0876

BOX:
491

FOLDER:
4486

DESCRIPTION:
McManus, Patrick

DATE:
08/03/92

4486

Witnesses:

#7

Counsel, McLaughlin

Filed 3rd day of Aug 1892

Pleads, Not guilty

THE PEOPLE

vs.

Patrick McManus

Grand Larceny, Second Degree

[Sections 528, 529, 530 Penal Code.]

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Allen C. Apgar

Foreman.

Part 2 – August 11, 1892

Tried and Acquitted

0878

CITY AND COUNTY OF NEW YORK, } ss.

Edward Wickman

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

14 Prince Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of Patrick Lenny

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

knowledge.

Sworn to before me, this 28 *day of* May 1886

Edward Wickman

Police Justice.

(1365)

Police Court— 3 District. **Affidavit—Larceny.**

City and County of New York, } ss.

Patrick Leary

of No. 433 E 15th Street, aged 65 years,

occupation Cabman being duly sworn,

deposes and says, that on the 27 day of July 189 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 day time, the following property, viz:

One Horse. one set of Harness and One Cab. the whole of the value of One Hundred and Fifty dollars

$150 00/100

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 Patrick McMannus. (Nonhere)

from the fact that deponent had said Carriage and Horse on the corner of 14th Street and 3rd avenue this City at about the hour of 5 30 Am. that he missed said property. Deponent is informed by Officer Wickman that he arrested the defendant who was driving said Vehicle on East 14th Street at the hour of 5 30 pm on said day. Deponent therefore charges the defendant with having taken said property and prays that he be held to answer

his
Patrick X Leary
mark

Sworn to before me, this 28 day of July 189

Police Justice.

0880

POOR QUALITY ORIGINAL

Sec. 198—200.

3 District Police Court.

CITY AND COUNTY OF NEW YORK, } ss:

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

Question. What is your name?

Answer. Patrick McManus

Question. How old are you?

Answer. 21 years

Question. Where were you born?

Answer New York

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

Answer. 549 Hudson St. 8 years.

Question. What is your business or profession?

Answer. Delivery

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

Patrick McManus

Taken before me this 23 *day of* May 189 4

Police Justice.

0881

POOR QUALITY ORIGINAL

Police Court, 8 District. 28

THE PEOPLE, &c.,
ON THE COMPLAINT OF
Patrick Carey
433 E 75
Patrick McMullen

2
3
4

Offense, Grand Larceny

BAILED,

No. 1, by
Residence Street.

No. 2, by
Residence Street.

No. 3, by
Residence Street.

No. 4, by
Residence Street.

Dated, July 28 1892

Magistrate.
Officer.
14 Precinct.

Witnesses
No. Patrick McMullen Street.
No. Street.
No. Street.

$ 500 to answer

RECEIVED AUG 1 1892 DISTRICT ATTORNEY'S OFFICE

Chas

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

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

Dated, July 28 *189*2 *Police Justice.*

I have have admitted the above-named

to bail to answer by the undertaking hereto annexed.

Dated, *189* *Police Justice.*

There being no sufficient cause to believe the within named

guilty of the offense within mentioned, I order h to be discharged.

Dated, *189* *Police Justice.*

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Patrick McManus

The Grand Jury of the City and County of New York, by this indictment, accuse Patrick McManus of the CRIME OF GRAND LARCENY IN THE second DEGREE, committed as follows:

The said Patrick McManus

late of the City of New York, in the County of New York aforesaid, on the 27th day of July in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, with force and arms,

one horse of the value of twenty five dollars, one set of harness of the value of twenty five dollars and one vehicle, to wit; one cab of the value of fifty dollars

of the goods, chattels and personal property of one Patrick Leary

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

SECOND COUNT—

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

Patrick McManus

of the Crime of CRIMINALLY RECEIVING STOLEN PROPERTY, committed as follows:

The said Patrick McManus

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

one horse of the value of seventy-five dollars, one set of harness of the value of twenty-five dollars, and one vehicle, to wit: one cab of the value of fifty dollars

of the goods, chattels and personal property of one Patrick Leary

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

unlawfully and unjustly did feloniously receive and have; the said

Patrick Leary

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

DE LANCEY NICOLL,
District Attorney.

0884

BOX:
491

FOLDER:
4486

DESCRIPTION:
McMurray, Garret

DATE:
08/18/92

4486

1

Witnesses:
Off Saml Fitzfelder

285

Counsel,

Filed, 11 day of Aug 1893

Pleads, Acquitted

THE PEOPLE

vs.

B

Garret McMurray

VIOLATIONS OF THE EXCISE LAW.
Selling, etc., on Sunday.
[Chap. 401, Laws of 1892, § 32].

Transferred to the Court of Special Sessions for trial and final disposition.

Part 2 Aug 16 1893

DE LANCEY NICOLL.
District Attorney.

A TRUE BILL.

Allen D. Apgar

Foreman.

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Garret Mc Murray

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

Garret Mc Murray

of the CRIME OF SELLING STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER ON SUNDAY, committed as follows:

The said Garret Mc Murray

late of the City of New York, in the County of New York aforesaid, on the thirty first day of July in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, the same being Sunday, certain strong and spirituous liquors, wines, ale and beer, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain strong and spirituous liquor to the Grand Jury aforesaid unknown, unlawfully did sell, to one

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

SECOND COUNT—

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

Garret Mc Murray

of the CRIME OF OFFERING AND EXPOSING FOR SALE ON SUNDAY STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows:

The said Garret Mc Murray

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, the same being Sunday, certain strong and spirituous liquors, wines, ale and beer, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain strong and spirituous liquor to the Grand Jury aforesaid unknown, unlawfully did offer and expose for sale to one

Samuel Wattfelder

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

DE LANCEY NICOLL

District Attorney.

0887

BOX:
491

FOLDER:
4486

DESCRIPTION:
McNaniey, Michael

DATE:
08/09/92

4486

0888

BOX:
491
FOLDER:
4486
DESCRIPTION:
Ward, John
DATE:
08/09/92

4486

0889

BOX:
491

FOLDER:
4486

DESCRIPTION:
Daly, John

DATE:
08/09/92

4486

People vs. John Daly -
I have carefully examined all the witnesses in this case and there is absolutely no evidence against John Daly. I therefore recommend that the indictment in so far as it applies to John Daly be dismissed.

Thomas J. Bradley
Dep. Asst. Dist. Atty.

I concur in the above recommendation.
Augt. 7/92
V. M. Davis
Asst.

Ward convicted of Burg. before — RSM,

#170

Counsel,

Filed 9th day of August 1892

Pleads, Not guilty W

THE PEOPLE

vs.

Michael McNamara P
John Ward P
John Daly P

Burglary, 1st degree. [Sections 324 and 228, Penal Code.]

DE LANCEY NICOLL,
District Attorney.

A TRUE BILL.

Allen S. Apgar
Aug 7/92
Foreman.

Not Guilty
Pleads Robbery 2nd
No. 1. 7 yrs S.P.
" 2. 12 yrs 6 mo. S.P.
" 3. Indict. dis - RSM

Police Court— 2nd District.

CITY AND COUNTY OF NEW YORK, } ss

Edward Swensen

of No. 507 West 27th Street, Aged 45 Years

Occupation Mason and Builder being duly sworn deposes and says, that on the 3rd day of June 1892 at the Ward of the City of New York, in the County of New York, was feloniously taken, stolen, and carried away, from the person of deponent by force and violence, without his consent and against his will, the following property, viz:

Good and lawful money of the United States of about the amount and value of forty dollars one Diamond ring of the value of four hundred dollars one gold watch valued at one hundred dollars one ruby stud valued at fifteen dollars all of the

~~of the~~ value of Five Hundred and fifteen DOLLARS,

the property of

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 force and violence as aforesaid by

Michael McNanier John Ward John Doe (all Nowhere) and three other men not now arrested acting in concert with each other for the reasons following to wit, that deponent is informed by Lawrence Lemmon of No 33 West that at about the hour of nine o'clock P.M. on said date that he saw the defendant McNanier whom he positively identifies in company with five other men strike the deponent in front of premises no 33 West Street where said Lawrence is employed and knock deponent down deponent further

Sworn to before me this day of 189

Police Justice

Says that he is informed by John Polhemus of No 11 Minetta Street that the defendant Ward offered to sell him a ruby stud for twenty five cents resembling the stud here shown in court which deponent identified as a portion of the proceeds of said robbery

Sworn to before me this 1st day of August 1892

Edward Sorensen

A J White

Police Justice

Police Court, _____ District.

THE PEOPLE, &c., on the complaint of

vs.

1 _____
2 _____
3 _____
4 _____

Offence—ROBBERY.

Dated _____ 188

Magistrate. _____
Officer. _____
Clerk. _____

Witnesses, _____ Street, No. _____
_____ Street, No. _____
_____ Street, No. _____

$ _____ to answer General Sessions.

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

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

Dated _____ 188 . _____ Police Justice.

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

Dated _____ 188 . _____ Police Justice.

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

Dated _____ 188 . _____ Police Justice.

0893

POOR QUALITY ORIGINAL

1877.

CITY AND COUNTY OF NEW YORK, } ss.

John Pollemus

aged 42 years, occupation Stalleman of No. 11 Minetta Street, being duly sworn, deposes and says, that he has heard read the foregoing affidavit of Edward Sorenson and that the facts stated therein on information of deponent are true of deponent's own knowledge.

Sworn to before me, this 1st day of August 189 } John Pollemus

A J White
Police Justice.

1877

CITY AND COUNTY OF NEW YORK, } ss.

Laurence Lemmon

aged 15 years, occupation Barber of No. 337 West Street, being duly sworn, deposes and says, that he has heard read the foregoing affidavit of Edward Sorenson and that the facts stated therein on information of deponent are true of deponent's own knowledge.

Sworn to before me, this 1 day of August 189 } Laurence his Lemmon mark

A J White
Police Justice.

0894

POOR QUALITY ORIGINAL

(1335)

Sec. 198—200.

2 District Police Court.

CITY AND COUNTY OF NEW YORK, } ss.

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

Question. What is your name?

Answer. John Daly

Question. How old are you?

Answer. 24 years

Question. Where were you born?

Answer. U.S.

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

Answer. 42 West End Av. 1 year

Question. What is your business or profession?

Answer. Truck driver

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

Answer. I am not guilty
John Daly

Taken before me this 1 *day of* August 189 2

[illegible] *Police Justice.*

(1335)

Sec. 198—200.

District Police Court.

CITY AND COUNTY OF NEW YORK, } ss.

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

Question. What is your name?

Answer. John Ward

Question. How old are you?

Answer. 21 years

Question. Where were you born?

Answer. England

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

Answer. Broom St near Hudson — lodging house — 3 months

Question. What is your business or profession?

Answer. laborer

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

Answer. I am not guilty

John Ward.

Taken before me this 1 *day of* March 189[illegible]

[illegible] *Police Justice.*

0896

POOR QUALITY ORIGINAL

(1335)

Sec. 198—200.

2 District Police Court.

CITY AND COUNTY OF NEW YORK, } ss.

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

Question. What is your name?

Answer Michael Mc Nanie

Question. How old are you?

Answer. 22 years

Question. Where were you born?

Answer. N. S.

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

Answer. 434 Hudson St — 12 years

Question. What is your business or profession?

Answer. Laborer

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

Answer. I am not guilty

Michael Mc Nanie

Taken before me this 1 *day of* [illegible] 189[illegible]

[illegible] *Police Justice.*

0897

POOR QUALITY ORIGINAL

Police Court, 2 District.

THE PEOPLE, &c., ON THE COMPLAINT OF

Edward Sorensen
vs.
1. Michael McNamey
2. John Ward
3. John Daly
4.

Offense Robbery

Dated, Aug 1 1892

Wm. White Magistrate.

Wm. Brown Officer. Precinct.

Witnesses: Lawrence Lemmon
No. 937 West Street.
John Pollemus
No. 11 Minetta Street.
No. Street.
No. Street.

BAILED,

No. 1, by Residence Street.

No. 2, by Residence Street.

No. 3, by Residence Street.

No. 4, by Residence Street.

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

Dated, Aug 1 1892 A. J. White Police Justice.

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

Dated, 189 Police Justice.

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

Dated, 189 Police Justice.

RECEIVED AUG 4 1892 DISTRICT ATTORNEY'S OFFICE

$2500 to answer Aug 2 2.30.

0898

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Michael McNamara, John Ward, and John Daly

The Grand Jury of the City and County of New York, by this indictment, accuse Michael McNamara, John Ward and John Daly, of the CRIME OF ROBBERY in the first degree, committed as follows:

The said Michael McNamara, John Ward and John Daly, all late of the City of New York, in the County of New York aforesaid, on the third day of June, in the year of our Lord one thousand eight hundred and ninety-two, in the night time of the said day, at the City and County aforesaid, with force and arms, in and upon one Edward Doremus, in the peace of the said People then and there being, feloniously did make an assault, and divers 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 a number and denomination to the Grand Jury aforesaid unknown, for the payment of and of the value of forty dollars; divers other promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as Bank Notes), of a number and denomination to the Grand Jury aforesaid unknown, for the payment of and of the value of forty dollars; divers United States Silver Certificates, of a number and denomination to the Grand Jury aforesaid unknown, of the value of forty dollars; divers United States Gold Certificates, of a number and denomination to the Grand Jury aforesaid unknown, of the value of forty dollars; divers coins of a number, kind and denomination to the Grand Jury aforesaid unknown, of the value of forty dollars, one Longer watch of the value of four hundred dollars, one watch of the value of one hundred dollars, and one stud of the value of fifteen dollars, of the goods, chattels and personal property of the said Edward Doremus, from the person of the said Edward Doremus, against the will and by violence to the person of the said Edward Doremus, then and there violently and feloniously did rob, steal, take and carry away, the said Michael McNamara, John Ward and John Daly and each of them, having then and there aided by an accomplice, actually present, to wit: each by the others, and also by divers other persons to the Grand Jury aforesaid unknown:

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

DeLancey Nicoll,
District Attorney.

09000

BOX:
491
FOLDER:
4486
DESCRIPTION:
Menken, Mortimer
DATE:
08/03/92

4486

Bail fixed at $1000.
RBM

(501)

Witnesses:

Bailed Aug 5/92
Margaret F. Nally
649 Amsterdam Ave.

After an examination of the evidence in this case, I am convinced that defendant cannot be convicted. Although his act was unwarranted, I do not believe he was prompted by any criminal intent. His reputation is good to my personal knowledge & he has made complete restitution. I therefore recommend the dismissal of this indictment.

March 8/93.

Vernon M. Davis
Asst.

Menken Bm 941
Mr Nauen

Counsel,

Filed 3 day of Aug 1892

Pleads, Guilty of.

THE PEOPLE

vs.

B

~~NA~~

Mortimer M. Menken

Misdemeanor.

[Rev. Stat, 8th Ed. Part II, chap. II, § 35; and § 163 Penal Code]

DE LANCEY NICOLL,
District Attorney.

A TRUE BILL.

Allen O. Apgar

Foreman.

Part 2 March 8/93
Indictment Dismissed

People
v
Menken

Memorandum of Facts constituting the crime and names of Witnesses — — Penal Code § 163.

Subpoena County Clerk with these records

Mortimer M. Menken, residing at 33 West 92d St. (according to Directory) + having an office at 140 Nassau St. is a Notary Public (Commission dated March 23. 1891, term two years from March 30. 91; qualified + took the office April 13th 1891)

As Notary Public he is a Public officer (so classified in the Judicial subdivision R.S. vol 1, pp. 370 + 376 n. 8th Ed.)

(2) He is "authorized by law to make a certificate" viz a certificate of acknowledgment (Ch. 508 Ll. 1863 see R.S. 8th Ed vol 1 p 2647)

(3) He has knowingly made the statement in the acknowledgment that Isaac Newton Lewis personally appeared before him on Oct. 15. 1891 and acknowledged executing the conveyance to Barney Deane;

(a) the whole certificate with the signature is in one handwriting; which by comparison appears to be the same as that of Menken's signature on file with the County Clerk

(b) On July 22d 1892 he admitted to Max. H. Kaufman a clerk in the office of Purrington and Shannon 63 Wall St. that he made the certificate and all such

Max. H. Kaufman 63 Wall St.

certificates made in his office
(c) on the same day he said to Kaufman and Henry Loring of 62 wall street that he did not know the addresses of either Lewis the grantor or Deane the grantee
(d) nevertheless he and his brother collect the rents of the conveyed premises, and act towards the tenants as owners
(e) There was a motive for a fraudulent conveyance. The conveyed premises constitute a series of tenements the halls of which have long been in bad repair. On Oct. 15. 1891 defendant & his brother conveyed to their sister Cornelia who on the same day conveyed to Isaac Newton Lewis, both deeds being recorded on that day; thus putting record title in said Lewis where it stood on June 26th 1892, on which day Catherine Clinton, mother of the affiant Annie A. McMahon, fell down the stairs of said tenement acquiring a right of action for damages against the owner thereof. On June 27th 1892 Messrs Cunnington & Shannon wrote to the Menken brothers stating the accident and Mrs Clintons claim.
On June 29th one of the Menkens called on Mr. Cunnington & discussed settlement, & was told that he would be communicated with before commencement of action.
On June 30th, the day following this

fraudulent deed was put on record, whereby title of record vested in one Barney Deane who cannot be found in the Directories and whose whereabouts the Menkens refuse to disclose. Obviously the purpose was to make a record title on the date of the accident in this mythical or undiscoverable person so as to defeat service of process; and to effect this the date of the conveyance ~~and~~ and acknowledgment were knowingly made anterior to the accident.

