0187

BOX:
234
FOLDER:
2284
DESCRIPTION:
Foster, Gay W.

DATE:
10/07/86

2284

Witnesses:

Counsel Chamberlin

Filed day Oct 188 6

Pleads Not guilty (8)

THE PEOPLE

vs.

Gay W. Foster

(3 cases)

Grand Larceny, 1st degree

[Sections 528, 53 C. — Penal Code].

RANDOLPH B. MARTINE,

Feby 1/87. District Attorney.

Tried & acquitted

A True Bill.

Wm A Wheelock

Foreman.

Feb 1st

Pmq.

~~340 Un~~

The People
vs.
Gary W. Foster

Court of General Sessions
Part One
Before Recorder Smyth
February, 1889.

The People
vs.
Gay W. Foster.

Court of General Sessions, Part I.
Before Recorder Smyth.

February 8, 1887.

Indictment for grand larceny in the first degree.

Asst. Dist. Atty. Purdy for the People.

Messrs. Hughes and Atkinson for the People.

A Jury was empannelled and sworn.

Joseph DeLong sworn and examined by Mr Purdy.

Q. Where do you reside, Mr DeLong.

A. Near Bowers, Pa.

Q. What is your business.

A. Milling business.

Q. Do you belong to a firm there.

A. Yes sir.

Q. What is the firm.

A. Grimm & DeLong..

Q. Look at that letter Mr DeLong and say if your firm received that letter. (Letter shown to witness.)

A. Yes sir, it is the first one we got.

By the Court. Q. You received this letter did you.

A. Yes sir.

Letter marked A for identification.

Q. How did you receive it, by mail.

A. Received it by mail.

Q. Received it by mail at your place of business in Pennsylvania.

A. Yes sir.

By Mr Purdy. Q. Did you reply to that letter.

A. Yes sir.

Q. To whom did you direct your reply.

I

A. Why to Mr Foster, I believe.

By the Court. Q. How did you forward that letter that you wrote, by mail.

A. By mail.

Q. From Pennsylvania to New York.

A. Yes sir.

By Mr Purdy. Q. Did you send any samples .

A. Yes sir.

By the Court. Q. That letter is dated July, 1886, have you kept a copy of the letter yo u wrote.

A No sir.

Q. When did you receive this letter of the 15th of July, 1886.

A. That I cannot tell.

Q. Was it in July.

A. Yes sir.

Q. How soon after sending this letter did you receive a letter in reply, how soon did you answer it.

A. Well, in a couple of days or a week.

By Mr Purdy. Q. That is when you sent samples of flour.

A. Yes sir.

Q. And in reply to that letter did you get this letter, was that the letter you received in reply? (Letter shown.)

A. Yes sir.

The Court: I mark that B for identification, July 24, 1 86.

By Mr Purdy. Q. What did you do then Mr DeLong ship any goods.

A. Yes sir.

Q. What did you do then after you got this letter.

A. Well then we sent a car-load of flour.

By the Court. Q. You sent a car load of flour to whom, to the

writer of that letter in New York.

A. Yes sir.

Q. Did you ship it in Pennsylvania.

A. Yes sir.

Q. What way did you ship it, by railroad.

A. Yes sir, by railroad.

By Mr Purdy. Q. How many barrels of flour.

A. One hundred and thirty barrels.

Q. What was the flour a barrel.

A. $4.30 a barrel.

Q. Then what did you do.

A. Well, then we sent on a sight draft.

Q. A sight draft drawn on Foster.

A. Yes sir, we sent it to our bank.

By the Court. Q. You sent a sight draft.

A. Yes sir.

Q. Well, to what bank.

A. To the First National Bank of Reading.

Q. And after youmhad sent the draft did you receive that letter. (Letter shown.)

A. Yes sir.

The Court: That is marked Exhibit C for identification, August 7, 1886.

By Mr Purdy. Q. Now Mr DeLong what did you next do.

A Next we received an answer.

Q. After you got this letter.

A. Yes sir, our draft came back unpaid.

Q. What did you do.

A. Well, then I came on to New York.

Q. You came on to New York.

A. Yes sir.

Q. Where did you go after you got here to New York.

A. I went to Foster's office.

Q. Where.

A. 42 Broadway.

Q. And did you see Fostor.

A. Yes sir.

Q. Now tell the Jury what took place between you and Foster when you got there.

A. Yes sir, I had seen Foster.

By the Court. Q. When you came to New York you went to Foster's office at 42 Broadway, is that right.

A. Yes sir.

Q. Did you see a man of the name of Foster there.

A. Yes sir.

Q. Is that the man. (Pointing to the prisoner.)

A. Yes sir.

Q. You saw him.

A Yes sir.

Q. Did you have a conversation with him.

A. Yes sir, we talked the matter over.

Q. Tell the Jury what you said to Foster and what he said to you.

A. I got in his office in the morning, Saturday about ten o'clock, I can't take particular notice, I asked him whether he is Mr Foster and he said, yes, and I told him I came ~~to~~ here to see about that car load of flour that we had sent, that our draft came back unpaid and so I came on to see how he would fix the matter; and then he told me that I should give him ~~and~~ the bill and the bill of lading

By the Court. Q. Give him what bill, the bill of the flour.

A. The bill of the flour.

Q. And the bill of lading.

A. Yes sir, or I should send it by mail and I told him I had the bill and the bill of lading with me; then he wanted me to show it to him and I gave him the bill and the bill of lading. Then he said, "now you come in in the afternoon and I will have the draft ready", and I asked him on what draft he is going to give me? He told me on the party to which he was going to sell the flour. So I went off in the forenoon and came back in the afternoon between the hours of one and three sometime and then he had the draft ready, and I did not know anything of this transaction.

Q. What transaction, you got back between one and three o'clock.

A. Yes sir.

Q. Just tell us what took place between one and three o'clock, did you see Foster again.

A. Yes sir.

Q. Well now, what was said and done.

A. He had the draft ready and I did not know whether this draft was right or whether ---

Q. Did he show you a draft.

A. Yes sir.

Q. Is that the draft he showed you. (Draft shown.)

A. Yes sir.

Q. Go on, what then, when he showed you that draft, what did he say.

A. Why, he said I should take that draft home to our bank and get the money for it, and I told him that I would not know whether that draft would be good or whether it would

be all right or anything of that kind.

Q. What did he say to that.

A. Because I did not know that, I was not acquainted in that business and I thought he could take that draft and take it to the bank andgive me United States money.

Q. Give you cash.

A. Yes sir, but he said that he could not do that, that I could take it to the bank and getthe money for it. Well, so I studied a while and we talked the matter over.

Q. What was said, what did you say and what did he say.

A. He said, you are all right and he showed me another copy the same as that which he was going to keep when this one might get lost then I would get another one. So I took the draft and went off.

By Mr Purdy. Q. Did you tell him that you were Mr DeLong of Grimm & DeLong and that you were the gentlemen who shipped him the flour.

A Yes sir.

Q. Did you mention the amount of flour.

A. Yes sir.

Q. How much did you tell him the flour was.

A. One hundred and thirty barrels.

Q. Did you speak of the draft you had drawn on him.

A. Yes sir.

Q. Which had gone to protest.

A. Yes sir, the one which we had sent on.

By the Court. Q. You told him it was not paid.

A. Yes sir.

The Court: Mark the draft Exhibit D for identification.

Mr Purdy: Now I offer these three letters in evidence and I will

read Peoples Exhibits I,2 and 3. He read the draft Peoples Exhibit No.4.

By Mr Purdy. Q. You received this draftb in the afternoon.

A. Yes sir.

Q. What did you do with the draft.

A. I kept the draft till next morning.

Q. What did you do with it the next morning.

A. I staid with Mr DeLong in Williamsburgh that night.

Q. What did you do with the dfaft.

A. Well, the next morning I told him about that.

By the Court. Q. Told him about what.

A. About the draft.

By Mr Purdy. Q. What did you do with the draft.

A. We went to see Mr Farrell, he is with EugeneKelly & Co. Mr DeLong told me he knows him well.

Q. Where did you go to.

A. I left the draft with Mr Farrell and he took it to Eugene Kelly & Co. andI went home that day.

By the Court. Q Where did you find this man Mr Farrell, was he in Eugene Kelly & Co.'s place.

A. No, that morning he was in his home, he lives in Williamsburgh.

Q. You took the draft to him.

A. Yes sir, I left the draft with him and he took it to Eugene Kelly & Co., he is with Eugene Kelly & Co.

By Mr Purdy. Q. What is Mr Farrell's business.

A. He is with Eugene Kelly & Co.

By the Court. Q. Do you know that, did you go to Kelly's afterwards to find out if Farrell was there.

A. Yes sir, I found him there.

Q. After you gave the draft to Farrell you went home.

A. Yes sir, I went home.

Q. After you gave this draft to Farrell what did you do then

A. I left it with him for collection, he took it to Eugene Kelly & Co. for collection.

By Mr Purdy. Q. Did you go home.

A. Yes sir, I went home.

Q. How long after you went home did you come back.

A. When I got a letter.

Q. Where did you go after you came back to New York.

A. I went to see Mr DeLong.

Q. Did you go to Kelly's office.

A. Yes sir.

Q. Did you see Mr Farrell.

A. Yes sir, he went along with me, to Kelly's.

Q. Did you see this draft there.

A. Yes sir.

Q. What did you do with the draft then.

A. I came up to see the District Attorney's office.

Q. You saw me.

A. Yes sir.

Q. What did you do.

A. You told us ---

Q. You sent the draft to England for collection.

A. Yes sir.

Q. Did you see it when he came back.

A. Yes, when I came up here to your office.

Q. Where did you get the draft.

A. At your office.

Q. Who did you get it from.

A. When the draft came back from London it was sent out through Eugene Kelly & Co.

Q. How do you know that.

A. That is what I was told.

Q. When did you see the draft the next time.

A. When I came over, the day we had arrested Foster.

Q. Then you saw the daaft.

A. Yes sir.

Q. In whose hands did you see it.

A. Why, down in the District Attorney's office.

Q. In Detective Sheldon's hands.

A. No sir.

By the Court. Q. Did you ever get your flour back.

A. No.

By Mr Purdy. Q. Did you ever get any money back.

A. No sir.

The Court adjourned.

Wednesday, February 9, 1887.

Mr Hughes: We move to strike out all the testimony of Mr DeLong which refers to the conversation he had with Mr Farrell relative to what became of the draft.

The Court: I deny it.

Mr Hughes: Not e an exception.

William H. Farrell sworn and examined.

By Mr Purdy. Q. Mr Farrell, what is your business.

A. Banker, sir.

Q. And with what firm.

A. The firm of Eugene Kelly & Co. New York.

Q. Do you know the last witness, Mr DeLong.

A. Yes sir.

Q. Is he a customer of your bank.

A. Not usually, this is the first transaction, foreign transaction, as I understand it.

Q. Look at that draft, did you receive that draft from him. (Draft shown.).

A. Yes sir.

Q. What did you do with it.

A. Sent it to London for collection.

Q. Did you receive it back .

A. We did, with the following affidavit.

Q. With that paper attached to it.

A. Yes sir.

Q. And in the condition that it now is, the draft.

A. And in the condition that it now is I believe. There is an affidavit on the back certified by the American Consul, yes sir.

Mr Purdy: Now I offer the draft and the affidavit attached in evidence.

Counsel: We object to the admission of the affidavit.

By the Court. Q. You are a member of the firm of Eugene Kelly &CO. and they are bankers in the city of New York.

A Yes sir.

Q. And I understand you the complainant in this case brought you thatdfaft which has just been shown you.

A. Brought it to our firm for collection.

Q. With the request that you should collect it through your house.

A. Through our house.

Q. You did forward it in the condition in which it now is

and it has been returned to you.

A. And it has been returned to us.

Q. Eugene Kelly & Co. did not get the proceeds of that draft.

A. Not at all.

By Mr Purdy. Q. You did this in the usual course of banking.

A. In the usual course of banking.

Mr Purdy: I do not offer the affidavit as an affidavit but as a fact that this paper came back with the draft, there word came back as part of the --

The Court: Let me look at it.

Mr Purdy: The same as if an endorsement was on the back of the draft with the words no good, or anything of that kind.

The Court: This affidavit is proof of the presentation of this draft, what occurred at the time of the presentation; it is not a protest, it might possibly be evidence if it was a regular protest.

By the Court. Q. This draft was returned dishonored, unpaid, that is about the substance of it.

A. Could not find the party.

Charles H. Vickery sworn and examined.

By Mr Purdy. Q. Mr Vickery, where do you reside.

A. Atica, New York.

Q. What is your business.

A. Milling.

Q. What is your firm.

A. Stedman & Vickery.

Q. Will you look at that letter and say whether you received that letter on or about the time it bears date.

A. Yes sir, I did.

II

The Court: Mark it Exhibit E for identification February 10, 1886.

By Mr Purdy. Q. Did you reply to that letter by mail.

A. Yes sir.

By the Court. Q. You received that by mail I presume and replied to it by mail.

A. Yes sir.

By Mr Purdy. Q And will you look at that letter and say if on or about the time it bears date you received it (another letter shown).

A. Yes sir.

By the Court. Q What is the date.

A. March 4.

Letter marked F, march 4, 1886.

Q. How did you receive it, by mail.

A. By mail, yes sir.

By Mr Purdy. Q. In consequence of that letter what did you do.

Objected to. Objection overruled. Exception.

A. We shipped him a car of flour.

By the Court. Q Shipped who.

A. G. W. Foster & CO.

Q. Where, at what place.

A. New York.

By Mr Purdy. Q. By what railroad.

A. The Erie Railroad.

Counsel: Will your Honor hear the grounds for our objection?

The Court: I will give you a chance.

By the Court. Q. How many barrels.

A. Ninety-five barrels of flour.

Q. What price per barrel.

A. $4.50 and $4.00

Q. How manyat four dollars.

A. I have got the bill.

By MrQPurdy. Q. Can you refreshyourself by looking at that bill?

(Bill shown.)

A. Fifty-five barrels at $4.50.

By the Court. Q. And the balance.

A. Forty barrels at $4.00 and thirty barrels of granulated meal.

Q. You must have shipped more.

A. No, that was in this car of ninety-five barrels.

Q. You told us you shipped ninety-five barrels of flour.

A. Yes sir..

Q. You also shippedmeal did you.

A. Yes sir, with these ninety-five barrels.

Q. How many barrels.

A. Thirty barrels.

Q. You shipped thirty barrels of meal at how much a barrel.

A. $2.50.

Q. What did you do after you had shipped the flour.

A. We drew on them a sight draft one day.

By the Court. Q. On him you meant.

A. G. W. Foster & CO.

Q. You drew a draft for the whole amount.

A. For the whole amount, yes sir.

Q. At sight.

A. At sight, one day's sight.

By Mr Purdy. Q. After that did you receive this latter. (Letter shown.)

By the Court. Q. What became of the draft you drew on him, what did you do after drawing the draft, did you present it.

A. We took it to our bank and they forwarded it.

Q. You put it in your bank for collection, is that it.

A. Yes sir.

Q. What bank.

A. James H. Lumis Sons bank, Attica.

By Mr Purdy. Q. And then what became of the draft afterwards, did you receive it back.

A. We received it back.

Q. Protested.

A. Unpaid.

Q. And after that did you receive that letter. (letter shown

A. I think there is another letter in place of that.

Q. Look at that letter and see if that is the letter. (Another letter shown.)

A. Yes sir, this is the letter.

By the Court. Q What is the date of that.

A. March 22, 1886. (Marked G, March 22, 1886.)

Q. You received it by mail.

A. Yes sir.

By Mr Purdy. Q. And was anything with that letter.

A. There was a draft for a hundred pounds, sterling.

Q. Look at that draft and see if that is the draft. (Draft shown.)

A. Yes sir.

By the Court. Q. That draft I suppose was enclosed in a letter.

A. Enclosed in a letter, yes sir.

By Mr Purdy. Q. What did you do with the draft.

A. We took it to our bank for collection. (The draft was marked H.)

By the Court Q. You put it in the same bank.

A. Yes sir.

Q. Was the draft returned to you.

A. Yes sir.

Q. You put it in your bank for collection.

A. Yes sir.

Q. It was returned unpaid I suppose.

A. Unpaid.

By Mr Purdy. Q. In the condition it is now.

A. In the condition it is now.

Q. After you had received this letter and after you had deposited the draft in the bank and it had gone on its way, what did you then do.

By the Court. Q. Did you do anything between the time that you put this last draft in your own bank for collection at Attica.

A. Nothing in regard to this draft.

Q. Did you receive any letter from this man between the time you put that in the bank and the time that you were informed by the bank that it was unpaid.

A. Yes sir.

By Mr Purdy. Q. What did you do.

A. Well sir, we received a letter from ---

Q. Look at that and say what you did. (Letter G shown.) I am not asking you anything about the draft, what did you do, that draft is in the bank on its way to France.

A. We shipped him another car of flour.

Q. How much was in that car load of flour.

A. One hundred and twenty-five barrels.

By the Court. Q. When was it shipped about.

A. About April 2nd, I think, from the first to the second, somewhere along the first of April.

Q. How much flour was there.

A. One hundred and twenty-five barrels.

Q. About the first of April you think.

A. Somewhere from the first to the second.

Q. Did you hear anything from them after you shipped this flour, did you get any letter acknowledging the receipt.

A. We drew on them through the bank.

By Mr Purdy. Q. What kind of a draft.

A. A sight draft.

Q. After you had drawn it what became of that draft.

A. It was returned to us.

By the Court. Q. You put it in your bank for collection the same as the other.

A. Yes sir, and returned the same as the other.

By Mr Purdy. Q. And did you then receive that letter. (Letter shown.

A. Yes sir.

The Court: Mark it Exhibit I for identification, April 13? 1886.

By Mr Purdy. Q. What was with that letter.

A. There was a draft the same as the one in the first.

Q. The same as that draft.

A. Yes sir, the same as that draft.

Q. What did you do with that.

A. We returned that draft to G W. Foster & CO.

By the Court. Q. You did not put it in your bank for collection.

A. No sir.

Q. Did you return it by mail with the letter.

A. Yes sir.

By Mr Purdy. Q. And did you write to him.

A. Yes sir.

Q. What did you say in the letter.

A. We told him that we did not want any more foreign drafts, we wanted United States money.

Q Then did you write again to him, did you receive any reply to that letter.

