she get the
\$5000?

A She borrowed it
on her house.

Q When did she
take that Mortgage?

A I do not know what
you mean.

Q When I left for
California how much
Mortgage was on the
house?

A About Five (\$5,000)
thousand dollars

Q How long after I
left for California did
your Mother borrow
that money?

A When you sent
the letter that McNamee

(13)

wanted the \$3,000 Three
thousand dollars, I do not
remember how long it
was.

How long after I
returned was it, till I
entered your house?

I do not know.
When did your Mother
send me the Three \$3,000
thousand dollars?

I do not know;
my Mother has me the
papers.

When did you
receive the draft from
me, requesting her to
forward the Three
thousand dollars (\$3,000)?

I do not remember.
Was it only two or
three weeks?

I do not remember,
in the month of May 1885

14

Q Was it one, two, or
three weeks after she
received this letter from
me that she received the
Marriage, or the house?

A That was the time
she missed her money,
she raised a \$3,000
Mortgage on her house

Q From whom did
she borrow the money?

A Mrs. Marshall
Q The day after I came
back from California,
on the 17th of Aug, did
your Mother have \$12,000
Twelve thousand dollars,
waiting to give me?

A Yes Sir, & give
it to you on the 17th of
Aug

Q On the 17th of Aug I
said I was going to
Hinsdale?

A No, you said you

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were to go home first.
I did not enter your
house for two or three
days previous to receiving
this \$17,000?

No Sir.
Did I not go into your
store and tell you what
how much money I re-
quested to buy those heirs?

You did not
Do you know Mr.
Keese?

He signed the
deed.

Have you ever
seen her in your house
I do not remember.

Do you know Mr. Field?

~~XXXX~~ I never
saw her in the house,
I would know her, I
saw her once at Hinsdale,
I would know her.

Would you know her

16

in your house?

I would not
 Would you know Mrs
 Field if you saw, was
 there a person by the
 name of Mrs Field in
 your store after the sign-
 ing of the Contract?
 No, None of them
 entered it.

As I understand you,
 this twelve thousand dollars
 was paid by your Mother
 to the Defendant on the
 14th of Aug. Why he returned
 Yes Sir.

He went about June 14th
 About that time.

What would bring him
 in California during
 the months of July and
 Aug 1883?

Yes Sir.

You stated, in answer
 to my question, as to

(14)

Where your Mother got
this twelve thousand dollars
\$12,000 that your Mother
always had plenty of money
Q. Yes Sir.

How do you reconcile
the statement that your
Mother had plenty of money
and the fact that she had
to raise three thousand \$3,000
or four thousand dollars?

A. I don't know.
Mr. Reese signed the Agree-
ment at Winsdale?

A. I do not know that.
As I understand you
after the Defendant went
to California there was
need of more money, and
although she had plenty
of money in the house
she had to get more
money by Mortgage to
pay the bills.
Q. Yes Sir.

18

Q

You say she had this
twelve thousand dollars
(\$12,000) in the house; why
did she not take the
three thousand dollars
out of the twelve dollars?

A

My Mother had
the money in the sound
Box

Q

How long before she gave
the money to the Defendant

A

I do not know
what you mean,

Q

Has it a month?
Ever since my father's
death, five or six years.

Q

If she had that money
in a Box, why did she
not take the money from
it that she wanted to
send to California?

A

Because I told her
not to do it, I said the
best thing you can do, is
to get a Mortgage

(19)

How was that?

When the Defendant
asked for the three \$3,000
thousand dollars, that was
in our house between
my mother and myself.

Sworn to before me
this 16th day of Nov 1886

Price Justice

20

Mr. Carpenter being
they ever deposes and
says that she is the mother
of the last witness; is 57
years of age, and a
widow by occupation.

Q

What was present, at the
time you say you paid
the defendant twelve (\$12,000)
thousand dollars,

A

Myself, my daughter
and my son and the defendant.
What time of the day was
it?

Q

A

It was in the evening
7 or 8 o'clock at my
house, in the room in
which I eat. It was on
the 17th day of August 1885
after the defendant came
from California.

Q

Had you ever given
any money to Mr. Barrett
for which you never got

21

A

He always gave me
a receipt for my money.
Did you not always
insist on a receipt from
the Defendant for money.

A

Certainly, I always
insisted, I always got it.

Q

Did you ever give the
Defendant any paper for
which you did not get
a receipt?

A

He always gave
me a receipt for any
paper I gave him.

Q

Did you always
insist on getting a
receipt?

A

Certainly.
What shape, how was
this money?

A

There was one
hundred, fifty dollar,
five and ten dollar
Bills.

Q

What was it in

22

Q

In a Package.

How large a Package was it?

A

So large, about 4 inches

Q

Did you count the money?

A

I counted it before I gave it to him, and he counted it after me.

Q

It was in all \$12,000, Twelve Thousand Dollars?

Q

Yes Sir.

When you received the Package did you count the money?

A

When I opened the roll, I gave it to Mr. Garrett and he counted it himself.

Q

Did he count the Bills into a separate pile?

A

One bill after the other, till he had counted

(22)

Q one package.
A It was, done
in my package
Q Yes Sir

Q Where did you get the
package?
A I have earned

Q it.
Q Where did you take it
from, to your Mr. Porter?
A It was in my Ward-
robe.

Q Was it in your apartment
A It was in a piece of
linen in a closet.

Q Where was the closet
A In my Wardrobe, in
my room.

Q How was it in
the wardrobe, hanging on
a nail?

Q It was in a
corner of my Wardrobe,
on a shelf.

(23)

(24)

Q

It was wrapped in
a linen wrapper lying
on the shelf?

Q

Yes, Sir.

Where did you get the
money?

Q

I have earned

Q

Where did you earn it?

Q

As waiter

Did you send three thousand
dollars to
San Francisco, California

Q

Yes, Sir.

To whom?

Q

The Defendant

You had twelve thousand
dollars (\$12,000) on the 14th
of August, and three (3,000)
thousand dollars, that made
fifteen thousand dollars,
Where did you get the three
(3,000) thousand dollars you
sent, the Defendant?

Q

I took it from the
money I had earned

24

(25)

Q

You say you took that money from the money you earned?

A

Yes Sir.
That would make fifteen thousand dollar (\$15,000)?

Q

Yes Sir.
How long had you had that (\$15,000)?

Q

Since Dix years.
You had that (\$15,000)?

Q

Yes Sir.
Did you keep that money in the wardrobe all that time?

Q

Yes Sir.
Had you any other money or was that all you had?

A

I had other money.
Where have you got it?

A

In my possession

(26)

- Q. How much did you have besides the \$15,000?
- A. I had other money.
- Q. Did you have \$5,000 more?
- A. I did not.
- Q. Did you have \$4,000?
- A. I had about 3 or 4 thousand dollars.
- Q. That made nineteen \$19,000 you had in that wardrobe since your husband died?
- A. Yes Sir,
- Q. Did you take any receipt for this \$12,000?
- A. You say you paid this Defendant?
- Q. He did not give me any, he gave me a Warranty Deed, that would be my receipt.
- Q. Did you go with him to Bingham before he went to California

(24)

Q

Yes Sir.

Q

Who was in the Room when you got in the house

Q

Mr. Field Mr. and Mrs. Reese, and Farnell Mrs. Gustav Vifindorfer in the room at the time?

Q

He was with us all in the room at the time, he remained with us,

Q

Mrs. Peter Reese in the room?

Q

No Sir.

Did you sign an agreement in relation to the property in 160 West 24th St. on that day in the room?

Q

I did not sign

Q

any. Did they sign any thing?

24

Q R

Q

They did. Was Mr. Reese
sign?

A

No Sir, I do not
know him.

Q

Then according to your
knowledge, there was only
three heirs of the Wendell
Estate present present at
Hinsdale at that time

A

I know there were
others, but at that time
there was but three in
the room.

Q

Where were the
other heirs?

Q

They were in
California; there was Mrs.
Carney.

Q

Was any amount
of money specified to be
paid to the heirs at
Hinsdale?

A

No Sir

Q R

(29)

Q

What agreement was made respecting the payment of money on this property?

A

Mr. Garrett asked the name of the Brother in California; they gave him the directions and they said, whatever the Brother would say they would be satisfied with.

Q

Did they not say that if their Brother would sign the Deed, that they would sign it.

A

Yes Sir
Did they say whatever amount of ~~the~~ money the Brother in California would agree to, they would ask the same?

Q

Yes Sir
How long after that did he leave for California

29

(30)

Q Right after the next day.

Q And would give him a check to be signed in California before he went away?

Q Yes Sir.

Q And you direct him to take a check signed?

Q Yes Sir.

Q Who drew it?

Q And the Defendant tell you he drew it?

Q Yes Sir.

Q When did the Defendant return from California?

Q I do not know, he came to my house on the 17th of Aug.

Q Was he in your house the day before you paid the twelve thousand dollars (\$12,000)?

30

31.

A Yes Sir I know
Q that he came to my
house on the 14th of Aug
By Defendant's person
The first day I came
to your house, did I
demand twelve thousand
\$12,000 and did you
give it to me?

A The first time you
came back from Califor-
nia I gave you the
twelve thousand dollars
when you called.

Q Did I telegraph you
I would return from
California?

A You telegraphed
that you would return
with Mr. McCall.

Q Did you receive any
letters from me while
I was there?

A I have them
here.

(31)

(32)

In those letters you
got from me Sir &
make my mention, or
do you know from me
verbally or otherwise, or
did you ever state that
I informed you that \$12,000
twelve thousand dollars
was necessary to be paid
to the heirs of Wendell
before I returned from
San Francisco?

No Sir.

Q Did you ever tell your
daughter that I demand-
ed twelve thousand (\$12,000)
dollars previous to the
14th of Aug for the Wendell
Estate, before you paid
me?

A I said so to my
daughter
Q When was the first
time?

A When you came to

(33)

my house and you
told me you needed
the twelve thousand \$12,000
dollars

Q

You never told her
before that?

A

When I received
the first letter, I said
we had to pay three
thousand dollars to one
firm, and there are four
more and that will
be fifteen thousand \$15,000
dollars.

Q

When when that
Deed signed, that Mr
Gunnett was to get, the
Hinsdale Deed?

A

On the 18th of Aug
1885

Q

When did you see
the Deed the first time
completed?

A

On the evening of
the 18th Aug when he

34

Q

Did he give you the deed that evening?

A

No, he said he would have it recorded.

Q

When did you get the deed?

A

I never saw it since then.

Q

As we understand you now, you say, you never saw the deed since the defendant took it away to be recorded?

A

I saw it on the 12th of last month, since the 18th of August last year.

Q

That is to say, that from the 18th day of Aug 1885 till the 12th of Oct 1886 you have not seen that deed.

A

I have not seen it from the 18th of Aug 1885 till the 12th of Oct 1886.

(35)

Q

Where did you see
it then?

A

At the Defendants
Office.

Q

When did it
come into your poss-
ession?

A

On the 12th of
Oct 1886.

Q.

Who gave it
to you?

Q

The Defendant
Did you give him
an receipt for it?

A

No.
Look at this receipt
or paper and say
if that is your name
or signature?

A

It possible
I wrote, I am not
sure, it looks like my
signature.

Q

Is it not your
signature?

36

It looks like my
signature.

Q
A

Will you swear
I will not swear that
it is my signature or
that it is not

Q

After the Deed
was signed, as you
say, and showed to you
on Aug 1885, when did
you meet anyone of those
Hinsdale people?

A

I have seen
Mr Field, last only
in my store.

Q

Did you have
any conversation with
her?

A

She invited me to
come and see her.

Q

Did you have any
conversation in regard to
this deed?

A

None whatever

36

34

Q

Did she make any
Complaint about the
Deed covering more
property than she had
a cell.

A

She did not
about it at all.

Q

When did you for
the first time discover
you had been defrauded
out of the Twelve thousand
Dollars (\$12,000)? by the
Defendant.

A

About the 14th or
18th of Aug 1886

Q

When did you
get the Deed?

A

On the 17th day
of Oct

Q

Do you remem-
ber the time the
Defendant came
from California? and
you borrowing four (\$4,000)
thousand Dollars?

38

Q.

No Sir.

Do you remember
borrowing any money
from a man named
Katzel?

Q.

Yes Sir.

How much?

I had borrowed
three thousand dollars
\$3,000 from him.
When?

Q.

A.

I do not remember the
date.

Q.

A.

What is his business?

Q.

He is a Merchant

How did you borrow
that three thousand dollars?

A.

He loaned me

Q.

on my house.

That was out
side of the Nineteen
thousand dollars; that
was \$22,000?

A.

Yes Sir

38

(39)

Q. Will you not borrow
four hundred dollars
on your Note from
Mr. Mitzel.

A. I can't give
four hundred dollars
for your note & paid
him.

Q. How did you
pay him?

A. Money Cash

Q. How?

A. A little while after
I got the Mortgage

I wrote to him
one this morning

Price Jones

39

(40)

Mary C. Parrish, age
50, widow, housekeeper
by occupation. She lives
at Hingham, D.C.

Q. Cross Examination
Your Law- This

A. Defendant's name?

Q. I cannot state
name, but I think in 1895

Q. In whose company
did you see him?

A. He was at my
house, my brother was
there, John McMillen, and
Mr. Reese and my sister.

Q. How many interviews
did you have with
Mr. Barrett?

A. I cannot
say, he was there twice.

Q. Do you remember
on the first time that
the Defendant read
an Agreement?

A. I cannot reme-

(H)

Q I cannot remember that, at any time before he went to California, I can not say whether it was the first or the second time he wrote the document in my house and we subscribed our names to it. I was the first one, Mrs. Chapman and I think Mr. Davis later was there, Mr. Garrett and myself.

Q Was there any one else there besides those, when it was signed?

A I cannot say that there was, my memory is a little treacherous.

Q It was on the last interview that the money was paid to him?

Q The money

(H2)

now, wait & him when
I signed the deed,
I cannot say if it was
the first or last day,
he paid me \$45.
Twenty five dollars.

Q.

Do you remember
any conversation about
the 14th property?

A. I remember it was
14th property.

Q.

This time, or in
any of these interviews
was there any conversation
about the property in
14th St. &

Q.

I do not remember
Do you remember of the
Defendant speaking to
you about some legal
proceedings he contemplated
A. When he paid me
the money, he kept \$75.
and said he would
pay in a few days

(43)

and then he said he
was going over with some
other property, the 1st of
property. He returned \$
100 one hundred dollars
out of the two hundred
for carrying on of some
proceeding, the other \$25
dollars was in the nature
of a loan.