(4) The statement that Sevis, the grantor appeared before Menken on October 15th 1891 and acknowledged the execution of the foregoing deed is demonstrated to be false by the fact sworn to by Mr Horace G. Polhemus that the blank form on which both the deed and acknowledgment are written under date of October 15. 1891 had no existence prior to April 15th 1892.

Horace G. Polhemus at Flushing & 121 Fulton St

The advertising imprint on said form gives the printers address at 121 Fulton street, whereas on October 15th 1891 and for years before Polhemus had been at 102 Nassau st.

Witnesses.

I The Register of the City & Co of N.Y.
Subpoena duces. to produce the original

deed from Isaac Newton Lewis to Barney Deane dated and acknowledged before Mortimer M. Menken Oct 15, 1891, filed for record June 30th 1892, + Block No. 1133 changed to Block to 1153 at request of Menken Brothers on July 5th 1892.

II County Clerk, to produce Menken's Commission as Notary Public dated March 23d 1891 and the oath and signature of Mortimer M. Menken filed on April 15th 1891 when he qualified as Notary:
also to testify that the signature to the acknowledgment is in Menken's handwriting.

III Horace G. Pothemus of Flushing L.I. & No. 121 Fulton St N.Y. city, to testify that the form on which the certificate of acknowledgment is made was not in existence at the date of the letter Oct 15/91, but was first printed April 15, 92

IV Mary H. Kaufman, 526 East 89th St + 63 Wall street, to testify to Menken's refusal on July 22d 1892 to give the address of Barney Deane, grantee

V Henry Loring, 63 Wall St, to prove like refusal as to Isaac N. Lewis, grantor

V Annie A McSwahon, 210 W 62nd St to show that Menken still acts as owner of the houses

VI W. A. Purrington, to prove that on June 27th he wrote to Menken Bros. 140 Nassau St, on June 29th rec'd a call from one of them, or their representative, and discussed the case.

The People

vs

Mortimer H. Menken

Violation of § 163 Penal Code of R.S. Pt II ch III § 35

Brief of Facts & Names of Witnesses

Purrington & Shannon
atty for Complaining Witness -
63 Wall St

marked (2) for identification.

Defts. Exhibit

Dfts Ex 1
May 8 07

Received this 7th day of October from M. M. Thurston the sum of 150 = dollars cash on my contract for painting in Jno Zbs Sept 5 & 6 Exp of 6 & 14 months in all the sum of 450 dollars that I have received to date. The balance is due to be paid on completion of work.

M Benson

The People
against
Mortimer M. Menken

City and County of New York ss:

Mortimer M. Menken being duly sworn says that he is the defendant in a charge of perjury made against him by one Michael Benson.

That said perjury is alleged to have arisen on the trial of a mechanics lien case in which Michael Benson was plaintiff and Susan E. Benson and others were defendants.

Among other matters that were at issue in the said suit of Benson vs Benson et al was the question how much money had been paid to the plaintiff on account of his contract. The plaintiff claimed that he had received — $350 —; while the defendants claimed that he had received $450.

When the evidence on the question of payment was introduced deponent swore that the plaintiff herein had received the sum of Four hundred and fifty dollars in manner follows

One check to the order of James A. Benson for $300 of which $250 was paid to Michael Benson

One hundred and fifty dollars

in cash for which a receipt was given and $50.00 which had been paid by James A Benson to Michael Benson.

When the receipt for the one hundred and fifty dollars was taken a statement was incorporated, as follows that he Michael Benson had received on account of his contract the sum of Four hundred and fifty dollars.

This receipt is annexed to this affidavit.

These facts were in no way disproved by the said Michael Benson.

But instead he sought to show that the check for $300.00 which had been offered in evidence of payment to him for $250 had been altered and that it was a check only for $200.00 of which he had received $150.00

For this purpose he called Mr Wm Kempp Vice President of the Farmers Loan and Trust Company who testified that the check shown to him was only paid with $200.00 by his institution, and as was palpable the number and figures of the check had been written over with the number and figure "Three"

When this testimony was taken, which was when this deponent was not present, the Defense closed the case, and deponent was never recalled to make an explanation of the matter, and so being only a witness in the case he was shut off from further hearing

The explanation, which can and has been corroborated by deponents brother Percival S. Menken, who was an eye-witness of the whole transaction, is as follows:

When on the afternoon of the 24th day of September 1889, deponent with his brother went to the 76th Street buildings upon which this plaintiff held the contract for painting. This plaintiff approached and asked that he be paid some money on account of his contract, he said he wanted $300". At the same time his brother James A. Benson stepped up and said he also wanted $50" with which to buy clothes poles and thimbles, After considerable discussion, and after going through the houses to determine what had been done it was agreed to give both the Bensons one check for $300" — $50 of which was to go to James A. Benson and two hundred and fifty dollars the balance to Michael Benson on account of his contract. (The poles that James A. Benson was to buy with the $50" were never purchased by him)

A blank check was then detached from a pocket check book and filled in to the order of James A. Benson for $300 which was handed to him.

Michael Benson then complained that he had his men to pay and needed ready money and that they could not get a

check for so large an amount cashed in the neighborhood.

It was then decided that deponent should make out another check for $200.00 and give to Michael Benson in addition $100 dollars in cash. So the $300 check was returned and torn up and the new check was drawn and the cash paid over.

When the check was returned from the bank, and as no books of account were kept and in order to have a memorandum that $100.00 additional had been paid on the check at the time of its delivery. The number and figure "three" were written over the number and figure "two" on the check, legibly and without any attempt at concealment, long before the Michael Benson suit ever came up.

When deponent testified as to the transaction he testified with the absolute knowledge that $300.00 had actually been paid over, but omitted to qualify the same as to the manner of payment which was an oversight and immaterial as the transaction had taken place a whole year prior to the taking of this testimony.

The plaintiff produced no evidence whatever contradicting or in any way impeaching the receipt as heretofore referred to wherein he admits having

received the sum of $450."

The whole issue arises on the ground of deponents having made a mistake when testifying, in not having qualified his statement, that the check offered in evidence of payment was only evidence for the court for two hundred dollars.

That the whole and sole purpose of this prosecution is to impeach the testimony of this deponent who is the principal witness in the suit that is now pending in the Common Pleas Equity Term between James A. Benson the brother of this plaintiff and Cornelia Wenken the mother of this deponent and for whom this deponent acted, in relation to this same 76th Street property.

That the check which was before the referee and which is the basis of this prosecution, has never been produced and no one knows of its whereabouts. and that deponent has never seen it since it was put in evidence before the Referee.

Sworn to before me this 3rd day of June 1891

Mortimer W. Wenken

Abner C. Auberry
Notary Public Kings Co
Certificate filed in N.Y.

Affidavit of
Mortimer W Meeker
145 Nassau St

Samuel S Sewell
24 W 84

District Police Court.

THE PEOPLE OF THE STATE OF NEW YORK against Mortimer M. Menken	VIOLATION OF §163 PENAL CODE

CITY AND COUNTY OF NEW YORK, SS:

Annie A. McMahon being duly sworn deposes and says:

1. I reside at No. 210 West 62nd Street in said City.

I I. That Mortimer M. Menken whose office and place of business is at Number 140 Nassau Street and whose residence is at Number 33 [illegible] Street in said city is a public officer of the class of Judicial officers of this State to wit a Notary Public as appears from a commission under the great seal of the State filed in the office of the clerk of said county dated on the 25 day of ~~April~~ March, 1891, showing that said Mortimer M. Menken was appointed as a Notary Public for the term of two years from the 30th day of March 1891, which term is unexpired; and was and is during said term authorized by law to take acknowledgment of deeds and give certificates thereof; having duly qualified under said appointment as a Notary Public.

I I I. That there is on record in the office

of the Register of the City and County of New York an instrument filed for record as appears by its endorsement on June 30th, 1892, purporting to be a deed of conveyance from Isaac Newton Lewis to Barney Deane with the endorsed words "record at the request of Barney Deane and return care Menken Brothers 140 Nassau St" and also the endorsed words "Block No.1133 changed to "Block No. 1153 at request of Menken Brothers July 5/92 July 5th, 1892, 11-45" .

1 V. That said deed bears a certificate of acknowledgment in these words "State of New York, City and County of New York S.S. on this 15th day of October in the year Eighteen hundred and ninety-one before me personally came Isaac Newton Lewis to me known and known to me to be the individual described in and who executed the foregoing instrument and he thereupon acknowledged to me that he executed the same. Mortimer M. Menken Notary Public N. Y. Co."

V. That said deed although bearing date and purporting to have been acknowledged on October 15th, 1891 was not filed for record until June 30th, 1892, three days after said Mortimer M. Menken and his brother, the former record owners and still as deponent believes the true owners of said premises, had been notified of a claim for damages against them on the part

of deponent's mother for injuries resulting from a fall on the premises purporting to be conveyed by said deed, due to the landlord's negligence.

V 1. That said certificate of acknowledgment was knowingly made, signed and delivered as true by said Mortimer M. Menken and nevertheless contained a statement which he knew to be false, to wit, the statement that on the 15th day of October, 1891, Isaac Newton Lewis personally appeared before him, said Mortimer M. Menken and acknowledged that he said Lewis executed the foregoing instrument, the fact being that said instrument was not made until subsequent to the year 1891, nor, as plaintiff believes until after said notice of a claim for damages on the 27th day of June, 1892, all this contrary to the statute in such case provided.

Sworn to before me this : Annie A. McMahon
21 day of July, 1892. :

Police Justice.

District Police COURT.

THE PEOPLE OF THE STATE OF NEW YORK

against

Mortimer M. Menken

Affidavit

This proposed affidavit together with that of Mr. Horace G. Pulhemus were presented to Police Justice Charles Welde on July 21st 1892 at the 57th St Police Court & said justice refused to take complainants deposition or to issue a warrant declaring that there were not sufficient facts stated to constitute an offence against the statute. whereupon complainants attorney carefully read to said justice § 163 of the Penal Code, explained to him that a Notary Public was a public officer authorized by law to give certificates as stated in the affidavit, & asked said Police Justice to state what facts were necessary in addition to those set forth; which request said Welde refused to grant, but positively declined to issue a warrant saying "I am personally liable"

W. A. Cunnington
attorney for complaining witness 63 Wall St.

#34 Bill found

DISTRICT ATTORNEY'S OFFICE,

City and County of New York.

THE PEOPLE, &c.,

~~ON THE COMPLAINT OF~~

vs.

Mortimer M. Menken

140 Pearl St.

Offence Violation of § 163 Penal Code, and R.S. Rule II chap III

Dated July 22, 1892

Witnesses Hon. Frank Fitzgerald Register.
Hon. Wm J. McKenna Deputy Clerk

No. Horace G. Rossmann Street,
121 Fulton St.

Max H. Kaufman
526 East 89th St

No. Henry Loeling Street,
63 Wall St.

Annie A. McMahon
210 West 62nd St.

No. Wm A. Purrington Street,
63 Wall St.

E.S. Aug 1/92

1428

COUNTY OF NEW YORK, SS.:

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

An indictment having been found on the 3d day of August 1892, in the Court of General Sessions of the Peace of the County of New York, charging Mortimer W. Menken with the crime of Misdemeanor (making false certificate)

You are therefore Commanded forthwith to arrest the above named Mortimer W. Menken and bring him before that Court to answer the indictment; or if the Court have adjourned for the term, that you deliver him into the custody of the Keeper of the City Prison of the City of New York, or if he require it, that you take him before any Magistrate in that County, or in the County in which you arrest him, that he may give bail to answer the indictment.

City of New York, the 3d *day of* August 1892

By order of the Court,

John F. Carroll

Clerk of Court.

0921

POOR QUALITY ORIGINAL

1428

COUNTY OF NEW YORK, SS.:

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

An indictment having been found on the 3d day of August 1892, in the Court of General Sessions of the Peace of the County of New York, charging Mortimer D. Menken with the crime of Misdemeanor (making false certificate)

You are therefore Commanded forthwith to arrest the above named Mortimer D. Menken and bring him before that Court to answer the indictment; or if the Court have adjourned for the term, that you deliver him into the custody of the Keeper of the City Prison of the City of New York, or if he require it, that you take him before any Magistrate in that County, or in the County in which you arrest him, that he may give bail to answer the indictment.

City of New York, the 3d *day of* August 1892

By order of the Court,

John C. Carroll

Clerk of Court.

New York General Sessions of the Peace.

THE PEOPLE

OF THE STATE OF NEW YORK,

against

Mortimer M. Menken

BENCH WARRANT FOR MISDEMEANOR.

Issued August 3d 1892

[illegible]

arrested [illegible]

Court of Ge[illegible]

.....

☞ The defendant is to be admitted to bail in the sum of.....dollars.

CITY AND COUNTY OF NEW YORK, SS:

HORACE G. POLHEMUS being duly sworn, says:

I. I reside at Flushing, Long Island.

I I. I have been connected with the John Polhemus Printing Company for fourteen months and am familiar with the blank forms of deeds of conveyance printed by them.

I I I. During the month of October, 1891, and for some months prior and subsequent thereto, the business of said printing company was at 102 Nassau Street in said City, which address at that time was printed on the forms of deeds prepared by said company.

I V. That on or about the 1st day of May, 1892, said firm moved their place of business and address to No. 121 Fulton Street in said City, and on April 12th, 1892, for the first time printed said address on the forms of deeds of conveyance prepared by them; and deponent

says that no form, such as the one annexed hereto bearing imprinted on the top of the first page the words "John Polhemus Printing Co., Printers & Mfg. Stationers, 121 Fulton St., N. Y." was in existence in the month of September, 1891.

Sworn to before me this 20th day of July, 1892. : Horace G. Polhemus

James A. Lowe
comm. of Deeds
N. Y. City

0925

POOR QUALITY ORIGINAL

Deed With Full Covenants (Act of 1890.)—10d. [redacted] John Polhemus Printing Co., Printers & Mfg. Stationers, 121 Fulton St., N. Y.

This Indenture,

made the day of in the year Eighteen hundred and ninety

Between

of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of dollars, lawful money of the United States, paid by the part of the second part, do hereby grant and release unto the said part of the second part, heirs and assigns forever, All

Together with the appurtenances; and all the estate and rights of the said part of the first part, in and to said premises.

To have and to hold the above granted premises unto the said part of the second part, heirs and assigns forever.

And the said do covenant with the said part of the second part as follows:

First.— That the said part of the first part seized of the said premises in fee simple, and ha good right to convey the same.

Second.— That the part of the second part shall quietly enjoy the said premises.

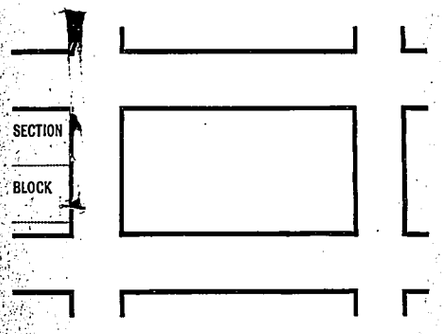
Third.— That the said premises are free from incumbrances.

Fourth.— That the part of the first part will execute or procure any further necessary assurance of the title to said premises.

Fifth.— That the will forever warrant the title to said premises.

In Witness whereof, the said part of the first part ha hereunto set hand and seal the day and year first above written.

In the presence of

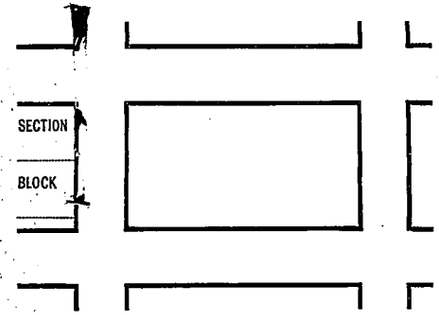


Deed

Dated ..... *189*.....

The land affected by the within instrument lies in Section.....*in Block*.....
on the Land Map of the City of New York.

JOHN POLHEMUS, Printer and Mf'g Stationer, 102 Nassau Street, N. Y.



Deed

Dated .....189.....

The land affected by the within instrument lies in Section .....*in Block*.....
on the Land Map of the City of New York.

JOHN POLHEMUS, Printer and Mf'g Stationer, 102 Nassau Street, N. Y.

Court.

The People of the State of New York

vs.

Mortimer M. Menken
Deft.

Affidavit of Horace S. Polhemus

Stating that the blank form on which Menken's acknowledge=ment is written under date of Oct. 15, 1891, was not printed until April 12/1892

Pennington & Hamm
63 Wall St.