A. Yes sir.

Q. Did you reply again to him.

No answer.

By the Court. Q. Have you got the reply.

No answer.

By Mr Purdy. Q. Do you recollect the date of theletter in which you enclosedhim the draft.

A. No, I do not recollect the date.

By the Court. Q. You got a letter from the defendant containing another draft about the 12th of April.

A. Yes sir.

By Mr Purdy. Q. See by looking at that letter if you can refresh your memory to see what was the date of sending the draft back.

A. This letter we received after returning that draft.

By the Court. Q. What is the date of that.

A. April 27.

By Mr Purdy. Q But do you see that there is an allusion to the letter of the 16th.

A. Yes sir.

Mr Purdy: That letter I offer in evidence.

The Court: Mark it J for identification, April 27, 1886.

By Mr Purdy. Q. I will ask you to look at these two letters and say whether you received these from him in relation to that business.

A. Yes sir.

Mr Purdy: I offer those for identification.

The Court: The first letter is dated April 19, 1886 and marked K and the next letter is dated April 23, 1886 marked L.

By Mr Purdy. Q Did you receive that card at any time. (Card shown)

A. Yes sir.

Q. When did you receive that card.

A. With the first letter.

Mr Purdy: I offer the card for identification.

The Court: Marked M.

By Mr Purdy. Q. Have you ever received any payfor your flour, for the two carloads of flour.

A. No sir.

By the Court Q. The card came with the first letter.

A. Yes sir.

Counsel: I move that this testimony be excluded, it having no bearing on this case whatever.

The Court: He has not offered those papers yet -- there are only marked for identification.

Counsel: I move to exclude the testimony of this iwtness; it has no direct connection with this case whatever.

Mr Purdy: I shall connect it.

Counsel: He asked him if he had ever received pay for this flour.

The Court: It may be competent; the District Attorney cannot try his case ~~altog~~ all together.

Cross Examined.

By Counsel. Q. I show you a paper, state whether you sent that to the firm of G W. Foster & CO.

A. Yes sir.

The Court: Marked Defendant's Exhibit NO. I for identification.

Q. You testified in response to a certain letter in which you returned the draft to Mr Foster you told him you did not want any of that kind of money, you wanted United States money, is that correct.

A. Yes sir.

Q. I show you this letter, state whether that is the letter you referred to.

A. Yes sir, that is the letter.

Marked Defendant's Exhibit No.2 for identification.

Q. I show you another letter, you identify that as a letter you sent to Mr Foster.

A. Yes sir.

Marked Defendant's Exhibit 3 for identification.

The Court: Nine papers shown to the witness.

By Counsel Q. Examine those and see if they are papers that you caused to be sent to Mr G. W. Foster.

By the Court. Q. Are those letters and statements that you sent to Foster.

A. Yes sir.

Q And I presume are the letters and statements referred to by you on your direct examination.

A. Yes sir.

The Court: Those nine papers are marked No. 4.

Mr Purdy: Now I offer all these in evidence.

The Court: Have you any objection.

Counsel. Cetainly we object.

Mr Purdy: They are produced as part of the correspondence by Foster and the complainant and I offer them as connected with the transaction, the witness having testified that he wrote them to him and he produces them here in Court.

By the Court. Q. Are those the papers referred to by you on your direct examination as letters and statements sent by you in response to communications by letter received from the defendant.

A. Yes sir.

Q. In reference to the transactions referred to by you on your direct examination in respect to the shipment of this flour.

A. Yes sir.

Q And the drafts that you have mentioned.

A. Yes sir.

The Court: I think they are evidence.

Counsel: We do not object to those going in.

The Court: Those nine papers I understand he offers.

Mr Purdy: I offer the nine and the other three.

The Court: You offer twelve papers?

Mr Purdy: Twelve papers ---nine of them will be marked Peoples' Exhibit No. 4.

The Court: I admit them as papers produced by the Defendant.

Counsel: Those letters are offered for identification pending the offer by the District Attorney of letters produced by him. We object to them going in at the present time; we also reserve our right to cross-examine this witness as regards those other letters that went in.

The Court: I consider you as having reserved your rights. I will admit the paper on the ground that the paper produced by you and marked for identification; if the District Attorney chooses to put them in they are evidence that he pits in, not evidence that you put in. On motion of the District Attorney the Defendant's exhibits from I to 9 are admitted.

Mr Purdy: Now I offer the letters written by this witness which have heretofore been offered for identification --- I mean the letters written by the defendant to him.

The Court: You have got in the letters written by this man to the defendant and now you propose to offer the letters written by the defendant to this witness.

By the Court. Q Did you have any conversations with this man at all.

A. No sir, never.

Q. Never had any conversation.

A. No sir.

Q. Where were those letters that you have spoken of directed to, were they directed to any particular place, there was a card in the first letter, do you recollect that.

A. Yes sir.

Q. To whom were those letters sent, to the address on that card.

A. To the place mentioned on that card, that was the first.

Q. Did you write those letters, those nine papers there in answer to letters that you received.

A. That we received from Foster.

Henry Hartman sworn and examined.

By Mr Purdy. Q. What is your busine ss, Mr Hartman.

A. Lawyer.

Q. And where is your place of business.

A. 146 Broadway.

Q. Do you know the defendant Foster.

A. Yes sir.

21

Q. This last witness on the stand, Mr Kickery, do you know

him.

A. Yes sr.

Q. When did you first see Foster.

A. I think about the 28th of April, somewheres there, the latter part of April.

Q. Where did you see him.

A. I think it was No. 30 Fulton Street, that is I know it was on the corner of Fulton Street and one of those lower streets, Water or Front.

By the Court. Q. Was his place of business there, Mr Hartman.

A. Yes sir.

Q. What was his business.

A. J. W. Foster & Co. commission merchants.

Q. That was the sign.

A. Yes sir, something to that effect, I could not say exactly.

Q. Did you see the defendant there.

A. I did not sir, the first day I called.

By Mr Purdy. Q. When did you call next .

A. I called a day or so after and saw Mr Foster, he was on the third floor I believe when I called and one of the young men went out after him and I had a conversation, he on top of the stairs and I at the bottom, I told him I had a claim against him from Stedman & Vickery which I wished to collect.

Counsel: Objected to on the ground that it is immaterial.

The Court: Objection overruled.

By the Court. Q. You had a claim against him.

A. For Stedman & Vickery which I wished to collect. Will I state all the conversation?

Q. Yes sir.

A. Well, I told him that it was a claim of $539.75 which according to the account I had was the balance and I wanted to collect it. He said that he had sent a draft to Stedman & Vickery covering that amount and that that draft had not yet been returned. I presume I must have spoken rather sharply to Mr Foster because he said he was not to be bulldozed.

By Mr Purdy. Q. What else.

A. And he insisted that that draft had not been returned to him and that until it was he could not talk business to me.

Q. What did you do then?

A. I left him.

Q. When did you next see him.

A. I think it was about June 28, somewhere there abouts.

Q. Where did you see him then.

A. At 40 and 42 Broadway.

Q. What was that there No. 40 and 42 Broadway.

A. That was to my mind a banker and broker's office to all appearance, I saw a great many things, wood engraving going on, circulars being sent out, envelopes being addressed, it seemed to be quite a ramification there.

Q. Quite a bustling business.

A. Yes sir.

Q. Did you have anything with you.

A. I want to say that I had called there several times and each time Mr Foster was out and finally I found him there one morning; by that time this draft ---

By the Court. Q. You had a conversation with him.

A. Yes sir.

By Mr Purdy. Q. By looking at these papers canyou say that that was the draft.

A. Yes sir, that is the draft.

Q. What conversation did you have with him touching that draft.

A. I told him that the draft for the last lot of flour that had been sent to him---

Q. By whom.

A. By Stedman & Vickery had been returned; that is my pencil memorandum on there, the day that I called to see him and that to all appearances that draft was endorsed by G. W. Foster & Co. and I wanted to know if that was his endorsement. He said that he would not say whether it was or not, he would have nothing at all to say about it. I talked to Mr Foster as I talked to people before.

Q. What did you say to him.

A. That I thought it would be wise for him to settle that matter, that it looked rather crooked and that I believed he did not intend to pay but it would be to his interest to do so. After some little conversation Mr Foster said he would have nothing at all to say about the draft, he would not say whether that was his endorsement or not and that I had better see his Counsel. I asked him who they were; he said Goldfogle & Cohen. I asked him for one, of their cards and he managed to fish one out of his vest pocket and gave it to me and I went out.

Q. Did you see Goldfogle & Cohen.

A. I went to their office and saw Mr Cohen, I told Mr Cohen that I had been referred to him by Mr Foster, that Foster

would not give me any satisfaction about that draft, that I wanted the money in some way and that I presumed I had been referred to him to get a settlement of it. He said, he knew nothing about it, he seldom saw Mr Foster, the firsttime he saw him he would ~~not~~ talk to him about it, and I told Mr Cohen in substance what I told Mr Foster, that I thought that thing had better be settled, that if not I was afraid I would have instructions from my client to proceed against Foster in any way I thought fit by arrest or otherwise. He then says, if you have enough to send Foster to State Prison you had better go ahead: I told him that was a matter that I wouldhave to look to.

Q. Did you bring an action against Foster.

A. The action that was brought against him was before that on the second lot of flour, amounting to $539.75 and before I got the draft back from Paris.

Q. Did you serve a summons and complaint.

A. Yes sir, served a summons.

By the Court. Q. What was the amount of that action.

A. $539.75, Goldfogle & Cohen entered an appearance, we served the complaint about May 20 somewheres there about, I do not remember now which.

By Mr Purdy. Q. Did you get an answer.

A. No.

Q. Entered judgment.

A. We did.

Q. Execution.

A. ~~We~~ Returned nulla bona.

Mr Purdy: Your Honor I offer the letters written by Mr Vickery having connected them with Mr Foster.

Counsel: We object to these letters on the ground that they are not connected with this transaction now on trial.

The Court: The District Attorney now offers the letters marked for identification referred to in the testimony of Charles H. Vickery marked from E to N inclusive, I will admit them and give you an exception.

Counsel: I object to the admission of those letters on the ground that they are immaterial and irrelevant to this issue and incompetent.

The Court: That are admitted for the purpose, not of establishing that the defendant committed the larceny alleged in this indictment but they are admitted for the purpose of enabling the Jury to determine whether the intention of this man at the time that he received the goods, the subject of this prosecution, obtained possession of them, whether he received them with a guilty and felonious intent. This evidence is admitted on that ground and on no other.

Counsel: Note our exception.

Cross Examined.

By Mr Hughes. Q. Mr Hartman you say that when you called upon Mr Foster you thought that it looked suspicious because his name was on the back of the paper, didn't you.

A. The last call, I did not say that.

Q. It looked crooked to you, that was the word.

A. No, you had better have the stenographer read what I said.

Q. At that time had you made any effort to find the maker of that draft.

A. No.

Q. Never had.

A I had no instructions to do that, I was not going on an errand of that kind.

By the Court. Q. You did not beyond the mere fact of going there.

A No, my business was with G. W. Foster & Co.

By Counsel. Q. The claimwas sent to you by Vickery & Stedman for collection, was it not.

A. Yes sir.

Q. Did they give you any special instruction as to how you were to collect that or against who in particular.

A. Well, yes, my business was with G. W. Foster & Co., the claim was sent to me.

By the Court. Q What were your instructions from Stedman & Vickery in reference to this call that you made upon Foster.

A. My instructions were to call upon G. W. Foster & Co. and collect the money that that draft called for.

By Counsel. Q Were those instructions in writing.

A. It was in the nature of a letter to me.

Q. Have you got that letter.

A. I think I have.

Q. I wish you to produce it.

A. Here is the letter (producing it).

Q. Having refreshed your recollection from that letter are you still willing to say that they gave you any special instructions as to how you should proceed to collect that or from whom it was to be collected in particular.

A. Well, Mr Hughes, I do not know if I may be allowed to explain, that it is usual for a client to tell his attorney to go and see John Smith specifically.

Q. You made no effort to collect the proceeds of this draft or the value of that draft from the maker.

A You understand that as well as I do, I did not go to the maker.

Q. Can you state to the Jury whether you ever made any effort to find the maker of that draft, T. Buck.

A. No sir, I didnot.

Q. Never examined the merchantile agencies to ascertain his rate. A. No sir.

Q. Mr Foster is the only person you ever applied to for payment aside from his attorney.

A. The only one, sir.

The Court: This appears to have been drawn by somebody on Paris.

Mr Purdy: Yes, we have never known any T. Buck.

Edward G. Taylor sworn and examined.

By Mr Purdy. Q. What is your business, Mr Taylor.

A. Broker.

Q. And with what house are you connected.

A. I am for myself but I do business occasionally for Kelly & Co.

Q. Eugene Kelly & Co. A. Yes sir.

Q. Do you know Mr Farrell. A. Yes sir, he is a partner in the house.

Q. Do you recollect having a conversation with Mr Farrell in August, about August 11 or 12 with regard to a certain draft given to Mr DeLong.

A. Yes sir.

Q. In consequence of that conversation did you make any investigations as to the financial standing of the Defendant, Foster.

28

A. Yes sir.

Q. In consequence of those investigations did you in company with Mr Farrell go to Mr Foster. A. Yes sir.

Q. Where did you see him. A. 42 Broadway, third floor-upstairs.

Q. Look at that draft and see if you and Mr Farrell had that draft with you. A. Yes sir .

Q. Now state the conversation between you, Farrell and the Defendant, relative to that draft. (Exhibit D.)

A. I went to the office with Mr Farrell, he asked me if I would take him and show him where Mr Foster's office was, I went up on the Elevator and asked the elevator boy to let us get off there, I asked the elevator boy which door it was and he said, "that door, there"; so we went in and as we did I went in and met somebody behind the railing. I said, "is this Mr Foster's office?" He said, yes. Said I, "can we see him?" "What is your business with him?" Said I, "we have business that I don't care to state but I will state it to Mr Foster." He said, "give me your name." I said, "I do not think it is necessary to give our names, he would not know us from John Smith . He said, "I will tell him." I said, "you just tell him a couple of gentlemen want to see him; I do not know whether Mr Farrell gave his name or not till we got in. Finally after waiting five or ten minutes the man came out and said, "go into the office." As we came in Foster, the Defendant was sitting at the desk, Mr Farrell had that draft in his hand. I said, "this is Mr Farrell of Eugene Kelly & Co." and then said, "Mr Farrell, you state your business." Mr Farrell said, "there is a client of

ours, a man that had business at our house has got that draft given on London and we would like the money for it." He said, "you send the draft to where it is drawn and you will get the money." Then Mr Farrell said, "that is impossible for we have telegraphed over to the house, Eugene Kelly & Co. to our agents over there and have found out through them by telegraph that there is no such house to present it to." Mr Foster said, "I don't want to be insulted or bulldozed in this office, I have an officer here, I am protected by law and if you have nothing to say you had better get out", or some words to that effect, something very polite. Mr Farrell said, "that isall I have to say, sir, good morning", and we went out.

Q. Where did you and Mr Farrll go then.

A. Then we went down to Inspector Byrnes' office.

Q In Wall Street.

A. Yes sir, and we told Mr Byrnes who we were.

Q. And do you know that Detective Sergeant Sheldon was detailed on the case.

A. Yes sir.

Q. Did you go to the District Attorney's office with Sheldon.

A. No sir, I did not.

Q. Do you know what became of the draft, whether that was given to Sheldon or not.

No answer.

Cross Examined.

Q. What are your duties in the bank.

A. I am not in a bank, I am a broker, I do Eugene Kelly & Co.'s outside business.

Q. At the interview referred to as taking place between Mr Farrell, Mr Foster and yourself, do you remember Farrell

30

representing that you were an officer.

A. No sir, I remember that I did, I am a special deputy sheriff, I said, Mr Farrell has an officer with him also.

Q. You said that. A. Yes sir.

By Mr Purdy. Q. You were a special deputy sheriff.

A. Yes sir, I have got my shield.

By the Court. Q. So that each party had an officer - the Defendant said he was under the protection of the law.

A. Yes, then I said, "Mr Farrell also has a protector", I did not mention who it was: that was the conversation.

Samuel G. Sheldon sworn and examined.

By Mr Purdy. Q. Mr Sheldon, you are a detective sergeant attached to Inspector Byrnes's office.

A. Yes sir.

Q. Do you recollect in August seeing Mr Farrell of Eugene Kelly & Co. A. Yes sir.

Q. Mr Taylor, did you see him.

A. I did, on the following day.

Q. Did you receive a draft from Mr Farrell.

A. Yes sir I went and telegraphed from the Wall Street branch office.

Q. Is that the draft. (Draft swhon.)

A. Yes sir.

By the Court. Q. You received that draft Exhibit D from Mr Farrell of Eugene Kelly & Co., is that it?

A. Yes sir.

Q. And that was in August.

A. Yes sir, about the first part of September, about the first of September.

By Mr Purdy. Q. Where did you g with it.

A I came to the District Attorney's office and seen you.

By the Court. Q What did you next do.

A. I went to Jefferson Market and used it in evidence in the case made out before Judge Gorman.

By Mr Purdy. Q. Do you recollect coming to me with the draft , you say was it August or September.

A. I think about the first of September.

Q. Was that the first interview you ever had with me.

A. Oh, I spoke to you before about complaints coming from G. W. Foster's victims, etc. through the country that we received at the office.

Q. I mean about this draft, about instructions to send the draft to London.

A. Yes sir.

Q. That was before you first of September.

A. Yes sir.

Q It was when the draft got back.

A Yes sir, it was all done about the first of September.

Q. It took some time to go to London.

A. It took two weeks.

Q. You waited until the draft got back from London and when it did come back the arrest was made.

A. Yes sir, it was the 13th or 15th of September when we went to Jefferson Market Court.

Q. Did you make the arrest of Foster.

A. Yes sir.

By the Court. Q. When did you arrest him.

A. September 20th, six P. M. at his office 42 Broadway.

By Mr Purdy. Q. Did you find some papers, what did you find, have

you got the bundle of papers that you found there.

A. Yes sir, there is some of them, there is a lot of them here, a bundle of them.

Q. Let me look at some samples, I want a sample with a heading.

A. There is plenty of them here.

Q I do not mean letters to him, I mean letter blank headings

A. I have got plenty of them, there is a card and there is a bill-head.

Q. Did you search him. A. Yes sir.

Q. Look at these papers and say if you found any of those papers on him or all of them.

A Yes sir (Papers marked N for identification)

Mr Purdy: Now I rest the case.