Q. Will you write him?

A. Will you write him?

Q. How about Dec 1st
to you?

A. Mr. Garrett thought
he knew or that he
knew it was Mr. Chapman
and we all signed
for him.

Q. There was an
agreement read at this
meeting, was there only
one agreement?

A. That was all.

H 24

Re direct

Q Was Mrs Carpenter present at the time the Defendant gave you the money?

A No, Sir.

Q You acknowledged the Deed?

A Yes Sir.

Q What did you suppose you were signing?

A I supposed I was signing Mrs Carpenters Deed to give her title to the ~~whole~~ property.

Q Did you ever get from any person any more than the twenty five \$?

A No, Sir, not a penny.

Q Who was present when you signed the Deed?

45

Q The McIndoe Brothers,
Mr Reese and Mr Field,
were all in the
Parlor.

Q Had you any
arrangement to meet
the Defendant.

Q He sent word
he would be there, he
accepted the deal at
the same time, & com-
mit any who come
with the Defendant.

Q You stated that you
had an arrangement
with the Defendant
that you would do
what ever your brother
in California did?

Q Yes Sir.

Q Re-express Did you give
him one hundred dollars,
after you gave it, for
services rendered, or

H6

reference to the property
Did you ever receive any
communication, that he
had searched the title
and found it defective?

A

No Sir, I do not
think so.

Q

He looked up the
title and found it was
not good?

A

He did not say
that to me, I remember he
said he was searching
the records, I cannot
remember what else; he
said it would take a
good deal of time, he
did not complain of the
expense.

Q

Did he advise
you not to institute
any proceedings?

A

No Sir.

Q

You called on him on
business?

(H M)

Q I want there to get
the \$25.

Q Did you know
at the time you signed
the deed, how much
your brother in California
had received?

A I was not informed.

I swore to before me
this 26 day of Nov 1886

Police Justice

(H M)

H8

Examination of Compliments
Continued

Q How long have you
been in business?

A Nineteen years.
Was your husband in
business with you?

A Yes, Sir.
When he died, did he
leave a Will?

A No Sir.
Have you got the deed
that Mr. Harrett gave or
gave for you, and on
which you claim to have
paid the money, with
you?

A My Lawyer has it.
Is that the deed?
(Paper shown)

A Yes Sir
Look at the "15" before
the word "thousand," do
you notice the discolor-
ation of the 15?
48

49

Q.
Q.
Q.

Yes Sir.

How did that happen?

I do not know.

You do not know how
the alteration came in the
"15" before the thousand?

Q.
Q.

Yes, Mr. Sir
Look at the Deed and
see that part in the
writing which begins
"My Mordell and wife"
both in the State of Cal.
in the deed you received
that was not in type
writing as the balance
of that Deed?

A

I saw the
Deed the way it is
now.

Q.

Did you receive that
Deed from Mr. Garrett?

A

Yes Sir, I receive
it in that way.

Q.

Will you swear that
that part in lead pencil

50.

A was in the Decr, that
Mr. Varrett gave to Gov. &
Q. I said it written the
way it is now.

Q. When for the first time
did Mr. Varrett state to you
that he wanted money
other than the \$3000?

A. He said he wanted
back from California.

Q. When and what day
was that?

A. The 11th of Aug 1885
about after 12 o'clock
Q. Or over 12 o'clock?

Q. Did he state the conversation
and who was there?

A. My young lady, he
told me that I would
need twelve thousand (\$2,000)
whether to pay the four
hundred thousand New York
Mo and Mrs. Reese, Peckham
and Mrs. Field.

(50)

57

Q Did you then give
Mr. Barrett the license
thousand dollars \$12,000

A Yes Sir

Q Did you telegraph to
Mr. Barrett from New York
to San Francisco?

A I did.

Q Do you remember what
Hotel he stopped at?

A I do not.

Q Was it the Chicago Hotel?

A I do not know some
Hotel.

Q Do you remember
a telegraph sent about
the 1st of July 1893 (No 1)

A I do not remem-
ber

Q Read that telegram
(No 2) do you remember
that

A Yes, I sent
that.

Q Did you send that

(52)

one (No 3) &

Q

I sent No 3
Did you send that
No 4?

A

I do not know
what that means.

Q

What does mean keep a
blank account?

Q

Ma Sir
Look at that signature
and say if that is yours?
I think it is my signature
marked (Exhibit A) Release
Mary with B.

Q

Look at that and
say if that is your
signature?

A

I cannot say
Do you deny it?

Q

I do not deny it
I cannot say whether
it is or not. (Release B)

A

Q

Look at that and see
if that is your signature
(C) Do I understand you

(53)

A I say, that you never
deposited any money
in Bank;

A

I had some
money in Bank some
time ago, in the Banker's
Street Savings Bank
before my husband died.

Q
L
L

How long ago is that?

I cannot say.

When did you close that
account?

A

About three years
ago.

Q

Do you remember
any thing you if you
ever kept a Bank account
Do you understand that
question?

A

Yes Sir. I said
I had not, account in
my Bank, I have no
account in Bank.

Q

How much did you
have?

53

54

Q. About One thousand
dollars (\$1000)

Q. You are quite sure
that that account is
closed?

Q. I closed that
account.

Q. Will you swear
you have not the account
in any form today or
anywhere within the last
few years.

Q. I have not
an account today,
I have had no bank
account with what I
have told you.

Q. How much
money did you have
when your husband
died?

Q. Ten thousand, 10,000
dollars.

Q. How much money
did you make and

(55)

Q. How the year after
your husband died?
About 10 or 12 thousand
Dollars.

Q. Have you since then
any year since your
husband died.

Q. Yes Sir.
How much a year have
you saved since your
husband died?

Q. Two thousand (\$2,000)
in the first year.

Q. How much in the next
year?

Q. About (\$3,000)
How much the third
year after your husband
died?

Q. About every year
the same amount, from
three (3) to four (4) thousand
Dollars.

Q. That would make
15 or 18 thousand Dollars

(56)

A About 15 thousand
dollars.

Q Have you bought
any real estate outside
of this purchase, since
your husband's death

A No Sir.
You had ten thousand
dollars and one thousand
in Bank, that made
11 thousand, you made
fifteen thousand since,
and that would make
twenty six thousand. You
would have had, if you
had not spent it.

A Yes Sir.
Q You spent every year
three thousand dollars

A Yes Sir, but I
have spent it

Q How much money
did you save the first
year?

A About, 3. or 4 or \$5000

(57)

Q. When you say that
you don't know what do
you mean.

A. I say that I
saved it from my
business, I put in back
in my business.

Q. How large a business
do you do?

A. I have 3 horses
and mares.

Q. How much capital
have you in your business?

A. I never counted that

Q. Do you spend two
thousand dollars a
year?

Q. I do not know
Will you ever charge
spend five thousand dollars
a year in your business?

A. I cannot say
as I do not know.

Q. Do you keep any books?
A. No Sir

(S.P.)

Q

Of whom have you
purchased your flour
since the death of your
brother?

A

Several merchants
have the name of
them.

A

But I am not
a good one, I shall not
do not know the name,
there is another whose
name I cannot
remember.

Q

Do you have
that paper (S.P.)

A

I think it is
my signature

Re-Direct

Q

Do you remember a
conversation you had
with the Defendant in
the cars coming from
Hinsdale, D.C. before he
went to California?

(59)

Q

I do.

What did he say to you?

A

He said, I am going to California and whatever the Brother would do there, the other ladies would do the same.

Q

Was anything said about Peter Reese in that conversation?

A

Peter Reese is the husband of Mrs. Reese, he (the witness) said he was going to California, and whatever arrangement ^{he made} with the Brother, the ladies would do the same.

Q

What did Mr. Garrett do with the \$12,000 Twelve Thousand Dollars?

A

He counted it on my table and then he put it in a Book or Wallet and put

(62)

Q. They in his pocket
What did he say, if
anything at the time?

A. I don't know if anyone
should meet him, and
he said he had a
revolver.

Q. How long before
you paid the \$3000 did
you get word you were
to pay it?

Q. About two weeks.
What did you do when
you got this word from
Kadigornit?

A. I went to my
Alaskan merchant and
had a mortgage of \$5000
five thousand and I
got another of three
thousand.

Q. Where was the
three thousand (\$3000)
paid you?

61

A

At Mr. Dornan's
Office, I sent the three
thousand dollars to the
Department in California

Q

You said yesterday
that you had twelve
thousand or fifteen (\$15,000)
thousand dollars in the
house, do you want to
~~xxxx~~ make any cor-
rections in that statement.

A

I had (\$17,000) and
three thousand, I borrowed,
I do not want to tell
my private business

Q

Where do you have
or did you have the
twelve thousand that
you paid to the Department

A

In the Box or
closet or in a Bag, in
a Box, in the closet

Q

Do that the Box
you had the money in?
(Box Henry Witness)

(62)

Q

Yes Sir.

Q

Do that the Bag the money was in?

A.

That is the Bag, I kept it in my closet.

Q

When you were given the money did you take it out of this Bag?

A.

I took the Bag out of the Box.

Q

What did the Defendant say to you when he came back from Minutale, after he had got the deed signed?

A

He told me there were four bills that he had paid four thousand dollars to each of them, and showed me the deed that was on the 18th of Aug 1885 before the date was on the deed.

62

(63)

Q. It was the same, or
the following day after
you gave him the money

A. I gave him the
money on the 14th

Q. I ask you to swear
with in presence of Justice
Johnson if you swear
you gave the Defendant
Harrett that twelve (12,000)
thousand dollars on that
date?

Q. I do swear, Ges. Sir.
I ask you if this deed
is in the same condition
now, as when he gave
it to you and you
received from him?

A. Yes Sir.
Q. When did you receive
this deed from the Defend-
ant?

A. On the 12th of Oct
this year.

(63)

(64)

Q. Did you have the deed, from the time it was signed by the heirs, till you received it from the Defendant in Oct

A. I received it on the 17th of Oct

Q. Did Mr. Barrett keep the deed after he showed it to you, when he came from Winmale L.D.

A. Yes Sir.
Q. What did he say he wanted to do with it?

A. That he would have it recorded.

Q. Did you ~~then~~ go on the Defendants Bail Bond, and when?

A. Yes, On the 11th of Oct
Q. When he asked you to go on his Bond, what did he say?

(64)

65

Q. He said Mrs Reese
had him arrested.

Q. A. He said that Mrs Reese
had him arrested, because
she had not got her
three thousand dollars,
I then said, I will
give the money, then I
gave him for him,
but I did not give him
papers and I got them
the next day at his
Office.

~~Reese~~
Q. Did you
ever have any difficulty
with the Defendant, till
after he got married?

Q. A. I always
thought he ^{was} did right,
I did not find any
fault with him till
after he got married.

65

66

Q. Had not the Defendant been engaged to marry your daughter?

A. Yes Sir.

Q. Re-direct. When did you first discover that there was anything wrong about your affairs with Mr. Barrett?

A. When I received the sum sent to my Counsel Mr. Machin on the 14th or 18th of Oct last.

Q. Prior to that time you supposed everything was being done right for you?

A. Yes Sir.

Q. Re-cross. Had you ever consulted with any other Lawyer prior to Mr. Machin concerning this matter. Yes Sir

Q. M.
Amputation still on
Dec 2nd 1886

Valentine & refutation
of 57th and 4th av

Q. Do you know
Mr. Harpurtier?

A. Yes Sir

Q. Do you the Property 160
West 24th St, and on 1st
av 234, 239 and 241?

A. Yes Sir.

Q. Do you know who
owns it?

A. One is named Smith,
and one Schmidt and
I own the corner, and
I don't know who is
the owner of the next.

Q. Did you own the
property 160 West 24th St
originally?

A. Yes Sir about
4 years ago, I sold
it to Mr. Harpurtier
for 18 thousand dollars

(68)

Q Has there any mortgage
on the property when
you sold it?

A Twelve thousand
Mortgage and Six thousand
Cash.

Q On the 18th of Aug
1885 did you own
the house on the
corner of 14th St & 24th St
Yes Sir.

Q Did you sell it to
Mack Carpenter?

A No Sir,
Did you ever have
any conversation at
any time in regard
to that corner house?

A No Sir. I never
told her, I owned it.

Q Where is 160 St. 24th St
as regards the corner
of 14th St

A Two houses
from the corner

69

Q

Have you ever heard that there were certain heirs of P. McNamee that laid claims to that property?

A

I heard it in the paper, that was the first I heard of it, a year ago, that was the first time any of the McNamee heirs laid claim to that property.

Sworn to before me
this 2nd of Dec 1886

Police Justice

69

70

Mrs Margaret Larney
being duly sworn deposes
and says, that she lives
at No 57 Ring St, is 43
years of age and a house-
keeper by occupation.

Q. Do you know Mrs
Chapman the complain-
-ant.

A. Yes Sir.
Q. When did you
first meet her?

A. In the latter part
of '83.

Q. What business did
you have with her?

A. I went to her
house about this pro-
-perty in 21st St and
to Mrs Larn.

Q. What did she
say?

A. She said she
wanted the house and
or that she owned the

71

house and would like
to get a deed to make
it saleable to make the
title clear.

Q. Now you, at that time
had some children?

A. I believe so, I was
informed that I had
Q. So that all that

A. was said, or you said
that was all that
was said, till she came
to my house, before the
deed was signed; she
then told me she would
give me \$50, if I would
sign the deed, then
she said she would give
me one hundred dollars,
and I got the hundred
dollars.

Q. What was said to
you in regard to that
deed by any person?

71

(72)

A That it was all correct, no property was mentioned but the deed of that house.

Q You signed the deed or that State-ment there?

A Yes Sir.
Q From whom did Mrs. Carpenter purchase her house?

A Mr. Sigourney.
Q After you had signed the deed, did you have any conversation with Mrs. Carpenter in regard to that deed?

A She told me afterwards that it was the corner house she bought instead of 160. That was after the deed was signed a month, it was in the year 1883.

Examined by me and
this 21st day of Dec 1886

Office of Justice

72

(73)

James Buchanan being
very sworn deposed and
says, that he is 36
years of age, and a
real-estate Broker, at 30
Bey St.

Q Do you know
the defendant?

A I do.

Q How long do you know
him?

A Since Aug 18th 1885
Q Do you know the
defendant?

A I do.

Q Did you, when you
first became acquainted
with the defendant, know
where he lived?

A I do not know, I
met him in a business
way.

Q (Exhibit A shown
witness,) look at that
paper, it purports to be a

74

Q. Did you ever see that before?

Q.

Not that paper. Did you ever see a paper purporting to be a deed signed by Mon. and Philip McDowell, Fennell, Reese and Child?

Q.

I did. When did you ~~first~~ see such a paper?

Q.

August 18th 1885. I took it to the court where you saw it first.

Q.

In my office, Mr. Garrett came there to transact some business with me, I had some business up town and he said he was going up town and we took the Elevated Road to Mr. Chapman's.