COURT OF GENERAL SESSIONS.

The People vs. Mortimer M. Menken.	VIOLATION OF § 163 PENAL CODE MISDEMEANOR.

BRIEF OF FACTS & PROOF.

1.

The Crime.

Defendant is charged with violating § 163 of the Penal Code which is in these words:

"A public officer who being authorized by law to make or give a certificate or other writing, knowingly makes and delivers as true such a certificate or writing, containing any statement which he knows to be false, in a case where the punishment thereof is not expressly provided by law, is guilty of a misdemeanor".

The elements of the crime charged therefore are

(1) That defendant is a public officer.

(2) That as such officer he was, at the times alleged, authorized by law to make the certificate in question.

(3) That he knowingly made and delivered as true said certificate.

(4) That he knew a statement in said certificate to be false: and to fix the degree of crime it is necessary

(5) That the punishment of his act is not, otherwise than by § 163, expressly provided for.

1 1.

(a) The Facts.

Date of the offence. about June 30th

Mortimer M. Menken in the year 1892 subsequent to the 18th day of April, 1892 and probably on or about June 30th, 1892, being then a lawfully appointed Notary Public of this State, made upon a deed antedated October 15th, 1891 a certificate of acknowledgment in the form following:

Date of the fraudulent acknowledgment Oct 15th 1891

" STATE OF NEW YORK :
:SS:
CITY AND COUNTY OF NEW YORK.:

On this 15th day of October in the year eighten hundred and ninety one before me personally came Isaac Newton Lewis to me known, and known to me to be the individual described in and who executed the foregoing instrument and he thereupon acknowledged that he executed the same".

Mortimer M. Menken,
Notary Public,
N. Y. Co."

which deed and acknowledgment were delivered for record on June 30th, 1892, to the Register of the City and Coun-

ty of New York. The statement in said certificate that said Lewis appeared before defendant on October 15th, 1891, and acknowledged the execution of said deed was false and known by defendant to be false when he made it.

(1) The Motive.

Defendant and his brother, Percival L. were formerly owners of record, as they probably are now equitably of a certain tenement mentioned in said deed, to wit Nos. 208 and 210 West 62d Street in this City and on October 25th, 1889 they conveyed said premises to Cornelia Menken, presumably their sister, who in turn under date of February 7 1891, conveyed to one Isaac Newton Lewis who on the 27th day of June, 1892 was owner of record of said premises. Nevertheless and notwithstanding these two transfers the Menken Brothers continued to perform acts of ownership, to collect rents and to declare themselves owners of said premises.

Mrs Clinton's fall June 26 92

On June 26th, 1892, Catharine Clinton, a tenant of a tenement in said No. 210 fell and injured herself on the stairway and by her attorneys, Messrs. Purrington & Shannon, of 63 Wall St. notified the Menken Brothers as landlords of her claim for damages. On the 28th of June defendant called on Mr. Purrington in his absence, and again the following day, June 29th, when Mr. Purring-

Daff sees Mr. Purrington June 29 92

ton conferred with him and promised not to begin action without notice and opportunity for him to settle; Menken did not deny he was landlord then. On June 30th the next day following said interview the deed in question was sent in for record with the obvious motive of getting record, title out of Isaac Newton Lewis, who was betrothed to Menken's sister, and into the grantee, apparently a mythical person, antecedent to the accident, thus defeating said Clinton's claim for damages by creating an irresponsible defendant. This only appeared on searching the title by said Attorneys.

1 1 1.

The Evidence and Witnesses.

(1)

(a) Defendant was at the time alleged a Notary Public.

Prove by subpoenaing the County Clerk to produce defendant's commission dated March 23rd, 1891 and expiring March 30th, 1893.

County Clerk

(b) and therefore a "public officer";

Proof:, Notary Publics are classified by the Revised Statutes as Judicial officers.

Rev. Stat.

Rev.Stats.Part 1 Ch.V Title 1 subdivision 3 (7th Ed.Vol.1 pp.370; and 376 in.) See also their duties (R.V.Pt.111 Ch.111, Tit.11 Art.2; Vol. 2 p.2645).

(c) and as a Notary Public authorized by law to make a certificate of acknowledgment of a deed of conveyance.

Proof: Chaps. 360 Laws 1859; 508 Laws 1863; 703 Laws 1872 &c. (Vol. 2 R.S.7th Ed. p.2647).

(2)

He made the certificate in question as true and delivered it for record.

Register of Cty. to produce deed

Proof (a) Produce by subpoena duces the deed now impounded by the Court's order with the Register, dated October 15th, 1892 from Isaac Newton Lewis to Barney Deane offered for record by Menken Bros. June 30th 1892.

Register

Ask the Registor how it came into his possession &c.

County Clerk to produce signature

(b) Call upon the County Clerk by subpoena duces, to produce the original signature of Menken filed for comparison in his office and to certify to the identity of that with the signature to the acknowledgment.

(Mem. send the acknowledgment before trial to the Co. clerk, and get his certificate of genuineness of signature in usual form)

Max Kauffman

(c) Prove Menken's admissions that he made the certificate by the following persons:

Max Kauffman, 63 Wall Street.

(3)

The certificate was false.

Proof: Horace G. Polhemus, 121 Fulton Street will testify that the form upon which the deed is written was not in existence prior to April 12th, 1892, six months subsequent to the date of both deed and acknowledgment. This he knows by the imprint.

(4)

It follows that defendant must have known the falsity of his notarial certificate that a deed written on a form printed in April, 1892, was personally acknowledged before him on October 15, 1891.

(5)

The Court will take judicial cognizance that this offence is not punished otherwise than by §§ 163 if that point be raised.

Cumulative Evidence.

To acts of ownership by the Menkens since these conveyances.

Annie McMahon.

Edward Duffy.

COURT OF GENERAL SESSIONS.

The People

vs.

MORTIMER M. MENKEN.

TRIAL BRIEF FOR DISTRICT ATTORNEY.

PURRINGTON & SHANNON,
Attorneys for complaining
Witness,
63 Wall St., City.

In the matter of the complaint by the People of the State of New York on the information of Anna A. McMahon against Mortimer M. Menken

City & County of New York } S. S.

Anna A. McMahon being duly sworn says:

I: I reside at No. 210 W. 62nd Street in said city and have occupied a tenement in said premises for four years last past. About two years ago Mr. Woolley who collected the rent told me that the owner of the property was named Menken. During the last six months a gentlemen named Menken has collected the rents in order, as he told me, to save the commissions of an agent from which fact I inferred him to be the owner of the property.

II: On or about the 26th day of June 1892 my mother Mrs. Catherine Clinton fell down the stairway in said premises where she also occupied

a tenement and her claim for damages resulting from such fall was placed in the hands of Messrs. Purrington & Shannon, attorneys at law, to be prosecuted against ~~the~~ Mortimer M and Percival S. Menken whom they were informed were the owners

III: Upon information and belief that on the 27th day of June, 1892 said attorneys wrote to said Menkens suggesting an amicable settlement of said claim and that one of said Menkens called on said attorneys and discussed the matter without denying ownership of the premises

IV: That on the 15th day of July 1892 said attorneys informed deponent that a deed purporting to convey said premises from Isaac Newton Lewis to Barney Deane had been placed on record in the office of the Register of Deeds of said City and County on June 30, 1892 which said deed and the acknowledgment thereof bore date October 15th 1891 and said attorneys thereupon requested deponent to carefully examine said original deed

and compare the same with a copy thereof in their possession

V: Deponent thereupon on said last named day went to the office of said Register in company of a clerk of said attorneys and found said deed and compared the same with said copy, which copy is herein annexed and by reference made part hereof. Said comparison was made in this manner deponent taking the original deed in her hands, said clerk James A. Lamb, Esq. read the entire matter printed and written on the face ~~th~~ of the copy thereof which was held by him and found to be identical with original. Thereafter Deponent took the copy and Mr. Lamb the original and similar comparison was made by reading.

VI: In the foregoing comparison deponent's attention was particularly called to the advertising imprint at the head of the form upon which the original deed was written and also the copy. Said imprint is in these words: "Deed With Full Covenants

(Act of 1890) - 10 D. John Polhemus Printing Co., Printers & Mfs. Stationers, 121 Fulton St., N. Y." which imprint deponent is informed by said Mr. Lamb who was so informed, at the business place of said Polhemus was not placed upon any blank of said printer prior to about the 1st day of June 1892 said printers having prior to the 1st day of May 1892 had their place of business at #102 Nassau Street and not at #121 Fulton Street.

VII: Upon the information and facts heretofore stated which constitute her information and belief in the premises deponent says and charges that Mortimer M. Menken before whom the acknowledgment of said deed was made being then a Notary Public, a public officer authorized by law to make and give said certificate, writing or acknowledgment knowingly made and delivered the same as true, knowing the statement contained therein that Isaac Newton Lewis personally appeared

before him on the 15th day of October 1891 and acknowledged to him that he executed said instrument to be false.

VIII. For further purposes of identification deponent and said James A Lamb wrote on said copy after comparing the same with the original their initials and the date in red ink on each page of said copy and on the cover.

Sworn to before me
this 15th day of July 1892 } Annie A. McMahon

James A. Lamb
Comm. of Deeds
N. Y. City & Co.

0942

POOR QUALITY ORIGINAL

Deed With Full Covenants (Act of 1890.)—10M. John Polhemus Printing Co., Printers & Mfg. Stationers, 121 Fulton St., N. Y.

This Indenture, made the Fifteenth day of October in the year Eighteen hundred and ninety one

Between Isaac Newton Lewis unmarried of the City County and State of New York party of the first part and Barney Deane of the same place party of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Fifty thousand dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, his heirs and assigns forever, All that certain lot piece or parcel of land with the buildings and improvements thereon erected situate lying and being in the City of New York in Section Number 4 Block Number 1133 bounded and described as follows Beginning at a point on the Southerly side of Sixty second street distant one hundred and fifty feet Westerly from a Corner formed by the intersection of the Southerly side of Sixty second street with the Westerly side of Tenth Avenue running thence Southerly and parallel with Tenth Avenue and part of the way through a party wall one hundred feet and five inches thence Westerly and parallel with Sixty Second Street fifty feet thence Northerly and again parallel with Tenth Avenue one hundred feet and five inches to the Southerly side of Sixty Second Street thence Easterly and along the Southerly side of Sixty Second Street fifty feet to the point or place of beginning

S. S. Pa
Filed July 15 1892

Together with the appurtenances; and all the estate and rights of the said party of the first part, in and to said premises.

To have and to hold the above granted premises unto the said party of the second part, his heirs and assigns forever.

And the said Isaac Newton Lewis does covenant with the said party of the second part as follows:

First.— That the said Isaac Newton Lewis party of the first part is seized of the said premises in fee simple, and has good right to convey the same.

Second.— That the party of the second part shall quietly enjoy the said premises.

Third.— That the said premises are free from incumbrances. Except all existing liens and encumbrances now on said property

Ch. L. M. Jr. July 15, 1892

Fourth.— That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

Fifth.— That the ~~said~~ Isaac Newton Lewis will forever warrant the title to said premises.

In Witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

In the presence of

Mortimer M. Menken Isaac Newton Lewis (L.S.)

Block No. 1133 Changed
to Block 1153 at request
of Menken Brothers
July 5/92
July 5 1892 11-45

SECTION
BLOCK

July 15 1892

July 5 1892
~~June 30 1892~~

Isaac Newton Lewis

to

Barney Deane

Deed

Dated October 15 1891

The land affected by the within instrument lies in Section 4 *in Block* 1133 *on the Land Map of the City of New York.*

Record at the request
of Barney Deane
and return Care
Menken Brothers
140 Nassau Street

JOHN POLHEMUS, Printer and Mf'g Stationer, 102 Nassau Street, N. Y.

The People

vs

Mortimer M. Menken

---

affidavit of Annie A. McMahon and sworn copy of the deed from Isaac Newton Lewis to Barney Deane acknowledged before Mortimer M. Menken as of date Oct 15. 1891

Purrington & Shannon
attorneys for A. A. McMahon
62 Wall St

0946

Sec. 199. — 2d District Police Court. Undertaking to appear during the Examination.

CITY AND COUNTY OF NEW YORK, } ss.

An information having been laid before Hon. Daniel F. McMahon a Police Justice of the City of New York, charging Mortimer M. Menken Defendant with the offence of Perjury

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

We, Mortimer M. Menken Defendant of No. 33 West 92d Street; by occupation a Lawyer and James Savage Jr. of No. 527 West 37th Street, by occupation a Merchant Surety, hereby jointly and severally undertake that the above named Mortimer M. Menken Defendant shall personally appear before the said Justice, at the 2d 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 Three thousand ($3000) ~~Hundred~~ Dollars.

Taken and acknowledged before me, this 30th *day of* April 1891.

Mortimer M. Menken

James Savage Jr.

D F McMahon Police Justice.

0947

POOR QUALITY ORIGINAL

CITY AND COUNTY OF NEW YORK, } ss.

James Savage Jr

the within named Bail and Surety being duly sworn, says, that he is a resident and free holder within the said County and State, and is worth Six thousand ~~Hundred~~ Dollars, exclusive of property exempt from execution, and over and above the amount of all his debts and liabilities, and that his property consists of House & lot of land situate at No 527 W. 37th Street valued at seven thousand dollars over all incumbrances thereon. also all the stock, consisting of Paper stock and business of said No 527 W. 37th Street in said City valued at Five thousand dollars which is free and clear.

James Savage Jr

Sworn to before me, this 30th day of April 1871

Police Justice.

District Police Court.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Michael Benson

vs.

Mortimer M. Menken

Taken the 30th day of April 1871

Justice

Undertaking to appear during the Examination.

The People &c
Michael Benson
v
Mortimer M. Menken

Examination Before Justice McMahon
May 8 1881

For the People - Mr Dooley
Dft Mr Fromme

Michael Benson the complaining witness being duly sworn and examined by Mr Dooley deposes and says:-

Q Do you know the defendant?
A Yes Sir
Q How long have you known him
A Since about July 1879 - I think somewhere around there
Q You made an agreement with Mr Menken in regard to the painting of some houses?
A No.
Q With whom did you make

an agreement:

A with my brother

Q You have spoken in your affidavit with reference to a certain check paid by Mr Menken to you - state the circumstances about the payment of that check.

A I took the painting of these two houses for my brother. Mr Menken was to pay $500. The first payment he made was $200. He wrote a check for Two hundred dollars. I was to get one hundred and fifty dollars

Q Have you got that check in court

A No.

Q State the time place and circumstance of Mr. Menkens giving or handing to you that check?

A This check was drawn to the order of my brother

Q Where were you?

A In the building I was painting.
Q Where?
A 76th street between First and Second Avenue.
Q Who was present?
A My brother and myself and I think the Mentzer and brother — whether there was more I cannot say.
Q Were there any facilities there for writing
A No — I brought in ink from the saloon that is down stairs.
Q What did the Mentzer do?
A He wrote a receipt, I signed it, and he wrote out the check to the order of my brother James Benson.
Q Did you see him write the check
A I did
Q Did you read the check
A Carefully
Q What was the amount

stated in that check
A Two hundred dollars.
Q Both in figures and writing?
A Yes Sir.
Q On what institution was it drawn?
A The Farmers Loan & Trust Co.
Q To whom was the check actually delivered?
A Delivered to my brother.
Q In your presence?
A In my presence - with my consent
Q What did you and your brother do?
A We went to the Farmers Loan and Trust Co. and got another check on another bank.
Q Did you see the check drawn on the other bank?
A I would not swear I read it before he presented it.
Q Did you go with your brother when he presented that check?

A I did
Q Did you see how much he was paid on it?
A I did
Q How much was it?
A Two hundred dollars.
Q What did he do with that money?
A He handed me my part of it. I won to get $150 of it for myself.
Q Was there any balance left after that divvy?
A No sir.
Q Not a penny?
A No sir
Q ~~A~~ Were you present before the referee when this check was offered in evidence?
A I was.
Q Did you see the check then?
A I did.
5 Q Did you examine it carefully?

A I looked at it.
Q Did you look at the handwriting and the figures?
A Yes.
Q How did it look to you?
A It looked to me and everybody like alterations.
Q Did you look at the handwriting and the figures?
A Yes. Everything looked as though it was altered.
Q The check looked to you as though it had been altered?
A Yes.
Q at any time when you were present was any other check drawn or given to James Benson by Mr Mortimer M. Menken.
A No other time.

By the Court

Q. How much money did your brother receive on this check?
A Two hundred dollars
6 Q What do you mean by

saying that you do not know how much that check was for except by seeing what your brother got!

A Because I have not seen the check making it

Q But you did see your brother get the $200?

A I saw him when it was cashed.

Q In what shape was the money - what denomination?

A It was in bills. - 10s 20s and 50s.

Q How do you know it was $200.

A Because I have seen it cashed and counted from standing with him at the time

Q Were you present when the $200 was received?