Counsel If your Honor please we will at this stage of the examination move to dismiss on the ground that no ownership of this flour has been proven, on the ground that no false pretenses or representations have been shown, on the ground that the evidence does not sustain the charge as laidn in the indictment and for the reason that the complaining witness here parted with the title and with the possession voluntarily and that he retained no title to the property either actual or constructive

The Court I will let the District Attorney call Mr Belong back

Counsel We objectand take an exception.

Joseph Belong recalled by Mr Purdy

Q Mr Belong when you came on to New York you had a bill of lading for your flour, didn't you and you went to Mr. Foster

33 A Yes sir.

By the Court. Q. When you shipped the flour at your place to this defendant, do you recollect that, the first load of flour that you shipped.

A. Yes sir.

Q. By what road did you ship it.

A. We shipped it through the Philadelphia and Reading Road.

Q. You delivered the flour at that road, is that it.

A. Yes sir, down to Philadelphia.

Q. I want to know where you delivered the flour.

A We sent it on to New York.

Q. Can't you tell me by what road you shipped this flour to New York.

A. By the Philadelphia and Reading Road.

Q Then you delivered the flour to the Philadelphia & Reading Railroad Company, is that right.

A. Yes sir.

Q. To be conveyed by it to New york to this defendant, is that right.

A Yes sir.

Q. Did you receive a bill of lading for that flour from the railroad company or its agent.

A. Yes sir.

Q. And you retained that bill of lading, you kept that in your possession.

A. No, we sent that on with the sight draft which we sent to him.

Q. But you sent the flour first. A. Yes sir, the same time we sent the flour we sent the bill of lading and the sight draft.

Q. To this Defendant by mail.

A Yes sir, sent the bill of lading and the sight draft

84

through our bank.

Q. What was the bank to do, to deliver the bill of lading when it received the amount of the sight draft, can't you tell us about your own business.

A. They sent the draft on.

Q. You sent the draft and the bill of lading to this defendant through your bank, that is, you gave that draft to your bank to collect, didn't you.

A. Yes sir.

Q. Were they to deliver the bill of lading until they got the money for the draft.

A. The draft came back.

Q. Was the bank to deliver up that bill of lading of this flour until that sight draft was paid.

A. Whether the bank was going to ---

By Mr Purdy. Q. Can you speak better German than you do English.

A. Yes sir.

The Court: Gentlemen, you will have a recess until two o'clock, until we can find an Interpreter.

After Recess.

By Mr. Purdy. Q. Mr DeLong you said that you gave to your bankers at Bpwers Station a sight draft on the Defendant Foster, with the bill of lading.

A. Yes sir.

Q. Did you instruct your bankers at the time to not deliver the bill of lading until the sight draft was paid.

A. Yes sir.

Q. When you saw Foster in the morning you had the bill of lading with you, did you, and he asked you to leave it with him and you left it with him until afternoon and

when you came in he gave you this draft.

A. Yes sir.

Counsel: I object to this line of corss examination.

The Court: I will allow it.

Counsel: Note an exception.

By Mr Purdy. Q. Did you believe the draft to be a good draft for the payment of money.

A. Yes sir, I thought ---

Q. You thought it was.

A. Yes sir.

Q. Would you have parted with your bill of lading unless you had believed that the draft was a good draft for the payment of money.

A. No sir, I wouldnot have parted with it.

Q. It was induced by that fact that you parted with your bill of lading. A. Yes sir.

By the Court. Q. When you came here to New York you recollected you had the bill for the flour, didn't you.

A. Yes sir.

Q. You had this draft that day and you had the bill of lading then you went and saw this defendant, didn't you.

A Yes sir.

Q. Now tell the Jury what took place between you and the defendant at that time, what was said, do you understand me ---you got notice from your bank that that sight draft was not paid, did you.

A. Yes sir.

Q. Did the bank retur to you the sight draft and the bill of lading. A. Yes sir.

Q. Then you came on here to New York with the sight draft and

the bill of lading in your pocket and you went and saw the Defendant, this man.

A. Yes sir.

Q. Now tell us what took place between you and the Defendant when you saw him, what he said and what you said.

A. In the morning when I got in his office I asked about Mr Foster, when I got in two offices and in the second one I found Mr Foster and I asked him whether he is Mr Foster and he said yes, I told him I came on ---

Q. Did you tell him who you were.

A. Yes sir, I told him that I came on to see about that account of flour that was sent on, we had sent on a sight draft and a bill of lading to our bank and that came back unpaid. So he said that we placed him in a position where he can't collect nor deliver, I believe it is in the letter not paid; so we wanted us to give him the bill of lading and the bill and he wanted me to give him the bill of lading, leave the bill of lading with him and I should come in in the afternoon and he would be ready with a draft, a good draft for the full amount covering the amount of the flour.

Q. Did you leave the bill of lading with him then or did you come back again in the afternoon with the bill of lading.

A. I left the bill of lading with him till the afternoon; I came in and then he gave me that draft and I receipted the bill by taking that draft.

Q. What did he say to you about the last draft that he gave you.

A. He said I should take that draft to our bank and get the money for it.

Q. Did he say it was a good draft.

A. Yes sir.

Q. What did he say about that.

A. The party was good he said.

Q. And for you to take it to your bank and you could get the money for it. A. Yes sir.

Q. Did you believe his statement.

A. Yes sir, I believed him of course.

Q. You did believe then that what he stated to you was true.

A. Yes sir.

Q. That it was a good draft. A. Yes sir, that is what he stated, that the draft was good.

Q. And you parted with the possession of your bill of lading, is that right, believing that that draft was good.

A. Yes sir.

By Counsel. Q. Where did you go after you left the court-room a little whole ago.

A. Why, down to take lunch, over in this other street.

Q. Who have you seen and talked with since you left here.

A. I only talked with Mr Vickery and I talked to Mr Purdy.

Q. Where did you see Mr Purdy.

A. Why, over in his office, across the hall.

Mr Purdy: I sent for and talked with him.

By Counsel. Q. What did Mr Purdy say to you.

A. He just asked me about that bill of lading, what is the reason I was mixed up so.

Q. What else did he say, how did he straighten you out from being mixed up.

A. Why he asked me and I told him just the same as I give it here, he asked me about this bill of lading and I told him how we sent it on.

Q. What did he talk to you about, what did he say.

A. He asked me, what is the reason I was mixed up so and I told him the reason why. When I was sitting back there I had a very severe pain just around my eyes across my eyes and my head and I was not right.

Q. Was anybody else present when this conversation between you andMr Purdy was taking place.

A. Yes sir, Mr Vickery.

Q. Did he say anything to you.

A. We talked with him about it.

Q. You and Mr Vickery and Mr Purdy.

A. Yes sir.

Q. Mr DeLong, can you recollect anything that Mr Vickery said

A. Yes, he asked me about the same thing, what is the reason I was mixed up so too and I told him.

Q. Just state his exact words as near as you can recollect them.

A. He told me that I should give the statement about that bill of lading, how we had sent it on and how it came back and how I came on here.

Q. Did he tell you what you ought to say about the bill of lading after you came on here.

A. Mr Vickery told me how I ought to act and I gave him the cause.

Q He told you how you ought to get at it.

A. I told him how I was going to get at it while I was here and he told me I was right but I couldnot get it out right

By the Court. Q. What are you, a German.

A. I am a Pennsylvania German.

Q. A Pennsylvania Dutchman.

39 A. Yes sir.

By Counsel. Q. Do you remember having been before the Police Court and do you remember having testified there relative to this interview.

A. Yes sir.

Q. I will read this testimony and see if you recollect it. "Q. Give me all the conversation that took place between you on the morning of August 11. A. When I came in the office and inquired for him and he said he was George W. Foster I told him I came about the flour and then he wanted a bill and the bill of lading and so I gave that to him and he told me to come back on that afternoon." Is that correct?

A. Yes sir .

Q. The next question was: "Q. Anything else. A. That is all I know or remember." Was that true?

A. Yes sir, we had no difficulty in that.

Q. Did not have any difficulty at all.

A. Not any dispute, no.

Q. This testimony that you gave there was that true at that time.

A. Yes, of course.

Q. This question was asked you: "Q. What did he say in respect to the draft at that time. A. He said he would fill up the draft as the contract said." Did you testify truly then.

A. Yes sir, he said he should be placed in a position that he can't collect.

Q. That he said in his letter.

A. Yes sir.

Q. We are talking about the interview that you had with him in the office, you say that he said he would fill up the

draft as the contract said, is that correct.

A Yes sir, that is the way he said.

Q. Was this question asked: "Q. Is that his own language.

A. Yes sir."

A. Yes sir.

Q. You have just testified that at the time, on the day that you surrendered the bill of lading to Mr Foster that you believed the draft to be perfectly good or lese you would not have surrendered it, you testified to that a moment ago.

A. Yes sir, when Mr Foster had explained to me how this thing was done, then I beieved the draft was good but at the beginning when he showed me the draft I was afraid the draft might not be good but then he explained to me how these things are done.

By he Court. Q. What did he say, just tell us.

A. Why, he saidhe filled up this draft and I should take this draft along home and he kept another draft the same as this one, if this one got lost I would get another one.

By Counsel. Q. The question that was asked in the policeCourt was this: "Q. What did you say to Kelly & Co. or any of the employees when you took the draft to them.

A. I gave the draft to Mr Farrell and told him to keep it on collection, knowing at this time that the draft would not be met." When you testified to that was that true?

A. That I told them that the draft was not good?

Q. This is your answer to the question in the Police Court, that you told the employees,"I gave the draft to Mr Farrell and toldhim to keep it on collection knowing at this time that the draft would not be met," was that true when you so testified.

A. When I gave the draft to Mr Farrell I did not know at the time that the draft was not good, when I left it with Mr Farrell I did not know.

Q. This is your testimony before the Police Court, was that false, which of those statements are true.

A. Of course when the draft came back then I knowed ---

Q. I asked you if the statement that you knew it would not be paid or the statement that you believed it would be paid was true.

A. When I got the draft through Mr Foster I thought the draft was good, but then when I came to the Police Court of course the draft came back, then I knowed that the draft was not good.

Q. You are testifying to a conversation you had with Mr Farrell at the time you gave him that draft for collection, you testified before the Police Court that at that time you knew the draft would not be met.

A. If I did then it is wrong because I didnot know anything about that party in London when I left the draft with Mr Farrell.

Q. There was an Interpreter there that spoke German, was there not, at the time the examination was had.

A. At the Police Court?

By the Court. Q. Did you give your evidence in German or in English at the Police Court.

A. Some in English and some in German.

By Counsel. Q. You said then, "I suspected it would not be paid", was that true that when you took it that you suspected it would not be paid.

A. At the beginning as I have told you a little bit ago, but

when he explained to me how this case was done I took the draft in possession, I thought the draft would be all right, would be good.

Q. But when you got to Mr Farrell you suspected it would not be paid.

A. I left it with MrFarrell, gave it to him for collection - when I came to the Police Court of course when the draft came back I found out that the draft was not all right.

Q. And that was the first time that you suspected that the draft was not good.

A. Of course, when the draft was not paid.

By the Court. Q. Then you came to the conclusion it was not good.

A. Yes sir.

By Mr Purdy. Q. Mr DeLong, you have been troubled with your eyes for some years, have you not.

A. Yes sir, I told you I had very severe trouble about my eyes, I just got it when I was sitting back there.

The Case for the Defence.

Counsel: I renew the motion on the grounds as stated before.

The Court: I will deny it and send this case to the Jury.

The Counsel opened the case for the Defendant.

Christian H. Miller sworn and examined.

By Counsel. Q. What is your business, Mr Miller.

A. Janitor.

Q. What is the building.

A. 52 Broad and 50 New Street.

Q. In your employment as janitor, what is your business.

A. My business is to clean the building, also when I get the privilege from the agents sometimes to send down a bill

for collecting rent if any gentleman comes along and takes an office why certainly I rents the office to him.

Q. Will you state whether in August in any portion of it last year there was a tenant in your building by the nme of T. Bach.

A. Yes sir, Thomas Bach or something like that, I rents the office to him on commission business.

Q. What kind of commission business.

A. Cigars and tobacco.

Q. How long did he remain in the building.

A. He rents the office from me the first of April and the last I saw of him was the first part of September in 1886.

Q. Up to that time he had an office in the building.

A. Yes sir, we had to put things out, nobody showed up.

By the Court. Q. Bach did not show up.

A. Bach did not show up after the first of September, I did not see him, the rent was paid up to that time.

Q. What did you do with the things.

A. The Marshall came, the agent, to dispossess, everything was put out and we had to rent the office to some parties, I never saw Bach from that time.

By Counsel. Q. That was the last part of September.

A. No, the first part of September.

Q. Up to that time he occupied those offices.

A. Yes sir, the rent was paid up to that.

Cross Examined.

Q You know Mr Foster.

A. No sir, I do not, I did not know Mr Foster until last night, DeLong, this German, stood up and pointed out Mr. Foster, I have seen the gentleman going along with MrBach.

Q. You have seen Mr Foster and Mr Bach together.

A. I have seen the gentleman but I did not know it was Mr Foster until last night.

By the Court. Q. Did you ever see that man before. (Pointing to Foster.)

A. Yes sir, that gentleman I have seen along with Mr Bach in the office.

By Mr Purdy Q. Bach was in the tobacco business.

A. He was in the tobacco business, that is what I rented it to him for.

Q. How many rooms did he occupy.

A. He had two small rooms.

Q. What was the rent.

A. The rent was $18.75, that is my bill to him.

Q. What building is this.

A. This is Whitmore's building, 52 Broad and 50 New Street.

Q. About the latter part of September you think Mr Bach disappeared.

A. I think that was the last time I seen him; two months rent was unpaid and we had to put him out.

Q. You read the papers.

A. Yes sir.

Q. Did you read the arrest of Gay Foster.

A. Yes sir.

Q. Did not Bach disappear right after his arrest.

A. That I cannot tell, that I do not know nothing about.

Q. He did not have any stock in any place, did he.

A. No, only some cigar boxes and one thing or another and some was empty.

Q. Did you sell furniture for the rent.

A. I did not sell nothing, the Marshall had all to do with it, he notified, he hung the notice on the doors.

Q Give us an estimate.

A I could not give an estimate.

Charles W. Otis sworn and examined.

By Counsel. Q. Mr Otis, what is your business.

A. I am a clerk.

By the Court. Q. For whom.

A. Stephenson of Brooklyn, a grocer.

By Counsel Q. Mr Otis, were you in the employ of Mr Foster prior to his arrest.

A. Yes sir.

Q. Were you acquainted with T. Bach who kept an office in 52 Broad Street.

A Yes sir.

Q. Were you acquainted with anyone by the name of Godfrey.

A. Yes sir.

By the Court Q What is his first name.

A. S. M. Godfrey.

By Counsel. Q. Are you familiar with his handwriting.

A. Yes sir.

By the Court. Q. Do you know his handwriting. A. Yes sir.

By Counsel. Q. Exhibit E shown to the witness, examine that and see if you recognize that as Mr Godfrey's writing.

By the Court. Q. Whose handwriting is the body of that draft, Godfrey's. A. Yes sir, that is Godfrey's signature, it is Godfrey's writing.

Q. This signature and the body of the draft is filled up by

him.

A. Yes sir, it looks to me like his handwriting.

Q. All the written part of it in his handwriting and the signature.

A. Yes sir, the signature it looks to me as his handwriting, he had a peculiar way of signing his name.

Q. Can you find any more of Mr Godfrey's writing in there, if so, pick it out. (Handing witness papers.)

A. That is Godfrey's writing there. (Pointing to a paper.)

By the Court. Q. None of the others.

A. No sir.

The Court: That is part of Exhibit N. Do you offer this?

Counsel: It was offered in evidence, I will offer it again, I offer it in evidence.

The Court: It is a paper marked F. S. in Exhibit N.

By Counsel. Q. See if you can find the signature of Mr Godfrey there. (Showing the witness a hotel register.

A. That is his handw riting.

By The Court: Q. He recognizes the signature of Samuel Godfrey on the register of the Coleman House under the date of May1, 1886 and the entry is Samuel Godfrey, Chicago and No. 332 is the number of the room that he was assigned to.

Q. Were you a clerk in the Coleman House.

A. No sir.

Counsel: We will connect the books.

The Court: Here comes his handwriting, the witness says under date of March 7, 1886 S. M. Godfrey, London, room 320, the othere was Chicago.

By Counsel. Q. Examine the book for March 12 and see if you can identify the signature there.

The Court: Here it is again, Samuel Godfrey , Philadelphia, March II, 1886.

Counsel: I will prove the register is the register of the Coleman House.

Mr Purdy : I will concede that.

Cross Examined.

Q. How long were you a clerk for Foster.

A From about June.

By the Court. Q. Of what year. A. 1886.

Q. Up to what time. A. Up to the time of his arrest.

By Mr Purdy. Q. In August. A. Yes sir.

Q. Where was the officer at this time.

A. No. 42 Broadway.

Q. How many rooms were there in that office A. Three rooms.

Q. The first room was a large room, was it.

A. Yes sir.

Q. What was the next room.

A. The next room was a private office.

Q. What was the next after that.

A. The room that he had for his own use.

Q. How many ways were there of getting out of that office.

A. Two ways, through the entrance to the elevator to the large room and through another entrance to the inside office.

Q. There are offices here, a man coming up in the elevator would go into this room (pointing), here was this little room outside.

A. Yes sir.

Q. What was in that little room outside.

A. Closets in there.

Q. That opened off into where.

A. That opened off into the hallway.

Q. So that if a man came in the front room Foster could get out of the back room.

A. Yes sir.

Q. You have known him to do it many times, haven't you.

A. No sir.

Q. What were your duties there.

A. I was addressing circulars he had to send out.

Q. What was the nature of them.

A. I could not describe everything.

Q. How many of those circulars do you suppose you ever addressed.

A. That would be a pretty hard matter to tell.

By the Court. Q. And generally to whom were they addressed, to millers.

A. They were addressed to people that asked for them, people sent in there asking for circulars and I addressed the circulars.

By Mr Purdy. Q. Where did you get the names of the people you addressed.