Q.

What took place there?

74

145.

A Mr. Charpentier got
the deed signed by
the McDrotle heirs.

Q. Do you remember
what property that deed
conveyed?

A. 160 Acres 24th St.
Q. Do you remember what
the condition was on
the consideration?

A. Three thousand six
hundred dollars (\$3,600)
We gave the Defendant
a receipt for the deed.

Q. Look at the paper marked
Q for identification?

A. That is the receipt,
I witnessed it.

Q. Did you see Mr.
Harrett sign it (G.B.)

Q. I did
After that did you
see Mr. Charpentier again

Q. Yes Sir
In the Stewart

(76)

Building a number of
firms

Q.

Did you have
any conversation with
her?

A.
Q.

Several times,
in regard to this trans-
action?

A.

Not that particular
transaction.

Q.

Do you remember
when Mr Garrett was on
his wedding tour?

A.

I saw her, then
and had a conversation,
she asked if Mr Garrett
had left a paper for^{her},
I said I did not
know anything about
it, or his business, I
was there transacting
my own business; then
she came down one
day very angry and
said she would

(77)

Spent every dollar she
had against him, if
he did not marry her
daughter, that was
after Mr. Garrett was
married &

Current Communication

Q. What is your business
A. Real Estate Broker.
for 15 years, I am in
the Stewart Building, Mr.
Garrett is my Land
lord, I have been there
for six weeks or two
months.

Q. Do you know
where he lives now?
A. I do, 10th and
21st St.

Q. How long has he
lived there?

A. Since his return.
Q. Where did he live before
he went on his wedding

(48)

Trip?

Q. A. I do not know.
How long have you
known him?

A. For 3 years, I
believe he lived in New
Jersey before living here,
I think he lived in
New York, before living
in this house.

Q. 2. Come back to me
18th 18th how did you
come to go there to
Mrs. Carpenter's house?

A. It was light in
the day, after 5 o'clock,
he asked me to go up
with him, I was not
there before that time.

Q. 2. Did the Defendant
introduce you to Mrs.
Carpenter?

A. I do not know
that he did, I was
present when the deed

(179)

was delivered, so
was the Defendant
and the Cyprian
daughter, he picked the
paper off the counter,
and wrote the receipt, it
was in the store,

Q. On the
front or rear?

Q. I do not know
in a large room?

Q. 15 or 14 feet

square

Q. What time of
day or night was it

Q. It 9 o'clock
Was the fire lighted?

Q. There was a light.

Q. And you are able to
swear that that is not
the deed, he delivered
at that time?

Q. I am, that
is not the deed

179

So

Q.

Can you swear there was a different kind of paper from this (now shown you), delivered

A.

Yes Sir, because the consideration in the deed was different. It was a printed form.

Q.

The whole deed was in type writing or printed form.

A.

I mean type writing.

Q.

How do you fix the day on the 18th Aug?

A.

I made a very important transaction on that date.

Q.

What was it?

A.

Am I obliged to answer, I bought my partner out on that day, that is the reason.

Q.

Have you any Memorandum of it?

So

P1

Q I do not know that
I have, but I may.
Is it in lead pencil
or ink?

A Ink, I am not
sure, I moved around
two or three times since
then.

Q You are in the
Defendants Office?

A I am his tenant,
my business is separate,
I never was connected
with him.

Q Are you and he
connected in a so called
Insurance Co?

A I was a party to a
Charter in Mar.

Q You and he are good
friends?

A Not particularly so,
travel together?

Q Sometimes.

P1

82

Q

Did he ever invite
you to Mrs Carpenter
house?

A

I called there
with him; I drank a
glass of wine and
ate some cake.

Q

Take that paper (C
B) do you recollect
that you put your
name on there on the
18th of August 1885?

A

I do.

Q

Where was your Office
before it was on Grey St.

A

25 East 14th St. with
Mr. Flagg, I do not know
where he is now.

Q

Where before that?

A

I was in Albany
I do not know what Mr.
Flagg's business is, I was
with him in '85 and '86,
I saw him two weeks
ago. I do not know what

83

business he is in now.
 I was with him about
 four months, his name
 is Jerrard & he was in
 the fur & stringer
 business.

Q.

Who was present
 when, as you say, the
 Complainant went to
 your Office and said
 she would have revenge.

A.

I do not think there
 was anyone except my-
 self and the Complainant.

Q.

Will you swear
 that, Miss Chapman,
 her daughter was not
 with her.

A.

She was not
 with her mother.

Q.

At the date of
 your arrest, you say?

A.

That was about
 the 20th or 21st of Aug/86

83

SH

Q

Did Mrs. Chapman
say anything about
getting her papers from
the Defendant there?

A I do not think
she did.

Q

Do you know
whether the Defendant
had the deed at that
time?

A I do not

Q

Did you see together
occasionally since Mrs. Chapman
the Defendant as the
Defendant for the deed?

A Several times
talking, but I do not know
what they said, she talked
to me several times.

Q

Did she say anything
about his getting her
deed?

A She asked for the
papers, I said I knew
nothing about his business.

S.D.

Q.

Was this, before, or after
the trial of "Beverage"?
A. She asked me this
several times, before and
after.

Q.

She was hunting
for him?

A. Yes, Sir.

Q.

Of which you said that
Mr. Garrett picked up the
papers from the counter
in Mrs. Chapman's house
and wrote this?

A. Yes, Sir.

Q.

Did he send it to her
before she signed it?

A.

He did. I think
her daughter read it to
her, she talked in French,
she picked it up and
talked with her mother.

Q. A.

Q. O may have ^{visited} the house
four or five times.

Q.

Do you remember any
word that you spoke of

86

where the consideration was
\$3,000? and what property it
conveyed?

Q. 160 West 21st St
New York. Have you ever known
A. ~~any~~ I know that I
read a deed. I read it.
Q. Did you sign the
deed?

A. No.
Q. What occasion had you to
read the deed?

A. Because I was
giving a receipt for that
Q. Does this receipt
say what property it is
A. Yes Sir.

Q. Do you mean to say
that you read the deed?

A. Yes Sir, in my
Office and in her home
Q. You say that that
deed delivered to Mrs
Charpentier only conveyed
one piece of property
A. Yes Sir 86

By

Telegrams put in evidence,
 Two Bonds and Mortgages
 Jan. 185 for \$500 and Jan.
 15/55 for \$3000, also Exhibit
 C, a paper which Mr.
 Thompson desires to bring
 in (Ex. D) also put in
 evidence

Sworn to before me
 this 2^d day of Dec 1886

Reverend Justice

By

New York Dec 2nd 1886

Henry A. Garrett being duly sworn, deposes and says,
What is your business?

An attorney and counsellor at law since 1882

Have you a certificate of leave?

Where is your place of business?

Office 163 Stewart Building. I have been there a little over a year

Do you know the complainant Mrs. Carpenter?

I do.

How long?

To the best of my recollection since the 10th of June or July 1883.

State to the Court how you became acquainted with her.

I was called to go and see her, about some property. I went to see her.

and she told me she had
 purchased property in 1847,
 and showed me the Deed
 and I asked her what was
 the matter with the property
 and she said there was
 a flaw in the title, that
 Mr. Richard Ogden, the
 General of the Company
 owning, had secured
 to make her a loan; that
 some of the men lived in
 Sausalito & some in
 New York and some in
 San Francisco Cal; I went
 with her to see these people
 at Long Beach; and
 they agreed that whatever
 the Doctor in California
 would do, they would
 agree to. That if he would
 sign the Deed, they all
 would sign; Mr. Carpenter
 requested me at that time
 to have some of them

3)
sign an agreement to that effect; & then drew up a rough draft of my agreement and they signed it; that, - is the agreement marked Exhibit - Q. & I told her I would have to make a complete search to ascertain what the rights of these wives were to this property. She had already paid \$4.50 to a Counsel for making searches and kept her papers; she asked me to make the search. She had the deed already prepared; this deed I told in my hand is identical except on the first Page, and here it is in ink and the sum of Consideration is different; there are no names in the Original, the part of the deed in which the property 16. W 24 90

and the 4 houses as I was not in here at the time I delivered the Original Deed to Mrs. Charnut. I took the Deed she delivered to me to California and had it signed.

Since then, did you receive these dispatches?
Yes Sir.

Did you send a draft?

I went to the Bank of Nevada and drew a draft on their Correspondent. Mr. McWade agreed with me to come to New York and see that the mine would be satisfied; he came here and we went to Hinsdale L.D. I then returned to her house and told the Comptroller I could not give her any infor-

motion, till the people had
another interview; the ladies
agreed to take 200 x 100
hundred dollars each,
and Mr. Reece signed off
without any consideration,
I came back and told
her (the Government) to
get me 200 hundred dollars,
and she said she had
not that amount, but
that she would get it
from Mr. Neatz; so on the
morning of the 18th I was
there, she came in all
dressed up, and drew
from her pocket a
package of money, in
all there was 200 hundred
dollars, for which I
gave her a receipt, and
immediately went to Winmale
L.D. and made my
agreement with the ladies,
and returned to New York
92

Then it was that the other
 property was mentioned, and
 they agreed to give me
 one hundred dollars each.
 In the evening when I
 went to Mrs. Chapman,
 I told her the deed was
 signed and handed her
 the deed and she said
 it on the counter; she
 had just received a letter,
 I picked it up and tore
 it in half and on the
 one side wrote the receipt,
 which Mr. Buchanan witnessed
 and which has been in
 evidence here; it was
 translated to her word
 for word, she under-
 stands English as well
 as I do. She signed the
 receipt; then I told her
 I would like to record
 the deed, but she kept
 it, and I tried to get it

several times, but she said I was young and had not much experience in law, and she would attend to it, or something of that sort. Then on the 3rd of October, the deed appeared, of Record, I then asked her about it, and then she produced the Deed of Margaret Carney, I saw the Deed advertised in the Herald, it conveyed the South East corner for \$15,000, I then went to her and asked her what it meant; she said she had paid Mr Carney one hundred dollars; I drew out a piece of paper and found the description of the property was wrong; the description would put the property into the middle of the

8
 street, and would this
 one, after the deed went
 on record & compared
 them and did not
 correct it. The original
 property was purchased of
 Valentine Wilendorf, he
 owned the property No 160
 West 4th St.

Q. Was the deed she
 received from Mrs. Carney
 and the one ~~that~~ she got
 from Mr. Wilendorf, the
 same?

A. No Sir, one piece
 of property was extended
 into the street, both were
 (in the deed) correct as
 to the property 160 W 4th St.
 But the other ones were
 not in Mr. Wilendorf's deed.
 Court, In the deed originally
 given by Mr. C. Wilendorf
 to Mrs. Carney, what is
 the difference?

9

A

The Deed not only conveyed 160 but the entire surrounding property; that is Mrs Carney's.

Q.

But so far as the property being carried into the middle of the street; may not that have been a mistake?

A

Excuse me Judge, you do not understand me.

Counsel

Did not the Wilford Deed convey the property westerly?

A

I believe it did

Q.

And that would seem to convey the property into the street?

A

The property that Wilford conveyed to Mrs Carpenter was 160 West 24th St; that was all it conveyed, I believe that was correct, but the deed subsequently given by

9

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Mr Carney gave me the
surrounding property; he
then told me that Margaret
Carney was the only heir
at-law; Mrs Carney told
me that her father had
gotten into financial
difficulties, and executed a
Deed to Philip McArroll, and
Mrs Field told me for a
fact that the property was
so conveyed, but that William
McArroll could not write,
and if any signature
appeared on a deed,
it was not his writing,
and that when the property
was so conveyed, it was
without the right of sale,
I asked Mrs Carpenter
why she purchased this
property and she said
that because Margaret
Carney was the only heir,
the only way was to get

and acquire possession
 of this property was to
 have the deed signed by
 her; then Mrs. Chapman
 wanted to know if she
 could sue Mr. Ventrone
 and stop him from col-
 lecting the rents of her
 houses; and I told her
 as he had held this
 property for over 21 years
 in undisputed possession
 he could not be disturbed.
 Q Did you on the 14th of
 August 1885 receive from,
 or did Mrs. Chapman
 pay you \$12,000 Twelve
 thousand Dollars?

A No Sir, she never
 paid me that.

Q Did you ever
 pay or receive any money
 but what you got receipts
 for?

A I never did, I gave

Q. Her a receipt for the
 Six hundred Dollars (\$600.)
 This Release. (E.B.)
 which I show you, was
 this read to her, before
 she signed it?

A. Yes Sir by the
 Notary who understood
 French and translated it
 for her.

Adjourned to Saturday
 10 a.m. Dec 4th 1884.

0642

vice Court.

STENOGRAPHER'S TRANSCRIPT.

188

BEFORE HON.

Police Justice.

Official Stenographer.

Went on
19th Dec. 10 a.m.

POOR QUALITY
ORIGINAL

0643

Police Court.

STENOGRAPHER'S TRANSCRIPT.

188

BEFORE HON.

Police Justice.

Official Stenographer.

was on
19th Dec. 1900 a.m.

POOR QUALITY
ORIGINAL

0644

STENOGRAPHER'S MINUTES.

3

District Police Court.

THE PEOPLE, &c., IN COMPLAINT OF

Chapman

vs.

Garrett

BEFORE HON.

J. M. Patterson

POLICE JUSTICE,

Dec 8 1886

APPEARANCES:

For the People,

For the Defence,

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WITNESSES.

Direct Ex.

Cross Ex.

Re-Direct.

Re-Cross.

Henry D. Garrett (recalled)

(

2 to 28

W. L. Crosby

Official Stenographer.

POOR QUALITY
ORIGINAL

0645

3 DISTRICT POLICE COURT.

THE PEOPLE,
ON COMPLAINT OF

Charpentier

agst.

Garrett

Examination had *Dec 8* 188 6

Before *Jacob M. Pallum* Police Justice.

I, *Walter L. Ormsby* Stenographer of the *3d* District Police Court, do hereby certify that the within testimony in the above case is a true and correct copy of the original Stenographer's notes of the testimony of

Henry S. Garrett

as taken by me on the above examination before said Justice.

Dated *Dec 8* 188 6

Walter L. Ormsby
Stenographer.

Police Justice.

Second Dist
Police Court

The People vs
Rosalie Chaufentier

Henry D. Garrett

Examination before Justice Pallein
Continued Dec 8 1886

The Defendant, Henry D. Garrett recollects in detail & for

Q When you delivered the deed to
Mr. Chaufentier at the time Mr.
Buchanan was present, did
you get it back the same
evening?

A No, Sir

Q Did you ever take that deed
for record?

A No Sir

Q When did you receive that
deed

A If I remember rightly - it
was about December - just
subsequent to the release
in what year?