A I had the check in my hand from the time it was given by the Farmers Loan and

Q

Trust Co. until it was cashed

2 You are not positive whether it was for two hundred dollars or ten dollars?

A I am positive that the check that Menken wrote was for two hundred dollars.

Cross Examined by Mr Fromme

Q What is your business

A Waiterman

Q where

A Cor 65 St and Boulevard

Q When was it you received the $200 check

A It was my brother received it.

Q What year?

A It was in the summer of 1889 - I can't remember exactly It was some time in the summer

Q Had you any transactions with Menken before that?

8. A No sir, The first money

got was a check

Q Did you ever get a check for $30 from Mr Mentken

A No, never a word about a $30 check.

Q (Paper shown) Is that your signature?

A Yes sir

Paper offered in evidence and marked "Dfts Ex 1 March 6. 07"

Q You are the person who brings the complaint here?

A Yes

Q Have made any other complaint before this one before Justice Mr Mahon?

A No sir

Q The first complaint was made in this court?

A Yes.

Q Is there litigation between you and defendant?

A No sir.

Q Do you know whether there

is litigation between your brother and defendant?
A I believe there is.
Q There is a case pending?
A I believe there is.
Q Do you know?
A I do not know — I believe so.

8
May

James A. Benson being duly sworn and examined as a witness for the People deposes and says I live at
Q What is your business?
A Builder
Q Do you know Mortimer M Menken the defendant?
A Yes.
Q Have you had business relations with him?
A Yes.
Q You have heard your brother testify as to the making of

this check for two hundred dollars
A Yes sir.
Q Were you present at the time the check was given?
A Yes sir.
Q Will you state to the court all the circumstances that you remember?
A The check was drawn by Menken for two hundred dollars to my order – to the order of James A. Benson for two hundred dollars. I was to give one hundred and fifty out of that to my brother Michael Benson
Q Did Menken write the check in your presence?
A He wrote the check in my presence.
Q any other check?
A No other checks
Q When you got the check did you look at it carefully?
A I looked at it carefully

Q It was written out in handwriting and in figures?
A In handwriting and figures
Q What amount was it for?
A Two hundred dollars.
Q When you received that check did you go directly to the Farmers Loan and Trust Co?
A I did
Q Who was with you?
A My brother Michael Benson
Q When you presented it to the Farmers Loan & Trust Co. what did the officer there do?
A They told me they never paid out cash there. They gave me a check on another bank in exchange
Q What did the gentleman at the desk do?
A He took the check that I had and gave me another in exchange for two hundred

dollars.

Q What was the amount of the check?

A Two hundred dollars.

Q Both writing and figure?

A Both writing and figure.

Q Who was present?

A My brother

Q What did you do with the check

A I went up to a place in Chambers Street and got it cashed, a friend came and identified me. I was at a banker and broker.

Q Did you get the check cashed at the bank?

A No. I went to a friend of mine in Chambers Street Mr Clark — Banker and Broker office

Q How much money did Mr. Clark pay you?

A Two hundred dollars

Q In what denomination?

A Fives and tens &c
Q Were there any as large 20$?
A One or two
Q As large as fifties?
A. No.
Q You counted the money?
A Yes.
Q. What did you do with it?
A I gave my brother one hundred and fifty dollars and kept fifty for myself.
Q Were you present before Mr Luques the Referee at the hearing when this check in question was offered in evidence?
A I was
Q Did you examine the check
A I did.
Q What was the amount of the check as inserted there?
A Three hundred dollars.
Q Did you look carefully at the writing?

A I did
Q Do you think it was changed?
A It seemed to me to be changed;
Q Had the figures been changed;
A Yes Sir.

By the Court

Q You received this check from Menken on the first transaction?
A That was the only transaction.
Q Do you know of any other check but that one check;
A That is the only one — on the Farmers Loan and Trust Co.

Cross examined by Mr Frowne

Q Were you present when your brother received other moneys
A No; I was not present
Q Do you know whether your brother received other moneys besides this check for $20?

15

Q You are a builder?
A Yes.
Q Your own account?
A Yes — who else?
Q On account of your wife?
A On account of my wife
Q You use your wife's name?
A Mine and her's both.
Q You act as agent for your wife?
A Yes.
Q Do you do business in your own name?
A Yes. If I like
Q There is an action pending in the Court of Common Pleas "Benson v. Menken"
A Yes Sir
Q And has been pending for some time?
A Yes Sir
Q It has been pending before the complaint you make against Mr. Menken?
16 A Yes Sir

Q And pending that action this complaint was made for forgery against Mr. Menken?

A Yes sir - that is so - since of course

Sgd

Edwin J. Raynor being duly sworn and examined as a witness for the people deposes and says: I live at 22 West 129th St. I am in the banking business. I am with the Farmers Loan & Trust Co.

Q You were there in the summer of 1889.

A - Yes

Q - Have you with you the stub of the book showing checks paid out by that company.

A Yes.

Q Have you the check drawn

by your company to James A. Benson?

A Yes.

Q Can you remember the drawing of this check?

A Yes.

Q Can you identify the person who presented that check?

A I could not

Q You recollect drawing this particular check?

A Yes.

The stub of the check is shown.

Q Will you swear that this is the check given out to the party presenting the check drawn by Mr Menken to you at that time?

A Yes Sir.

Q Mortimer M. Menken had an account with your institution?

A I think he had.

Q You were in charge of the

personal accounts?

A Yes.

Q How did you come to pay that check out?

A In the regular course of business

Q Do you know for what amount this check was drawn?

A It was drawn for two hundred dollars.

Q You are positive about that?

A Yes Sir

(The no of the check in the stub book produced by the witness is 14279 special)

May 11 1

Police Justice.

Police Justice.

William H. Leupp

12

being duly sworn as a witness for the people deposes and says: I am Second Vice President of the Farmers Loan & Trust Co. I live in New Brunswick N.J.

Q Do you familiar with the personal account of Mortimer M. Menken?

A I looked at it when I was summoned before the referee

Q Has that account been closed?

A Yes sir.

Q And a balance struck?

A Yes sir

Q And in that account was this check put down for three hundred dollars or two hundred dollars?

A For two hundred dollars;

Q Has there been any objection made by Mr Menken to the balance of that account?

20

A None that I ever heard of.
Q He never sent back the pass book?
A No sir, not that I ever heard of.

"Mag"

Herbert L. Luques recalled.
Q Is this the order of reference under which you acted as referee?
A Yes sir.
Referee opened in evidence and marked "Referee Ex 3 Off."
Q Pursuant to that order did you act as Referee?
A I did.
Q What was your custom in putting down the evidence?
A I was asked to put down question and answer.
Q Is your own handwriting?

A Yes - they did not wish to pay for a stenographer

Q Among other witnesses did you Lane Mortimer M Menken?

A Yes sir.

Q Have you with you his direct and cross ~~re~~ examination?

A Yes

Q Please produce it.

(Record produced)

Q Does it appear on this record ~~that~~ Mr Menken testified in regard to a certain check for three hundred dollars

A I believe ~~I did~~ it does.

Q I ask you if these are the words ~~that~~ Mr Menken swore to (Reading from record)

"I asked him if it would "be satisfactory to take a "receipt from both of them "and he said yes. I drew "my check to the order of "James A. Benson for three "hundred dollars and took

22

"a receipt from both of the
"Bensons - one for fifty dollars
"and the other for two hundred
"and fifty dollars"
Are those the precise words that Mortimer M. Menken swore to?
A I think they are. Of course I endeavored to take down the words at the time, afterwards I had type writer copies made for the attorneys and sent them copies.
Q Have you a copy of the cross examination before you?
A Yes sir - He was cross examined by Mr Kearney
Q The original manuscript taken down by you.
A Yes.
Q Does the complaint admit a payment of on account of $3.50 between the parties.
A Here is a copy of the complaint against Susan E. Benson & others

I never heard the $350 referred to. Here is the answer of Cornelia Menken.

2 Is that the answer in the case in which Menken was supposed to have testified

A. Yes sir

2 - (Reading from Referees report of the testimony of defendant Mortimer M. Menken before Referee Lugger on Oct 9 / 1920)

"2 - Is this the check by
"which you claim to have
"made the payment set
"forth in the answer?
"A - Yes
"2 - By whose direction was
" the check made out to the
" order of James A. Benson?
"A - By James A. Benson and
" Michael Benson
"2 - What direction did Michael
" Benson give you?
"A - To make out the check
" in the name of his brother

"Q - Is that what Michael
"Benson said?
"A - Yes
"Q - Who first spoke of that
"check or requested it?
"A - Michael Benson
"Q - What did he ask you
" for?
"A. Money
"Q - How much?
"A - He said he wanted
" three hundred dollars
"Q - Then you gave him
" the $300 check when he
" asked for it? Did you?
" A - No Sir
" Q - Against whose account
" did you charge this check?
" A - I charged it against
" Michael Bensons
" Q - Is this check charged
" against Susan E. Benson.
" A - Yes - it is charged
" against Susan E. Benson
" and Michael Benson

25

Q — Did Susan E. Benson appear by attorney?

A — She did not.

Q For whom did Mr Finck appear

A For Cornelia Menken, and Ede Phillips

Q Did Mr Finck make a statement when he withdrew?

Objected to for the reason that defendant was not present)

Objection sustained.

Cross examined by Mr. Fromme

Q You made an affidavit before Justice McMahon on the 30th of April 1891?

A. Yes sir

Q You testify that these are the original minutes in the case of Michael Benson against Susan E. Benson, and you have testified that they were filed in the court of Common Pleas?

A — I did

26 Q — In that you made a mistake

A - I did
Q You made that statement on your best knowledge
A That was my belief.
Q - Was Mr Mortimer M. Menken recalled before you after the testimony was given that the check was not a $900 check - was he recalled to make any explanation
A I think not
Q Look at Exhibit 1 Have you that before you?
A I think it was the same
Q Mr Fink appeared for Mrs Cornelia Menken?
A Yes
Q Mr Benson was represented by Mr Kearney?
A Yes.

Re-direct

Q Was not that check drawn by Mortimer M. Menken to the order of James A. Benson, on the Farmers Loan and Trust Co. Here

A Yes sir

Q Did you examine that check carefully?

A Yes sir

Q You looked it carefully?

A Yes.

Q You examined both the writing and the figures: words written on it?

A Yes.

Q What opinion did you form as to whether the writing on that check had been changed?

Objected to

A When the check was offered in evidence I do not think I formed any opinion in regard to it at all

Q In making up your report did you adopt the figures and writing on that check?

Objected to

Objection overruled

A I did not

Q What was your reason for that

Objected to

objection sustained.

By the Court

Q Will you tell the amount that this check was drawn for

A As presented

Q The check drawn by Mortimer M. Livingston

A The check drawn on the Farmers Loan & Trust Co

Q As it appeared in evidence?

A It was for three hundred dollars

Q You Mortimer M. Menken on the stand;

A He was yes sir

Q Did he state that he made that check;

A Yes sir

Q And that the amount was ($300) three hundred dollars?

A Yes sir.

Q And was the testimony that he gave necessary to the prosecution of the defense in that action.

A It was, to determine the amount that was due to the plaintiff in the action.

By Mr Fromme

Q The receipt marked Exhibit B was one of the receipts

A Yes. That was one

Q Cornelia Menken claimed that there was $450 paid to Mr Benson;

A That was it I believe

Mr Fromme moves to dismiss the complaint on the ground that the law requires that the perjury charged shall be both wilful and corrupt.

Motion denied.

The Court - Mr Fromme - Have you got the original check?

A No sir.

Q Do you know where it is?

Mr. Fromme — I do not.
The Court — I will adjourn this case to give an opportunity to find out where this check is

Adjourned to May 22 2 P.M.

Adjourned to May 23, 10 A.M.

Examination Continued May 23. 1891
Appearances as before.

William H. Leupp being duly sworn and examined as a witness for the People deposes and says:

Q Were you made present at this proceeding before Herbert L. Lugues Referee?

A Yes sir.

Q Did you examine this check that has been referred to here?

A Yes sir

Q Tell what occurred.

A This check was drawn by Mortimer M. Menken dated Sept 24 1889 to the order of James A. Benson. The figures and filling out were changed to read for three hundred dollars. It bore the marks of our clerk. I took it down to our office and examined it, and Mr Menken's signature was on record on our books. I looked

and found it was his signature
Then I looked at the record of
the check and found that
it had been paid for two hundred
dollars.

Q Did you examine the check down there?

A Yes sir.

Q Tell what you saw?

A It had been altered sir.
It had been paid for the
former amount

Herbert L Luques recalled by the People.

Q – At the time that Mr Menken
testified as a witness before
you as Referee was this check
not offered to shown ~~to you~~.
to him?

Objected to

Objection sustained

Q And in this part of the examination
of Martine U. Menken: "Is this
the check upon which you claim
to have made the payment

set forth in your answer; answer "yes"?

Re C

A – yes.

Re Court – That has been brought out before

2 After Mr Fink withdrew from the suit did you receive a request from him to deliver to him the check;

A I did

2 What did you do in regard to that request;

A That was after the ending of the ~~suit~~ suit – I sent the check to him the exhibits to him

George Fink being duly sworn as a witness for the People before and says:

2 Have you heard Mr Lugnes testify here?

A I did not pay much attention.

94

2 Do you remember after your withdrawal from the case that you requested the Defense to have this check returned to you?

A I do

2 Do you remember whether or not after this check was returned to you you had an interview with Mortimer M. Menken

Objected to.

Objection sustained.

2 Did you have an interview with him after you received the check?

A Yes.

2 After the interview between you and Mr Menken did you have the check?

Objected to

Objection sustained.

2 Have you that check now?

A No.

2 You received a subpoena duces ~~tecum~~ tecum to produce it?

95

A – No – I did not receive such a subpoena – I have no such check

The People Rest

Mr Fromme – The check not being produced I move the strike out all evidence regarding it

The Court – They having apparently made diligent effort to produce the check – your motion is denied.

The Defense Rest

P S. Menken being duly sworn and examined as a witness for defendant deposes and says. I live at 33 West 97 St. I am a brother of defendant I was present when Michael Benson received the $300 referred to here.

Q Were they paid by your brother?

A They were
Q Under what circumstances
A One hundred dollars in cash and two hundred dollars by a check
Q Were you present when the $100 was paid in cash?
A I was sir
Q and when the $200 was paid by check?
A I was sir.
Q Were you present when the receipt that has been offered in evidence was given?
A Yes sir
Q Is the four hundred and fifty dollars — was that receipt signed?
A Yes sir
Q You are positive that the $300 was paid as stated here?
A Yes sir

Cross-examined

97 Q Do you remember the date of

the transaction you have just named?

A about Sept. 24

Q Were you present when the check was presented to the Farmers Loan & Trust Co?

A I was not

Q Or when the check was collected?

A No.

Q Would you swear who collected the money?

A No sir

Q They got $10 cash on that day

The court — I do not see the bearing of this $10 on the case.

George Fink recalled by defense

Q Was the introduction of that check as evidence material to the issue in any way.

Objected to

Objection sustained

98

Q You are familiar with the proceeding before Referee Lugres?

A Yes sir.

Q You know the parties to the case?

A Yes

Q Had that check anything to do with that action - this check of James A Benson?

Objected to

Objection sustained

Q For what was this check produced?

A I think it was produced in regard to establishing the amount that had been paid.

Cross examined

Q Was it put in evidence in addition to prove payment?

A I could not say without looking at the minutes. My impression is that it was

By Mr Fromme

Q. Look at Ex 1 whether that was evidence that was brought before you as to payment

99

A Yes sir: that was produced in evidence

The Court – It was part of the evidence?

A It was part of the evidence

Q One claimed that $450 had been paid?

A Yes sir – Mr Menken claimed that

Q The payment of this $30 was part of the $450?

A Yes sir

Defendant Lugues recalled by Mr Fromme

Q Was Mr Menken recalled after he gave his testimony to make any ~~explanation~~ explanation?

A No sir

Defendant held to answer $2000 bail.

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

POLICE COURT, 2 DISTRICT.

Michael Benson

of No. 1007 Park avenue ~~Street~~, being duly sworn, deposes and says,

that on the 3rd day of October 1890

at the City of New York, in the County of New York, Mortimer M. Menken

did commit wilful and corrupt perjury. That a certain action in the Court of Common Pleas in and for the City and County of New York in which Michael Benson, this deponent was plaintiff and Susan Benson and others were defendants, which action was for the foreclosure of a mechanics lien and which action was by an order of said Court, duly referred to Herbert L. Lugues as Referee to hear and determine said action. That at a duly appointed hearing previous to said day before said Referee the defendant appeared as a witness for and on behalf of said Susan Benson and others and was then and there duly sworn by said Referee that the evidence and testimony he should give relating to the matter in difference between the said parties should be the truth, the whole truth and nothing but the truth. That upon the examination of said defendant it became material to inquire whether payment had been made as set by the answer in said action That on the said 3rd day of

October, 1890, the defendant appeared before said Referee upon a hearing had pursuant to adjournment, to continue his testimony and upon cross examination, said defendant being so previously sworn as a witness as aforesaid, did then and there on said hearing before said Referee, willfully, knowingly and corruptly swear and testify among other things that he had drawn a check upon Farmers Loan and Trust Company, to the order of James A. Benson, for the sum of $300.00, in payment for an indebtedness upon which said action was instituted. That he delivered said check to the said James A. Benson in the presence of deponent, whereas in truth and in fact the said statement and testimony, which was material matter, the defendant knew to be false and untrue. That said check drawn as aforesaid was for the sum of $200, instead

POLICE COURT _____ DISTRICT _____

THE PEOPLE, &c.,

ON THE COMPLAINT OF

vs.