A. They sent their names in.

Q. In response to advertisements in the paper.

A. Yes sir.

Q. You put advertisements in papers, didn't you.

A. No sir, I did not put advertisements in.

Q. You saw Mr Foster's advertisements.

A. Yes sir.

Q. What was the nature of those advertisements.

A. I could not say.

By the Court. Q. What did he advertise for, give us an idea, you were a clerk, what was his business.

A. He advertised for exchanges, I could not describe the whole advertisement because I do not remember it. The business was broker and general commission.

Q. In what particular line of business -- he was not a stock broker was he.

A. Yes, he advertised that he would sell mining stocks and bonds.

Q. And flour.

A. No sir, he did not avertise that, he advertised that he would sell merchandise on commission.

Q. Flour is merchandise isn't it.

A. Yes sir.

By Mr Purdy. Q. And cigars and tobacco.

A. I do not remember him advertising that.

Q. General merchandise, is not that his bill-head, anything that would come in his way.

A. Yes sir.

Q. To whom were those various circulars addressed, to all parts of the country, all over the country.

A Whoever sent for them -- they were sent all over the country, Iowa, Ohio, Pennsylvania and other places.

By the Court, Q. You mean over the United States I suppose.

A. I mean over the United States.

Q. Do you know Mr T. Bach. A. Yes sir.

By Mr Purdy. Q. Was he in the habit of coming to the office frequenly.

A. Once in a while he would come in.

Q. You knew this Mr Godfrey too.

A. Yes sir.

Q. He used to come to the office once in a while.

A. Once in a while.

Q. What became of Bach, what is the last you saw of Bach.

A. That was just before Mr Foster's arrest.

Q. Have you ever seen him after his arrest.

A. I have never seen him.

Q. Have you seen Godfrey since Foster's arrest.

A. No sir, Mr Godfrey went to London before that.

Q. Did you know William H. Parsons. A Yes sir.

Q. Did you see him after Mr Foster's arrest.

A I could not very well.

Q. Why.

By the Court. Q. You were asked why, did you.

A. No sir.

By Mr Purdy. Q. You would know him if you saw him again.

A. Yes sir.

The Court: Who is Parsons?

Mr Purdy: He is referred to in this letter.

Q. Did you know William E. Richards.

A Yes sir.

Q. Have you seen him since Foster's arrest.

A. Yes sir.

Q. He is here in town now, aint he. A Yes sir.

Q. You have seen him lately. A. No.

Q. He is under bail, is he not. A. I do not know.

Q. Do you know how often was Parsons in the habit of coming in there.

A. He came in several times to my knowledge, I could not tell you how often.

Q. Do you know whether he has been tried and convicted and

sent to the State Prison in this Court.

A. I heard he was.

Q. For swindling.

A. I d not know the charge.

Q. Do you know Messrs. Grimm & Co., Bankers, Amsterdam, Holland. A. No sir.

By the Court. Q. Just look at those four papers, Exhibit E, C, D and A, whose bill-heads is that.

A. Mr Foster's.

Q. Whose hand-writing are those letters in.

A. I could not tell you.

Q. Doayou know Foster's writing. A. Yes sir.

Q. Is that his signature there. A. No sir.

Q. Was there any other clerk than you in that office.

A. Yes sir, there have been several at different times.

Q. You were there from June until August 1836 until his arrest, who was there in July to write that.

A. There was two or three.

Q. Who followed them.

A. I do not know the names, I could not tell you, two young ladies.

Q. Who was the man, what was his name.

A. I do not know his name.

Q. Do you know the writing. A. No sir, I do not.

Q. Do you know the young ladies writing, don't you think that looks very like it.

A. Yes sir, it looks very like it, I could not swear to it.

Q. That looks like the writing of one of the young ladies in that place. A. Yes sir.

Q. The next letter there, whose writing is that.

A. I do not know.

52

Q. That was written during your time.

A. Yes sir, it might have been written and I not know who wrote it.

Q You do not know whose hand writing that is at all.

A. I think it is one of the clerk's he had here.

Q. Are not you pretty sure it is.

A. Yes sir, I am pretty sure.

Q. Look at the next one, that was written in August, August7.

A. I do not know that writing.

Q. Now that one there, that is Exhibit 7.

A. That looks like Mr Foster's handwriting.

Q. You have not any doubt about that, have you.

A. No sir.

Q. Just look at the heading of that letter, do you see that.

A. Yes sir.

Q. And this letter I show you and this letter also, are all headed G. W. Foster.

A. Yes sir.

Q. And this last letter that you see is in the handwriting of G. W. Foster & Co .

A. Yes sir.

Q. Who was the Company.

A. I do not know, that was before my time, this is March 4th.

Q You do not know who the Company was.

A. No sir.

Q. There was no Company during the time that you were there.

A. Not that I know of.

Q. Did you ever see Mr Wickery. A. I saw him in Court.

Q. Did you ever see him except in Court. A. No sir.

Q. Did you ever see Mr DeLong, the old gentleman.

A. Yes sir.

Q. Did you see him at your employer's place of business.

A. Yes sir.

Q. Did you see this gentleman, one of the firm of Eugene Kelly & Co. there, that gentleman with the reddish beard who was here this morning, Mr Farrell.

A. Yes sir.

Q. Did you see the other gentleman that accompanied him, Edward G. Taylor on one occasion, the younger man, were you there that time. A. Yes sir.

Q. Who met those two gentlemen who entered that office on that occasion, do you recollect then coming in and asking for Mr Foster. A. They came there twice.

Q. Were you there on any occasion when they came.

A. Yes sir.

Q. Was it you that wanted to know what their names was and what their business was with Mr Foster.

A. I cannot remember that.

Q. Mr Taylor says that when they entered the office of Mr Foster that a person apparently a clerk asked him what he wanted with Mr Foster and to give their names, are you the person that did that.

A. I do not remember.

Q. Were you there the time they saw Foster at his desk.

A. I do not remember that, I could not tell you.

Q. Were you there the time he presented this draft to him and asked him what he had to say about it.

A. No sir.

Q You were not there.

A. I may have been in the outer office without knowing what was going on inside.

Q. Did you hear any conversation about the non-payment of a draft that was sent to Eugene Kelly & Co. the banking house in London. A. No sir.

Q. You remained there up to August, didn't you.

A. Yes sir.

Q. You remained there up to the time of the arrest in August.

A. To the time of the arrest.

Q. When did you leave there.

A After Mr Foster was arrested and the office was closed up.

Q. Can you tell the date that was. A. No sir, I cannot.

Q. And how soon before Foster was arrested did you see Godfrey. A. I could not tell the date.

Q. About how soon before the arrest.

A. It may have been three or four weeks.

Q I know it may have been, it might have been three or four years.

A. I could not tell exactly.

Q. To the best of your recollection.

A It was three or four weeks I think, I did not pay any attention to it.

Q. Do you know that you did not see him for three or four weeks prior to the arrest of Mr Foster or was it three or four days.

A. It was within three or four weeks but I could not tell exactly how long, whether it was two or three weeks.

Q. Was he not there on the IIth of August when he filled up that draft, look at that draft, is not that dated the IIth of August. A. Yes sir.

Q. He must have been there that day to fill a draft up there on that day. A Yes sir, he was there on August II.

Q. Did you see him after that. A. Yes sir.

Q. How soon after that was he in.

A. I could not tell how soon after the IIth of August, whether it was a day or a week.

Q. Since that time did you ever receive any letters from Godfrey & Co., London while you were there.

A. Not from London.

Q. Where used Godfrey & Co. write their letters.

A. 66 Queen Victoria Street, London .

Q. Did you ever get any letters.

A. No sir.

Q. You never saw any letters.

A. I never saw any letters.

By Mr. Purdy. Q. Look at those circulars and see if those were the kind you were in the habit of addressing, there seems to be quite a variety there. (Circulars shown.)

A. Yes sir.

By the Court. Q Were you there at the time that this flour was received from DeLong, Pennsylvania.

A. Yes sir.

Q. Did you have anything to do with the bill of lading of that flour.

A. No sir.

Q. Did you see it. A. No sir.

Q. What do you know about that flour of DeLong's.

A. I do not know anything.

Q. You were there at the time it was received, weren't you.

A. The flour was not received there.

Q. Where was it received.

A. I do not know.

Q. Do you know what was done with it.

A. No sir, I heard what was done with it.

Q. Who did you hear it from, did you hear it from Foster.

A. I heard it from Godfrey.

Q. Did you hear it from Foster.

A. I heard Mr Foster and Mr Godfrey talking.

Q. What did you hear became of that flour.

A. Godfrey shipped it to London.

Q. He shipped it to London, that you heard.

A. Yes sir.

Q. When was it shipped to London.

A I do not know the exact day.

Q. Did you have anything to do with the shipping of it.

A. No sir.

Q. What line was it shipped by.

A. I could not tell that.

Q. You do not know anything about that.

A. No sir.

By Mr Purdy. Q. Do you know anything about Mr Vickery's flour, his two car loads of flour.

A. No sir.

Q. Never heard of those at all. A. No sir.

Q. You say those were the kind of circulars you were addressing. A. Yes sir.

Mr Purdy: I offer them in evidence.

The Court: The circulars are marked O.

By Mr Purdy. Q. Nowdid you ever see any such circulars as that there, is that the letter or a lithographic circular.

A. That is written with a pen.

By the Court. Q. Whose handwriting is that in, is that your lady's

handwriting.

A. It is made by one of the young ladies, I do not know which one.

Q. Is that Foster's handwriting. A. No sir.

Q. Whose is it.

A. That is one of the clerk's in the office.

Q. And that. (Another paper shown.)

A. It looks like Foster's writing, it is Foster's signature.

By Mr Purdy. Q. Is this William H. Parsons the gentleman you saw with Foster from time to time. (Pointing to a man.)

A. Yes sir.

Q. And he is the William H. Parsonswho used the reference of Parsons & Co. in the letters by Mr Foster, is that so.

A. Yes sir.

By Mr Hughes. Q were you acquainted with Mr Bache's handwriting.

A. No sir.

Mr Hughes: I offer R. G. Dunn & Co.'s reference book for July 6, in evidence, showing that T. Bache ----

The Court: Never mind what it shows, I do not think that Dunn's book is legal evidence.

Mr Hughes: That is one of the names mentioned in our attachment; we take an exception.

Henry A. Conklin sworn and examined.

By Mr Hughes. Q. What is you business, Mr Conklin. A. Truckman.

Q. Have you brought your books with you.

A. I have one book here.

The Court: What do you want to prove by him.

A. I want to prove that he hauled this flour from the storage

warehouse for C. M. Godfrey at the written request of Mr Foster, he has got the letter there with the exact date.

By the Court. Q. Have you got that letter.

A. I have a letter that Mr Foster wrote me introducing Mr Godfrey to me.

Q. Did Godfrey bring you a letter from Foster.

A. Yes sir, a gentleman representing himself as Mr Godfrey brought a letter to my office.

Q. Is this the letter. (Showing it.)

A. That is the letter.

Q. In pursuance of this letter on your interview with this person who represented himself to be Godfrey, what did you do.

A. I took one hundred and twenty-five or one hundred and thirty barrels of flour out of the warehouse and shipped them.

Q. When was that.

A. I would have to refer to my book to get the exact date.

Q. About when.

A Along about August, I can tell you by the book, we have hundreds of such cases all the time. On the 1[illegible]th of August I took one hundred and thirty barrels of flour from 161 Washington Street and shipped it to the steamship Nevada, Pier 38, North River, for S. M. C. Godfrey.

Q Where was it shipped to, London.

A. Yes sir, it was marked a diamond G, C outside.

Q. And where did you take that from.

A. I took that from 161 Washington Street.

Q. Did you have a bill of lading on it.

A. No sir, it was in the warehouse. There is the memorandum of the cooperage; he ordered me to pay the storage, cooperage, etc., which I paid.

Q. You paid $23.39 for charges such as cooperage, storage, etc. while it was in your warehouse, I suppose.

A. Yes sir, then on the 18th of August --

By Mr Hughes. Q. We are talking about this same transaction.

A. This is the same transaction, this is the same flour I afterwards took from the Guion Line on August 18, I took it from the steamship Nevada, Guion Line and shipped it to the Momarch Line, Jersey City.

Q. At whose request.

A. C. M. C. Godfrey & Co.

Q. That was one hundred and thirty barrels.

A. The same one hundred and thirty barrels.

Q. What day was that.

A. That was on the 18th of August it appears on my book.

Bythe Court. Q. You first took it down to the Guion Line.

A. Yes sir.

Q. The steamship Nevada belongs to that line I suppose, and then you got subsequently an order to take it away from that line and take it over to the Monarch Line, Jersey City and that order you filled on the 18th of August and took it over.

A. Yes sir.

Cross Examined by Mr Purdy.

Q. Wich steamer sailed first.

A. I could not tell you, the steamer Nevada I think had gone out, I do not know for what reason they wished me to

reship it but I got it from the Guion Line and took it to the Monarch Line, I suppose probably on account of the overcrowded freight, although I hada permit to shipmit on the Nevada.

Q. Do you know whether it got on to the Nevada.

A. No sir, I do not think it ever went aboard ship.

Q. And the Nevada could not carry it.

A. I think that was the trouble.

Q. Did Godfrey say anything to you about it.

A. No sir, I would not know Mr Godfrey, I have a hundred cases of the same kind where we ship lots of goods.

Q. Mr Foster paid you.

A. Yes sir, Mr Foster paid me all his bills.

Mr Purdy: I will read this letter, I offer it in evidence, marked Peoples' Exhibit X.

Fred W. Ridgway sworn and examined by Mr Hughes.

Q. What is your business, Mr Ridgway.

A. Clerk for the White Star Line.

Q. Have you with you the passenger list of the White Star Line for August, 1886.

A. I have.

Q. Will you examine it and see if it contains the same of S. N. C. Godfrey, and give the boat that he sailed on.

A. 26th of August, 1886 in the Britannic, Mr S. N. C. Godfrey is on the list.

By Mr Purdy. Q. You do not know who this Godfrey was.

A. No sir, I do not know anything about him.

Q. You do not know whether he was a London banker.

A. No sir.

reship it but I got it from the Guion Line and took it to the Monarch Line, I suppose probably on account of the overcrowded freight, although I hada permit to shipmit on the Nevada.

Q. Do you know whether it got on to the Nevada.

A. No sir, I do not think it ever went aboard ship.

Q. And the Nevada could not carry it.

A. I think that was the trouble.

Q. Did Godfrey say anything to you about it.

A. No sir, I would not know Mr Godfrey, I have a hundred cases of the same kind where we ship lots of goods.

Q. Mr Foster paid you.

A. Yes sir, Mr Foster paid me all his bills.

Mr Purdy: I will read this letter, I offer it in evidence, marked Peoples' Exhibit X.

Fred W. Ridgway sworn and examined by Mr Hughes.

Q. What is your business, Mr Ridgway.

A. Clerk for the White Star Line.

Q. Have you with you the passenger list of the White Star Line for August, 1886.

A. I have.

Q. Will you examine it and see if it contains the same of S. N. C. Godfrey, and give the boat that he sailed on.

A. 26th of August, 1886 in the Britannic, Mr S. N. C. Godfrey is on the list.

By Mr Purdy. Q. You do not know who this Godfrey was.

A. No sir, I do not know anything about him.

Q. You do not know whether he was a London banker.

A. No sir.

Q. Do you know he was formerly of Chicago and Philadelphia.

A. I know nothing about him whatever.

The Court: Are you going to prove that Godfrey came back.

Mr Hughes: No sir.

Mr Purdy: They want to show the shipment of the flour on the Monarch Line, I will concede that.

Mr Hughes: We want it understood that it left New York.

Mr Purdy: I will concede that it left New York and they got it away asquick as possible.

The Court: That is admitted, that the one hundred and thirty barrels of flour were shipped on the steamer of the Monarch Line from Jersey City to London, England.

Mr Hughes: Yes sir.

Gay W. Foster sworn and examined.

By Mr Hughes. Q. Mr Foster, you are the defendant in this action.

A. Yes sir.

Q. And the person referred to as banker and broker, 42 Broadway. A. Yes sir, 42 Broadway.

Q. Will you state to the Jury how you came to purchase this flour from Mr DeLong and the entire transaction as briefly as possible.

A. Giving dates?

Q. As nearly as possible.

A. Give me my letters I have here.

Q. How came you to enter into the transaction.

A. I will have to have my letters there to refer to dates.

Q. Just state how you came to make this purchase from DeLong, at whose request and how it came about.

A. I made this purchase from Grim & DeLong, Bower Station, Pennsylvania, at the request of S. M. C. Godfrey of the firm of S.M.C. Godfrey in London, 66 Queen Victoria St. London, that is where he told me he had his place of business; that was pursuant to an agreement that he made with me some time in April or after the first of May, about the time that I moved down on Broadway.

By the Court. Q. You are talking about Godfrey.

A. Yes sir.

By Mr Hughes. Q. Whatywas the agreement you entered into.

A. The agreement was that I was to ship goods from this country over there and receive my commission and he was to ship goods from there here and receive his commission there in that way each of us making a commission.

Q. Let us come down to this transaction, was he here in August last.

A. The last time that I saw him was the day that he sailed on the steamer Britannic of the white Star Line.

Q. He was here in August last.

A. I do not remember the date but I went to see the steamer, to see him off.

Q. That was in August.

A. Yes sir.

Q. Did he authorize the purchase of this flour.

A. Yes sir, I sold him this flour by sample at my own office

Q. State what he gave you for it, the whole business transaction.

A. He gave me a draft for that invoice of flour, drawn at three days sight and the draft according to my own computation only covered part of the bill, it did not

pay for the flour in full, it was something like $1.75 or $2.25 short of the invoice, it was my own mistake in reckoning the exchange, , I reckoned the exchange at $4.85 or $4.84, I have forgotten which and on that account it ran about $2.00 or $2.25 short, something like that.

Q. Do you remember after you received this draft and had obtained the flour from Grim & DeLong do you remember the conversation that took place between DeLong and yourself in your office on the day that he came to your office.

By the Court. Q. What day did DeLong first come to your office.

A. He came to my office on the IIth day of August, as I remember.

By Mr Hughes. Q. Now state the conversation that took place between you and DeLong.