A 1885

Q From whom did you receive it

A Just from the Register's Office

Q Previous to giving it to Mrs.
Chaufentier did you make
any endorsement on it?

A I did

Q Look at the paper now produced and say what you wrote on it - the endorsement?

A I wrote Henry D. Farrell 40 Woodlawn Avenue - when I took my office in the Stewart Building -

Q You never took it to the Register's Office to be recorded?

A No sir

Q Did Mrs. Carpenter pay you \$11,400?

A No sir, she did not.

Q The money you received to pay these Hinsdale people claim I think you received on the 18th day of August?

A I did - in the morning.

Cross examined

Q How old are you?

A 26 years

Q Where do you live?

A 433 West 21st St.

Q How long?

A Since July

Q Where did you live prior to that?

A 40 Woodlawn Avenue Jersey City N.J.

Q How long

A About six years previous

- Q- Where did you live prior to that?
- A- 21 Gregory street Jersey City
- Q- Where prior to that?
- A- 440 street Jersey City
- Q- How far back have you resided in Jersey City
- A- Since I can remember
- Q- With your parents there?
- A- Yes Sir.
- Q- When did you first obtain your New York State residence?
- A- I told you - in July 1886
- Q- Before that time you had not resided in the State of New York?
- A- Not to have a residence. No.
- Q- You testified that you had been admitted as an Attorney and Counsel of the State of New York?
- A- Yes
- Q- Where were you admitted?
- A- At Poughkeepsie
- Q- When?
- A- 1882
- Q- Had you been admitted prior to that?
- A- Not in New York State
- Q- In any other state?
- A- No, Sir

Q Were you admitted on motion
or examination?

A On examination.

Q Where?

A at Poughkeepsie

Q Before whom?

A I do not remember

Q Before one or more?

A Before three

Q Did you sign the roll of
attorneys?

A I did

Q Did you take the oath at
that time?

A I did

Q Can't you fix the date?

A No sir

Q Was it in May 1882?

A Yes; it was in May.

Q Have you a diploma?

A I have; I will produce
it if requested. It was
hanging on the wall in my
office

Q When did you first meet
Mr. Champenter?

A June 15 1885. I am not
positive

Q What was the first business
transaction that you had with
her

A As counsel as to the title to the

- House 160 West 24th street
- 2 Did she pay you any money at the time?
- A I think she did
- 2 You can't fix the date
- A I think it was June 15 1885
- 2 I cannot be positive
- 2 Do you remember her paying you some money prior to that time?
- A No Mr. I do not; I never saw her before.
(Receipt shown)
- 2 Look at that paper and see if it resembles your memory. (Receipt marked "Exhibit A. Dec 1. 1885")
- A That was the first money I received. This is dated June 3
- 2 What was that money paid for?
- A For examination as to the title of the house 160 West 24th street - I demanded an examination of the papers.
- 2 Did you have any conversation respecting the 7th Avenue property?
- A No Sir.
- 2 What was the first conversation you had regarding
- 5

- the Seventh Avenue property?
- A - As near as I can judge about two or three days before I went to San Francisco.
- Q What was that conversation?
- A - She was telling me about a servant she had with Siegfried. She said that he was the man who was holding possession of this house.
- Q Anything else?
- A I do not want to move quickly - let me think. She also told me that she had been negotiating with certain parties who held an interest in it, as she was thinking of buying them out. It was at that time that I advised her that if this man had held possession of this property since 1884 that her title to it would be no good, but that if she could properly purchase the man off that if she could get it for the price she mentioned - I forget what the price was - it would be a very cheap bargain.
- Q - How did you come to go to the Herald for Mr. Charteris?
- A Mr. Charteris gave me the address of the people at Herald.

2 For what purpose did you go to
Hrusdale?

A After suggestion to purchase
the interest of Leirs in the house
160 West 24th street

2 Nothing said about the Seventh
Avenue property?

A No, Sir

2 After you made the arrangement
with the Leirs at Hrusdale how
did you come to go to
San Francisco?

A A brother resided at San Fran-
cisco - a brother of these three
parties at Hrusdale. Mr. Chapentier
had agreed with these parties
that if the brother would sign
the deed that they would sign
it. He then requested me to
go to San Francisco

2 For what purpose?

A To have the deed signed

2 Deed for what?

A Deed for the house 160 West
24th street

2 You went to California?

A Yes

2 Did you see William Mc Ardle?

A I did.

2 Did you arrange with him?

A I did

2 What arrangement did you

make with him?

A - He told me that he liked the arrangement

Q Did you get him to make the deed?

A Yes I did

Q Is that his signature? (Paper shown)

A That is his signature

Q What agreement did you make with him before the execution of that deed?

A I agreed to pay him \$3,000

Q Did you pay him \$3,000?

A I did

Q How did you pay it?

A He received the money in cash of a draft on the Bank of Nevada.

Q Look at this and say whether that is the draft?

A Yes

Q The draft you drew?

A Yes

Q The draft that was paid?

A Yes

Q That is your endorsement on the back? (Paper marked E B Dec 8/1907)

A That is my endorsement

Q You saw Mc Adde receive this money?

A I was unacquainted at the bank and they would not

Q Have I paid it at my request
Did he give you back any
portion of the money?

A I decline to answer - that is a
private arrangement having
nothing to do with this case.

Q Is it not a fact that you
only paid William Mc Ardle
one thousand dollars?

A No sir; that is not the fact.

Q And that you now owe him
\$2,000?

A No, sir.

Q Has he to there not a suit
now pending against you?

A I believe there is

Q Growing out of these proceedings?

A Yes, sir.

Q When Mc Ardle has sued you?

A He has.

Q His suit now pending?

A Yes, sir.

Q In which you have put in
an answer?

A Yes.

(Exhibit A. Dec 2 1886 shown)

Q Is this the deed executed
by William Mc Ardle?

A Yes.

Q Is that your writing?

A Yes; I wrote the signature - I
wrote the acknowledgements in

Q San Francisco for the Commission
How much of this other is in
your handwriting

A "Queen; 18th of August" is not
my handwriting

Q Were you present when this deed
was recorded in Long Island?

A Yes The names in this
acknowledgement were written
by me - all the writing in the
acknowledgement certificate except
the words "Queen 18th day of
August."

Q Do you know who wrote ^{those lines} that?

A No Sir

Q Will you swear that they are
not in your handwriting?

A I swear positively

Q Did you ever see this writing
before?

A I have

Q The names on the front page of
the deed the handwriting of the
grantors names, and the
consideration?

A No

Q Is there any part of the
handwriting of this page
that you did?

A No

Q You went to California for
Mr. Carpenter simply to get

William Mc Ardle to execute a release or deed of the property in 24th street?

A Yes, Sir.
Q Was that the only purpose for which you went to San Francisco?

A Yes, Sir.
Q Nothing had then been said about the 7th Avenue property?

A No sir; only what I told you.
Q You paid \$3,000 to get the signature of Mc Ardle and his wife to a release of their claim upon the property in 24th street and nothing else?

A Yes, Sir.
Q Is that your signature to that letter?

A Yes, Sir.

Letter marked "E. B. Dec 8 1886" and translated from the French by witness, as follows:—

"By my despatches you have understood that Mr Mc Ardle desires you to pay \$3,000. Now, just as I told you Mr Mc Ardle has the right to ask that money. Certainly it is a great sum, but, as you will then have an interest against ^{that} Diefenthaler in the property, and the \$11,000,

I think it better you should

pay him. If you cannot send all the money you had better send as much as you can for if Mr. Adde demands more it is dangerous to wait much longer. \$9,000 for \$100,000 is very little. Take my advice and send the money at once. Don't wait.

Respectfully

Henry D. Farrell

Letter offered in evidence & c.

Q Please explain what you mean about the \$100,000

A I do not remember. I am not very conversant with the French language. It must have been a slip.

Q And that is all the explanation you can give?

A That is all

Q And after you wrote that letter you received this draft?

A Yes

Q Before you went to California did Mr. Chepferier put into your hands the paper for searching this title?

A He put into my hands the deed from Diefenthaler. The deed from Alfred Jones, and the mortgage that she had executed to Diefenthaler - the latter was

- a copy - not the original
- Q Were those papers relating to the 24th street house?
- A Yes Sir
- Q Is that all the papers she gave you?
- A That is all I remember
- Q Did she give you the deed that she received from Mr. Keenan?
- A I do not remember that she did. I do not think so.
- Q Is it not a fact that she did give you other deeds?
- A I do not know; I cannot say.
- Q Did you prepare this deed, Exhibit A. See 2?
- A No Sir
- Q The deed from Keenan?
- A No, Sir
- Q Do you remember that on the 3d day of June 1885 you received this \$35 for drawing papers?
- A Yes
- Q Did she say anything at that time about the 7th Avenue property?
- A No, Sir
- Q Did she say anything to you before that
- A She spoke about purchasing.

Q Only spoke about it in a general way?

A Yes Sir

Q Before you went to California?

A Yes Sir

Q What day did you get back from California?

A August 10

Q You testified on your direct examination that after this deed "Exhibit A Dec 2" was executed by the people at Hurdale you delivered it on the same day to Mrs. Carpenter; that you asked her to let you record it and she refused?

A Yes

Q Is that all that she said? Did she say you were too young?
A I do not recollect all. She told me she knew more about these things than I did; that she had had law business before and would take care of her own papers as far as the recording was concerned; that she had been swindled before and did not propose to be swindled again.

Q When did you write your name on the back of the deed?

A In San Francisco

Q What part did you write in San Francisco?

- A Henry S. Garrett
- Q Did you write 180 Broadway?
- A No, Sir. I wrote that in my office in the Stewart building.
- Q After you got back from the Registers Office?
- A No, Sir. Some time in December.
- Q How did you come to write that?
- A My address had been at 40 Wallman Avenue, and I erased that.
- Q Where was your office previous to Oct 26 1885?
- A 291 Broadway.
- Q Did you have an office there?
- A Desk room.
- Q Was you living in Wallman Avenue then?
- A I was. I wrote that in San Francisco.
- Q When did you erase Wallman Avenue?
- A When I removed my office to the Stewart Building.
- Q After the deed came from the Registers Office?
- A Yes.
- Q Did you examine the title to this 7th Avenue property for Mr. Carpenter?
- A Yes; after I returned from San Francisco.

2 Did you examine it before you went there?

A No, Sir

2 Did she deliver this deed to you all made out?

A Yes Sir

2 Did she say who made it out?

A No Sir she did not

2 Did you examine the title?

A I never examined the title myself.

2 Did you have it examined?

A Yes

2 When?

A After I returned from San Francisco

2 How long after?

A I would not be positive

2 A month?

A I do not remember

2 Two months?

A I do not remember

2 Three months?

A I do not remember

2 Four?

A I do not remember

2 Did you report to her the result of your examination of the 7th Avenue property?

A I did

2 What was it?

A I told her she had no title to the property. I told her

Q She had no title to the property
and all she could do was to
sue Siefenthaler for breach of
warranty to the house in
24 street

Q This was after your return
from California?

A Yes

Q After you had got this
deed executed?

A Yes

Q Did you do work while there
respecting the title of the
7th Avenue property?

A No Sir

Q Have you rendered any other
legal services for her?

A A great many

Q What were they?

A Different suits brought by
and against tenants in District
courts

Q State what they were?

A - She was sued by Mr Fernandez
she sued Mrs Fernandez in the
District Court

Q For what?

A I do not remember

Q Well?

A He gave me several bills
to collect for her; old debts.
I went around and collected

then for her: I took reports
of people and reported them
back to her. I put a tenant
out for her house for her. I
was called to her house as
late as 10 or 11 o'clock at
night. I went to Albany
for her to see about the
divorce case of Mrs. Fields
who married you?

Q Mrs. Carpenter

Q Did Mrs. Fields know that
Mrs. Carpenter sent you?

A I told her.

Q Look at paper marked "E. C.
Dec 8/1886 O. J." Did you write
that?

A No! I did not write it and
I did not sign it.

Q E. C. offered in evidence
Look at papers shown you and
say which you signed and
which you did not sign?

A I signed "Exhibit D. Dec 8/1886 O. J."

I signed paper marked "E. C. Dec 8/1886 O. J."

I signed paper marked "E. F. Dec 8/1886 O. J."

I did not write or sign

I signed paper marked "E. S. Dec 8/1886 O. J."

I wrote and signed paper marked "E. H. Dec 8/1886 O. J."

I know nothing about "E. J." I did
not write or sign it

I wrote and signed Exhibit K.

I did not write or sign Exhibit L.

I will not swear that I did not write Exhibit M, but I will ^{not} swear that I did ^{or did} not sign it.

Q Do you mean to say that you do not know your own signature?

A I cannot swear to that signature.

I did not write or sign Exhibit O or Exhibit N. Exhibit P is mine.

Exhibit Q I wrote at Mrs. Chaufentier's request. That is my signature.

Q Look at Exhibit M, and say what that was given for?

A That was the time I was sent by Mrs. Chaufentier to look after Mrs. Fields' case - to see what she had there - she had a divorce case.

Q Will you tell what you received all these various sums of money for?

A Most of that I received to pay an attorney I had engaged for Mrs. Chaufentier's case. Some of it was for going to California. She paid me \$350 on account - she paid various sums whenever she could get them.

By Judge Patton

Q - Did she always pay you in money?

A - Sometimes she gave me checks that parties gave to her.

Q - Never a check of her own?

A - No, Sir

By Mr. Mackin

Q - What was Exhibit F given for?

A - I do not remember

Q - What was Exhibit C given for?

A - I did not write it or sign it

Q - What was the \$1500 for?

A - Mr. Carpenter allowed me to continue the case

Q - What case?

A - The case she had against Mr. Drepenthaler

Q - What was that about?

A - That was the case she had when Drepenthaler gave a deed for 90 feet on the 24th Street house, and only gave up 90 feet

Q - Did you bring that suit for her?

A - No, Sir

Q - Did Mr. Carpenter ever instruct you that you should bring such a suit?

A She did

Q The money that you received
was on account of that suit?

A Exactly. That is all Dr. Fentle's
money

Q What became of the suit?

A It was discontinued by her

Q How far did it go?

A I do not know. Mr. Baker
attended to it

Q Don't you know that all that
was done in the case was
that an answer was put in?

A I do not know. He employed
Mr. Baker

Q About this \$1500?

A It was not paid to me;
it was simply a note given
to secure me. I told her
I would carry on that suit
for \$1500.

Q How much did you get in all?

A I cannot tell exactly
without my books

Q Between June 1 1885 and
July 1 1886, did you not
receive from Mr. Chamberlain
over \$3000?

A No Sir; I did not.

Q Do you know how much
you did receive?

A Over \$2500 I believe.