AFFIDAVIT.

Dated _____ 188

Magistrate.

Officer.

Witness,

Disposition

of $300. as sworn to by the defendant; that said check was altered after it became a voucher all of which facts the defendant well knew. That said voucher is not in deponents' custody or control; that a portion of the copy of the minutes taken before said Referee is hereto attached.

Wherefore deponent charges the defendant with willfully and corruptly swearing falsely and committing willful and corrupt perjury.

Michael Benson

SWORN TO BEFORE ME
THIS 24 DAY OF April 1891
A. Durnalow
POLICE JUSTICE.

0991

POOR QUALITY ORIGINAL

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

POLICE COURT, 2 DISTRICT.

Herbert L. Luques

of No. 261 Broadway ~~Street,~~ being duly sworn, deposes and says,

that ~~on the~~ ..... ~~day of~~ ..... ~~188~~

at the City of New York, in the County of New York, ~~that he is the~~

Referee referred to in the annexed affidavit of Michael Benson; that the testimony taken on said hearing is on file in the office of the Clerk of the Court of Common Pleas in and for ~~the~~ City and County of New York; that the check in question was returned to the defendant

Sworn to before me this 30th April 1891

Herbert L. Luques

D Murphy

Police Justice

Sec. 198—200.

District Police Court

CITY AND COUNTY OF NEW YORK, } ss.

Mortimer M Menken 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. Mortimer M. Menken

Question. How old are you?

Answer. 23 years

Question. Where were you born?

Answer. New York

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

Answer. New York City

Question. What is your business or profession?

Answer. Counselor at Law

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

Mortimer M. Menken

Taken before me this 20 *day of* April 1889

Mahoney

Police Justice.

BAILED

No. 1, by James Savage

Residence 527 West 37 Street

No. 2, by

Residence Street

No. 3, by

Residence Street

No. 4, by

Residence Street

#61 737

Police Court--- 2 District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Michael Benson
1007 Park Ave
Mortimer M. Merriken

2 B.

3

4

Offence Forgery

Dated April 30 1891

W. Nostrand Magistrate.

Sheldon & Heard Officer.

C. P. Precinct.

Witnesses Herbert L. Burgess
No. 261 Broadway
James [illegible] Foreman.
No. [illegible] Street.
Edwin [illegible]
No. [illegible] Street.
Wm [illegible]
Farmers Loan & Trust Co
No. [illegible] Street.
George [illegible] 145 Broadway

$2000 to answer N. G.

$2000 bail 4 May 8 2 P M
By 4 May 22 2 P M
Do May 23 9 A M
Bailed

RECEIVED 1st DIST. MAY 2

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

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

Dated 18 W. Nostrand Police Justice.

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

Dated May 26 1891 W. Nostrand 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 18 Police Justice.

0994

DISTRICT POLICE COURT.

THE PEOPLE
ON COMPLAINT OF
Michael Benson
agst.
Mortimer H. Livingston

Examination had May 8 – 23 1882
Before Daniel F. McMahon Police Justice.

I, Woolsey L. Ormsby Jr. Stenographer of the 2 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 Michael Benson James A. Benson, Herbert Sugrue as taken by me on the above examination before said Justice.

Dated May 8 – 23 1882 W. L. Ormsby Jr.
Stenographer.

D F McMahon
Police Justice.

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

The People of the State of New York

Against

Mortimer M. Menken

THE GRAND JURY OF THE CITY OF NEW YORK, by this indictment accuse Mortimer M. Menken of a misdemeanor committed as follows:

The said Mortimer M. Menken late of the City of New York in the county aforesaid on the 30th day of June in the year of our Lord one thousand eight hundred and ninety two at the city and county aforesaid being an officer within this state authorized to take the acknowledgment of conveyances of real property within this state, to wit; a Notary Public of the State of New York in and for the said City and County of New York duly appointed, qualified, sworn and acting as such and as such Notary Public being then and there authorized by the laws of this State (among other things) to take and certify the acknowledgment of deeds and conveyances of real property for use and record in this state was guilty of malfeasance and fraudulent practice in the execution of the duties prescribed to him by law as such Notary Public in relation to certifying the acknowledgment of a certain deed and conveyance of real property, the acknowledgment of which he was so duly auhtorized by law to

take and certify as aforesaid, in that the said Mortimer M. Menken being such Notary Public and so authorized as aforesaid then and there having in his possession and custody a certain instrument and paper writing purporting to be a deed and conveyance of real property situated in said city and county of New York which said instrument and paper writing is as follows, that is to say;

"THIS INDENTURE, made the fifteenth day of October in the year Eighteen hundred and ninety one BETWEEN Isaac Newton Lewis unmarried of the City County and State of New York party of the first part and Barney Dean of the same place party of the second part WITNESSETH, That the said party of the first part in consideration of the sum of Fifty Thousand dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, his heirs and assigns forever, ALL that certain lot piece or parcel of land with the buildings and improvements thereon erected situate lying and being in the City of New York in Section Number 4 Block Number 1133 bounded and described as follows Beginning at a point on the Southerly side of Sixty Second street distant one hundred and fifty feet westerly from a corner formed by the intersection of the Southerly side of Sixty second street with the Westerly side of Tenth Avenue running thence Southerly and parallel with Tenth Avenue and part of the way through a party wall one hundred feet and five inches thence Westerly and parallel with Sixty second street fifty feet thence Northerly and again parallel with Tenth Avenue one hundred feet and five inches to the Southerly side of Sixty second street thence Easterly and along the Southerly side of Sixty second street fifty feet to the point or place of beginning TOGETHER with the appurtenances; and all the estate rights of the said party of the first part, in and to said premises. TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, his heirs and assigns forever. AND the said Isaac Newton Lewis does covenant with the said party of the second part as follows: FIRST.-- That the said Isaac Newton Lewis party of the first part is seized of the said premises in fee simple and has good right to convey the same. SECOND.--That the party of the second part shall quietly enjoy the said premises. THIRD.--That the said premises are free from incumbrances. Except all existing liens and encumbrances now on said property. FOURTH.--That the party of the first part will execute or procure any further necessary assurance of the title of said premises. FIFTH.--That the said Isaac Newton Lewis will forever warrant the title of said premises.

IN WITNESS~~WH~~ WHEREOF, the said party of the first part has hereunto set his hand and seal the day ~~of the~~ and year first above written.

IN THE PRESENCE OF
Mortimer M. Menken Isaac Newton Lewis."

then and there ~~wilfully~~ unlawfully, corruptly, maliciously, knowingly, wickedly, wilfully, fraudulently and falsely did make, prepare, sign and subscribe a certain written certificate of the kind commonly known as an acknowledgment upon the same paper containing the written instrument above set forth and below and following the same, wherein and whereby he the said Mortimer M. Menken unlawfully, corruptly, maliciously, knowingly, wilfully, fraudulently and falsely certified and declared as such Notary Public that on the 15th day of October in the year 1891 before him personally came Isaac Newton Lewis to him known and known to him to be the individual described and who had executed the instrument and deed of conveyance above set forth, and that he, the said Isaac Newton Lewis, thereupon acknowledged to him that he executed the same which said certificate and acknowledgment is as follows:

"State of New York
City and County of New York ss.

On this 15th day of October in the year Eighteen hundred and ninety one before me personally came Isaac Newton Lewis to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same.

Mortimer M. Menken
Notary Public
N.Y.Co."

Whereas, in truth and in fact the said Isaac Newton Lewis to him known and known to him to be the individual described

in and who executed said written instrument and deed of conveyance did not personally come before the said Mortimer M. Menken on the said 15th day of October in the year 1891, and did not thereupon acknowledge to the said Mortimer M. Menken that he executed the same all of which the said Mortimer M. Menken well knew.

And afterwards, to wit; on said 30th day of June in the year of our Lord one thousand eight hundred and ninety two at the city and county aforesaid the said Mortimer M. Menken being such Notary Public as aforesaid well knowing the premises, unlawfully, corruptly, maliciously, wickedly, wilfully, fraudulently and falsely did produce and present and cause to be produced and presented to the Register of said City and County of New York the said paper writing above set forth purporting to be said deed of conveyance of real property as aforesaid together with said false and fraudulent certificate of acknowledgment for record in the office of said Register and did then and there and thereby cause the same to be recorded in the office of said Register.

And so the Grand Jury aforesaid do say that the said Mortimer M. Menken in manner and form aforesaid was guilty of fraudulent practice in the execution of the duties prescribed to him by law as such Notary Public against the form of the statute in such case made and provided and against the peace of the People of the State of New York and their dignity.

SECOND COUNT.

And so the Grand Jury aforesaid by this indictment accuse the said Mortimer M. Menken of a misdemeanor committed as follows:

The said Mortimer M. Menken late of the city and county aforesaid afterwards, to wit; on the said 30th day of June in the year of our Lord one thousand eight hundred and ninety two at the city and county aforesaid being an officer authorized by law to make and give a certificate of the acknowledgment of deeds and conveyances of real property for use and record in this State, to wit; a Notary Public of the State of New York in and for said City and County of New York, duly appointed, qualified, sworn and acting as such Notary Public did knowingly make and deliver a said certain certificate and writing containing ~~sworn~~ certain statements which he knew to be false, in that the said Mortimer M. Menken being such Notary Public and so authorized as aforesaid then and there having in his possession and custody a certain instrument and paper writing purporting to be a deed and conveyance of real property situated in said city and county of New York, which said instrument and paper writing is as follows, that is to say;

"THIS INDENTURE, made the fifteenth day of October in the year Eighteen hundred and ninety one BETWEEN Isaac Newton Lewis unmarried of the City County and State of New York party of the first part and Barney Dean of the same place party of the second part WITNESSETH, That the said party of the first part in consideration of the sum of Fifty Thousand dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and

release unto the said party of the second part, his heirs and assigns forever, ALL that certain lot piece or parcel of land with the buildings and improvements thereon erected situate lying and being in the City of New York in Section Number 4, Block Number 1133 bounded and described as follows Beginning at a point on the Southerly side of Sixty Second street distant one hundred and fifty feet westerly from a Corner formed by the intersection of the Southerly side of Sixty Second street with the Westerly side of Tenth Avenue running thence Southerly and parallel with Tenth Avenue and part of the way through a party wall one hundred feet and five inches thence Westerly and parallel with Sixty second street fifty feet thence Northerly and again parallel with Tenth Avenue one hundred feet and five inches to the Southerly side of Sixty second street thence Easterly and along the Southerly side of Sixty second street fifty feet to the point or place of beginning TOGETHER with the appurtenances; and all the estate rights of the said party of the first part, in and to said premises. TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, his heirs and assigns forever. AND the said Isaac Newton Lewis does covenant with the said party of the second part as follows: FIRST.--That the said Isaac Newton Lewis party of the first part is seized of the said premises in fee simple and has good right to convey the same. SECOND.-- That the party of the second part shall quietly enjoy the said premises. THIRD.-- That the said premises are free from incumbrances. Except all existing liens and encumbrances now on said property. FOURTH.-- That the party of the first part will execute or procure any further necessary assurance of the title of said premises. FIFTH. That the said Isaac Newton Lewis will forever warrant the title of said premises. IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day year first above written.

IN THE PRESENCE OF
Mortimer M. Menken Isaac Newton Lewis."

then and there unlawfully, corruptly, maliciously, knowingly, wickedly, wilfully, fraudulently and falsely did make, prepare, sign and subscribe a certain written certificate of the kind commonly known as an acknowledgment, upon the same paper containing the written instrument above set forth, and below and following the same, wherein and whereby he the said Mortimer M. Menken, unlawfully, corruptly, maliciously, knowingly, wilfully, fraudulently and falsely certified and declared as such Notary Public that on the 15th day of October in the year 1891 before him personally came Isaac Newton Lewis to him known and known to him to be the individual described and who had executed the instrument and deed of conveyance above set forth, and that he, the said Isaac Newton Lewis, thereupon acknowledged to him that he executed the same which said certificate and acknowledgment is as follows:

"State of New York
City and County of New York ss
On this ~~xxx~~ 15th day of October in the year Eighteen hundred and ninety one before me personally came Isaac Newton Lewis to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same.
Mortimer M. Menken
Notary Public N.Y.Co."

Whereas, in truth and in fact the said Isaac Newton Lewis to him known and known to him to be the individual described in and who executed said written instrument and deed of conveyance did not personally come before the said Mortimer M. Menken on the said 15th day of October in the year 1891, and did not thereupon acknowledge to the said Mortimer M. Menken that he executed the same all of which the said Mortimer M. Menken well knew.

And afterwards, to wit; on said 30th day of June in the year of our Lord one thousand eight hundred and ninety two at the city and county aforesaid the said Mortimer M. Menken being such Notary Public ~~xxxxxxxxxxxxxxxxxxxx~~ as aforesaid well knowing the premises, unlawfully, corruptly, maliciously, wickedly, wilfully, fraudulently and falsely did produce and present and cause to be produced and presented to the Register of the City and County of New York the said paper writing above set forth purporting to be said deed of conveyance of real property as aforesaid together ~~xxx~~ with said false and fraudulent certificate of acknowledgment for record in the office of said Register and did then and there and thereby cause the same to be recorded in the office of said Register.

And so the Grand Jury aforesaid do say that the said Mortimer M. Menken such Notary Public as aforesaid being authorized by law to make and give said certificate of acknowledgment unlawfully did make and deliver a certain certificate containing statements that he knew to be false, 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.

De Lancey Nicoll,
District Attorney.

1002

BOX:
491

FOLDER:
4486

DESCRIPTION:
Mercer, George T.

DATE:
08/04/91

4486

(601)

Witnesses:

Maggie Cannon

James Mann

Intf. crediting

37 M

1011

J. Berlinger

Counsel,

Filed day of 189

Pleads, Nolo contendere

THE PEOPLE

com. March 28/92

vs.

21 183 C. 111th St

Gasfitter

George T. Mercer

Seduction.

[Sec. 284, Penal Code]

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Foreman.

Part 2 – March 30 1892

Tried and Convicted

P. 4 yrs & 10 mo.

B $100. RBM

April 1st/92

POOR QUALITY ORIGINAL

1003

(601)

Witnesses:

Maggie Cannon

James Mannix

Intfg. crd. ...

37, 50

1011

J. Berlinger

Counsel,

Filed day of 189

Pleads, Negatively

THE PEOPLE

com. March 28/92

vs.

21 183 E. 111th St

Gaspitto

George T. Mercer

Seduction.

[Sec. 254, Penal Code]

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

William Woodruff

Foreman.

Part 2 – March 30 1892

Tried and Convicted

P. Pris 10 mo.

B. $100. RBM

April 1st/92

COURT OF GENERAL SESSIONS

----------x

The People, etc., :

against :

George T. Mercer :

----------x

Hon. Randolph B. Martine,

Presiding Judge.

This is an application in behalf of the defendant, George T. Mercer, under Section 465 of the Code of Criminal Procedure for a new trial, upon the ground of newly discovered evidence. The defendant was tried before Your Honor and convicted on the 30th of March, 1892, for the crime of seduction under promise of marriage, and upon the trial of this action, the plaintiff one Maggie Cannon, testified among other things that she was a woman of previous chaste character; that her father was dead, and that her mother subsequently married one Milton H. Cannon. We contend that the affidavits here presented from reputable people residing in the northern section of this city, show conclusively that this girl was not a girl of previous chaste character, and that her statement upon the stand as to her condition and character were false. This crime can only be perpetrated against a person whose character has theretofore been chaste and such character is a condition precedent to a conviction.

The affidavit presented here made by a young man who although in an unfortunate position, and the affidavit of the former employers of this girl, together with the other evidence presented by these affidavits, would in our judg-

ment have produced a different result upon your Honor's mind and upon the minds of the jury had they been introduced upon the trial. This is not a novel proceeding. There is no human institution infallible, and it often happens in the administration of our laws that people are convicted upon insufficient and sometimes perjured testimony. His Honor Judge Cowing within the past two months had occasion to reverse a judgment of conviction of the defendant upon trial before him, for the reason that proper investigation disclosed the fact that the testimony of the prosecutrix was not entitled to credence, and that she perjured herself upon the witness stand, and such testimony was produced after the conviction of the defendant, and Judge Cowing immediately set aside the conviction and ordered a new trial and discharged the prisoner upon his own recognizance. There is no class of cases known to our law wherein the greatest care should be exercised in scanning the weight of evidence, and the character of the witness than that of the one under consideration. The Legislature of this State believing that injustice sometimes may be done, and hardships to the defendants inflicted, limited the time in which prosecutions could be had for this offence. The absolute purity and chasteness of character is necessary in the person of the prosecutrix, and if she has sworn to a material fact upon the trial which was false, and which she knew to be false at the time, her whole testimony should be looked at with suspicion. We are satisfied, as we believe Your Honor must be satisfied, that is, if these affidavits be true, and we have no reason to doubt their truthfulness, that a different

result would have been reached upon the trial if this testimony had been produced. A new trial of this case cannot subject the people of any great inconvenience or expense, and if an injustice has been done this defendant, we believe that Your Honor will be the first by your authority and order, to rectify that error. If a new trial be ordered, we shall proceed at once before Your Honor, and shall not ask for any delay.