A. He came in and asked if my name was Foster, I said yes, he had a bill of lading with him and said that he had a bill of lading and he came to see me in regard to the invoice that I had shipped him in the early part of August as I remember it, I said, MT DeLong, you have placed me in a very embarrassing position, you have drawn on me at sight without any order from me or any instruction for me to do so and I have not got the money to pay for the flour, I promised to send you my customer's draft for the flour. He drew me up at sight, the bill of lading is attached, he said the flour is in storage, you can have the flour. The flour was in storage at I63 and I65 Washington Street and had been for about a week before I ever saw this man.

Q. What did DeLong say to that.

A. Mr DeLong said he was perfectly willing to give me a bill of lading, it was made out in my own name, it was shipped to G.W.Foster, New York, I took the bill of lading and examined it, it was all right, I told him to come in the afternoon, that I would give him a draft for it, and I would transfer the flour to S.M.C.Godfrey & CO., I told him I had the warehouse receipt for the flour in my pocket, I told him I would transfer that bill of lading and complete the sale.

Q. Have you had any further conversation.!

A. That was the gist of it and the full sense of the conversation that took place, I could not give the exact words, it was last August.

By the Court. Q. Did you give him the draft.

A. He left the bill of lading in the morning about ten o'clock, I gave him the draft in the afternoon.

Q. The draft that was produced here.

A. I could not say until I see it.

Q. Look at Exhibit E.

A. That is the draft that I gave him.

By Mr Hughes. Q. And where did you get that draft.

A. I got that from S.M.C.Godfrey.

Q. When.

A. On the 11th day of August.

Q. The same day. A. The same day.

Q. Was there anything said at that time about the draft being good or was it questioned at all by Mr DeLong.

A. He did not question me in respect to the value of the draft except as to how much an English pound was, Strelling; he did not know whether it was four or five dollars,

or what it was, I told him that the usual rate was about $4.85 for a pound and we figured up at that rate, as I remember it, it was either $4.84 or $4.85, he figured up this and I showed him it fell short of the amount of the invoice, I explained to him that it was my own mistake not asking Godfrey to give me this draft, that I had made a mistake in computing it and had not asked for enough.

Q. After you stated that transaction with DeLong, when did you next see Mr Godfrey.

A. I saw him the next day, he made my office his headquarters, he was there nearly every day for months.

Q. And did you deliver the warehouse receipt to Mr Godfrey.

A. Yes sir to Godfrey at the same time I delivered the bill of lading.

Q. At that time you gave him this letter to the truckman.

A. At the time if I remember rightly I gave him this letter of introduction, it might have been a day or two later; he asked me for the name of some responsible truckman and I referred him to H.A.Conklin, 147 Pearl Street and gave him a letter of recommendation as I remember it.

Q. Did you have any understanding with Mr DeLong relative to commissions.

A. Yes sir, I had.

Q. State what it was.

A. I had an understanding with him that he was to send me his check as soon as he arrived home for two and a half percent of the amount of that invoice less the difference in the invoice and the draft which I had given him -- that I would charge to Godfrey on account of havingmade the mistake myself; he agreed to send me my commission of

two and a half percent less the difference that I had mis taken.

Q. Did he ever send it.

A. No sir, he did not.

Q. After you gave that letter to Godfrey and the warehouse receipt did you ever see that flour again.

A. No sir.

Q. Did you ever receive any of the proceeds from the sale of it, directly or indirectly.

A. No sir.

Q. Your entire relation to the transaction then was his commission broker.

A. Exactly, yes sir. I would like to state in connection with that though that I amout of the freight on the entire matter up to the present time.

By the Court. Q. Godfrey has not paid you anything.

A. No sir. I was told that the clerk of the Guion Line informed Mr Godfrey that they shipped direct to London and in pursuance of that he sent the flour to the Guion Steamship Company, and was afterwards refused a bill of lading because they shipped direct to Liverpool instead of London. He had to make out a new bill of lading and had it transferred to the line that did ship, the Monarch Steamhip Company . Mr Godfrey gave me this bill oflading that you see here, he gave me that one, took it out of his pocket and left one with the Company. I went down to the Produce Exchange and had it insured so that it would be safe. There is the policy lying with the bill of lading.

Q. Were you acquainted with Mr T. Bache.

A. Yes sir, I was.

Q. Will you examine the signature in the draft there, is that his signature.

A. Yes sir, that is his signature.

Q. Is he the maker.

A. Yes sir, that is his signature, that draft was made by T. Bache, 52 Broad Street, one hundred and twenty days after date and it went to Mr Vickery.

Q. Will you examine the signature on that draft. (Another draft shown.)

A. Yes sir, that is the same signature, T. Bache.

Mr Hughes: I offer it in evidence, it is drawn on the same bank. We want toshow that Foster has handled other paper of that kind that has been paid, the same man on the same bank, it is very material. Mr Foster endorsed it on the back. We offer this for the purpose of showing intent.

The Court: Suppose that this particular draft was given to Vickery & Co' and was not paid, what difference would that make?

Mr Hughes: It would make a great deal as showing the intent.

The Court: I do not see the materiality of it.

Mr Hughes: Note an exception.

Q. Mr Foster, how old are you.

A. Thirty years of age.

Q. Where were you born.

A. Deloit, Wisconsin.

Q. How long have you been in business for yourself and where.

A. I have been in business for myself between twelve and thirteen years, for the past five years or more in New

York city.

Q. And before that.

A. Before that I was in business in Chicago several years and I have been in business in Paris and London, in connection with manufacturing companies, I was general manager. There is one thing I would like to explain before we go any further, to the jury, and that is how I became acquainted with Godfrey and how I came to have business with him or have any confidence in him. Mr Godfrey was the secretary of a manufacturing company at 66 Queen Victoria Street, called the Lewis Fire Company or Fire Extinguisher; it was started by a man who was formerlly in business with me in Chicago, a man of first class character and good standing, his name was E.H.Lewis. Mr Godfrey being the secretary of that company and being under a good salary, as he told me, and a large stockholder in the company, I had confidence in him as a business man; he came to me well recommended and he represented himself to have ample means to carry on his business; he told me that he could control five thousand dollars cash capital to commence with, that he had influence in London and that he could place loans there; it was his intent and my intent to obtain loans from this country for the London market. In pursuance of that in answer to the people that wrote to me asking for loans, I sent out circulars and had a good many mortgages sent into me. I have had at one time about a hundred thousand dollars worth of mortgages in my possession, first mortgages on real estate all over these United States in answer to correspondence. People have sent their abstracts of

titles, I have got some of them in my pocket; they have sent me notes, people that were reputed to be worth $25000 or 50000 ~~thousand~~ dollars, I have over $25000 good collateral securities in my pocket this minte that I have secured all over the United States in my line of business. Godfrey's plan was to send these mortgages after they were examined by my several attorneys; he would sell them in London and make his profits on the difference in the money market, getting money cheaper there than here, I would make my commission on this side, he represented to me that he was in a position to do that that he was in the banking business. I have a document here which says something about his partner.

Q. How long have you known Mr Bache.

A. Bache I have known for about ten years.

Q. What was his business when you knew him.

A. He lived on his income, at least he said he did, the first eight or nine years that I knew him.

Q. What was his business when you were transacting business with him.

A. I loaned him money all that time, at different times.

Q. I asked you what his business was.

A. He did not appear to have any, I did not know what his business was, he might have had private interests, I do not know that he had any regular established business, that is during the early part of my acquaintance with him

Q. Did you ever know him to have an office.

A. Yes sir.

Q. Where was that.

A. He had an office at 53 Broad Street, two offices together,

Q. Was there any sign on the door.

A. Yes sir.

By the Court. Q. What was it, Commission Merchant.

A. He was a jobber in cigars and tobacco; his sign was, T. Bache, that is all I remember seeing.

By Mr Hughes. Q. He was a jobber in cigars and tobacco.

A. Yes sir, he is so rated by the mercantile agents.

Q. You say that you had many transactions with Mr Bache.

A. Yes sir.

Q. Did he pay the money that he borrowed off you.

A. Yes sir, on many occasions he has, I have loaned him money without his note, on his simple word, I have loaned him money on his notes at different times, he has paid them, I passed him money on drafts, I have sold him goods and bought goods from him, done anbusiness with him of probably forty thousand dollars in the last ten years.

Q. Have you ever had during your business experience in New York your check bill of exchange or draft protested by any bank.

A. No sir, I have had a note protested recently.

Q. What bank.

A. I kept an account with the Merchants Exchange National Bank.

Q. Up to what time.

A. If you will let me refer to the book I will tell you. I had an account there October 9, 1883 up to July 10, 1884.

Q. Where did you have a bank account in 1886.

A. In 1886 I had a bank account in the National Park Bank.

Q. When did it commence.

A. That commenced in August 26, 1884 and ran up to December 2, 1886. The way I know I paid this balance $4.40 to

square the account while I was in the Tombs.

By Mr Hughes. Q. Have you ever been arrested, Mr Foster.

A. I will answer that question if I might explain the circumstances. Yes, I have been arrested, I am arrested now on three indictments.

Q. Any other time beside this.

A. Yes, the first time I was arrested I was a boy seventeen or eighteen years old, it was for thrashing a pickpocket in Chicago. The pickpocket was sent up. The next time I was arrested it was for engraving this label that I will show you.

By the Court. Q. What wasdone with you.

A. I was fined twenty-five dollars for engraving that.

Q. Where was that.

A. That was in Chicago, but I did not pay the fine, I was not requested to pay the fine.

Q. Now the next.

A. The next time I was arrested was in Chicago again; that was for writing some letters for another party.

Q. What was done with you.

A. I was fined fifty dollars which was never collected or asked for.

By Mr Hughes. Q. The next time .

A. The next time I was arrested for selling an interest ina telephone patent.

By the Court. Q. Where was that.

A. That was in Chicago.

Q. What became of that.

A. I was honorably discharged by Justice Moch.

Q. Now any other time.

A. The next time I was arrested in New York City here, I was arrested for selling an interest in another patent and I was discharged for the consideration that I would not commence a suit against the other party.

Q. Who were you brought before.

A. Before Judge Donohue, if I remember rightly.

Q. That is not where you were first arrested.

A. It was a civil suit, it was not a criminal suit.

Q. When was the next time you were arrested criminally.

A. The next time I was arrested was when I received a very forcible notice of protest on this draft of Mr Godfrey's in the shape of a warrant.

Q. You mean that is the time Mr Sheldon arrested you, in leaving your office.

A. Yes sir, that is what I mean exactly.

By the Court. Q. So that makes six or seven times you were arrested.

A I could not say, five, I think your Honor.

Q. You were arrested when you were seventeen years old.

A. Including that time, yes.

Q. Then for engraving, third for writing a letter and fined fifty dollars, fourth for something in Chicago where you were acquitted, the fifth was in New York for selling an interest in a patent and the sixth is the present arrest.

A. Yes sir, but I was never arrested for felony. until this time.

Q. You say Mr Parsons brought it here.

A. Yes sir.

Q. Explain to the Jury how you come to put his name on your papers as a reference.

A. Mr. Parsons was introduced to me by Mr. Bache in his office at 52 Broad Street one morning when I was down there to pay him for some goods I had bought. Parsons afterwards called to see me, I gave him one of my cards if I remember correctly. He said he had recently come back from Europe for Jim Blain, Jim Blain's grand syndicate, as his agent.

Q. Blaine's agent.

A. Yes sir, James G. Blaine; he said that he went to London for James G. Blaine's syndicate, to sell a large lot of land, James G. Blaine was the leading man in the syndicate and he was paid five thousand dollars for going over, and he referred me to Stephen B. Elkins, Roswell P. Flower and several other independent gentlemen, amongst others he referred me to the agent of Mr Ames, the present governor of Massachusetts.

Q. Did you go to see Gov. Ames of Massachusetts.

A. I did not, he showed me a letter from Commissioner French

By Mr Hughes. Q. I want you to state your relations with Mr Parsons, how you come to refer to him.

A. By his permission.

Q. Did you have any business relations with Parsons.

A. I have, yes.

Q. State them to the jury, exactly what it is.

A. He made an arrangement with me to buy and sell his paper, his notes, I was a note broker, that was part of my banking business, a private banker, he made a statement to me which I have in writing, that he was worth ----

Q. Which one of those books is it in.

A. It is in one of the last books, you will see in the index

W.H.Parsons, I want to show the reference this man made to me.

By the Court. Q. How did you come to put his name as reference.

A That was by his own permission.

By Mr Hughes. Q. Have you ever had any other business transactions with him.

A. I have had a great number of business transactions with him.

Q. Were they all note brokerage transactions.

A. No sir.

Q Any other kind.

A. He borrowed money from me on several occasions.

Q. Mr Foster, you are aware of the fact that he has been tried and convicted in this court.

A. I have heard so, I don't know what Court it was in.

Q. Do you remember the charge that was brought against him.

A I do, most distinctly, it was on my account that he was arrested.

By the Court. Q. And yet he was one of your references.

A. Yes, he was one of my references.

By Mr Hughes. Q. Were you ever directly or indirectly interested in the transactions for which he was arrested and tried.

A No sir, I never had anything to do with his crooked transactions whatever.

Cross Examined by Mr Purdy.

Q. Speaking about Parsons, Parsons advertised in papers for employees did he not.

A. Not to my knowledge.

Q. For agents.

A. Not that I know of.

Q. Did not you understand that he advertised for agents and a young man as security for his good conduct placed some diamonds and jewelry with him, a pin and seal and that he went to State Prison for it.

A. I told you what I know about this case, I heard so, yes sir.

Q. Did you not understand when the young man came after his diamonds and jewelry that he said he left them with you.

A. The young man told him so , most emphatically he did not leave anything with me.

Q. But he had pawned them.

A. I don't know anything about that.

Q. Do you recollect the difficulty with Mr Wickery, the flour merchant.

A. The present difficulty is the only one.

Q. You recollect being sude by Hermann.

A. In a civil court, yes sir.

Q. You recollect judgment being obtained against you.

A. That I do not know to a certainty.

Q Did the Sheriff go down there.

A. I could not say certainly whether I have ever seen that judgment; the sheriff did come to my office to leave ----

Q. Did not you tell him the furniture and everything belonged to your wife.

A. No sir, I didnot.

Q. How did you get rid of the sheriff.

A. I referred him to my attorneys, I told him that he should go and see them in regard to the matter.

Q. Did the furniture belong to your wife.

A. No sir, the equity in the furniture belonged to me.

Q. Was there a chattel mortgage on it.

A. I could not say there was, it was bought on installments, I could not say how much was paid on it.

By the Court. Q. How did you buy it.

A. I bought a Marvin Safe and I bought furniture from Coperthwait and from others, part of it was all paid for and part of it was in installments, it could have been levied on very handily.

By Mr Purdy. Q. You never paid the judgment.

A. The judgment has never been paid because my attorney Charles L. Cohen said he would open that judgment.

Q. You didnot put in an answer.

A. That is not my fault.

Q. It has never been paid. A. No.

Q. When did you first make this arrangement with Godfrey to accept this arrangement that you say he had, he was to work London and you work New York, when did you make that

A. I could not give you the exact date, perhaps it covered two or three months time.

Q. In August or before August.

A. Oh months before.

Q. Months before August.

A. Yes sir.

Q. Did Godfrey sign his name to that draft.

A. Yes sir Mr Godfrey signed his name to that draft.

Q. On the 11th of August.

A. Yes sir, on the 11th of August.

Q. Did he sign the acceptance on that day.

A. He signed the acceptance on the 11th day of August and afterwards changed the date to the 13th.

Q. Why was that done.

A. That is to say he did not change the date but he inserted the date August 13, because when he first accepted it on the 11th day of August in the name of the firm it belonged to he omitted to put in the date of my acceptance.

Q. When you gave this to DeLong was it accepted and drawn just in that way.

A No sir, it was not drawn as it is here now.

Q. How did you get it back.

A. A clerk, at least a man pretending to be a clerk ----

By the Court. Q. Was it delivered to DeLong on the 11th of August.

A. It was but not in this shape.

Q. Had Godfrey accepted it at the time you delivered it to DeLong.

A. He had accepted it in blank.

Q. When did he put in the day.

A. On the 13th day of August.

Q. Where did he get the draft.

A. It was brought to my office.

Q. By whom. A. That I do not know, by a young man representing himself to be the representative of Eugene Kelly & Co. As I said before Godfrey made my office his headquarters, he was there almost every day.

Q. Do you recollect Mr Farrell and Mr Taylor of Eugene Kelly & Co. coming to you.

A. Yes sir, I do not know that I would have identified him

Q. There was two gentlemen come about that draft.

A. Two gentlemen came to see me about this draft.

Q. When did they come.

A. They came as I remember it on the 14th.

Q. Godfrey was still here with you.

A. Yes sir, right here in New York.

Q. Did not they tell you that they would telegraph to London that there was no Godfrey there.

A. No sir.

Q. Did they tell you anything of that sort -- what did they tell you, this draft is drawn on Godfrey & Co. 66 Queen Victoria Street, London, you know that.

A. Yes sir.

Q. Don't you know that these two gentlemen told you that they came to see you, they had telegraphed to London and they ascertained there was no such company as Godfrey & Co. at 66 Queen Victoria Street London, E.C.

A. I do not know that they used those exact words.

Q. Didn't they say that in substance.

A. No sir, not in substance.

Q. What did they say.

A. In substance they said to me they could not find out anything about the firm.

Q. And that they had telegraphed.

A. I do not remember their saying any such thing.

Q. All this time Godfrey was in the city of New York.

Q. Why did not you tell them where they could find Godfrey.

A. I think Mr Farrell who claimed to be a member of the firm of Eugene Kelly & Co. knew that Godfrey was here in the city and that he could see him at my office by appointment at any time, the same as I told Mr DeLong the first time he called to see me.

By Mr Purdy. Q. You are sure you told Mr Farrell that.

A. Yes sir I did.

Q. That Godfrey was here in the city and that he could see him any time he called.

A. He could see him by appointment at my office at any time.

Q. Was Mr Taylor present when you told that.

A. I cannot identify this gentleman as being the same man.

By the Court. Q. Look at that gentleman. (Pointing to Mr Taylor)

A. Put on your hat. I could not swear that he was the man that came with Mr Farrell, and I wouldnot swear that it was not.

By Mr Purdy. Q. Did you ever see Mr Farrell but once.

A. No sir; there was another man who claimed to be an officer; I had a deputy sheriff in my employ, I told him I did not propose to be insulted in my office by anybody.