- Q What for?
- A There was \$1000 for going to San Francisco.
- Q What receipts did you give for that money?
- A There is one - Exhibit E. There is another - Exhibit F.
- Q Have you picked out of all these receipts the receipts for money for going to San Francisco?
- A All that I have here. There are a good many receipts for money I gave for San Francisco.
- Q Besides these receipts?
- A Yes Sir.
- Q Have you received from her other sums of money besides these?
- A For going to San Francisco.
- Q For any other purpose?
- A I do not remember.
- Q Do you know Mr. Buchanan?
- A I do.
- Q Is he a friend of yours?
- A Not particularly.
- Q About how long is he in the office with you?
- A Since January 1856.
- Q Is he acquainted with your business?
- A No Sir.

Q Has he any business connection with you wholesale?

A No, Sir.

Q You never employed him?

A- No, Sir. The only business I ever had with him was that I chartered a company in which he was one of the directors.

Q Did you introduce him to Mr. Chamberlain?

A- I did.

Q When the first time?

A- August 18 - in the evening.

Q Did he then have an office with you?

A- No; his office was at 30 Vesey St.

Q Could you recognize his handwriting?

A- No.

Q Whose signature is on Exhibit R?

A- I will not swear that it was or was not my writing.

Q Is "Exhibit S" your letter?

A- No, Sir.

Q Is that your signature - the Exhibit T?

A- No, Sir. I never wrote it.

Q Did you sign it?

A- No, Sir.

Q Did you see it?

25 A- No, Sir.

Q Did you sign Exhibit "K"?

A No Sir.

Q Is that your signature to Exhibit "V"?

A No Sir; it is not my writing.

Q Did you ever see it before?

A No Sir.

Q Is Exhibit "W" your writing?

A Yes; that is my writing.

Q Look at Exhibit "I" again. Did you write that?

A No, Sir. I did not write that.

Q Did you have a conversation with Mr. Machin on October 2, 1886?

A I do not recollect the date. I believe I had two conversations with him.

Q Did you state to Mr. Machin that you paid Mrs. Burke Arde \$250 out of your own pocket to get her to sign the deed?

A I did not.

Q Did you state to Mr. Machin that Mrs. Carpenter went with you to Hinsdale to get the heirs to sign the deed?

A I did.

Q And that Mrs. Carpenter made a bargain with the heirs? And paid each of them \$200?

- Q Did you tell Mr. Leachman that you had never received from Mr. Chapentier any money except that \$3000 draft?
- A W. Br: I did not
- Q And that there was paid the heirs \$3450?
- A W.
- Q You never bought a suit on the 24th Street property for Mr. Chapentier or on the 7th Avenue property except for that 1 foot?
- A W. Br:
- Q That was the only service rendered her so far as Chapentier was concerned?
- A Yes. Br:
- Q What time in the evening was this deed delivered to Mr. Chapentier?
- A Between 6 and 7
- Q Who was present?
- A Mr. Buchanan, Mr. Chapentier, occasionally Miss Chapentier, and I was there
- Q Where was it?
- A The deed was delivered in the front store. There were two counters to the store. It was delivered at the little counter

Was the gas lit?

A No, Sir

Q Any pen and ink there?

A No Sir, not that I saw.

Q How did Mr Buchanan come to go there?

A I called at his office. I had transacted some business for him, and settled with him that day. He was going up town - I believe to the 5th Avenue Hotel. We went up together, and got off at 23d Street. I said if he would go down to Mr Charpentier with him me. I would go up with him, and he went there.

Q Do you know a man by the name of Holder?

A Yes Sir I do.

Q Has he ever been to Mr Charpentiers with you?

A Yes; I think he has at various

Q times? Was not Mr Buchanan with you at Mr Charpentiers at various times?

A Yes; I think he was once or twice

Q When did you first meet Mr. Buchanan?

26 A Several years ago?

Q - Where?

A I was introduced to him
in Union Square

Q Who introduced you?

A Friends of mine.

Q What is his name?

A Sinclair

Q Where does he live?

A In New York state

Q Have you ever been arrested?

A I decline to answer.

Q Have you been indicted?

Objected to

A I decline to answer

Q Have you ever been
convicted of any crime?

A I decline to answer

Q On what ground?

A On the ground that the
answer tends to degrade me.

Mr. Machin - I offer in evidence the
record of the indictment conviction
and sentence of this prisoner
in the state of New Jersey - an
unembellished copy of the record.

Objected to on the ground
that there is no evidence
to identify the defendant
as Henry T. Loper, the
name of the defendant
in the papers introduced

- Q Did you ever go by the name
of Henry T. Loper?
- A No, Sir
- Q Do you know a man by the
name of Henry T. Loper?
- A No, Sir
- Q Were you ever indicted, ^{and convicted} under
the name of Henry T. Loper?
- A - No, Sir
- Q Do you know Mrs. Arthur?
- A I do
- Q Did you ever have any business
dealings with her?
- A I did
- Q Have you been arrested on
her suit?
- A I decline to answer that
question;

Adjourned to Saturday next
at 10.

POOR QUALITY
ORIGINAL

0674

B District Police Court.

Chapman

vs.

Garrett

STENOGRAPHER'S TRANSCRIPT.

Dec 1 188*6*

BEFORE HON.

Isaac H. Pellum

Police Justice.

W. J. Corcoran

Official Stenographer.

STENOGRAPHER'S MINUTES.

L District Police Court.

THE PEOPLE, &c., IN COMPLAINT OF

Chapman

vs.

Smith

BEFORE HON.

J. M. Patterson

POLICE JUSTICE,

Dec 14
(Continued) 188*6*

APPEARANCES:

{ For the People, _____
For the Defence, _____

188

INDEX.

WITNESSES.

Direct Ex.

Cross Ex.

Re-Direct.

Re-Cross.

<i>John C Klatz</i>	<i>1</i>	<i>2</i>		
<i>Sgt H. D. Garrett, (Recalled)</i>		<i>4</i>		
<i>Comp. Mrs Chapman (Recalled)</i>	<i>11</i>	<i>12</i>		

W. L. Embury

Official Stenographer.

POOR QUALITY
ORIGINAL

0676

DISTRICT POLICE COURT.

THE PEOPLE,
ON COMPLAINT OF

Chapentier

agst.

Garrett

Examination had *Dec 14*

188

6

Before *J. M. Patterson*

Police Justice.

I, *Watson L. Ormby* Stenographer of the District Police

Court, do hereby certify that the within testimony in the above case is a true and correct copy of
the original Stenographer's notes of the testimony of *John C. Klatzel*
Henry J. Garrett, and *Rosalie Chapentier*
as taken by me on the above examination before said Justice.

Dated *Dec 14* 188 *6*

W. L. Ormby

Stenographer.

Police Justice.

Charpentier
v
Garrett

Examination before Justice Patterson
Continued Dec 14 1886

John B. Klatz, being called as a witness for Defendant, deposes and says. I am a dealer in flour, in this city. I know Mrs. Charpentier the complaining witness, I have had business transactions with her.

Papers shown, marked
Exhibits A, B, C, & "D",
Dec 14 1886 op.

Q Did you make a loan in January 1885 for Mrs. Charpentier, for \$3,500 on property in 23rd st.?

A I did on the 8th day of January 1885, and subsequently on the 15th day of July 1885 I procured for her a loan of \$3,000

Q How came you to do that?

A Mrs. Charpentier, I think about the 10th or 11th of July asked me to procure it (the \$3,000 loan)

Q What did she state as the reason why she wanted the loan for the \$3,000

A To meet a draft from California
Q Subsequent to that again did you have any other money transactions with Mrs. Charpentier?

A I think it was about the 17th of August. I loaned her \$400 in cash and took her note for it

Q Did she state anything at that time what she wanted the money for?

A No, Sir, I think that she wanted to use it for some purpose, she was a little short.

Cross examined

Q You were in the habit of dealing with her?

A Yes, Sir I was selling her flour.

Q Did Mrs. Charpentier ever say anything to you about buying property?

A She said she was getting the interest which some heirs had in some property

By Justice Patterson

Q When was that?

A That was, I think after the \$300 loan was made. She

had been talking before that about a little change there in the title which had been fixed by a man by the name of Herslett - or Mrs Keenan that had been fixed I think after the first loan and before the second loan was made.

Q - Do you know anything at all where the money came from to take these mortgages up?

A - Nothing more than what they she told me

Q - who?

A - Mr. Chamberlain

Q - What did she say?

A - She told me Garrett wrote to her to come to his office and bring the money to pay the mortgages. She wanted to know if Mr Mantau would receive the money if she secured some money from somebody else

Q - Did you have any conversation with her about getting possession of the property in Seventh Avenue?

A - Yes, Sir. She said she was getting a partner interest - and commenced a suit against a man by the name of Dreifenthaler.

- Q Getting parties interest?
- A Yes - the interest that Lewis had, and was going to get title.
- Q Any conversation between you and her about that?
- A Nothing more than I told her I did not see what title she could get to the property from anybody.
- Q Did she say to you who was her lawyer?
- A I understood her to say Mr. Garrett was attending to this matter for her.

Sworn to before me
this 14th day of December
1886
J. M. Patterson
Police Justice

- W. D. Garrett, the defendant,
recalled for further cross examination
deposes and says:-
- Q Have you produced here your
certificate of admission to the
Bar of the State of New York?
- A Mr. Pr.; I could not - It has
been taken from my office.
Paper marked "Exhibit
E. Dec 14 1886, Op. is

- here offered in evidence
by the people's counsel.
- 2 - Look at paper marked "Exhibit
7. Dec 14/1887" and say
whether you wrote that letter?
- 1 - Yes; I wrote that
Defendants' counsel
objects.
- 2 Was that written upon your
letter head?
- 1 - Yes, Sir.
- 2 Are you a solicitor for Africa?
- 1 - Yes.
- 2 What country portion?
- 1 - Algeria
- 2 And for New Zealand?
- 1 - Yes Sir; I have a cousin
in New Zealand who transacts
my business for me.
- 2 Who is this Mr. Culver who is
referred to in this letter?
- 1 - A gentleman with whom I
had dealings.
- 2 Did you retain him to
bring a suit for Mr. Chamberlain?
- 1 - No, Sir. This refers to
Charles & Culver who has an
office in Albany. Mr. Chamber-
lain sent me to Albany
to look after Mr. Fieldy
matter, and I went to him
with reference to Mr. Wentz.

Q. When Mr. Chaufentier first engaged you did she give you the Kearney deed?

A. I do not remember.

Q. Look at deed now shown you and say if it is the deed from Mrs. Kearney to Mr. Chaufentier?

A. I think it is

Q. Don't you know?

A. I would not be positive - no sir

Q. Are you positive you did not give a receipt for it?

A. No, sir; I will not swear - I do not remember

Q. If she gave you the deed - what did she do it for?

A. To see whether it was good I suppose

Q. Did she not give you that deed so that you could draw the other deed?

A. No, sir

Q. Is not the description in the deed of the 3rd Avenue property the same as the deed in question?

A. It is

Q. That you took to California?

A. Yes

Paper shown marked Exhibit
Q. Dec 14, 1886 O.K.

Q Were the allegations on the second page of "Exhibit A Dec 2" made by you?

A I do not believe they were.

Q Did you or did you not make them?

A I do not believe I did.

Q Do you know how that paper reached the Registers office?

A No.

Q Do you know whether the description as there written is the same as it appears in the Registers office?

A No, Sir; I do not know.

Q Do you know a man by the name of Frank Waters?

A I do.

Q What is his business?

A Launder.

Q Did you in October of this year, employ him to procure a loan of \$1000 for Mrs. Charpentier on property in 28th street?

A No Sir; I did not.

Q - Did you at that time, or just prior thereto, have an abstract of title belonging to Mrs. Charpentier?

Objected to

Objection overruled.

A I did.

Q What did you do with it?

A I gave it to Mr. Waters

Q Is Frank Waters?

A Yes, sir.

Q Have you ever seen it since?

A No, sir.

Q What did you give it to him for?

A Mrs. Cherpentier wanted me to purchase her house. I told her I would see if I could get somebody to buy it. I did have a man who looked at it, that did not want a house with a mortgage on it. I had some business with Mr. Waters and I asked him if he knew anybody who would take a first mortgage if the other mortgage was released. He told me to let him have the abstract.

Q When did Mrs. Cherpentier get her papers from you?

A I think she got them from me the day after Mr. O'Gorman came into my office - I do not remember what day.

Q Before or after you were arrested on Mr. Arthur's suit?

- A Before
Q Around October somewhere?
A I will not be positive.
Q Do you know when the two bonds and mortgages (Exhibits A, B, C, D Dec 14 1886) that have been produced here came from?
A I do.
Q Where from?
A From me.
Q Why did you not give this to Mrs. Carpenter when you gave her her papers?
A I did not see any necessity for it - they were cancelled.
Q Did you not tell her you had given her all her papers?
A No, Sir; you did not ask me that question.
Q Did you not tell me you had given Mrs. Carpenter her abstract?
A I did give her her abstract.
~~A I did give her~~
Q Now you say you gave it to Waters?
A That was only a copy.
Q Did you sign Mrs. Carpenter's name to a note for \$700 and present it to you

1 father to get it discounted?
W. Sir

2 Did you write that name
on paper marked Exhibit H.
Dec 14 1880

(Exhibit H. Dec 14 shown)

1 W. Sir: I do not remember it.

2 Did you ever see that paper
before

(Paper shown marked
E. I Dec 14 1880)

1 I do not remember seeing
it before.

2 Did you write that name
there?

1 No, Sir

2 Did you write this name
on the back

1 No Sir I did not.

2 Look at Exhibit J. and
see if you can find any
mark upon it

(Paper shown marked
E. J. Dec 14 1880 of.)

1 Yes Sir: I wrote my name
on the back of that check.

2 Do you know who signed
it?

1 I do not

2 Look at paper marked "E. K
Dec 14 1880 of"

(E. K shown)

A- I endorsed that
Q Did you sign the makers
name to that?

A I did not.

Q Look at that - (paper shown)
Did you ever see that before?
(Paper marked "Exhibit
L Dec 14 1886. Of.")

A I do not remember ever
having seen it

Q Did you not write the makers
name on that check?

A No, Sir

Q Nor the endorsement?

A No, Sir

Q Look at these papers (E.M.) and
say are those the papers in the
suit of Chaufentier against
Diefenthaler?

A I cannot say.

Q Papers marked "E.M.
Dec 14 1886 Of."

Q Did you not give these
papers to Mr. Chaufentier?

A I do not remember. I
might have given them to
her

Sworn to before me this
14th day of December

1886
J.M. Patterson
Police Justice

Mr. Chaufertin, the complaining
witness, recalled by the Machine.
Q When was the first time you
saw James Buchanan the
witness here?