Yours very respectfully,

Purdy & Williams
of counsel -

N.Y. COURT OF GENERAL SESSIONS

"#"#"#

1009

POOR QUALITY ORIGINAL

Police Court, 3 District.

City and County of New York, } ss.

Maggie Cannon

of No. 2234 1st Avenue Street, aged 19 years,

occupation None being duly sworn, deposes and says,

that on the 10 day of August 1890, at the City of New York, in the County of New York,

George T. Mercer did feloniously and under a fraudulent promise of marriage seduce deponent and have carnal knowledge of deponent's body. That deponent and the said Mercer have been acquainted and on terms of friendship for a period of three years last past. That the said Mercer regularly visited deponent at deponent's residence in the character of an accepted suitor for the hand of deponent in marriage. That deponent, relying on the promise of the said Mercer to marry deponent, did yield to the wishes of the said Mercer and did permit the said Mercer to seduce and have carnal knowledge of deponent's body.

Deponent further says that previous to and up to the time of said seduction deponent was of ~~[illegible]~~ chaste character.

Deponent therefore prays that the said Mercer may be arrested and dealt with as the law directs.

Sworn to before me
This 11th day of June, 1891

Maggie Cannon

A. J. Wahl
Police Justice

Police Court-- 1 District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Maggie Lannin

vs.

Geo F Mercer

2

3

4

Offence Desertion

Dated 188

Magistrate.

Officer.

Clerk.

Witnesses,

No. Street,

No. Street,

No. Street.

$ to answer Sessions

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

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

Dated 188 *Police Justice.*

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

Dated 188 *Police Justice.*

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

Dated 188 *Police Justice.*

1011

Sec. 198—200.

District Police Court.

CITY AND COUNTY OF NEW YORK, } ss.

George T Mercer 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 no waiver cannot be used against him on the trial.

Question. What is your name?

Answer. George T Mercer

Question. How old are you?

Answer. 27 Years

Question. Where were you born?

Answer. New York

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

Answer. 216 East 109th St 4 Years

Question. What is your business or profession?

Answer. Gas Fitter

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

George T. Mercer

Taken before me this 11 day of 1887

Police Justice.

1012

BAILED,

No. 1, by John Love

Residence ~~Prospect Av cor. 175th~~ Street.
and No. 10 — 4th Ave.

No. 2, by 2230 2nd Ave

Residence ..... Street.

No. 3, by .....

Residence ..... Street.

No. 4, by .....

Residence ..... Street.

265 1011

Police Court--- 5 District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Maggie Cannon
223 1st Av
60 West 93 Day of this Month

Sergt. J. Meier

1 .....

2 .....

3 .....

4 .....

Offence Disorderly

Dated July 13 1891

White Magistrate.

Wm. Macdonald Schm. Officer.

Orders 27 Precinct.

Witnesses James Murray
75 E. 85th St

No. ~~107 E 84th~~ Street.

Bridget Gilroy

No. 2234 1st Av Street.

F. E. Hipple ~~22 10 7th Ave~~
2210 7th Av

No. ..... Street.

$ 1500 to answer

G July 17/935
B " 27" 9.30
31 " 25 - 9.30
~~29~~ 9.30

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

Dated July 13 1891. White Police Justice.

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

Dated ..... 18 ..... 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 ..... 18 ..... Police Justice.

216 - E. 114 - Dorothy Lynch.

The Peo.
vs.
Mercer } Indictment

Mother living - step Father.
Maggie Cannon -
Met - Nov. '88. — Was working
120th ~~130th St.~~ with Mrs Regan - as
General House work —

Then living at 319 E. 109th St.
with Mother — The lived opposite
at 316 - E. 109th Street —

I met him while I was in company with
my sister Mamie Cannon - 75 E
85th Street and Julia Waters
319 E. 109th Street.

He visited me every other Sunday
and at nights I used accompany
him home -
At the time I met Defendant James
~~Mann~~ Mann - was in company with
Mercer — Mercer and Mann were
~~acting~~ actors - playing Harmonicas.
Mann afterward married my sister.

There Was Dave Mercer visiting me at Home — an James Morrin 75 - E. 85th St. Mrs. Gilroy 223 1st Ave. Julia Waters. 317 E. 109th St.

Engagement.

In July '89 - He asked me to be his wife —
In april he brought me the Ring - and gave it to me In the presence of James Morrin and my sister —. He took it back ~~and~~ He showed me some - and I picked out this one - then then He took and had the Initials Engraved and gave it to me - for Why I think in 2 days. There others were present at the time he gave me the ring - At the time He told me I was to be married on my Birth-day 1st of May. '90 He would come and see me every ~~Do~~ Evening —
Mrs Wood 109 - W. 53d St. she knows he kept my company —
He kept putting me off - but wanted me injoy at 319 - E. 109th St. until Nov. '90 — When Morrin.

724

told me - he went into other girls
and I told him this - If he was
that kind - I did not wish his
company any more. Then he said
It is not true and I can prove
it - I said all right - Then
he got Mamie and my sister and
mother and met at our House.
and Mamie told him he was
bad he was going with other
women - that Mercer had told
him that himself. He Mercer
said If I did It is none of your
business - Then he left and
I saw him going up in his
own House - The next day he
met me at 8 P.m. at my door
and said "Are you going to
believe other people - and not
him. And then he asked me
If I didn't think anything of him.
And I told him yes - Then he
said. If I did I must listen to
him and not listen to other
people - What they must tell me
It was all lies - Then he kissed
me - Bade me good night and
said when I again wishes him
he must come back again.

July 23 '90

Then I got a letter - asking about
ring - Then I met him at my
door - Then ~~He asked~~ He said
I offered him the Ring - and
He said no - Keep it M. until
meet again - I saw him but
not to speak with - until April
'90 - " When we Eloping in ~~the~~
'90 He met me which I was
walking with Lizzie Meyers
106 St. Between 1st and 2nd.
Av. And He said he mean the
Corner of 2nd Av. - He said If
I see ~~not~~ you or not
going with ~~anyth~~ Anyone
Else

In the mean while I had been
out with Mary Mac Owen
Annie Gallagher, Charlie Schofield.

He said - I find I'm at fault.
but I'll promise never to deceive
you again - I said all right
that's all - and He left me.
And I ~~saw~~ found Lizzie
Meyers - at my door - The
next night He met me at my
door - and We went out walking.

COURT OF GENERAL SESSIONS OF THE PEACE,

City and County of New York.

The People, vs. GEORGE T. MERCER.	Before HON. RANDOLPH B. MARTINE, and a Jury.

Tried MARCH 28TH, etc., 1892.

Indicted for SEDUCTION.

Indictment filed AUGUST 4TH, 1891.

APPEARANCES:

ASSISTANT DISTRICT ATTORNEY ROBERT TOWNSEND,
For THE PEOPLE.

JACOB BERLINGER, ESQ.,
For THE DEFENSE.

MAGGIE CANNON, The COMPLAINANT, testified that she was 19 years of age, and would be 20 on the 1st of May, 1892. Her mother was living, and she had a step father. She had sisters and a brother. In November, 1888, she was employed by a Mrs. Regan, who lived in West 120th Street, to do general house work. She returned to her home in the evening. Her mother then lived at 319 East 109th Street. She met the defendant first in November, 1888, on a Sunday. She was introduced to him on the street. The defendant then lived at 318 East 109th Street, opposite where she then lived. She met him in front of 319 East 109th Street. She, the complainant, was accompanied by her sister, Mamie, and a Miss Julia Waters. It was about 8:30 in the evening. She and her two companions were walking up and down the block in 109th Street, and a young man named James Marron was with the defendant. She had known the defendant previous-

ly by sight. She, the witness, said to Miss Waters, "Ask Jim when he saw Minnie last," referring to a young woman friend of hers, who was acquainted with Marron. Thereupon, Marron and the defendant came up and spoke to Miss Waters, and Miss Waters introduced the defendant to her, the witness. The defendant conversed with her, the complainant, and invited her to go to a party with him on the following Sunday. He also asked permission to see her to the place where she was employed---Mrs.Regan's house. After that they kept company up to May, 1889. After the first meeting, she saw the defendant on the following Thursday, near her mother's house. She did not accompany him to the party on the following Sunday, because it was not her Sunday out. They frequently met near her mother's house, and he would accompany her to her place of employment and leave her there. She learned when she first became acquainted with the defendant that he and Marron had been employed on the variety stage as a team of harmonicon players. After her acquaintance with the defendant began, she

frequently went walking with him on Sunday afternoons, meeting him at her mother's door. He met her mother first in January, 1889, at 319 East 109th Street. She, the complainant, introduced the defendant to her mother. She then told her mother, for the first time, that she was keeping company with the defendant. She told her mother this in the presence of the defendant. The defendant said nothing. She told her mother the defendant's name, and where he lived. The defendant asked her mother if she, her mother, was willing to have him keep company with the complainant, and her mother said that she had no objection. Frequently, thereafter, when she returned from work, in the evenings, she found the defendant sitting in her mother's rooms, waiting for her, and then she, the complainant, and the defendant would go out walking together, and would return home about 10 o'clock. The defendant also met her sister and James Marron in her mother's rooms. She also visited her married sister, Mrs. Woods, who lived at 144 West 50th Street, at that time, in company with the defendant.

She introduced the defendant to her sister, Mrs. Woods, as the young man with whom she was keeping company. She also told her sister, in the defendant's presence, that she was engaged to the defendant. Her brother-in-law, James Woods, was also present. A Mrs. Gilroy, of 2234 First Avenue, also saw her and the defendant together in her, the complainant's, mother's rooms. In the latter part of March and the early part of April she, the complainant, was employed at 1703 Madison Avenue, by a lady named Heppenstahl. The defendant called upon her there almost every evening, and took her out for a walk in the Park. In April, 1889, the engagement was broken. He had suggested an engagement about March. She had received an engagement ring from him, in her mother's home. Her sister, Mamie, was present at the time, and James Marron was also present. She still retained the engagement ring. The defendant handed her three rings and asked her to take her choice. She selected a ring, and the defendant's and her initials and an inscription were engraved on

the inside. When she selected the ring it was too large for her finger, and the defendant took it away and had a piece taken out of it, and returned it to her. Two weeks later, he took it away again, and had the inscription put in it, and returned it to her. The initials were those of herself and the defendant and the inscription was, "Engaged, May 1st, '89." The initials were, "G.T.M. to M.M.C." She produced the ring in court, and handed it up to the District Attorney. When he returned the ring with the initials in it and the date of the engagement, he put it upon her finger. He said nothing at the time. Her sister and James Marron were present. The ring was returned to her with the inscription in it on her birthday, the 1st of May, 1889. She was then 17 years of age. The defendant told her on that evening that they would be married a year from that time. They continued to walk out together in the evening, and the defendant frequently visited her at her place of employment in the evenings, and sometimes they went to balls or picnics together. The defendant

continued to visit her up to February 23rd, 1890. They had a quarrel then. The cause of the quarrel was that James Marron told her that the defendant was going around with other women, and she told him if he was that kind of a man she did not want his company. The defendant began to cry and said that Marron had not told the truth. The defendant told her that if she thought anything of him she would not believe what other people said about him. The defendant did not come to see her for about a week after that, and then she received a letter from him asking her to return his ring. She produced the letter, and handed it to the District Attorney. Then the defendant came up to her mother's rooms and met her, her sister and her mother being present. The defendant denied the stories that Marron had told about him, and Marron repeated his assertion that the defendant was going with other women. The defendant said that it was not true, and, if it was true, it was none of Marron's business. Then the defendant left the house. Marron was engaged to her, the complainant's, sister,

at that time, and they were married afterwards, on the 12th of November, 1890. After this talk, which occurred a week before he demanded the return of his ring, she met the defendant frequently in the street, on her way to and from her work, but he merely bade her Good Morning and Good Evening. At the end of the week he wrote the letter demanding the return of his ring. In May the defendant approached her in the street one evening, and said, "If you hadn't believed other people, you would be married now." She told him that he had been in fault, and he told her that she was to blame. She had offered the ring to him at the time that he wrote the letter demanding it, and he had said to her, "No; keep it. We will meet again." She wore it on the same finger that he had put it on. She, the complainant, was walking up and down 109th Street, near her mother's house, with a young girl named Lizzie Meyers, in May, when the defendant approached her and told her that it was her fault that they were not married then. He asked her if she was going with any one else, and

she told him that she was not. Then the defendant asked her to keep company with him again. He told her that he was coming back to her, and would be the same as ever. He said, "I will be the same as ever, and I promise never to deceive you again." Then Lizzie Meyers left her just as the defendant approached, and did not hear this conversation. She, the complainant, was willing to keep company with the defendant again, and told him so. After that they met nearly every evening, and the defendant again called upon her in the evenings at her mother's home or place of employment in Madison Avenue. During the estrangement between herself and the defendant, she met a young man by the name of Irving McDonald, and she went out walking in the park with him several times. She also met, in the same way, a young man named Frank Galagher. She usually met these young met at the corner of 109th street, near her mother's home. She never went out alone with either of these young men. They were always accompanied by some other girl and her young man. After the renewal of the en-

gagement with the defendant, she did not associate with any other young man, and did not go out with any other young man. When they were out walking, in May, after the renewal of the engagement, he asked her if she was willing to become his wife, and she said she was. Then he said, "You and I will be one in August," meaning August 1890. He said, also, that he had no money, but that as soon as he got money he would be married. When August, 1890, came, he said that he had no money, and that he would put it off until the 4th of December. He told her this at a picnic which she attended with him. She asked him several times in August, 1890, when they were to be married, and he told her that he did not have enough money then, but would by the 4th of December, and would be married then. On or about the 10th of August, 1890, in the evening they went out walking. They returned to her mother's home, at about 10 o'clock. On that night, as on previous nights since the renewal of their engagements, the defendant was affectionate to her, and told her that he loved her, and

hugged and kissed her. She loved the defendant, and believed that she was to be his wife when she permitted these advances. They had been walking in the Park on the evening of August 10th, and returned to her mother's house at 319 East 109th Street at about 10 o'clock. Her mother lived on the top floor. It was a tenement house. As she was going up the first flight of stairs the defendant tried to raise her clothes, and she asked him what he meant by that. The defendant said nothing. She ran upstairs, then, to her mother's room, and left him. On the following evening, when she returned to her place of employment she found the defendant standing at the door of the house where her mother lived. She bowed coolly to the defendant and passed him. He followed her, and asked her what was the matter. She said, "You have insulted me, and I don't care to go with you." Then the defendant began to cry and begged her to forgive him, and said he meant nothing by what he had done. She said that she would forgive him. They took a walk and then stood in the door

way for some time talking. Then she told him that she must go upstairs to her mother's rooms. He followed her into the hallway to see her upstairs. Then he tried to raise her dress again. When she asked him what he meant, he said he only wanted to see if she was virtuous. She told him that she would not let him do what he wanted to do, and the defendant said he would not hurt her any, and that he could tell if she was virtuous by feeling. The defendant then put his hand upon her private parts, and after keeping it there for about ten minutes, said that she was virtuous. Then the defendant began hugging and kissing her, and said, "Will you let me?" And she said, "No; you wont think as much of me, if I do." And the defendant said, "Yes, I will think more of you." Then she said to the defendant, when he again asked her to allow him to have intercourse with her, "No; you wont marry me if I do," and the defendant replied, "Yes; so help my God, I will marry you." The defendant fell upon his knees and said again, "So help my God I will marry you, if

you let me do it." Then the defendant asked her to go into the cellar with him, but she would not. Then he asked her to go into the back of the hall, and she, believing that the defendant was to be her husband, allowed him to have intercourse with her. Then she went up to her mother's rooms, and the defendant went home. She saw him on the following night, at her mother's door, and every evening after that. She frequently asked him to marry her, and he told her that he could not marry her until December 4th, because he had no money. When he told her that he had no money, she asked if he was not going to have money soon, and he said, yes, and that he would have money enough saved by December. He gave her $3. to save for him, and, later, $2 more. Shortly afterwards, he got the $5 from her, saying he was going to put it in the savings bank, where it would draw interest. In December, 1890, the defendant gave her a manicure set and an autograph book, and also a box of candy and a Christmas card. The defendant's mother gave her a pocket book. On the night following the