Q. You thought it was an insult when they came to you and asked you about a draft drawn on the 11th and accepted on the 13th which they telegraphed to London about and found there was not any such person there.

A. Excuse me, Mr Purdy, Mr Farrell when he came into my place was guilty of a misdemeanor, he came and tried to coerce me into paying something that I was under no obligation whatever to pay and he said that he had an officer with him and all that.

Q. You have never been coerced into paying for flour.

A. I have not been coerced into it but I have paid a good many bills.

Q. Do you know the firm of the Buffalo Milling Company.

A. I know a firm, I know them at least ---

Q. Did you have that correspondence with that firm. (Papers shown.)

A. Yes sir, these letters came from my office and this correspondence issued from my office, not all my writing, some of it is written by clerks.

Q. Now this date September 2, did you receive some flour from them.

A. I could not tell without referring to my books.

Q. I will read you a letter and see if this wont refresh you, dated September 2, 1886, did you give them a draft for one hundred and twenty pounds.

A I most certainly received the flour from them otherwise I sould not send them a draft.

Q. And the usual draft on Godfrey.

A. Not the usual draft on Godfrey.

Q. The same kind of a draft you gave to the Dutchman, DeLong

A. No sir.

Q. How did it differ.

A. I do not remember how it was worded, it was drawn on S.M. C.Godfrey & Co.

Q. Whose draft was it, who was the maker.

A. As I remember it was a draft of T.Harto on S.M.C.Godfrey, he is a broker with T.B.Wallace & Co.

Q. I show you a note of September 13 on Godfrey & Co., that draft was one hundred and twenty pounds.

A. This is for one thousand dollars.

Q. That is by T.Bache, accepted by Godfrey, is it.

A. Yes sir.

Q. At whose request did Godfrey accept that.

A. Godfrey accepted that at my own request, that is on the 13th day of September.

By the Court. Q. What was the date of the acceptance, is there any date on it, where was Godfrey when he accepted it.

A. He accepted that draft in New York City before he went to London.

Q. On the 13th of September.

A. No, before he went to London he accepted that draft and left it with me in blank.

Q. I understood he went to London in August on the steamship Britannia.

A. Yes sir, he accepted that draft before he went to London and left it in my possession.

Q. Did he come back again from London.

A. No sir, he did not, on account of the fact I was his agent, I never signed Godfrey's name in my life.

Q. You say he left on the 26th of August by the steamship Britannia, you went down to see him off, that is right.

A. Yes sir, that is right.

Q. And that draft is dated the 13th of September, 1886.

A. Yes sir, that is right.

Q. And it is accepted on the same day, you suppose.

A. It was not accepted by him on the same day, it was accepted by him before he went to London and left with me in blank, he left this blank draft with me for one thousand dollars and I as his agent filled it up.

Q. He was not here at the time it was accepted.

A. No sir, I do not suppose he was.

By Mr Purdy. Q. And the amounts in blank.

A. Yes sir, the amounts in blank.

Q. Everything was all ready so that when you got a prospective customer for a draft you had his signature right

there and all you had to do was to put in the amount and the date.

A. I had his draft all there.

Mr Purdy: I offer these three letters from the milling company; this shows another transaction.

The Court: You have got the fact out that he had a transaction of a similar character with the Buffalo Milling Company.

By the Court. Q. Was this draft of a thousand dollars paid.

A. That I do not know anything about.

Q. Did not you have that draft in your possession at the time you were arrested.

A. No sir.

Q. You do not know whether it was paid or not.

A. I do not know anything about that draft excepting what I have seen just now.

Q. The draft in favor of the Buffalo Milling Company, was that paid by Godfrey.

A. That I do not know anything about, I have not seen any draft.

Q. Don't you know that it was not.

A. No sir, I do not.

By Mr Purdy. Q. You say, "please find enclosed draft".

A. That is not the draft you are showing me.

Q. The draft of one hundred and twenty pounds for the flour to the Milling Company you say "enclosed please find draft ", do you know whether that has ever been paid.

A. I don't know anything about it.

Q. Did you ever know Godfrey & Co. to pay any draft for flour.

A. I have not known him to pay a draft because I was arresta

before any of these drafts came due except this first one that was protested and this particular draft on which I was arrested was the first draft that was protested to my knowledge that I knew anything about being protested.

Q. What do you know about Michel & Co. Paris, on which this Vickery draft is drawn.

A. They are said to be importers and exporters.

By the Court. Q. Did you ever have any correspondence with that company.

A. None whatever, I do not know of my own knowledge what business they are in.

Q. Or that such a firm ever existed.

A. I do know that such a firm has existed.

Q. Did you ever see any of them.

A. No, but I have seen signs in New York City where they have been in business.

By Mr Purdy. Q. Don't you know that the French firm of Michel are not here in New York.

A. No sir.

Q. What do you know about T.Bache's residence.

A. I have done about forty thousand dollars of business with him the last ten years.

Q. He kept a little bit of an office, didn't he.

A. No, not sucha little bit of an office.

Q. You took T.Bache's draft on Michel &Co. and gave it to Vickery for the flour.

A. Yes sir, that is exactly what I did.

Q. Then for the next load of flour what kind of a draft did you send him.

A. I sent him one hundred and twenty-five pound draft on the

same house.

Q. They sent it back.

A. That I do not know, they claim they did.

Q. Didn't you ever receive any letter about it.

A. No sir, I never received a letter about that.

By the Court. Q. Did you ever receive a letter stating that that draft had not been paid.

A. No sir, I did not.

By Mr Purdy. Q. Are you sure that you have no letters.

A. All I have got here are my two bank books, no letters; here are some letters, is that what you want, I do not know what you are looking for.

Q. They wrote to you that they would send you back their draft.

A. They wrote to me that they would send me back a dr aft for one hundred and twenty-five pounds on Godfrey & Co.

Q. The second draft was on who.

A. The same house.

Q. You suppose it was lost in the mail.

A. I supposed it had gone astray in the mails.

Q. You never sent them any other draft.

A. No sir.

Q. You shipped the flour away.

A. Parties sued me for it.

Q. And got judgment against you, the judgment was declared against you, do you think that draft was lost in the mail, Mr Foster.

No Answer.

By the Court. Q. That draft was not paid.

A. That I could not say, I do not know that it was not, I

have never seen that draft since I sent it to them; they wrote to me that they would send it back to me the second draft, I did not get it.

Q. You were sued, were you.

A. I was sued for the particular invoice that that draft was intended to cover and a judgment was recovered against me. I have not paid that judgment yet.

Q. How long ago is it since that judgment was recovered against you.

A. That judgment was recovered against me as I understand it in May or June, I have no data: my civil attorneys here could give you the information. I have not paid that judgment yet but I secured a sixty day extension on it through the Sheriff, as I understand it.

Q. Did the Sheriff levy on anything.

A. No sir, he came to my place, I referred him to my attorneys who said that they got sixty days extension to pay it.

Q. That is, the Sheriff had sixty days to return execution.

A. Yes sir, I understand it.

By Mr. Purdy. Q. Were you ever in Covington, Kentucky.

A. No sir, never to my knowledge, I never was in Kentucky that I know of.

Q. These circulars in which you propose to loan large sums of money, on what kind of securities did you propose to loan this money.

A. Collateral securities, real estate, bonds and mortgages, any kind of bonds that were good, first class.

Q. This transaction with Mr. Kountz in New York City, on what

did you loan him.

A. I loaned him on his promisory note.

Q. You gave him that security for it. (Showing paper.)

A. Yes sir, I did.

Q. That is September I3, I886, in other words, you had Mr. Kountz's promissory note payable when.

A. It is payable September 6, dated September 2, I886, I have it in my hand, one thousand dollars, twelve months after date, I promise to,pay to the order of J.G.Foster, one thousand dollars, payable at the banking house 42 Broadway.

Q. And he paid you a commission.

A. He sent me five percent.

Q. That note falls due before this draft.

A. That I could not say, this is dated 2nd of September, I886

Q. You had the commission to begin with, you could collect the note if you had good luck and leave him this note of Godfrey & Co. to collect.

A. It is not the way I did or it is not the way I intedned to do. If you will read that date you will see that that draft is payable at my office twelve months after date.

Q. Was that the time to get the money of Koutz when he is holding this worthless draft, is that the way you did business.

A. That is not eht way I ever did business with anybody, I never discounted a note in my life yet; there is nothing crooked in that transaction whatever; there is evidence that there is a note for a thousand dollars there; there

is a note that he made payable to me. Here is neraly thirty thousand dollars more.

By the Court. Q. Of Koutz's.

A. Not of Koutz's but other people all over the United States.

Q. Koutz lived in Cleveland, Ohio.

A. Yes sir, he

Q. And he sent you his note for a thousand dollars, twelve months after date and he paid you a commission of five percent.

A. Yes sir, I gave him that draft on S.M.C.Godfrey and that is payable at 42 Broadway.

Q. That draft is dated on the I3th of September, I886.

A. That is it, exactly.

Q. And it is made payable at your office twelve months after date.

A. Yes sir, at 42 Broadway.

Q. Mr. Godfrey was not in the City of New York on the I3th of September, I886.

A. No sir, I accepted that as his agent.

Q. You accepted it and you filled it up.

A. I filled it up, the amount, put the amount in there and the name, Chalres M.Koutz.

Q. Did you fill every written word of it.

A. No sir, here is what I filled, one thousand dollars, New York City, September I3, I886, twelve months.

Q. Is not the whole of the body of that draft in your hand writing.

A. Yes sir, the main body of the draft is in my handwriting.

Q. Is it signed T.Bache.

A. Yes sir.

Q. Do you know what he gave for it or what he got for it.

A. OI held this note of a thousand dollars as his agent.

Q. Then T.Bache did not fill up this.

A. No sir.

Q. And he is the drawer of this paper. A. Yes sir.

Q. You held those in blanks for him.

A. Not with his signature, I never had his drafts in blank with the signature, Godfrey & Co. is the only one I had.

Q. Will you tell the jury how the company was Godfrey's.

A. Here is an affidavit that I received from London.

Q. Will you tell me when that draft became due according to its terms.

A. According to its terms it would fall due twelve months after the I3th, which would make it about the I6th of September, I887; it will be due next September, the same as this note. In this affidavit is the name of the gentleman, the partner that you asked for of Mr Godfrey, C.Rowan, City of London.

Q. Did you ever see him at all.

A. No sir, that was his reputed partner.

Q. Mr Foster, this is your circular in which you say that any one in good standing can obtain loans from you or promissory notes, what was the security that you gave for promissory notes -- what were you in the habit of giving for men's property and mortgages.

Objected to.

By the Court. Q. As a general thing did you give drafts drawn on

Godfrey & Co.

Objected to. Objection overruled. Exception.

A. No sir, not generally, I was a general note broker, exchanging notes.

by Mr. Purdy. Q. How many notes, mortgages, whiskey receipts, etc. do you suppose that you loaned on in the last year to various people throughout the country.

Objected to. Objection sustained.

Q. How many drafts have you drawn on Godfrey & Co. to people during the last year before your arrest, give me a rough estimate.

A. I could not say, it might have been five or six, it might have been a dozen, I never knew one to fall due before this one I was arrested on, it is not due until next September, there is only one draft that is due and that is the one that is protested.

Q. The one on Michel & Co., that was due and was not paid.

A. I could not say.

Q. How many drafts have you drawn on Michel & Co. in six months.

Objected to. Objection overruled. Exception.

A. I will just see.

Q. Never mind the details, get at it as near as you can.

A. I am not going to tell you a lie, I have a memorandum here, if I can't refer to it, I will not answer the question.

Q. How many drafts of Michel & Co. passed through your hands for six months.

A. Nineteen or twenty, I should say.

By the Court. Q. Do you know if any one of the nineteen or twenty have ever been paid.

A. Yes sir, there is one there that Mr. Hughes has.

By Mr Purdy. Q. Who was it paid to.

A. It was paid to the man that had it, let me have the draft and I will tell you something about it.

By the Court. Q. Do you know it was Michel & Co? paid it.

A. I do not know anything about it whether Michel & Co. paid it, I know it had my endorsement on, I have a memorandum here of other people that I have paid.

By Mr. Purdy. Q. With regard to the draft for the second lot of flour to Vickery & Co. do you say that you never received back that draft on Michel & Co.

Objected to. Objection overruled. Exception.

A. I never received the draft, no sir.

Q. I will read you this letter which is in evidence, dated April I9, I886. That is so, isn't it.

A. That refers to the second exchange of the first draft.

Q. Where did you find out that Vickery & Co. wanted the second exchange of the first draft, did you get a letter from them asking about it.

A. If you will show me the letters, I will show you where they asked me for it. Here is a letter dated the 29th of March.

By the Court. Q. A letter from Michel & Co.

A. A letter from them to me.

By Mr.QPurdy. Q. Then on April I9, you wrote, is that letter of April I9 a reply to March 29.

A. Yes sir, that is my answer to that letter.

Q. They say in the very letter that they asked you for the second exchange of the first draft that they also enclosed you the draft.

A. I never received any such letter.

Q. That was the second bill of exchange.

A. That was the second that draft, the duplicate of the first draft they asked for in that letter of March 29; I answered that in that letter, he did not put it there.

Q. April I9.

A. Yes sir, I do not know what the date of that was, the second is the duplicate.

By the Court. Q. When you make a draft of that sort you draw it in three parts.

A. Sometimes in two and sometimes in three, I could not say how this was drawn, whether it was second or third, I know that there was at least a second and perhaps a third.

Q. One draft you claim you delivered to Vickery & Co., is that right.

A. Yes sir, that was the first exchange, the second exchange I never had.

Q. Did you have a duplicate of it.

A. I did not, I never did have it, I did not know the number of the original to ask for it.

By Mr Purdy. Q. You did ask them for the number of the original.

A. I asked them to give me a memorandum of the draft for I lost it.

Q. Was that the gentleman that came to you about this draft of DeLong & Co. (Pointing to Mr Farrell.)

A. Yes sir, that is the gentleman who called to see me.

Q. Do you say that you told this gentleman that Mr Godfrey was here in town and he could see him, the maker of that draft on that occasion.

A. Yes sir, on that occasion I told those two gentleman that came in together that Godfrey was in the city and they could see him.

Q. You do not recognize the taller gentleman.

A. I could not swear to the man's identity.

Q. Do you swear that this gentleman did not tell you that Eugene Kelly & Co. cabled ----

A. I have never sworn to that, I do not swear to that now, I swear that I had no recollection of his saying any such words; we were both of us excited when he came in.

Q . Did not these gentlemen who came to inquire about the draft, after you told them that it was all right and the draft would be paid say they cabled to London and there was no such firm as that, do you think you could recollect that.

A. I do not remember the words of the conversation, I do not know of my own knowledge.

Q. What was the name of the officer that was there, that you told these gentlemen, according to your statement, you had there ready to put people out.

A. William Guerney.

By the Court. Q. A police officer.

A. He was a deputy sheriff.

Q. What were you doing with a deputy sheriff in your place.

A. He wasthere to take care of my office in my absence, to see that my clerks attended to their business and to see people.

Q. You had an officer of the law to look after your ordinary merchantile business.

A. Not because he was an officer of the law, he came to me for employment, I wanted a man to take charge of my office, to see people.

By Mr. Purdy. Q. Where is Guerney now.

A. He is in the city I understand.

Q. Isn't it a fact that Guerney was there for the purpose of bouncing men who had been robbed by you when they came to collect their debts.

A. No sir, it was not, he never had occasion to bounce anybody.

Q. On this occasion you told the gentleman ---

A. I told these gentlemen that I did not want to be insulted in my office, I told them I had a deputy sheriff there.

Q. For what purpose did you tell them that, for the purpose of intimidating them.

A. No sir, I told them that because Mr. Farrell told me he had an officer with him.

Q. Did he tell you that first.

A. I could not say whether he told me that first, we might have both spoken at the same time, I would not want to swear which said it first, as I remember it, Farrell said he had an officer with him.

Q. You stated you had thirty thousand dollars of notes.

A. Nearly thirty.

Q. What security did you give for the thirty thousand dollars.

Objected to. Objection sustained.

Q. Are those thirty thousand secured by drafts on Godfrey, Michel & Co. and those houses.

A. No sir.

Q. Is any portion of themsecured by drafts on Godfrey & Co. those notes that you have got there.

A. I could not say.

Q. You said you had been arrested six times, how many times have you been convicted for offences against the law.

A. How many times have I been convicted?

By the Court. Q. Were you ever convicted of a criminal offence.

A. I was convicted for engraving a label and fined twenty-five dollars for it.

By Mr. Purdy. Q. What was the charge in the indictment, forgery.

A. I could not say.

Q. Did you plead guilty or were you tried before a jury.

A. As I remember it I was tried before a jury but I could not say.

By the Court. Q. You know what convicted means, a conviction means a conviction in a criminal case.

A. Yes sir.

Q. Were you indicted for forging that label..

A. I could not say that I was indicted for forging it, I was tried for engraving that label, that is, a copy of it. I was tried in the court at Chicago before Judge Gerry, I think it was the United States Court, it might have been the County Court.

Q. Wasn't it the United States Circuit District Court that you were tried before, I

A. I could not say your Honor, I mean to say I do not know what particular court.

Q. You were a resident of Chicago.

A. I was a boy twenty years of age.

Q. Will you tell us what court you were tried in.

A. I could not say to save my life, I could not say whether it was the United States District Court, I was fined twenty-five dollars for engraving that label.

Q. Were you tried before a jury.

A. I could not say.

By Mr. Purdy. Q. Was there a District Attorney.

A. Yes, there must have been.

Q. Did you have counsel.

A. Yes sir, I had Mitchell & Humphrey.

Q. Did you go on the stand.

A. I went on the stand and explained the whole case to the Judge and showed him this label.

Q. The next time, what were you convicted of, writing letters I think you said yesterday, for some man.

A. The second time I was convicted ----

By the Court. Q. Where was it, to commence with.

A. It was in the United States Court if I remember rightly, before Judge Blodgett and Bangs.

Q. You were convicted there for what.

A. For writing a letter for another party, as I said yesterday.

Q. Did you ever know it was a crime to write a letter for another party.

A. No sir.

Q. Don't you know it is not a crime to write a letter for another man, you could not be convicted of writing a letter, tell this jury what you were tried and convicted for.