A In March 1886.

Q Was that the first time he
was ever at your house?

A Yes.

Q Did you pay or give to
Mr. Garrett on August 18/1885
\$600-?

A No.

Q But you give him a receipt
for that on August 18/1885.

A No.

Q Look at "E. B. Dec 2 1886 and
say whether that is your
signature?

A No.

Q You never signed it?

A No.

Q Was Mr. Buchanan present
at the time Mr. Garrett came
to you and said that he
got it signed by the heirs of
the Hirsdale estate?

A No.

Q Did you transact any business
about this date in this store
- in your store?

A - No; it was in the room.

Q What room

A The middle room back of the store

Q Did you sign a paper produced here as a release?

A No.

Q Did you see Mr. Mc Ardle from California?

A No; I do not know him.

Q Mr. Garrett never brought him to see you?

A No.

Q Did you ever employ Mr. Garrett to go to the Court of Appeals at Albany in Mrs. Field's case?

A No.

Cross Examined

Q Look at E & B, Dec 2 - is this the first time you have seen that?

A I saw it at Jefferson Market Court?

Q Do you remember being examined on that?

A Yes.

(Testimony of witness as to E & B, on Dec 2, read to witness)

Q You heard Mr. Klatzky testify?

A Yes.

A. Yes.
Q. Do you remember what time you got that \$400 from Mr. Klatzel?

A. I do not know.

By Justice Patterson.

Q. Why first told you that there was another heir to that property on 7th Avenue.

A. Mrs. Kearney.

Q. How long ago was that?

A. In 1884.

Q. How did you first see Mrs. Kearney?

A. She came and told me who she was.

Q. Why was it that you owed money on property and was paying interest when you had the cash in your hands to pay off the mortgage?

A. Mr. O'Sorman told me the title was not right. I did not want to pay the money until I saw that it was all right.

Q. Why did you go to Mr. O'Sorman

A. To loan money.

Q. Why did you want to borrow money when you had money to pay the loan?

A I wanted to change the mortgage but Mr. Conder had.

Q Why did you not pay off the mortgage with the money you had in the house instead of changing the mortgage?

A I did not want to touch that money

Q Why not?

A I always heard the title was not good

Q You never knew that until you went to O. Eorman?

A No.

Justice Pallen — I cannot understand why you kept paying interest on a loan when you had the money in the house to pay that mortgage off.

A (Continued) Mr. O. Eorman said the title was wrong

Q — Why did you keep that money in the house instead of paying off the mortgage?

A I went to Mr. Conder 10 years ago and wanted to pay off the mortgage, and Mr. Conder did not want to take the money. Then I wanted to

- change the mortgage
- Q Why did you not use this money you had in the house instead of making another loan?
- A I preferred to keep the money in the house.
- Q Why did you borrow \$3000 if you had money in the house?
- A For the reason that I would have to pay \$12,000 to the heirs.
- Q - Did you ever put money in the bank?
- A No.

Sworn to before me this
4th day of December
1916

J. M. Patterson
Notary Public

POOR QUALITY
ORIGINAL

0693

1911

9 District Police Court.

Chapfender

vs.

Garrett

STENOGRAPHER'S TRANSCRIPT.

Dec 14 188*6*

BEFORE HON.

J. M. Patterson

Police Justice.

W. J. Connerby

Official Stenographer.

POOR QUALITY
ORIGINAL

0694

RICT
LICE COURT.

The People
apentier
Garrett

Papers which Defendant
means he did not write
or is in doubt
Q. J. T. M. N.
Q. R. S. T. U. V.

1885

June 3. Cash -
Sept 10 "
Oct 5. "
" 15 Note
" 19 Cash
1886

\$ 350 -
35.00
110.00 ✓
75.00 ✓
175.00 ✓
1500.00 ✓
30.00 ✓ receipt

Feb 25. cash
Apr 19. "
May 8. "
June 30. "
July 3. "

300.00 ✓ ✓
380.00 ✓ ✓
75.00 ✓ ✓
75.00 ✓ ✓
55.00 ✓ receipt

\$ 2,805.00

July 1886 -

\$ 500 in deposit in bank

June 20/87 -
Sept 10/87 -
50.00

JD

2805 -

~~3305 -~~

[Handwritten signature]

**POOR QUALITY
ORIGINAL**

0696

Man Cack/pa

Know Ye To all to whom these presents may come
that I, Rosalie Chapentier of the City
County and State of New York, have this ~~day~~
tenth day of May one thousand eight hundred
and eighty-six, released, extinguished and
discharged and by these presents do fully
and absolutely release, extinguish and discharge
from any liability of what ever kind of Nature,
Henry D. Garrett, and know Ye that the
said Henry D. Garrett, having surrendered
to me all documents & papers placed in his
possession by me, I the said Rosalie Chapentier, in
consideration thereof do hereby for myself, my heirs,
executors & assigns remise, release and
forever discharge the said Henry D. Garrett
his executors, administrators & assigns, and
from all every covenants & agreements, if and
on the part and behalf of the said Henry D. Garrett
to be done and performed, and from all actions, suits,
costs, charges, payments, damages, claims
and demands whatsoever in law and equity for
or concerning the same in any manner form
In witness whereof I the said Rosalie Chapentier
have hereunto set my hand & seal this tenth day of
May, one thousand eight hundred & eighty-six
Rosalie Chapentier
In presence of }
W. Macpherson } Sworn to before me this
10th day of May A.D. 1886.
Notary Public }
City & County of New York.

POOR QUALITY
ORIGINAL

0698

City & County of New York.

Positive Character

to

Henry D. Garrett

Release

Dated May 10th 1886

By J. M. H. B.

P. B. HATHAWAY.

G. L. SIMONSON.

HATHAWAY & SIMONSON,
COUNSELLORS AT LAW,

STEWART BUILDING, ROOM 92.

No. 280 BROADWAY,

My General Serrano
Peoples
vs.

Hocury D. Garrett

New York, Feb 19 1887

Hon Randolph B. Martin

Dist. Atty.

Dear Sir.

Sometime
in the early part of this month I made
a written stipulation with Mr Parker
your Chief Clerk to set above case down
for Feby. 23. for trial

Since that date by Dist. Atty Briggs and
Mr John Bowman have been associated
with me in the case, and in preparing
the same for trial we find that certain
evidence from Song Branch cannot be pro-
-cured in time for the 23rd. The evidence re-
-ferred to is the most important of any we
have to produce and it would not be safe
for our client to proceed to trial without
it. We therefore respectfully ask that

the case stand over to some future day to be called up upon a four day notice & this application is made in entire good faith, and our desire being to have a speedy trial as soon as our testimony can be brought for the receiving state.

Knowing full well the consideration you always extend to the profession in applications of this character, when well founded, as we believe ours to be, we trust you will find it consistent with the ends of public justice to grant our request. We are very respectfully

Yours

D. L. Briggs (att)
John W. Combs
G. H. Simmons

POOR QUALITY
ORIGINAL

0701

No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after sending the message.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

NUMBER	SENT BY	REC'D BY	CHECK
448	O	Ch	16pds

Received at SAN FRANCISCO.

23rd July 5 1885

Dated New York 5

To A. D. Garrett Palace Hotel of
Try to arrange for
two thousand will go security
on house if not satisfactory
telegraph immediately
Mrs Rosalie Carpenter

**POOR QUALITY
ORIGINAL**

0702

Grandfather Trent

POOR QUALITY
ORIGINAL

0703

Form No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, and in any case where the claim is not presented in writing within sixty days after sending the message.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

NUMBER	SENT BY	REC'D BY	CHECK
109434	JP	15 Paul	12573

Received at SAN FRANCISCO.

Dated New York 8 July 8 1885
6:26 p

To Mr D Garrett Palace Hotel of

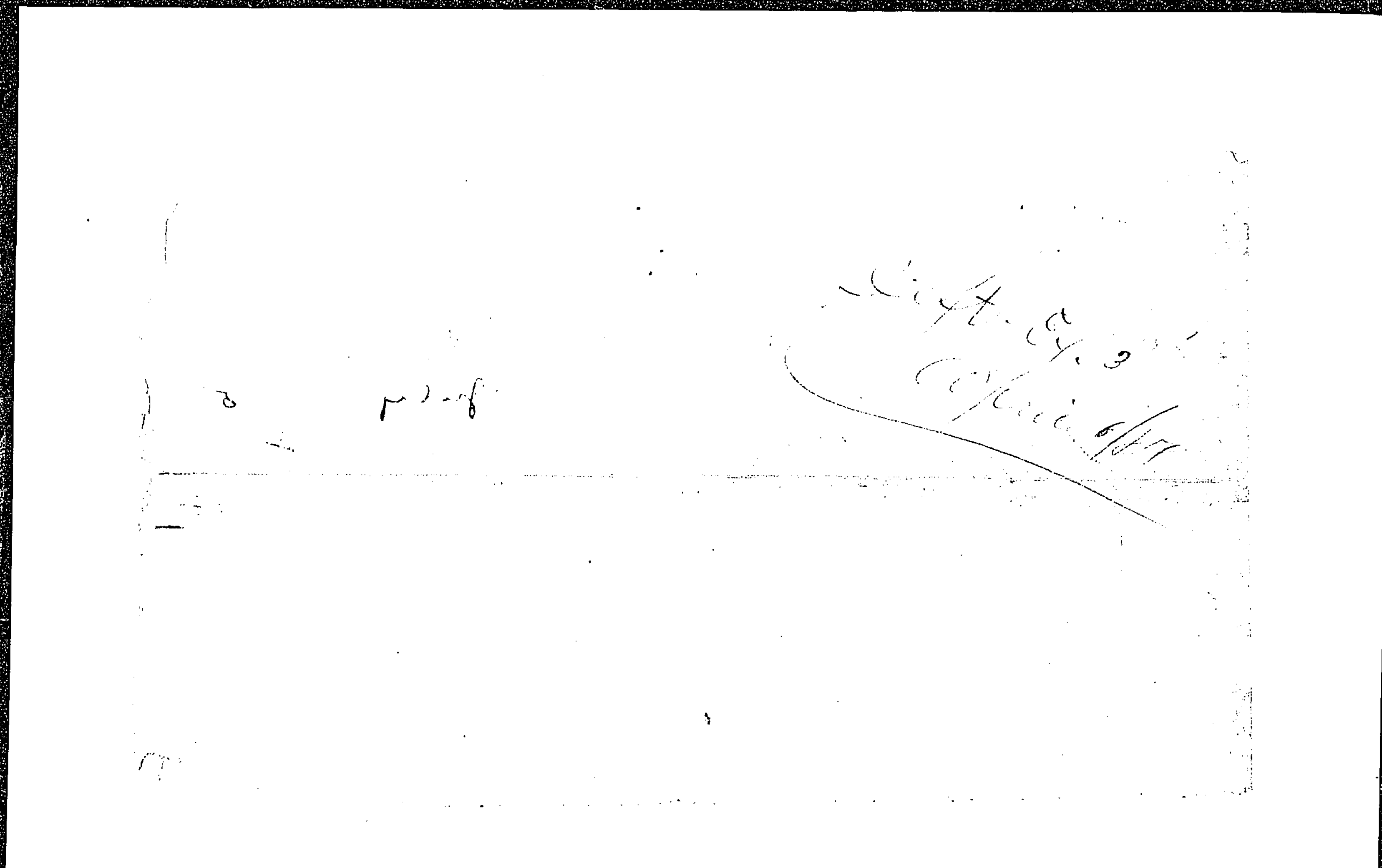
Will try to raise three thousand
or will you accept security on
house answer immediately

Mrs Rosalie Carpenter

Mps

**POOR QUALITY
ORIGINAL**

0704



POOR QUALITY
ORIGINAL

0709

HENRY D. GARRETT,
COUNSELLOR AT LAW,
280 BROADWAY.

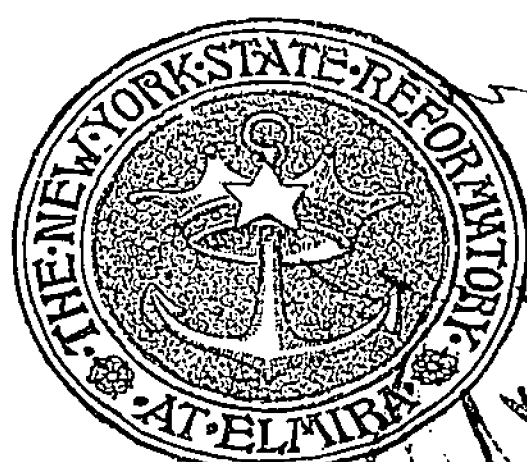
New York, *Sept 16th* 1886.

Mr. Catherine Tilden
Mr. Mary A. Barrell

I would be pleased
to see you or either at my
office as soon as convenient.
I desire to commence pro-
ceedings at once.

Very truly:

Henry D. Garrett



ELMIRA, N. Y.

April 1 1887

Mess Hathaway ^{and} Simmonson
No 280 Duane
N.Y.C.
Gents

Replying

to yours of the 14th. The law strictly fol-
lowed should prevent the commit-
-al to this Reformatory any person
previously convicted, of any offence
in this state or elsewhere, but we
are constantly receiving persons
having been convicted of misdemea-
-ors whose previous conviction is
~~usually~~ usually within the
ken of the court. We receive
here anybody committed by a com-
petent court, but we have authority
under the law to transfer previously
convicted persons incorrigibles etc to the
state prison
The statute conferring this Authority
is however not mandatory but per-
missive. We do not proceed under it but in
extreme cases. The foregoing is doubtless

POOR QUALITY
ORIGINAL

0707

a sufficient reply to yours

Respectfully Yours

W. B. Wood

PART II.

THE COURT ROOM IS IN THE THIRD STORY, AND FRONTING THE PARK.

If this Subpoena is disobeyed, an attachment will immediately issue.

Bring this Subpoena with you, and give it to the Officer at the Court Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA

FOR A WITNESS TO ATTEND THE

Court of General Sessions of the Peace.

The People of the State of New York,

To

of No.

Valentine Diefenthaler
9 Ave + 57

Street,

GREETING:

WE COMMAND YOU, That, all business and excuses ceasing, you appear in your proper person, before the Court of General Sessions of the Peace to be holden in and for the City and County of New York, at the Sessions Building in the Park of the said City, on the

27 day of January instant, at the hour of 11 in the forenoon of the same day, to testify the truth and give evidence in our behalf, against

in a case of Felony, whereof he stands indicted. And this you are not to omit, under the penalty of Two Hundred and Fifty Dollars.

WITNESS, Hon. FREDERICK SMYTH, Recorder of our said City, at the City Hall, in our said City, the first Monday of January, in the year of our Lord 188

RANDOLPH B. MARTINE, District Attorney.