night on which he first had intercourse with her, he asked her to have intercourse again, but she refused. But she did have intercourse frequently with him thereafter, because when he asked her, and she refused to have intercourse, he would say, "Well, if you don't, remember it will be the last of you. I wont marry you, if you don't." She had intercourse with him about once a week. She realized that she was pregnant in March, 1891. She was then about four months advanced in pregnancy. Before her first intercourse with the defendant, she attended St. Cecilia's Roman Catholic Church. She went to confession, but was not allowed to receive communion until her case was settled in court. Her child was born August 29th, 1891. When she told the defendant, in March, that she thought she was pregnant, he said, "Yes; maybe there is something the matter with you. If there is, try to do away with it, if you can." The defendant told her to bathe her feet in hot water, and to go to a doctor, and said that there was a place where she could go at Lexington Avenue and 42nd Street. She

told him she would not go to a doctor unless she was married, because she would be ashamed to do so. He told her to go first to the doctor, and then he would get married to her. The defendant said, "You go to a doctor, and tell him you were keeping company, but that the young man died, and if he asks you for your name, don't give it, and don't give my name." She went to the doctor and the doctor said that he could not do anything for her, as he charged $2 for an examination, and she, the complainant, did not have the $2. She promised to call the next day, but did not, and never saw the doctor again. She had never had any sexual intercourse with any other man but the defendant, in her life. When the defendant told her to go to a doctor, and that if she got rid of her trouble he would marry her, he said he would have a marriage certificate put back from November to August, 1890; and in April, 1891, he said, one Sunday afternoon, that he had been hunting around, trying to get a certificate put back, but he could not do it. On the 14th of May she received a letter

from the defendant seven days after he told her that he had been trying to have a certificate dated back. She had often seen the defendant write at his own home, when she went to call upon his mother. The defendant was the Secretary of some society, and sent out notices from his home, and she often saw him writing these notices, and she had received several letters before from him. On May 7th the defendant told her that he would meet her at 42nd street and Sixth Avenue, on the following Thursday, in the afternoon, and get married to her. The defendant said he would take her to a civil district court to get married. The defendant did not keep the engagement, but on the 14th of May she received a letter from him, and wrote several letters to him and received no answer to them. On the evening of the 10th of June she met him in the street, near his mother's house. She stopped him. He said to her, "You aren't going to detain me now," and she said, "No; but will you come down to the house?" The defendant said that he would come right down, and that she was to

wait for him; but the defendant did not come. On the 30th of June following, she was working in 119th Street. She had written a letter to him, and he had not replied to it, and the defendant called upon her. She asked him what he was going to do. He said, Well, I can do only the next best thing." And she asked him what he meant, and he said he would write her a letter, and let her know. She told him that he need not write, because she would have an evening off on Thursday, and he could meet her at 104th Street and Pleasant Avenue. The defendant said that he would not go there, but he would meet her at 120th Street and Pleasant Avenue. She waited for him on Thursday evening, but he did not come. Then she went to 125th Street Police Court and obtained a warrant for his arrest. On the following Sunday night she saw the defendant at 2nd Avenue and 109th Street, at about a quarter of 11 o'clock, in the evening. She, the complainant, was accompanied by Mrs. Gilroy. She, the complainant, stopped the defendant and began to speak to him, and Mrs.Gilroy went for an officer. The Of-

ficer said, "Is this the young man that is the cause of your trouble?" And she, the complainant, said, "Yes," and the officer arrested him. In the 88th Street Police Station, after the defendant had given his name, the Captain asked, "Married or single?" And the defendant said, "Married." The Captain asked him to whom he was married, and the defendant answered that he was married to a young girl by the name of Miss Lizzie McCord, and he gave the number of the house in which his wife lived. So the complainant went to see the alleged wife, and found the defendant and Miss McCord were really married. At the station house the defendant said he was married to Miss McCord on May 28th, 1891. When she saw the defendant, in June, after he wrote the letter of May 14th to her, she asked him why he was not ready to marry her, and he said he had not enough money to buy a wedding ring, and that he had written and told her so. She said to him, "If you have not got money, I have got money enough to get married," and she offered him the money. He asked her how much

money she had, and she did not tell him. Then the defendant said to her, "I will tell you what to do; why don't you go to a midwife, and do away with it, and she will adopt the child? Wait for another year, and in a year from now I will have enough money to get married, and nobody will know what happened between us before." She did not see him again until she had him arrested. She had the defendant arrested on Sunday July 12th, having obtained the warrant on Saturday, July 11th. After she had the defendant arrested, she went to live with her mother, at 2234 2nd Avenue. On the 9th of July, 1891, she had to give up work on account of her condition. She remained with her mother about two weeks, and then she went to her brother's house, in 52nd Street. Her brother was a car driver on the Broadway road. Her brother kept her with him until August 28th, and then she went to the Sloane Maternity Hospital, and her child was born. It was a boy. Several weeks later, she returned to her brother's house. She was very weak and sick after the birth of the child. Then she went to stay

with her married sister, Mrs. Woods, who then lived at 109 West 53rd street. Then she boarded her child, and obtained employment. The defendant was ordered by a police justice to pay $[illegible] a week for the support of the child.

JOSEPH MARRON, a witness for the People, testified that he lived at 75 East 85th street, and was a carpenter. He knew the defendant, and became acquainted with him in 1887. He and the defendant had been partners in the theatrical business for a while. He, the witness, knew Maggie Cannon, the complainant. She was a sister-in-law of his, the witness's. He, the witness, married Mamie Cannon, the complainant's sister. On the night that the witness first met his, the witness's, wife, she was with the complainant and Julia Waters. The defendant was with him, the witness. They met the girls on the sidewalk, in front of 309 East 109th street, and became acquainted thereafter. Thereafter, for some time, the defendant and the complainant were frequently together. He, the witness, was constantly with the defendant at that time. They were writing music together, and re-

paring acts. In April, 1889, he, the witness, went with the defendant to a jewelry store, to get a ring engraved. The defendant bought the ring from a man who was employed at the same place where he, the witness, and the defendant were employed. The defendant told him, the witness, that he had bought the ring to give to Miss. Cannon as an engagement ring. The defendant also said that he asked the defendant to marry him a year from that time. The defendant said that he intended to give Miss. Cannon the ring on the first of May, her birthday, and a year from that time he would make her his wife. The same evening, the defendant told him, the witness, that he had given the ring to Miss. Cannon, but that it was too large, and that he had to have it made smaller. He, the witness, was present on another occassion, and that the defendant asked Miss. Cannon to let him have the ring again, because he wanted to have their initials and the word, "Engaged," and the date of the engagement engraved on the inside of the ring. Miss. Cannon first objected, saying that she did not want the engagement engraved in the ring, but she finally yielded.

When the defendant got the ring from the man in the shop where they worked, he got two or three rings and submitted them to Miss. Cannon for her choice. He, the witness, was present when the defendant gave the directions to the engraver for the engraving of the ring.

In cross-examination, the witness testified that he was married in February, 1890. He, the witness, had had one child, and it lived two months and ten days. The child was born on the 30th of August, 1890, six months after his marriage. He, the witness, had quarrelled with Mercer, because Mercer accused him of interfering between the complainant and himself, by telling the complainant was going with other women. He, the witness, however, had no ill-will towards Mercer. At the time that the defendant bought the ring, she, the witness, and the defendant were working in L. H. Mace's refrigerating establishment in 150th street. The man who sold the ring to the defendant was named Joe. He, the witness, did not know what Joe's other name was.

BRIDGET GILROY, testified that she lived at 2,234 First avenue. She knew the complainant, but the complainant was not

related to her. She had known the complainant about six years. She was in the habit of seeing the complainant at least once a week at her, the witness's, house, and also at the complainant's mother's house. She, the witness, and the complainant's mother were intimate friends. She, the witness, had often seen the defendant in Mrs. Cannon's house, at 319 East 109th street, in the company of the complainant. She saw the engagement ring on the complainant's finger. When she was first introduced to the defendant, she was introduced by the complainant. The complainant introduced Merder as her intended husband. When the introduction was made, the defendant said nothing.

BERNARD P. MONAHAN, testified that he was a driver on the Broadway surface railroad. He was a brother of the complainant, His, the witness's, mother had married a second time. He, the witness, was married, and lived at 415 West 47th street. He, the witness, had frequently seen the defendant in his, the witness's, mother's house at 319 East 109th street, in the company of the complainant. He, the witness, was told by the defendant that he,

the defendant, was keeping company with the complainant, and thereupon, he, the witness, said to the defendant, "I would rather cut my sister's head off than keep company with you." The defendant said that he was sorry that he, the witness, was predujiced against him, because he, the defendant, meant to do what was exactly right by the complainant. He, the witness, at one time ordered him to keep out of his mother's house, but his, the witness's, sister interfered, and had the defendant there again. He, the witness, was predujiced against the defendant, because he was not of the same religion as the witness's sister. He, the witness, took the complainant into his home, when she was about to be confined and kept her there until she went to the hospital, where she could receive better medical treatment.

On cross-examination, the witness testified that he had not driven the defendant out of his mother's house with a knife. He, the witness, was eating supper in his mother's house, and had a knife in his hand when the defendant came in. He sprang up to drive the defendant out, and the defendant ran away. He, the witness had no intention of stabbing the defendant.

OFFICER LEWIS J. DEHM, testified that he was attached to the 27th police precinct, and first saw the defendant on the 12th of July, 1891, at Second avenue and 109th street. He, the witness, was standing at Second avenue and 110th street, when Mrs. Gilroy came to him, and he, the witness, went to Second avenue and 109th street. He, the witness, saw the defendant and the complainant there. They were talking together. The complainant told him, the witness, that there was a warrant out for the arrest of the defendant. She said this in the presence of the defendant, for seducing her, and asked him, the witnes, to arrest the defendant, and he, the witness, did arrest the defendant. He took the defendant to the station house, accompanied by Miss. Cannon. At the station house, before Sergeant Ryan, the complainant made a charge of seduction. The defendant made no answer to the charge; he stood mute. On the following morning, he, the witness, took the defendant to the Harlem Police Court.

ANNIE WOOD, testified that she was a sister of the complainant. She was married and lived at 109 West 53rd street. Her,

the witness's, husband was a coachman, employed in the city of New York.. She, the witness, first met the defendant in the spring of 1891, in her, the witness's, mother's house in 109th street. She frequently, thereafter, saw the complainant and the defendant together in her mother's house, and they also came to her, the witness's, house. When she, the witness, first met Mercer in her mother's house, the complainant introduced Mercer.

GEORGE T. MERCER, the DEFENDANT, testified, in his own behalf, that he was twenty-one years of age,, and he lived with his father and mother and wife at 183 East 119th street. He had been maried since the 28th of May, 1891. He knew the complainant, and had known her since November, 1888. He met her first in front of 319 East 119th street, and he became engaged to her and visited her at her house. He was first engaged to her in May, 1889, and he gave her an engagement ring. The complainant selected the engagement ring from several rings that he, the witness, showed her. He had the ring engraved with the date of the engagement and the complainant's initials and his own. He, the witness, told her that he could not afford

to marry her until a year from the date of the engagement, because he was not earning enough money. The engagement lasted from May, 1889, until the middle of January, 1890, and then the engagement was broken. He, the witness, was visiting a young lady named Maggie Kiernan. Miss. Kiernan had a piano and he, the witness, was very fond of music. He was accustomed to take his music to Miss. Kiernan's house, and they played the piano and sang together. James Marron, the witness's former partner in the teatrical business, insulted a young lady at Miss. Kiernan's house, and was forbidden the house. Thereupon Marron told Miss. Cannon that the defendant was going with other women, and he, the defendant, and Mis. Cannon quarrelled and broke the engagement. Miss. Kiernan lived at 305 East 109th street. After the breaking of the engagement, he, the defendant, saw Miss. Cannon going with other young men. One of them was named Daniel Murphy. He saw her return to her home one morning at two o'clock, with Murphy. He, the witness, was sitting at his front window, watching Mis. Cannon. He saw her frequently, thereafter, returning to her home with Murphy. He, the witness, then sent for his ring, and

Miss. Cannon sent back word that she had lost some of the stones out of the ring, and he, the witness, sent back word that he would take the ring as it wss. Then he, the witness, went over to her door and asked for the ring. She took the ring from her finger and extended it to him. As he was about to take it, she drew it back and said, "What a fool I am to give that to you. Wou didn't pay for it." Then Mis. Cannon said that she understood that James Marron had paid for the ring, and she intended to keep it. He, the witness, had no further conversation with the complainant. But in July, 1890, he sent Henry Kline to Miss. Cannon's house, for the ring. He, the witness, stood on the corner, and saw Kline go into the complainant's house, and then he saw the complainant and Kline speaking together at the front door of the house. Kline returned and told him, the defendant, that Miss. Cannon would not give up the ring. He, the defendant, saw the complainant occassionally after that, but did not speak to her. He, the defendant, considered the engagement broken, because he had given her notice that he would not have anything further to do with her until she admitted that she had

wronged him in believing the stories of Marron. He remained estranged from the complainant until the middle of July, 1890, when Henry Kline came to him, the defendant, and asked him if he would speak to the complainant. He refused at first, and kept up his refusal for several weeks. Finally, on one Sunday afternoon in the early part of August, he met her in 109th street, and, at Henry Kline's suggestion, he spoke to her and she to him. He told her he would continue to be her friend, but would never be to her in the same relation that he was before. The following Sunday, a picnic was given by the Falleck Social Club, of which he was the president, and the complainant asked him to take her to the picnic. He gave her a ticket for the picnic. Then she asked him if he was not going to keep his engagement to marry her, and he said, no, and she asked him why, and he said he did not think she was a proper kind of a person to keep an engagement with, as she went around with so many different young men. Then she asked him if he meant to say that she was no good and he said that he did, and then she said, "Well, you can look at it that way, if you want to." They contin-

ued to be friendly. Some days after the picnic, on a Sunday afternoon, he was passing her house, and she stood at her door. There were two young men with her, Daniel Meehan, of 303 East 109th street, and a young man named Wehl, who lived around in Second avenue. The complainant called him over, and he went and stood by her for a few minutes, chatting, when he heard one of the young men speak in a very improper mannor. One of the young men asked the complainant if she would accompany him to a feather-bed dance. The young man who said this was Meehan. She made no answer. Then the youg men walked away. He, the defendant, asked the complainant why she had called him over, and she said she had asked him to come over because the two young men were saying nasty things to her. Then he asked her why she did not go up stairs and she said she was afraid to, because it was late and the light was out, and he told her that he had often seen her come home from picnics, and then she was not afraid. She asked him to accompany her up stairs, because she was afraid to go through the dark hallway. He accompanied her to the door of her mother's rooms, and on the following

night he did the same thing. The complainant's mother was lying on the bed in the adjoining room. They sat on a sofa together. Then the complainant said that he, the defendant, had said that she was not good, and she would prove that she was. He, the defendant, said that he did not care to know whether she was or not. Then the complainant commenced to cry and asked him, the defendant, if he would not keep his promise to marry her. He, the defendant, told her that he had broken the engagement, and he did not intend to renew it. He told her that she had been around with too many men, and he did not care to renew the engagement. Then the complainant said that she could prove that she was virtuous. He, the defendant, said that she could prove it and be hanged, because it was of no interest to him. Then she began to embrace him and coax him, and finally he lost his head and fell. They met several times after that, and had intercourse. He made no promise to marry her before he had the intercourse with her, at her solicitation, in the room adjoining her mother's bed-room.

In cross-examination, the witness admitted writing several letters to the complainant, which the District Attorney produced in evidence. He, the defendant, had been employed by several gas companies, including the Equitable Gas Light Company. He was working at the time of his arrest for the Rose Manufacturing Company, in 125th street. He left school at sixteen years of age, and had never been arrested until he was arrested upon the charge of bastardy, upon the complaint of the complainant.

JULIA WATERS, called by the Defence, testified that she lived at 317 East 109th street. She had been brought to court by the complainant. She, the witness, had known the defendant about ten years. She had known him during that period as a perfect gentleman. She knew the complainant as having lived in the same house with her, the witness. She had seen her frequently during the years 1889, 1890, and 1891. During the time that there was an estrangement between the complainant and the de-

fendant, she, the witness, saw the complainant going with other young men. She did not see the complainant go off the block with any of the young men.

SADIE HOUSTON, testified that she lived at 319 East 109th street. She, the witness, had been subpoenead by the complainant. She worked at Ludlow's, 2,231 Third avenue, a dry and fancy goods store. She was employed there as a saleswoman. She knew George Mercer, the defendant, and had known him for about five years. She knew other persons who knew him. His character for morality had been good.