A. There was a party came to my office and requested me to write a letter for him, he was going to carry on business in my name; he said G.W.Foster, he dictated the letter and I made a copy of it; his name was Boole and I wrote it and the other letters like the one that he gave me and mailed them. The letters were afterwards sent back to the Post Office department and they were produced in Court before the Commissioner, but there was no money in the transaction, no money received or anything of that kind.

By the Court. Q. You have not begun to tell this Jury yet what you were tried for.

A. I do not know what the charge was against me, I wasbetween twenty and twenty-one years old, if I remember rightly.

Q. You were not indicted for forging anybody's name.

A. No sir.

Q. You were tried before Judge Blogett and a Jury and there was a District Attorney there and you had counsel.

A. No sir, I had no counsel at all, I never was tried afterwards, I pleaded guilty the next day to writing a letter.

Q. You were fined fifty dollars by Judge Blodgett.

A. Yes sir, I was never asked to pay the fine.

By Mr Purdy. Q. Were not you indicted for using the mail in sending circulars through the mail for the purpose of swindling people.

A. I was not indicted, I was not tried, I went to the Judge the next day and explained it to him, that was all there was to it, I pleaded guilty to the Judge.

Q. Was there not an indictment.

A. Not to my knowledge, no sir, there was not anything but the charge there, I never saw the charge and never read it.

Q. Have you ever read these indictments that are against you.

A. I never saw these indictments or read them, I know the charge against me is for grand larceny in the second degree, as I understand it.

Q. Cannot you tell us what that charge in Chicago was against you, by refreshing your memory, was it for depositing circulars in the United States mails.

A. No sir, it was not for circulars, it was simply for a few letters.

By Mr. Hughes. Q. I want you to explain one thing to the judge that was in evidence yesterday, that is, the Kountz transaction, the note bore date September 2, I think it was and the draft on the 13th.

A. Yes sir.

Q. One thousand dollars signed by T.Bache, the note is made payable at your office, is it and is the draft made payable there also.

A. Yes sir, 42 Broadway, New York.

Q. When those papers were dated did you have anything to do with arranging the dates.

A. Yes sir.

Q. Explain to the Jury why the note was made payable before the draft and for what purpose.

A. The note was sent to the maker, at least to the signer of the note, on or about the 2nd of September, that is why it was dated because I wrote the note myself all excepting

his signature, I filled out the note and sent it for his signature, that is why it is dated on that particular day. When it was returned to me signed and I sent the draft in exchange for it, it was the 13th, I must have written to him on the 12th or 13th, that accounts for the difference in the dates.

By the Court. Q. So that the note became due some days before the draft was payable.

A. Yes sir.

By Mr Hughes. Q. You have other transactions of that kind, have you not, of a similar nature.

A. Yes sir.

By the Court. Q. When the note and the draft were dated different times.

A. The same day and sometimes a different date.

By Mr Hughes. Q. State whether you have ever parted with a note that you received in exchange for a draft that you gave.

A. I have, when it was cancelled and paid.

Q. I mean where a draft is still out unpaid, whether you have ever held a note which was secured for the good faith of a payment of the draft, have you ever parted with it.

A. No sir, I never have.

Q. Then in every instance where you have a draft out which is made payable at your office, you hold the note, is that ~~ore~~ correct.

A. Yes sir, I do.

By the Court. Q. Where did you get the money to carry on this expensive business if you did not get money on the note that they might take, and there was no money received upon the draft.

A. I will explain that.

Q. Did not this man who gave you the note want to borrow a thousand dollars, is not that what he gave that note for.

A. Yes sir, he gave that note for this draft, he wrote for this draft to me.

Q. He wanted a loan, didn't he.

A. Yes sir.

Q- Do you mean to say that you held the note.

A. Every note that I ever received I have possession of, I never sold one of them, never parted with one of them.

Q. What consideration did you give Bache for this draft, where did Bache get any money, did he get any from you.

A. Yes sir.

Q. How much, one thousand dollars.

A Oh no, he got a portion of the commission on this particular transaction, I could not say exadctly how much it was, it might have been one percent.

Q. Was a dollar of consideration every given to anybody for that draft of Mr Bache.

A. This is the consideration given for the draft.

Q. That I understand, but what did Bache give these people upon whom this draft is drawn, did Godfrey hold any money bags that he had a right to draw upon him.

A. I could not say, I do not know what arrangement they had.

By Mr Hughes. Q. You testified yesterday that you held mortgages that had been obtained in the same way.

A. Yes sir, not exactly the same way.

Q. In these brokerage transactions for which you furnished them paper and was working for a commission.

A. No sir.

Q. I understood you so.

A. I have received a number of mortgages from people in different parts of the country to negotiate. I was working for a commission.

Q. You said yesterday that there were a number of those mortgages inyour possession.

A. Yes sir.

Q. I want you to tell the jury whether you have ever parted with one of those mortgages that were in your possession for the purpose of security for a loan that had been made to them.

A. I have never parted with one of those mortgages excepting to the rightful owner.

By the Court. Q. Did you raise any money upon those mortgages.

A. I have raised some money.

Q. On this large pile that you have got, have you raised money.

A. No sir, I was arrested about the time I received them, I had some of them three months.

Q. You did not have time to negotiate any of the mortgages.

A. No sir.

Q. The fact of the matter was people sent you mortgages to negotiate and to get money for them.

A. Yes sir, exactly.

Q. Didyou negotiate any of them.

A. No sir, not these that I have in my possession, I negotiated some city chattel mortgages.

Q. We are talking about the mortgages you had yesterday, you said you had a large number of mortgages, you have not negotiated any of them.

A. No sir.

Q. The people who sent you the mortgages have got nothing for them.

A. All that made application for them have received them back cancelled and satisfied.

Q. Have they received anything from you, for the mortgages which you hold for negotiation.

A. Not at the present time, those that I hold now, I have some that I have held over a year as an agent.

By Mr Hughes. Q. Those mortgages that you hold were given you for the purpose of raising a loan for the party who sent them to you.

A. Yes sir.

Q. You have never for your own benefit or the benefit of anybody else excepting the party who sent them to you, raised a dollar upon those mortgages, have you.

A. No sir, I never have.

Q. They are now subject to the order of the owners, those who have not been negotiating.

A. Yes sir, every one that has not been cancelled.

By the Court. Q. Are all those mortgages executed in blank.

A. No sir, I have one here, they are made out in my name.

Q. Is that it, the mortgages are all made to you.

A. All made to me personally, so that I could take them, sell them and negotiate them. These are insur ance policies.

By Mr Purdy. Q. I see you sign the name Foster & Co., who is the company.

A. At present I have no partner.

Q. Did you have at this time when you were signing your name

102, as Foster & Co., what was the name of that company.

Objected to. Objection overruled. Exception.

A. Mr West was my partner at the time I signed the firm name Foster & Co.

By the Court. Q. What is the name of that clerk of yours.

A. Mr Otis.

By Mr Purdy. Q. How long were you in partnership with Mr West.

A. A few months.

Q. Where is Mr West now.

A. I could not say.

Q. When did you last see West.

A. When I bought him out last spring, it was somewhere near the first of May.

William H. Farrell recalled by Mr Purdy.

Q. How long have you been a member of the firm of Eugene Kelly & Co.

A. Since 1884.

Q. And before that what business were you in.

A. I have been employed with them for over twenty-two, nearly twenty-three years.

Q. You have been for nearly twenty-three years there.

A. Yes sir.

Q. Do you recollect this draft being sent to England.

A. I do.

Q. Did you know at the time or believe that the draft was not good.

A. I believed at the time that the draft was not good.

Q. Why did you sent it to Emgland.

A. For the purpose of getting a certificate to that effect.

Q. Under whose instructions were you acting.

A. The District Attorney.

Q. You recollect I suppose the day that you went to see Foster. A. I do.

Q. Did he say to you in the course of that conversation that Godfrey, the maker of this draft, was here in New York and that you could see him any time you desired on appointment.

A. He did not.

Q. Did he mention anything about Godfrey's being in New York or anything like it in your presence.

A. No sir, not to me.

Q. Did you state to him that you had telegraphed to London and had ascertained that there was no such firm as Godfrey & Co.

A. I did sir, I told him so in Mr. Taylor's presence.

Q. Did you tell him you had an officer with you.

A. I did not.

By the Court. Q. You told him you went there with the draft in your hand, showed him the draft I suppose and he saw the draft.

A. Yes sir, and I asked for payment of it; he saidto me, "send that draft to the proper place in London and it will be paid." I told him then we had telegraphed to London and received an answer that there was no such firm there.

Q. You have got a correspondent in London of course.

A. Yes sir.

Q. You telegraphed and there was an answer received.

A. The answer was, "Firm quite unknown", is the exact words.

By Mr Purdy. Q. Did you inform him of that fact.

A. I immediately informed him of that fact.

By the Court. Q. What reply did he make.

A. He became indignant and said I had insulted him and threatened an officer.

Q. He did not pay the draft.

A. No, he did not pay the draft yet.

Q. Did he tell you at that time that Godfrey was in New York and he could be seen at any time he was wanted.

A. No sir.

By Mr Purdy. Q. Had you as matter of fact, cabled to London about this draft.

A. Yes sir.

By Mr Hughes. Q. Examine that draft carefully on its face and on the back, is there anything on that draft that would indicate to you, as a banker, that Mr Foster was the man to pay that draft.

A. No.

Q. About what date was this that you went to Foster's office.

A. On the I4th day of August, I886.

Q. At the time that you went to Foster's office, how long had this draft been in your possession for collection.

A. It had been not many days I think, I cannot tell exactly when, it is dated the IIth, it was on the I4th.

Q. Was it only two or three days.

A. I cannot tell you, I do not know.

Q. This draft had been in your possession three days, will you state to the jury why it was it did not follow the usual custom.

A. Yes sir, because we were investigating Mr. Foster meanwhile, his business transactions.

Q. At the same time you were doing a banking business, were you not.

A. Yes sir.

Q. And when this party gave this draft into your hands for collection as a banker, did you consider that it would aid your investigation of Foster to withhold that draft from collection in the usual way.

A. After explanation from DeLong I did not suppose it made any difference whether it remained a week or ten days.

By the Court. Q. I suppose you asked Mr. DeLong how did he get this draft, under what circumstances it was given him.

A. Yes sir, that is correct.

Q. And then you went to work to investigate Mr. Foster, the person from whom you got the draft.

A. Yes sir, precisely.

Q. And the result of the conversation satisfied you that it did not matter whether you sent the draft three days or three weeks afterwards and those were your reasons for not sending the draft on.

A. Yes sir.

By Mr. Hughes. Q. Will you state to the jury the conversation which took place between you and deLong at the time this draft was given you.

A. I heard Mr. DeLong's statement and as a business man down town for twenty odd years, drew my own conclusions.

Q. Can't you give us any one word of that conversation.

A. No sir, I cannot remember anything of it, it occurred

last summer, I have forgotten all about it.

By the Court. Q Do you recollect that he stated to you from whom he got it and how he got it, what property he parted with.

A. Yes sir, for a carload of flour that he had sent him, and he came to New York and got the draft, if I remember correctly, I am not sure about the bank, and he stated the conversation that he had with Mr. Foster. I have forgotten, in fact, I did not charge my mind with it at the time, he stated that there was a conversation between them and I think after that case he went to his uncle and his uncle brought him to me and we then tried to collect the draft from Mr. Foster, as I have already stated.

By Mr. Hughes. Q That is all the conversation that you recollect.

A. I do not remember anything more, as I say, I did not charge my mind with it.

Q. Did Mr. DeLong say to you that he did not think that draft was good.

A. No, I told him so, I think.

Q. How did you come to tell him that, inresponse to what.

A. After investigation, Mr. Taylor probably can enlighten you more on that subject than I.

By the Court. Q. You had a conversation didn't you, with DeLong.

A. I did, yes sir.

Q. You ascertained from DeLong, as I understood you to say, how he got this draft, the circumstances under whichhhe got it and the person from whom he got it.

A. Yes sir.

Q. You told him then that you did not think it was good.

A. I did.

Q. You got some knowledge of business.

A. Yes sir, in the manners and forms of business.

Q You have considerable knowledge about persons drawing drafts in the city of New York, upon banking houses and merchants in London.

A. Yes sir.

Q. Does notthat form a very large part of your business.

A. Not a very large part, some.

Q. You did not know Foster & Co. nor Godfrey & Co.

A. No sir.

By Mr Hughes. Q. From your vast knowledge and experience, did you think that Mr Foster was the proper person to collect that draft from at that time.

A. In as much as it had been received through him, I thought I would try to collect it from him.

By the Court. Q. Has he got the flour.

A. Yes sir, he has got the flour.

By Mr Hughes. Q. With your vast experience and knowledge in banking matters, did you think to take the draft to Mr Foster for collection without having attempted to collect it through the regular transaction of banking business was the proper thing.

A. I have already answered that question.

The Court: You need not go into that.

Mr Hughes: I will except to that. Your Honor brought out that he had vast knowledge in the banking business.

Q. Have you got the telegram or a copy of it, that you have testified you sent to London.

A. Yes sir, I have a copy of it, part of it is in cipher, however, I cannot decipher it. Shall I read it?

108,

By the Court. Q. Yes sir.

A. The translation is, "Consolidated Bank, limited, London. Please inquire if draft on Godfrey & Co. 66 Queen Victoria Street for one hundred pounds is good. Answer immediately giving the particulars."

Q. What is the date of that.

A. That was on the I3th of August, last year.

Q. Have you got the answer to that.

A. The answer that we received on the morning of the I4th was; "Firm quite unknown."

Mr. Hughes: I move again for the purpose of getting it on the record, to strike out all the testimony of Mr. Vickery, as regards the transaction with him and all the evidence bearing on that transaction under the decision in the case of Hogan against the people in the State of New York. That motion is to embrace all the testimony not directly connected with this case.

The Court: Motion denied.

Counsel: Note an exception.

Counsel summed up and the Recorder charged the jury.

The Jury rendered a verdict of guilty of grand larceny in the first degree.

The People
vs.
Gay W. Foster.

Court of General Sessions, Part I.
Before Recorder Smyth.

February 3, 1897.

Indictment for grand larceny in the first degree.

Asst. Dist. Atty. Purdy for the People.

Messrs. Hughes and Atkison for the People.

A Jury was empannelled and sworn.

Joseph Delong sworn and examined by Mr Purdy.

Q. Where do you reside, Mr Delong.

A. Near Towers, Pa.

Q. What is your business.

A. Milling business.

Q. Do you belong to a firm there.

A. Yes sir.

Q. What is the firm.

A. Grimm & Delong..

Q. Look at that letter Mr Delong and say if your firm received that letter. (Letter shown to witness.)

A. Yes sir, it is the first one we got.

By the Court. Q. You received this letter did you.

A. Yes sir.

Letter marked A for identification.

Q. How did you receive it, by mail.

A. Received it by mail.

Q. Received it by mail at your place of business in Pennsylvania.

A. Yes sir.

By Mr Purdy. Q. Did you reply to that letter.

A. Yes sir.

Q. To whom did you direct your reply.

I.

A. Why to Mr Foster, I believe.

By the Court. Q. How did you forward that letter that you wrote, by mail.

A. By mail.

Q. From Pennsylvania to New York.

A. Yes sir.

By Mr Purdy. Q. Did you send any samples .

A. Yes sir.

By the Court. Q. That letter is dated July, 1896, have you kept a copy of the letter you wrote.

A No sir.

Q. When did you receive this letter of the 17th of July, 1896.

A. That I cannot tell.

Q. Was it in July.

A. Yes sir.

Q. How soon after sending this letter did you receive a letter in reply, how soon did you answer it.

A. Well, in a couple of days or a week.

By Mr Purdy. Q. That is when you sent samples of flour.

A. Yes sir.

Q. And in reply to that letter did you get this letter, was that the letter you received in reply? (Letter shown.)

A. Yes sir.

The Court: I mark that F for identification, July 21, 1896.

By Mr Purdy. Q. What did you do then, Mr Delong, ship any goods.

A. Yes sir.

Q. What did you do then after you got this letter.

A. Well then we sent a car-load of flour.

By the Court. Q. You sent a car load of flour to whom, to the

2.

writer of that letter in New York.

A. Yes sir.

Q. Did you ship it in Pennsylvania.

A. Yes sir.

Q. What way did you ship it, by railroad.

A. Yes sir, by railroad.

By Mr Purdy. Q. How many barrels of flour.

A. One hundred and thirty barrels.

Q. What was the flour a barrel.

A. $4.30 a barrel.

Q. Then what did you do.

A. Well, then we sent on a sight draft.

Q. A sight draft drawn on Foster.

A. Yes sir, we sent it to our bank.

By the Court. Q. You sent a sight draft.

A. Yes sir.

Q. Well, to what bank.

A. To the First National Bank of Reading.

Q. And after you had sent the draft did you receive that letter. (Letter shown.)

A. Yes sir.

The Court: That is marked Exhibit 2 for identification, August 7, 1880.

By Mr Purdy. Q. Now Mr Delong what did you next do.

A Next we received an answer.

Q. After you got this letter.

A. Yes sir, our draft came back unpaid.

Q. What did you do.

A. Well, then I came on to New York.

Q. You came on to New York.

A. Yes sir.

Q. Where did you go after you got here to New York.

A. I went to Foster's office.

Q. Where.

A. 42 Broadway.

Q. And did you see Foster.

A. Yes sir.

Q. Now tell the Jury what took place between you and Foster when you got there.

A. Yes sir, I had seen Foster.

By the Court. Q. When you came to New York you went to Foster's office at 42 Broadway, is that right.

A. Yes sir.

Q. Did you see a man of the name of Foster there.

A. Yes sir.

Q. Is that the man. (pointing to the prisoner.)

A. Yes sir.

Q. You saw him.

A Yes sir.

Q. Did you have a conversation with him.

A. Yes sir, we talked the matter over.

Q. Tell the jury what you said to Foster and what he said to you.

A. I got in his office in the morning, Saturday about ten o'clock, I can't take particular notice, I asked him whether he is Mr Foster and he said, yes, and I told him I came here to see about that car load of flour that we had sent, that our draft came back unpaid and so I came on to see how he would fix the matter; and then he told me that I should give him the bill and the bill of lading

By the Court. Q. Give him what bill, the bill of the flour.