C. R. AGNEW, M. D.,
OFFICE HOURS:
9 A. M., TO 1 P. M.

266 MADISON AVENUE,
NEW YORK.

Jan. 27th 1887.

Hon. Randolph B. Martine;
District Attorney;

Dear Sir: This is to
certify that Valentine
Diefenthaler is unable
to appear at Court as
a witness, or otherwise,
on account of a severe
inflammation in his
right eye.

Very Respy Yrs
David Webster

POOR QUALITY
ORIGINAL

0710

Not responsible for any money paid to drivers.
Please send your Bill to be receipted at the office.

New York, June 3 1885

M. Wm. H. Garrett

J. L. EUGENE CHARPENTIER, Jr.

FRENCH & AMERICAN BAKERY.

DINNER AND PARTY ROLLS,

160 WEST 24TH ST.,

Bet. 6th and 7th Ave.

Advance for roll
in examination in case of
night & property.

135.00

POOR QUALITY
ORIGINAL

0711

Crew
~~File~~ E, A Dec 8 196
0.24

rechecked
det

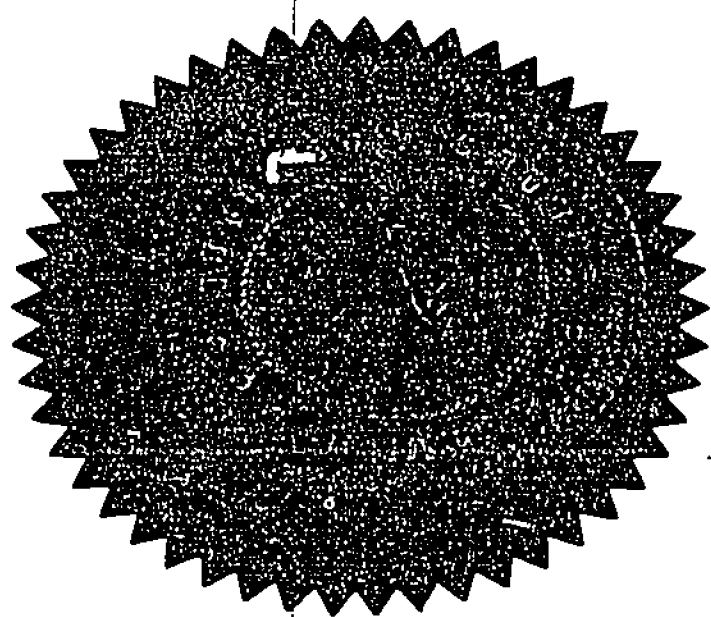
State of New York }
County of Dutchess } S.S.

I Edward B. Osborne,
Clerk of said County, do hereby
certify that I have examined the
book of Oaths of Attorneys since
May 1st 1874 to date hereof for
the oath of attorney of Henry D.
Garrett and do not find any
such person to have been
admitted as an attorney or
Counselor during that time.

I further certify that the
name of Henry D. Garrett does
not appear among the names
of the persons admitted to
practice at the May General
Term of the Second Judicial
Department I having carefully
examined the records.

In Testimony Whereof, I
have hereunto subscribed
my name and affixed
the Seal of said County
at Poughkeepsie, the 10th
day of December, 1886.

Edward B. Osborne
Clerk



POOR QUALITY
ORIGINAL

0713

Exhibit C Dec 1967

Handwritten signature and date: 12/19/67

Recd from Dist Atty's Office the following documents -

Deed from Heirs of Philip McArdle & Rosalie Charpentier, dated July 22, 1885, recorded in Office of Register of the City & County of New York, in Lib. 1898, p. 109 Oct 3, 1885

Deed from Margaret Carney & Rosalie Charpentier, dated Aug 6, 1884, recorded Lib. 1792, p. 401 Aug 22, 1884,

Bond Mort., dated Jan'y 1885, from Rosalie Charpentier to Louisa Kander for \$5,500 -

Bond Mort., from same to same for \$3000, dated July 15, 1885 -

I agree to return same on demand or give the said Rosalie Charpentier receipt therefor, with an agreement from her to produce said papers when wanted by the Dist. Atty -

Lt. Maclean
206 Broadway

May 14, 1887

Police Court— District.

Affidavit—Larceny.

City and County } ss.
of New York, }

of No. 100 West 25th Street, aged 51 years,
occupation Butcher being duly sworn

deposes and says, that on the 17th day of August 1888 at the City of New York, in the County of New York, was feloniously taken, stolen and carried away from the possession of deponent, in the night time, the following property viz:

Gold and lawful money of the United States
to the amount and of the value of
Seven thousand and four hundred 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 Mrs. L. Barrett, for the reason, that the defendant, who is an attorney and law-suit-law, was employed and authorized by deponent to negotiate for the release of the claims of Catherine A. Fildes, Mary G. Fairbairn, Anastasia E. Russ and Peter Russ, whom certain property which deponent had purchased to wit: the premises known and designated as No. 160 West 25th Street, and other property which she purchased, purchasing known and designated as No. 248-7 Avenue in the City of New York, that is represented, that each of the above claimants had fixed the value of their respective claims at three thousand dollars each, and that the sum of twelve thousand dollars would be required to procure the release and conveyance of all the right, title and interest of all of the above named

Sworn to before me, this 18th day of August 1888

Police Justice.

persons having claims: That on the above mentioned date
defendant in the presence of her daughter Eugene Chamberlain
and defendant the sum of Seven thousand dollars with
which to procure the release and conveyance of all the right-
fully and interest of the said Catherine S. Fields Mary S
Pearce, Anastasia S. Rose and Peter Rose in the above
mentioned property known and designated as 1210 Park St
and Nos 287-289-291 and 293 - & to secure by the payment
to each of the sum of Seven thousand dollars. That on the day
following the payment of the said Seven thousand dollars to
the defendant by defendant for the purpose above stated, the
defendant returned to defendant and informed her that re-
spective said Catherine S. Fields Mary S. Pearce
Anastasia S. Rose and Peter Rose each the sum of Seven thousand
dollars and had obtained their signatures to a warranty
 deed for the above described property.

Deponent further says, that the representations of the defendant, in so far as the amounts paid by the defendant to each of the above named interested parties, are, also much smaller, as Deponent has been informed and for the following reasons:

That defendant has been informed by William L. Fieldes, one of the persons above named, who held a claim upon the above described property, that the defendant's representative made statement that he paid her the sum of Five thousand dollars in full and nothing, that he intended to pay her the sum of Five hundred dollars only, and in fact did pay her on the 18 day of August 1885 the sum of Five hundred dollars, and at that time promised to pay her Twenty five dollars more in a few days, and returned the other Nine hundred dollars of the Five hundred proposed, as a fee for conducting proceedings for the recovery of the property known and designated as Nos 57-59-241 and 243 - Town of Liberty which was in the possession

The above mentioned document purporting to be a release of all

After claims upon the above described property, which the defendant took away with him.

Defendant further says, that she has also been informed by Mary E. Pearson, mother of the above named claimants, that she agreed to give a release and conveyance of her claim upon the above described property, in the sum of Five hundred dollars, and that on the 18 day of August 1885, the defendant paid her the sum of twenty-five dollars and then, promised to pay her twenty-five dollars additional in a few days thereafter, and retained the other One hundred dollars of said sum of Five hundred dollars as a fee for conducting proceedings for the recovery of the property above described in the Province. That in consideration of the above she signed and acknowledged a document, the contents of which was unknown to her, but which the defendant informed her was a release of her claim upon the above mentioned property.

Wherefore defendant charges, the defendant with obtaining the above described money from claimant with the intent to defraud and with appropriating the same to his own use and benefit and prays that he may be apprehended and dealt with as the law directs & sworn to before me this

19th day of November 1886

J. M. Patterson

Rosalie Chaperon

Solicitor

CITY AND COUNTY }
OF NEW YORK, } ss.

Joseph A. Field
aged *53* years, occupation *widow* of No.

544 Harrison St. Boston Street, being duly sworn deposes and

says, that *he* has heard read the foregoing affidavit of *Verbalie Sharkey*

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

Sworn to before me, this *12* day of *November* 188*8* *Joseph A. Field*

J. M. Patterson
Police Justice.

CITY AND COUNTY }
OF NEW YORK, } ss.

Sam. J. Virelli
aged *50* years, occupation *widow* of No.

East. 1st St. Boston Street, being duly sworn deposes and

says, that *he* has heard read the foregoing affidavit of *Verbalie Sharkey*

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

Sworn to before me, this *12* day of *November* 188*8* *Mary L. Peasall*

J. M. Patterson
Police Justice.

CITY AND COUNTY } ss.
OF NEW YORK,

POLICE COURT, 2 DISTRICT.

Eugenie Charpentier

of No. 160 West 24th Street, aged 17 years,

occupation No Occupation being duly sworn deposes and says

that on the 17th day of August 1885

at the City of New York, in the County of New York, *she was present and*

*saw the complainant in the annexed Complaint
pay the defendant Harry D. Garrett the sum of
seven thousand dollars for the purpose therein stated
in the annexed Complaint*

Eugenie Charpentier

Sworn to before me, this 19 day
of November 1886

Wm. J. Sullivan

Police Justice.

Sec. 198-200.

A District Police Court.

CITY AND COUNTY
OF NEW YORK, } ss.

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

Question. What is your name?

Answer.

Henry D. Garrett

Question. How old are you?

Answer.

Seventy-four years

Question. Where were you born?

Answer,

New York City

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

Answer.

10478 Macar 21 Street since July 1944

Question. What is your business or profession?

Answer,

Retired

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

Henry D. Garrett

Taken before me this

day of

September 1944

1884

Police Justice.

POOR QUALITY
ORIGINAL

0721

Sec. 151.

District Police Court.

CITY AND COUNTY } ss In the name of the People of the State of New York; To the Sheriff of the County
OF NEW YORK, } 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 Charles J. Connelley

of No. 160 West 44th Street, that on the 15 day of November
1886 at the City of New York, in the County of New York, the following article to wit:

one and lawful money of the United States
of the amount of
of the value of three thousand and two hundred Dollars,
the property of Charles J. Connelley
w as taken, stolen and carried away, and as the said complainant has cause to suspect, and does suspect and
believe, by Henry J. Connelley

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 2 DISTRICT POLICE COURT, in the said City, or in case of my absence
or inability to act, before the nearest or most accessible Police Justice in this City, to answer the said charge, and to
be dealt with according to law.

Dated at the City of New York, this 16 day of November 1886

John P. Patterson POLICE JUSTICE.

POLICE COURT 2 DISTRICT.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

vs.

Henry J. Connelley

Warrant-Larceny.

Dated

16 November 1886

1886

John P. Patterson Magistrate

Joseph Connelley Officer

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

Joseph Connelley Officer

Dated November 20, 1886

This Warrant may be executed on Sunday or at
night.

John P. Patterson Police Justice.

REMARKS.

Time of Arrest, 1 P.M.

Native of N.Y.

Age, 26

Sex Male

Complexion, Fair

Color White

Profession, Boatman

Married Yes

Single, Yes

Read, Yes

Write, Yes

493 N. 21. Street

POOR QUALITY
ORIGINAL

0722

Sec. 192, 3

2 District Police Court.

Undertaking to appear during the Examination.

CITY AND COUNTY } ss.
OF NEW YORK,

An information having been laid before James J. Halloran a Police Justice
of the City of New York, charging Harry J. Barrett Defendant with
the offence of Narcotics Felony

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

We, Harry J. Barrett Defendant of No. 178 West 101st Street

and Michael J. Barrett of No. 178 West 101st Street

Street, by occupation a Lawyer Surety, hereby jointly and severally undertake that
the above named Harry J. Barrett Defendant

shall personally appear before the said Justice at the 2nd District Police Court in the City of New York,
during the said examination, or that we will pay to the People of the State of New York the sum of Five thousand
Hundred Dollars.

Taken and acknowledged before me, this 18th day of November 1986.
Michael J. Barrett Harry J. Barrett
POLICE JUSTICE.

POOR QUALITY
ORIGINAL

0723

CITY AND COUNTY } ss.
OF NEW YORK,

Sworn to before me, this
day of *December* 188*6*
Michael J. Burke
District Police Justice.

Michael Burke
the within named Bail and Surety being duly sworn, says, that he is a resident and
holder within the said County and State, and is worth *Twenty Thousand* ~~United~~ *Dollars*,
exclusive of property exempt from execution, and over and above the amount of all his debts and
liabilities, and that his property consists of *house and lot income and*

designated as Co 114 - 10th Avenue in the City of
New York; for the sum of Twenty Thousand
Dollars. Good and clear

Michael J. Burke
mark

District Police Court.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

vs.

Undertaking to appear
during the Examination.

Taken the day of 188

Justice.

POOR QUALITY
ORIGINAL

0724

Sec. 18

9 District Police Court.

Undertaking to appear during the Examination.

CITY AND COUNTY }
OF NEW YORK, } ss.

An information having been laid before Jacob M. Patterson a Police Justice
of the City of New York, charging Henry R. Garrett Defendant with
the offence of Larceny.

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

We, Henry R. Garrett Defendant of No. 473
West 21st Street by occupation a Layman
and Mary C. Sullivan of No. 473 West 21st
Street, by occupation a Housekeeper Surety, hereby jointly and severally undertake that
the above named Henry R. Garrett Defendant
shall personally appear before the said Justice at the 9th District Police Court in the City of New York
during the said examination, or that we will pay to the People of the State of New York the sum of ten thousand
Hundred Dollars.

Taken and acknowledged before me, this 20th

day of November 188 8

J. M. Patterson POLICE JUSTICE.

Henry R. Garrett
Mary C. Sullivan

0725

Recd of 1 Bombas 188
 All Civil Police Justice.

Sworn to before me, this

exclusive of property exempt from execution, and over and above the amount of all the debts and liabilities, and that ^{the} ~~his~~ property consists of One house and lot of land known as premises No. 163 South Avenue in said city, and being of the full value of fifteen thousand dollars and all encumbrances, and one house and lot of land known as premises #73 West 20th Street in said city of the value of seven thousand dollars free of encumbrance.

Mary Sullivan

District Police Court.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Undertaking to appear during the Examination.

515

Henry D. Garrett

Taken the 10 day of July 1886

justice.

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

Police Court District

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Mattie Chapman
160 W. 124
Henry W. Garret

2 _____
3 _____
4 _____

Offence

Larceny
Felony

Dated November 19th 1886

J. Patterson Magistrate.

Sgt. Barnes Officer.

Court Precinct.