HENRY KLINE, testified that he knew the complainant and the defendant for about four years. In the early part of July, 1890, he met Miss. Cannom at the corner of Second avenue and 109th street. He saw her standing there, and went up and spoke to her, at the request of the defendant. He, the witness, asked for the return of Mercer's engagement ring. When he asked for the ring, the com-

plainant told him it was none of his business, and that Mercer did not pay for the ring. Mercer at that time stood across the street, and he, the witness, went over and reported what Miss. Cannon had said to Mercer. On the following night he again saw her, at the same place, at the request of Mercer, and again asked for the ring. She again refused to give it up. And he, the witness, said, "I heard you were engaged to Mercer to be married?" and she said she was, and he, the witness, asked her to let him see the initials on the inside of it. She took off the ring and held it up so that he could see the inscription. Then she replaced the ring on her finger, and again told him that he could tell Mercer that she would not give up the ring. She also told him, the witness, to tell Mercer that she would like to talk with him, and he delivered this message also. Mercer said that he would not have anything to do with her. Subsequently, however, he induced herto speak to Mercer, and they became very friendly again. He, the witness, had always found the defendant, Mercer, a person of good moral character.

In cross-examination the witness testified that he had never heard Mercer say that he had intercourse with the complainant, but if he had heard it, it would not change his opinion of Mercer's moral character. He, the witness, had once taken a bracelet from the complainant, but it was only in fun and he returned it on the following night.

ANSEL EZEKIEL testified that he lived at 16 East 140th street. He worked for J. P. Palmer & Company, 30 East 122nd street, and had worked there about six weeks. Previously he had worked for Charles Schellenberg, dealer in cigars, in Seventh avenue. He, the witness, was seventeen years old. He had known the defendant for about three years, and had been a companion of his. He had met him only in his mother's house. His reputation for morality was good. He, the witness, had known Miss. Cannon, the complainant, for about two years, and had seen her frequently with young men other than the defendant, at night. It did not change his opinion as to the defendant's moral character to learn that he had

had intercourse with the complainant.

LIZZIE MEYERS testified that she lived at 237 East 108th street. In the year 1890 she lived in the same house with the complainant. She, the witness, lived in the house altogther a year and a half. She remembered the month of June, 1890. She, the witness, lived on the ground floor, in the front rooms. Her, the witness's, brother occupied the back rooms on the same floor. One night she and her brother were going through the hallway from the street. Her brother was about twenty-five years of age, and was married. It was about twelve o'clock, mid-night. She could not remember the date, but believed it was the early part of June. As she, the witness, walked in, the complainant got up off the floor. There was no light in the hallway. The complainant said, "Excuse me, I am the lady of the top floor," and then the complainant walked up stairs and the man who was with her ran out in the street. She, the witness, did not know who the man was. The man was tall, and medium

sized. She did not see his face.

In cross-examination the witness testified that it was absolutely dark in that hallway. There was no light whatever. She knew the complainant by her voice. She was positive that it was the complainant, because the complainant was the only lady that lived on the top floor then. She was positive, because she could not see how it could be anybody else but the complain ant She, the witness, had not known the complainant before that, and never spoken to her. She had heard the complainant speaking to others. At the time, besides the complainant, there lived on the top floor the complainant's mother and sister. When she said that the complainant was the only lady living on the top floor, she meant that all the other women, except the complainant's sister, were married women. She considered unmarried women ladies, and married women, women. There were married women living on the top floor besides the complainant's family. In the police court she had testified that she could not identify Mercer, the defendant, as the man that she saw with the woman that she believed

was Miss. Cannon, in the hallway. During the time that Miss. Cannon and Mercer were estranged, Mercer went constantly with her, the witness, and when they were reunited and became friendly again, Mercer ceased visiting her, the witness.

In REBUTTAL, the COMPLAINANT, being recalled, denied that the last witness, Lizzie Meyers, ever found her in the hallway at night with Mercer or any other man. She, the witness, had never had sexual intercourse with any other man than Mercer. In the police court Lizzie Meyers testified that she could not identify either the girl or the man that she said she had caught in the hallway. She, the complainant, never heard of Mercer's engagement or marrigge until after his arrest, in the polic station. It was untrue that he had ever told her that he was engaged or paying attention to any other woman.

JAMES MARRON, being recalled, testified that he was married on the 10th of February, 1890, and his child was born on the last day of August, 1890, and the doctor said it was

a seven month's child. His, the witness's, wife fell down stairs just before the child was born. The child lived two months, but the doctor said that it would not live twenty-four hours, when it was born.

January 24th 1893.

Hon, Andrew J. White.

Dear Sir:

I presume you will remember me speaking to you the first week in the present month, about a case which was to be argued before Judge Martine. If you will remember you told me to write to you in care of him when the case was argued.

He now has the papers. And I take the liberty of writing you. The title of the is the People vs Mercer.

Hoping you will be able

to be of some assistance to the bar.

I remain yours respectfully.

Sansfield Kennedy.

P. S. Argument for a new trial on the ground of newly discovered evidence.

1058

POOR QUALITY ORIGINAL

Mr. Roe
Mercer
Sir & Mr.

New York
Friday. Feb. 19
1892.

Dear Sir
: George Mercer was indicted last July for seducing one under the pretense of marriage the case has been put on the calender several times but always put off again and Mr. Mercer sends me insulting messages that the case will never be tried I have tried to see you but have been prevented by the people in the Office will you please let me see you and I'll tell you about the case
Respectfully
Miss Rust
239 E 120st Maggie Cannard

N.Y. COURT OF GENERAL SESSIONS

The People, etc.,

against

George T.Mercer

Hon. DeLancey Nicoll,

District Attorney,New York County.

PLEASE TO TAKE NOTICE that on the annexed affidavits and on all the proceedings herein, I will move the Court of General Sessions at Part 11 on the ~~20th~~ 23rd day of ~~December~~ January, 1892, at eleven o'clock A.M. on said day, or as soon thereafter as counsel can be heard, for a new trial in the above entitled case, and for such other and further relief as to the Court then and there may seem just.

Respectfully,

Purdy & McCann,
Attorneys.

N.Y. COURT OF GENERAL SESSIONS

----------x
:
The People, etc.,
:
against
:
George T.Mercer,
:
----------x

City and County of New York.ss:

Ambrose H.Purdy being duly sworn says that he is the counsel for the above named defendant; that defendant was tried and convicted on the 30th day of March,1892, before Hon. Randolph B.Martine in the Court of General Sessions for the crime of seduction under promise of marriage, and in violation of Section 284 of the Penal Code; that on such conviction the defendant was sentenced to the States Prison for a period of four years and ten months, and $100. fine; that since said trial,conviction and sentence, evidence has been discovered which in the opinion of deponent if it had been produced at the trial, would have resulted in a different verdict. The plaintiff in the action testified that previous to her said seduction she had been a woman of chaste character, but since the trial it has been discovered that such was not the fact, as more fully appears by the affidavit of Edward Rooney hereunto annexed and marked Exhibit A. and made part of this motion. Deponent further says that on the trial of the case, the said complainant testified that her father was dead and that her name was Maggie Cannon; that her father died when she was four years old, and that her mother married one Milton H.Cannon, all of which was false as appears by the affidavit of Milton H.

Cannon hereunto annexed and marked Exhibit B. and made part of this motion. Deponent further says that these facts were not known at the time of the trial, but were discovered afterwards.

W H E R E F O R E by reason of the premises deponent asks for a new trial in this case on the ground of newly discovered evidence, and in pursuance of Section 465 of the Code of Criminal Procedure.

Sworn to before me)
this 19th day)
of December, 1892.)

A H Purdy

P. M. C. Mann

Notary Public,

New York County.

N.Y.COURT OF GENERAL SESSIONS

----------x
:
The People, etc.,
:
against
:
George T.Mercer
:
----------x

City and County of New York.ss:

George S.Mercer being duly sworn says that he is the father of the above named defendant; that after the trial, conviction and sentence of this defendant, he made diligent efforts to ascertain the truth with regard to the crime for which his son was tried, convicted and sentenced. Deponent learned that the man Milton H.Cannon whom the complainant had testified was her step-father was in the City of Newburgh in the State of New York, and deponent sent Thomas J.Sharkey whose affidavit is hereunto annexed for the purpose of seeing the said Cannon, and as a result of the efforts of the said Sharkey, the affidavit of said Cannon was procured. (Exhibit B.)

Sworn to before me this)
17th day of December,1892.) Geo S Mercer

P All C Manus
Notary Public
N Y County

Court of General Sessions.

The People
&c
— against
George T. Mercer.

City and County of New York ss:

Milton H. Cannon

being duly sworn says, I reside at New Windsor, in the State of New York, and have called it my home for the past five years. Previous to my going to New Windsor I was living and working at Greenpoint — at this latter place I was located about fourteen years — during this latter period I boarded with a family by the name of Monahan whose family consisted as follows. father, Mother, three daughters named respectively Annie, Mary Kate, and Maggie and one son called Barney — I boarded with the family for about nine years. Shortly after my going to live with the said Monahans, the father and head of the family was partly about the house and so far as I know and have been

informed by the respective members of said household the said Mrs Conahan remained away and absent fully five years. The daughter Maggie, the one who was the complainant in this matter was aged about Eight years when I first met her with her parents. I can assign no reason for her having assumed my name and alleging that I am her father. I am a bachelor aged 54 years and never have been married. I have been informed and believe the same to be true that - Conahan the husband and father of said family is still living and at the present time resides in and about Greenpoint - Long Island. I am informed that upon the trial herein the complainant swore to the following. "that her father was dead since the was four years of age. and that her mother was married to deponent - all of which is

1065

false and untrue -

Sworn to before me
this 22nd day of November 1892

Milton H Carmen

Neil Waldheim
Notary Public
N.Y.Co.

General Sessions

The People

vs

George T. Mercer

Affidavit.

Ex "A"

In the Matter of the
Application of
George Mercer
for a Pardon.

State of New York }
County of Westchester } ss.

Edward Rooney being duly sworn deposes and says. I am at present an inmate of Sing Sing Prison, having been sentenced there on August 19 1892. for 3 years and 11 months. for the crime of larceny. - I have been informed by George Mercer the petitioner herein, that he was convicted and sentenced to Sing Sing on a charge of seduction made by one Maggie Connors. I am well acquainted with said Maggie Connors, who is also known by the name of Maggie Monaghan and have been so acquainted with her since August 1888. when I met her at a picnic held at Sulzers Harlem River Park. 126 Street and 2 Ave. in the City of New York. - that thereafter and almost continually up to September 1888. I was in the company of said Maggie Connors almost every evening

N.Y. COURT OF GENERAL SESSIONS

The People, etc.,

against

George T.Mercer

City and County of New York.ss:

Thomas J.Sharkey being duly sworn says that he is a special deputy sheriff and doing business at 280 Broadway in the City of New York; that in the month of September,1892 deponent became interested in the above case being a friend of the father of the defendant; from information that deponent had received he went to a place called Low Point about four miles above Fishkill-on-the-Hudson in the State of New York where he got trace of said Cannon, who had a niece in said town; deponent left word for said Cannon explaining the whole circumstances of the case to him, and in pursuance of deponent's request the said Cannon came to New York and made an affidavit herein Exhibit "B".

Deponent further says that in pursuance to his investigation he went to the ~~United~~ States Prison at Sing Sing and saw Edward Rooney; deponent had with him a tin-type of the complainant in this case which is attached to Exhibit A and after showing the said Rooney in the presence of the keeper James Connaughton, said Rooney made the affidavit Exhibit A. and duly swore to it before the said keeper as a notary public.

Swore to before me this 19th day of December, 1892.

Thos J. Sharkey

Pell Manning
Notary Public N.Y.Co.

1069

N.Y. COURT OF GENERAL SESSIONS

#0#0#0#0#0#0#0#0#0#0#0#0#0#0#0#0#

The People, etc.

against

George T. Mercer

#0#0#0#0#0#0#0#0#0#0#0#0#0#0#0#0#

A F F I D A V I T S.
and
NOTICE OF MOTION

#0#0#0#0#0#0#0#0#0#0#0#0#0#0#0#0#

Purdy & McManus,
Attorneys for defendant
280 Broadway, N.Y. City

Service of within and
notice of Jany 27 - 98
is hereby admitted
Deputy Attorney
for Edward Plymire
Chief Clerk

Motion denied
R.B.M. J.
Mch 2/98

1070

N.Y.COURT OF GENERAL SESSIONS

#0#0#0#0#0#0#0#0#0#0#0#0#0#0#0#0#

The People, etc.

against

George T.Mercer

#0#0#0#0#0#0#0#0#0#0#0#0#0#0#0#0#

A F F I D A V I T S.
and
NOTICE OF MOTION

#0#0#0#0#0#0#0#0#0#0#0#0#0#0#0#0#

Purdy & McManus,
Attorneys for defendant
280 Broadway,N.Y.City

Filed 3 Mar 3/93
Motion denied.
RB.M.J.

Service of within and
notice Jany 21st 93
De Lancey Nicoll
Dist Attorney
per Edward Flynn
cty clerk

not get married first — only as
man — And after wards I
getting becomes He said If you
don't let me I must marry
you — This continued till
May.

88th St.
Station House

Lawrence Moore. Police Meer

Mercer told him He was engaged.

That ~~Dr~~ Moore

I discovered, in ~~March~~ 9 I was
in a family way — He said
something must be up —
I said I am afraid it is.
I said Aren't you going to get
married before it is too late
He said wait a while — yes.
I said How long have I got to
wait — He said wait till I see
If I can get a marriage
certificate But back to August
and then He told me — He found
out from the Cuntz — He cared
not — Then He said ~~I~~ you
can go to a doctor and tell
him you were keeping company with
a young man and He will go — That

He got me in bed before the
dress - So And he said don't
give your right name and
don't give mine - And he
held my hand and he said
you can't do away it. He
said ~~go~~ there's a place in
of 2 ~~to~~ 3 and he asked
I went there ~~and~~ and found
~~and~~ an Eye - and Ear - Place
He asked me - then I saw
him again - He gave me
all together - 2 and 3
Dollars - He took it from
me and put it in
a Bank at 124th St. -
~~In April He told me to go~~
~~to doctor~~ - And
I went to Dr. Smith - in Rey
and 3rd ave. He started 2nd

On the 7th of May He came
to where I was working
in the afternoon - And he said
I will try and get a Job for you
put back to August - And then
He ~~said~~ ~~he said~~ went away
and promised to meet me Thursday
May 13th '91 - He never came but I
received this letter -

Chas Bon Aug 29 '91 -
Hospital - Sloan Hospital

Page 3 50 N.Y.
Page. 3 Oct 5 90
Hospital
Page 20 N.Y.
100 W. 44th

and Dotties each night He
Coming to my House - and was
Seen by My Mother - and Sister
and Mamie - Mr Mat to was
woods - several times - and
Mr Mat on the Harlem River
Boating -
Mr ~~Corcoran~~ Coffin and Mrs
Coffin - 115 St. Between Pleasant
Ave and the River - This was
September - — — -

In ~~April~~ June '90 about 2 weeks after
our Marriage - Mr Mrs Walling
One Night - I said to him -
When are M going to be one
And he said Wait till I get
some money And I said When
will you have it And he
said I guess ~~M~~ I'll have
enough by Monday - then
2 weeks from Sedgwick - ~~After~~
M Mrs Walling Home and he
said to me - as M was on
our Stairway - He had been Rising
and hugging me - He raised my
dress - And I said to him
What do ~~M~~ you mean - He said
I only want something - I ran away

And I was angry - The next day
he called - And said I was angry -
And he said I am sorry that
I insulted you - ~~that~~ I said
to him I did not think he was
that kind - He asked me to go
out ~~with~~ him And I declined -
And for 2 or 3 nights I refused
to go out with him - He
met me afterward where I was
at work - And I ~~met~~ ~~had~~ met
home with him - for 2 weeks
he made take my ~~clothes~~ clothes -
The night after cursing me -
He said to me - So help me
God I'll marry you Jetty Down
on this knees - I yes I said
to him - You will think the
same of me If I let you -
He said yes I'll think more
of you - Then I yielded -
I ~~said~~ ~~to him~~ He kissed me
good night and said now you
have got me - Then the
next & next nights I saw him -
I did not have connection -
~~I~~ He said to me Will you
let me do it again - I ~~said~~

1075

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

George T. Mercer

The Grand Jury of the City and County of New York, by this Indictment accuse George T. Mercer —

of the crime of Seduction, —

committed as follows:

The said George T. Mercer,

late of the City of New York, in the County of New York, aforesaid, on the Tenth day of August, in the year of our Lord one thousand eight hundred and ~~eighty~~ ninety —, at the City and County aforesaid, under and by means of a promise of marriage by him made to one Maggie Cannon, who was then and there an unmarried female of previous chaste character, did feloniously seduce and have sexual intercourse with her the said Maggie Cannon, 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.

De Lancey Nicoll,

District Attorney

1076

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

George T. Mercer

The Grand Jury of the City and County of New York, by this Indictment accuse George T. Mercer —

of the crime of Seduction, —

committed as follows:

The said George T. Mercer,

late of the City of New York, in the County of New York, aforesaid, on the tenth day of August, in the year of our Lord one thousand eight hundred and ~~eighty~~ — ninety —, at the City and County aforesaid, under and by means of a promise of marriage by him made to one Maggie Cannon, who was then and there an unmarried female of previous chaste character, did feloniously seduce and have sexual intercourse with her the said Maggie Cannon, 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.

De Lancey Nicoll,

District Attorney

1078

END OF BOX