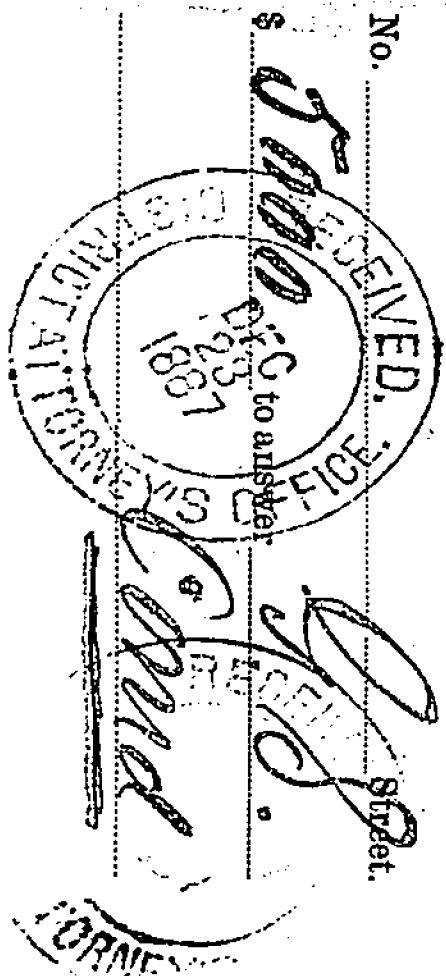
Witnesses

See minutes

No. 5, by _____
Residence _____ Street _____

No. _____
Residence _____ Street _____

No. _____
Residence _____ Street _____



It appearing to me by the within deposition and other evidence that the within named _____
committed, and that there is sufficient cause to believe the within named _____

Henry W. Garret

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

Dated November 19th 1886 J. W. Patterson Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

S. T. Smith, 14 Park Place, N. Y.

STENOGRAPHERS' MINUTES.

Round, brown ink - 2.

The People v.
Henry D. Garrett -

BEFORE

Henry A. Gillerman
and J. J. -

N. Y. Thursday April 7th 1887

11/1/1887

Direct. Cross. Re-Direct. Re-Cross.

Garrett -



C H A R G E.

Gentlemen of the Jury;

The defendant at the bar, Henry D. Garrett, is charged with the crime of Grand Larceny in the first degree. Grand Larceny in the first degree is the stealing of property from the person of another in the night time or the stealing of property amounting to more than five hundred dollars in value.

The indictment upon which the defendant is arraigned charges grand larceny in the first degree because it contains allegations to the effect that the property taken ~~and~~ amounted to much more than five hundred dollars, namely, eleven thousand four hundred dollars. It charges that on the 17th of August 1885, the defendant stole eleven thousand four hundred dollars, the property of Mrs. Rosalie Charpentier.

The case has taken some time, necessarily, on account of the peculiar circumstances under which it is claimed the money was obtained, and considerable collateral evidence has fallen into the case that has really little bear-

2

ing upon the issues, I shall have but little to say about the evidence and narrow down, as much as possible, the questions of law and endeavor to make them clear to you.

You are the sole judges of the facts; it is for you to decide what facts the evidence has established and then apply the law to these facts and say if any offense has been committed. The evidence before you for consideration is the evidence introduced by the people; it stands uncontradicted and unimpeached except it may be impeached by the cross examination, by intrinsic circumstances disclosed in the respective narratives - the statements made by some of the witnesses in respect to the same matter at other times; in that way it is attacked. It is for you to say and to determine how much of it you believe and just what facts it established. The provision of the Code under which the indictment has been drawn, the 528 Section, provides that, "A person who, with the intent to deprive or defraud the true owner of his property, or of the use and benefit thereof, or to appropriate the same to the use of the paper, or of any other person, either,

"1. Takes from the possession of the true owner,

or of another person; or obtains from such possession by color or aid of fraudulent or false representation or pretence, or of any false token or writing; ,or secretes, withholds, or appropriates to his own use, or that of any person other than the true owner any money .personal property , thing in action, evidence of debt or contract, or article of value of any kind; or,

2. Having in his possession, custody, or control as bailee, servant, attorney, agent, clerk, trustee, or officer of any person, association or corporation or as a public officer or as a person authorized by agreement or by competent authority to hold or take such possession, custody or control, any money, property, evidence of debt or contract, article of value of any nature or thing in action or possession appropriates the same to his own use or that of any other person other than the true owner or person entitled to the benefit thereof; steals such property, and is guilty of larceny."

The Section has been drawn with great care and is

I very broad and embraces almost any transaction by which one person fraudulently acquires the property of another.

Did the defendant at bar have in his possession or get into his possession money amounting to more than \$500 the property of the complainant, Rosalie Charpentier; Having it in his possession did he appropriate it to his own use? I omitted to say that as to the degree of crime; - should you have a doubt in respect to the amount, the defendant is entitled to the benefit of the doubt, that is to say, if the amount stolen was less than Five hundred dollars it would be grand larceny in the second degree, and, if less than \$25, he would be guilty of petty larceny.

It appears from the evidence that the defendant was introduced to Mrs. Rosalie Charpentier as a lawyer and he entered upon a discussion in respect to a cloud upon the title to the property in West 24th Street and 7th Avenue. It appears, I think, I may say beyond any doubt, that in the capacity of a lawyer, the defendant undertook to perform certain services for Mrs. Charpentier in respect to this property. Now, do you find from the evidence that to be the fact. Was the defendant, Henry D. Garrett, acting

I for Mrs. Charpentier as a lawyer and did he undertake to render her certain services and in the performance of the services, did Mrs. Charpentier give the defendant money for a special purpose, and instead of using the money for the special purpose for which she gave it to him, did he convert it to his own use?

Now, if you are satisfied from the evidence beyond any fair and reasonable doubt that that is the fact then your verdict, if you find the amount more than \$500, ^{should} ~~be~~ be guilty as charged in the indictment, unless for reasons to which I am about to call your attention, you are satisfied that no offense was committed.

If you find that he did enter into her employment and in pursuance of that employment receive her money and appropriated it to his own use, was it under circumstances upon which larceny cannot be predicated? The answer made, as I understand it, by the able and zealous counsel for the accused is, first, that a careful analysis of all the testimony will not justify your believing in the first place what Mrs. Charpentier and her daughter say about it, - that is, justified in believing that Mrs. Charpentier had any

money at that time and parted with it, under the circumstances as detailed by her in her testimony. If you find against the accused on this point, and believe that the complainant had the money; (~~and this is not denied~~), ^{the} ~~the~~ claim that she had is attacked in the manner I have described - there is no evidence to the contrary; no witnesses are called to contradict the witnesses for the people; if you find against the defendant on that defense which the counsel set up, then it is your duty to consider what we will designate the second defense, namely, the claim of counsel for the defendant that the facts established by the prosecution do not constitute larceny by the defendant of the said \$11 ⁴00, for the reason that the said money was given by Mrs. Charpentier to the defendant for the consummation of a crime in which Mrs. Charpentier and the defendant were both conspirators. Said complainant thereby became and was thereby particeps criminis. The 130 Section of the Code to which your attention has already been called provides as follows:)

"A person who buys or sells, or in any manner procures, or takes or makes any covenant or promise to convey

any right or title, real or pretended, to any lands or tenements, unless the grantor thereof or the person making such covenant or promise has been in possession, or he and those by whom he claims, have been in possession of the same, or of the reversion and remainder thereof, or have taken the rents and profits thereof for the space of one year before such covenant or promise made, is guilty of a misdemeanor."

It is claimed by the defense that the evidence discloses acts on the part of Mrs. Charpentier, which clearly showed that in the efforts to procure the conveyances from Mrs. Pearsall, Mrs. Field, Rees and McArdle, she violated that section of the law, and she was violating that provision of the law and was guilty of a misdemeanor. That the defendant acted and co-operated with her, was a co-conspirator as well as counsel, and that they were particeps criminis.

That whatever moneys passed between them in this manner, under such circumstances, cannot be the subject of larceny in that transaction; that larceny cannot be committed in this way; that it is a transaction between rogues and the State is not offended; that it is not a matter in which the people should come in and undertake to protect either

party. To sustain that proposition the attention of the court is called to the case of McCord vs. The People. In that case one McCord represented that he was an officer attached to the bureau of Captain Young's Department of detectives and that he had a warrant, issued by one of the Police Justices of the City of New York, on the complaint of one Henry Brinker, charging Charles C. Miller with a criminal offense and for his arrest; and that the said Henry Brinker had promised him, the said Henry McCord, \$200 for the arrest of Miller. This statement McCord made to Miller, and Miller, believing the representation was induced to and did deliver to McCord a gold watch and a diamond ring. McCord made those representations and thereupon Miller parted with his property and bought him off with the watch and ring; and McCord was indicted for stealing the watch and ring and was convicted in this court in 1870. The case went to the Court of Appeals and the opinion of the court was as follows; I will only read a portion of it sufficient to enable you to understand the proposition of law.

"The prosecutor parted with his property as an inducement to a supposed officer, to violate the law and his

"duties; and if in attempting to do this he has been de-
"franded, the law will not punish this confederate, although
"such confederate may have been instrumental in inducing the
"commission of the offense. Neither the law or public
"policy designs the protection of rogues in their dealings
"with each other, or to insure fair dealing and truthfulness
"as between each other, in their dishonest practices. The
"design of the law is to protect those who, for some honest
"purpose are induced, upon false and fraudulent representa-
"tions, to give credit or part with their property to another
"and not to protect those who, for unworthy or illegal pur-
"poses, part with their goods."

You will observe carefully the language of that
opinion. The law will not punish this confederate although
such confederate may have instrumental in inducing the
commission of the offense. The law does not protect the
rogues in their dealings with each other. Now, if the
evidence satisfies you, if you believe - if you are satis-
fied beyond any reasonable doubt that the defendant and Mrs.
Charpentier had conspired together to buy up clouds upon
titles to real estate, in violation of this section 130 that

I have read to you ; that they were acting together from a mutual understanding and for mutual benefit, if you find that as a matter of fact , this principle of law may possibly be invoked in the defendant's behalf. If Mrs. Field or Mrs. Pearsall or Mrs. Rees or McArdle were on trial for the larceny of any of the money that they received, that principle of law might very properly be invoked in their behalf. If the evidence satisfied you that Mrs. Field, for instance well knew that she had no legal right to this property, she herself not being in possession and not receiving rents for a year, and Mrs. Field was indicted for stealing the money, then it might be very properly claimed that Mrs. Field was a confederate and that Mrs. Charpentier and Mrs. Field were co-conspirators, particeps criminis, coming within the provision of Section 130 of the Penal Code. Under such circumstances this principle of law laid down in McCord against the People might very well be urged by Mrs. Field, by way of defense. But is it available to the defendant? If ^{all} ~~a~~ persons engaged in committing a

wrongful act, the law does not permit another to take possession of any of the means or property or fruits of such wrongful act and then invoke for his protection the principle of law laid down in the case of McCord against the People.

Is it true, that the defendant was acting in the capacity of a lawyer, and that she, Mrs. Charpentier, gave to him money for a special purpose and that he converted it to his own use. If the evidence discloses any conspiracy to carry out acts that can be punished under Section 130 was the defendant a party to it? Or was he only the means of transmitting the money necessary to the carrying out of any such conspiracy - was that the capacity in which he was acting - was that the part he had in the transaction?

Is there any evidence tending to show that they were to share in the profit that might accrue from the consummation of such a transaction? Was the defendant being paid for doing what he suggested was necessary or what Mrs. Charpentier wanted him to do? Was he an agent or attorney of Mrs. Charpentier, or a co-conspirator, if the former, then this principle of law cannot be invoked in his behalf; if the latter, it can and he should not be convicted.

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I think that covers the case, gentlemen, and that I *have* explained to you all the law necessary to enable you to intelligently dispose of the matter. You must give the defendant the benefit of every fair and reasonable doubt upon any questions of fact, and you must assume that he is of good fair character. It is not attacked except by the evidence in this case, and bear in mind the provision of the Code that says, the defendant in all cases may testify as a witness in his own behalf, but his neglect or refusal to testify will not create any presumption against him.

Mr. Briggs: I request your Honor to charge that the facts prove^d by the prosecution do not constitute larceny by the defendant of the said \$11.400 for the reason that said money was given by Mrs. Charpentier to the defendant for the consummation of a crime in which Mrs. Charpentier and the defendant were co-conspirators, and Mrs. Charpentier and said defendant thereby became and were particeps criminis

The Court: I decline to charge otherwise than I have already charged.

Mr. Briggs: I will take an exception.

The Court: I think I have covered that proposition.

POOR QUALITY
ORIGINAL

0741

filed Jan 187

County General Session - P. 2

The Reporter

no.

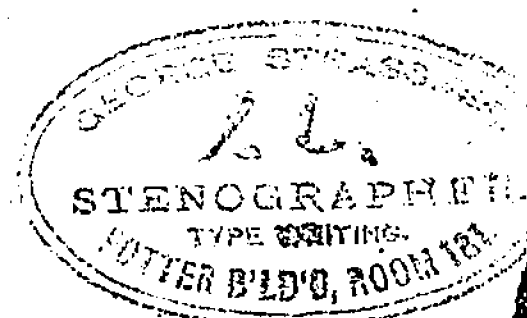
Henry D. Garrett

STENOGRAPHERS' TRANSCRIPT

M. G. April 4th 1881

2

Cherry -



POOR QUALITY
ORIGINAL

0742

DISTRICT
POLICE COURT.

The People
Chapman
Garrett.

Exhibits admitted by the
Defendant to be signed or
written by him
"A" "B.B" "B" "D" "E" "F"
"H" "K" "P" "Q" "V"

Memorandum.

People
vs.
Garrett - }

LAW OFFICE OF
Charles H. Machin,
206 BROADWAY,

ROOMS 36 & 37.

New York, Oct 29 1887

Dear Sir -

The exhibits in this case are
file in your office, excepting a deed & bond &
mortgage delivered to me & for which I receipted.
I am no longer acting for Mrs. Charpentier -
She asks me for these exhibits. I have
not received them from your office since
the trial -

To
Hon. B. Martineau
Dist. atty -

Yours
C. H. Machin

POOR QUALITY
ORIGINAL

0744

Rec. New York Nov. 2, 1887 of John Sparks
Clerk - the balance of my exhibits in the
case of The People vs Henry D. Garrett
Rosalie Charentier

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

THE PEOPLE OF THE STATE OF NEW YORK
against

Henry D. Garrett

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

Henry D. Garrett
of the crime of GRAND LARCENY, committed as follows :

The said *Henry D. Garrett*,

late of the First Ward of the City of New York,
in the County of New York aforesaid, on the *seventeenth* day of *August*, in the year
of our Lord one thousand eight hundred and eighty *five*, 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 denomina-
tion 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 de-
nomination 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 denomina-
tion 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 denomina-
tion 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 *Rosalie Charpentier*, 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.
Donald J. Martin District Attorney.