A. The bill of the flour.

Q. And the bill of lading.

A. Yes sir, or I should send it by mail and I told him I had the bill and the bill of lading with me; then he wanted me to show it to him and I gave him the bill and the bill of lading. Then he said, "now you come in in the afternoon and I will have the draft ready", and I asked him on what draft he is going to give me? He told me on the party to which he was going to sell the flour. So I went off in the forenoon and came back in the afternoon between the hours of one and three sometime and then he had the draft ready, and I did not know anything of this transaction.

Q. What transaction, you got back between one and three o'clock.

A. Yes sir.

Q. Just tell us what took place between one and three o'clock, did you see Foster again.

A. Yes sir.

Q. Well now, what was said and done.

A. He had the draft ready and I did not know whether this draft was right or whether ----

Q. Did he show you a draft.

A. Yes sir.

Q. Is that the draft he showed you. (Draft shown.)

A. Yes sir.

Q. Go on, what then, when he showed you that draft, what did he say.

A. Why, he said I should take that draft home to our bank and get the money for it, and I told him that I would not know whether that draft would be good or whether it would

be all right or anything of that kind.

Q. What did he say to that.

A. Because I did not know that, I was not acquainted in that business and I thought he could take that draft and take it to the bank andgive me United States money.

Q. Give you cash.

A. Yes sir, but he said that he could not do that, that I could take it to the bank and getthe money for it. Well, so I sat for a while and we talked the matter over.

Q. What was said, what did you say and what did he say.

A. He said, you are all right and he showed me another copy the same as that which he was going to keep when this one might get lost then I would get another one. So I took the draft and went off.

By Mr Purdy. Q. Did you tell him that you were Mr Delong of Grimm & Delong and that you were the gentleman who shipped him the flour.

A Yes sir.

Q. Did you mention the amount of flour.

A. Yes sir.

Q. How much did you tell him the flour was.

A. One hundred and thirty barrels.

Q. Did you speak of the draft you had drawn on him.

A. Yes sir.

Q. Which had gone to protest.

A. Yes sir, the one which we had sent on.

By the Court. Q. You told him it was not paid.

A. Yes sir.

The Court: Mark the draft Exhibit D for identification.

Mr Purdy: Now I offer these three letters in evidence and I will

read Peoples Exhibits 1,2 and 3. He read the draft Peoples Exhibit No. 4.

By Mr Purdy. Q. You received this draft in the afternoon.

A. Yes sir.

Q. What did you do with the draft.

A. I kept the draft till next morning.

Q. What did you do with it the next morning.

A. I staid with Mr Delong in Williamsburgh that night.

Q. What did you do with the draft.

A. Well, the next morning I told him about that.

By the Court. Q. Told him about what.

A. About the draft.

By Mr Purdy. Q. What did you do with the draft.

A. We went to see Mr Farrell, he is with Eugen Kelly & Co. Mr Delong told me he knows him well.

Q. Where did you go to.

A. I left the draft with Mr Farrell and he took it to Eugene Kelly & Co. and went home that day.

By the Court. Q. Where did you find this man Mr Farrell, was he in Eugene Kelly & Co.'s place.

A. No, that morning he was in his home, he lives in Williamsburgh.

Q. You took the draft to him

A. Yes sir, I left the draft with him and he took it to Eugene Kelly & Co., he is with Eugene Kelly & Co.

By Mr Purdy. Q. What is Mr Farrell's business.

A. He is with Eugene Kelly & Co.

By the Court. Q. Do you know that, did you go to Kelly's afterwards to find out if Farrell was there.

A. Yes sir, I found him there.

Q. After you gave the draft to Farrell you went home.

A. Yes sir, I went home.

Q. After you gave this draft to Farrell what did you do then

A. I left it with him for collection, he took it to Eugene Kelly & Co. for collection.

By Mr Purdy, Q. Did you go home.

A. Yes sir, I went home.

Q. How long after you went home did you come back.

A. When I got a letter.

Q. Where did you go after you came back to New York.

A. I went to see Mr Delong.

Q. Did you go to Kelly's office.

A. Yes sir.

Q. Did you see Mr Farrell.

A. Yes sir, he went along with me, to Kelly's.

Q. Did you see this draft there.

A. Yes sir.

Q. What did you do with the draft then.

A. I came up to see the District Attorney's office.

Q. You saw me.

A. Yes sir.

Q. What did you do.

A. You told us ——

Q. You sent the draft to England for collection.

A Yes sir.

Q. Did you see it when he came back.

A. Yes, when I came up here to your office.

Q. Where did you get the draft.

A. At your office.

Q. Who did you get it from.

A. When the draft came back from London it was sent out through Eugene Kelly & Co.

Q. How do you know that.

A. That is what I was told.

Q. When did you see the draft the next time.

A. When I came over, the day we had arrested Foster.

Q. Then you saw the draft.

A. Yes sir.

Q. In whose hands did you see it.

A. Why, down in the District Attorney's office.

Q. In Detective Shelton's hands.

A. No sir.

By the Court. Q. Did you ever get your floor pack.

A. No.

By Mr Purdy. Q. Did you ever get any money back.

A. No sir.

The Court adjourned.

Wednesday, February 8, 1899.

Mr Hughes: We move to strike out all the testimony of Mr DeLong which refers to the conversation he had with Mr Farrell relative to what became of the draft.

The Court: I deny it.

Mr Hughes: Not e an exception.

William H. Farrell sworn and examined.

By Mr Purdy. Q. Mr Farrell, what is your business.

A. Banker, sir.

Q. And with what firm.

A. The firm of Eugene Kelly & Co. New York.

Q. Do you know the last witness, Mr DeLong.

A. Yes sir.

Q. Is he a customer of your bank.

A. Not usually, this is the first transaction, foreign transaction, as I understand it.

Q. Look at that draft, did you receive that draft from him (draft shown.)

A. Yes sir.

Q. What did you do with it.

A. Sent it to London for collection.

Q. Did you receive it back .

A. We did, with the following affidavit.

Q. With that paper attached to it.

A. Yes sir.

Q. And in the condition that it now is, the draft.

A. And in the condition that it now is I believe. There is an affidavit on the back certified by the American Consul, yes sir.

Mr Purdy: Now I offer the draft and the affidavit attached in evidence.

Counsel: We object to the admission of the affidavit.

By the Court. Q. You are a member of the firm of Eugene Kelly &Co. and they are bankers in the city of New York.

A. Yes sir.

Q. And I understand you the complainant in this case brought you thatdraft which has just been shown you.

A. Brought it to our firm for collection.

Q. With the request that you should collect it through your house.

A. Through our house.

Q. You did forward it in the condition in which it now is

and it has been returned to you.

A. And it has been returned to us.

Q. Eugene Kelly & Co. did not get the proceeds of that draft.

A. Not at all.

By Mr Purdy. Q. You did this in the usual course of banking.

A. In the usual course of banking.

Mr Purdy: I do not offer the affidavit as an affidavit but as a fact that this paper came back with the draft, the~~re~~ word came back as part of the --

The Court: Let me look at it.

Mr Purdy: The same as if an endorsement was on the back of the draft with the words no good, or anything of that kind.

The Court: This affidavit is proof of the presentation of this draft, what occurred at the time of the presentation; it is not a protest, it might possibly be evidence if it was a regular protest.

By the Court. Q. This draft was returned dishonored, unpaid, that is about the substance of it.

A. Could not find the party.

Charles H. Vickery sworn and examined.

By Mr Purdy. Q. Mr Vickery, where do you reside.

A. Atica, New York.

Q. What is your business.

A. Milling.

Q. What is your firm.

A. Stedman & Vickery.

Q. Will you look at that letter and say whether you received that letter on or about the time it bears date.

A. Yes sir, I did.

IL

The Court: Mark it Exhibit E for identification February 10, 1899.

By Mr Purdy. Q. Did you reply to that letter by mail.

A. Yes sir.

By the Court. Q. You received that by mail I presume and replied to it by mail.

A. Yes sir.

By Mr Purdy. Q. And will you look at that letter and say if on or about the time it bears date you received it (another letter shown).

A. Yes sir.

By the Court. Q. That is the date.

A. March 1.

Letter marked F, March 1, 1899.

Q. How did you receive it, by mail.

A. By mail, yes sir.

By Mr Purdy. Q. In consequence of that letter what did you do.

Objected to. Objection overruled. Exception.

A. We shipped him a car of flour.

By the Court. Q. Shipped who.

A. G. W. Foster & Co.

Q. Where, at what place.

A. New York.

By Mr Purdy. Q. By what railroad.

A. The Erie Railroad.

Counsel: Will your Honor hear the grounds for our objection?

The Court: I will give you a chance.

By the Court. Q. How many barrels.

A. Ninety-five barrels of flour.

Q. What price per barrel.

A. $4.50 and $4.00

12.

Q. How many at four dollars.

A. I have got the bill.

By Mr Purdy. Q. Can you refresh yourself by looking at that bill?

(Bill shown.)

A. Fifty-five barrels at $4.50.

By the Court. Q. And the balance.

A. Forty barrels at $4.00 and thirty barrels of granulated meal.

Q. You must have shipped more.

A. No, that was in this car of ninety-five barrels.

Q. You told us you shipped ninety-five barrels of flour.

A. Yes sir .

Q. You also shipped meal did you.

A. Yes sir, with these ninety-five barrels.

Q. How many barrels.

A. Thirty barrels.

Q. You shipped thirty barrels of meal at how much a barrel.

A. $3.50.

Q. What did you do after you had shipped the flour.

A. We drew on them a sight draft one day.

By the Court. Q. On him you meant.

A. G. W. Foster & Co.

Q. You drew a draft for the whole amount.

A. For the whole amount, yes sir.

Q. At sight.

A. At sight, one day's sight.

By Mr Purdy. Q. After that did you receive this latter. (Letter shown.)

By the Court. Q. What became of the draft you drew on him, what did you do after drawing the draft, did you present it.

A. We took it to our bank and they forwarded it.

Q. You put it in your bank for collection, is that it.

A. Yes sir.

Q. What bank.

A. James W. Lewis Sons bank, Attica.

By Mr Purdy. Q. And then what became of the draft afterwards, did you receive it back.

A. We received it back.

Q. Protested.

A. Unpaid.

Q. And after that did you receive that letter. (letter shown

A. I think there is another letter in place of that.

Q. Look at that letter and see if that is the letter. (Another letter shown.)

A. Yes sir, this is the letter.

By the Court. Q. What is the date of that.

A. March 22, 1880. (Marked G, March 22, 1880.

Q. You received it by mail.

A. Yes sir.

By Mr Purdy. Q. And was anything with that letter.

A. There was a draft for a hundred pounds, sterling.

Q. Look at that draft and see if that is the draft. (Draft shown.)

A. Yes sir.

By the Court. Q. That draft I suppose was enclosed in a letter.

A. Enclosed in a letter, yes sir.

By Mr Purdy. Q. What did you do with the draft.

A. We took it to our bank for collection. (The draft was marked H.)

By the Court Q. You put it in the same bank.

A. Yes sir.

Q. Was the draft returned to you.

A. Yes sir.

Q. You put it in your bank for collection.

A. Yes sir.

Q. It was returned unpaid I suppose.

A. Unpaid.

By Mr Purdy. Q. In the condition it is now.

A. In the condition it is now.

Q. After you had received this letter and after you had deposited the draft in the bank and it had gone on its way, what did you then do.

By the Court. Q. Did you do anything between the time that you put this last draft in your own bank for collection at Attica.

A. Nothing in regard to this draft.

Q. Did you receive any letter from the man between the time you put that in the bank and the time that you were informed by the bank that it was unpaid.

A. Yes sir.

By Mr Purdy. Q. What did you do.

A. Well sir, we received a letter from --

Q. Look at that and say what you did. (Letter G shown.) I am not asking you anything about the draft, what did you do, that draft is in the bank on its way to France.

A. We shipped him another car of flour.

Q. How much was in that car load of flour.

A. One hundred and twenty-five barrels.

By the Court. Q. When was it shipped about.

A. About April 2nd, I think, from the first to the second, somewhere along the first of April.

Q. How much flour was there.

A. One hundred and twenty-five barrels.

Q. About the first of April you think.

A. Somewhere from the first to the second.

Q. Did you hear anything from them after you shipped this flour, did you get any letter acknowledging the receipt.

A. We drew on them through the bank.

By Mr Purdy. Q. What kind of a draft.

A. A sight draft.

Q. After you had drawn it what became of that draft.

A. It was returned to us.

By the Court. Q. You put it in your bank for collection the same as the other.

A. Yes sir, and returned the same as the other.

By Mr Purdy. Q. And did you then receive that letter. (letter shown.

A. Yes sir.

The Court: Mark it Exhibit I for identification, April 7th 1886.

By Mr Purdy. Q. What was with that letter.

A. There was a draft the same as the one in the first.

Q. The same as that draft.

A. Yes sir, the same as that draft.

Q. What did you do with that.

A. We returned that draft to G W. Foster & CO.

By the Court. Q. You did not put it in your bank for collection.

A. No sir.

Q. Did you return it by mail with the letter.

A. Yes sir.

By Mr Purdy. Q. And did you write to him.

A. Yes sir.

Q. What did you say in the letter.

A. We told him that we did not want any more foreign drafts, we wanted United States money.

Q Then did you write again to him, did you receive any reply to that letter.

A. Yes sir.

Q. Did you reply again to him.

No answer.

By the Court. Q. Have you got the reply.

No answer.

By Mr Purdy. Q. Do you recollect the date of theletter in which you enclosedhim the draft.

A. No, I do not recollect the date.

By the Court. Q. You got a letter from the defendant containing another draft about the 12th of April.

A. Yes sir.

By Mr Purdy. Q. See by looking at that letter if you can refresh your memory to see what was the date of sending the draft back.

A. This letter we received after returning that draft.

By the Court. Q. What is the date of that.

A. April 27.

By Mr Purdy. Q But do you see that there is an allusion to the letter of the 10th.

A. Yes sir.

Mr Purdy: That letter I offer in evidence.

The Court: Mark it J for identification, April 27, 1880.

By Mr Purdy. Q. I will ask you to look at these two letters and say whether you received these from him in relation to that business.

A. Yes sir.

Mr Purdy: I offer those for identification.

The Court: The first letter is dated April 19, 1880 and marked K and the next letter is dated April 23, 1880 marked L.

By Mr Purdy. Q. Did you receive that card at any time. (Card shown)

A. Yes sir.

Q. When did you receive that card.

A. With the first letter.

Mr Purdy: I offer the card for identification.

The Court: Marked M.

By Mr Purdy. Q. Have you ever received any pay for your flour, for the two carloads of flour.

A. No sir.

By the Court Q. The card came with the first letter.

A. Yes sir.

Counsel: I moves that this testimony be excluded, it having no bearing on this case whatever.

The Court: He has not offered those papers yet -- there are only marked for identification.

Counsel: I move to exclude the testimony of this witness; it has no direct connection with this case whatever.

Mr Purdy: I shall connect it.

Counsel: He asked him if he had ever received pay for this flour.

The Court: It may be competent: the District Attorney cannot try his case ~~along~~ all together.

Cross Examined.

By Counsel. Q. I show you a paper, state whether you sent that to the firm of G W. Foster & CO.

A. Yes sir.

The Court: Marked Defendant's Exhibit NO.1 for identification.

Q. You testified in response to a certain letter in which you returned the draft to Mr Foster you told him you did not want any of that kind of money, you wanted United States money, is that correct.

A. Yes sir.

Q. I show you this letter, state whether that is the letter you referred to.

A. Yes sir, that is the letter.

Marked Defendant's Exhibit No.2 for identification.

Q. I show you another letter, you identify that as a letter you sent to Mr Foster.

A. Yes sir.

Marked Defendant's Exhibit 3 for identification.

The Court: Nine papers shown to the witness.

By Counsel Q. Examine those and see if they are papers that you caused to be sent to Mr J. W. Foster.

By the Court: Q. Are those letters and statements that you sent to Foster.

A. Yes sir.

Q And I presume are the letters and statements referred to by you on your direct examination.

A. Yes sir.

The Court: Those nine papers are marked No. 4.

Mr Purdy: Now I offer all these in evidence.

The Court: Have you any objection.

Counsel. Cetainly we object.

Mr Purdy: They are produced as part of the correspondence by Foster and the complainant and I offer them as connected with the transaction, the witness having testified that he wrote them to him and he produces them here in Court.

By the Court. Q. Are those the papers referred to by you on your direct examination as letters and statements sent by you in response to communications by letter received from the defendant.

A. Yes sir.

Q. In reference to the transactions referred to by you on your direct examination in respect to the shipment of this flour.

A. Yes sir.

Q And the drafts that you have mentioned.

A. Yes sir.

The Court: I think they are evidence.

Counsel: We do not object to those going in.

The Court: Those nine papers I understand he offers.

Mr Purdy: I offer the nine and the other three.

The Court: You offer twelve papers?

Mr Purdy: Twelve papers -- nine of them will be marked Peoples' Exhibit No. 4.

The Court: I admit them as papers produced by the defendant.

Counsel: Those letters are offered for identification pending the offer by the District Attorney of letters produced by him. We object to them going in at the present time; we also reserve our right to cross-examine this witness as regards those other letters that went in.

The Court: I consider you as having reserved your rights. I will admit the paper on the ground that the paper produced by you and marked for identification; if the District Attorney chooses to put them in they are evidence that he puts in, not evidence that you put in. On motion of the Distric Attorney the Defendant's exhibits from 1 to 9 are admitted.

Mr Purdy: Now I offer the letters written by this witness which have heretofore been offered for identification --- I mean the letters written by the defendant to him.

The Court: You have got in the letters written by this man to the defendant and now you propose to offer the letters written by the defendant to this witness.

By the Court: Q. Did you have any conversations with this man at all.

A. No sir, never.

Q. Never had any conversation.

A. No sir.

Q. Where were those letters that you have spoken of directed to, were they directed to any particular place, there was a card in the first letter, do you recollect that.

A. Yes sir.

Q. To whom were those letters sent, to the address on that card.

A. To the place mentioned on that card, that was the first.

Q. Did you write those letters, those nine papers there in answer to letters that you received.

A. That we received from Foster.

Henry Hartman sworn and examined.

By Mr Purdy. Q. What is your business ss, Mr Hartman.

A. Lawyer.

Q. And where is your place of business.

A. 140 Broadway.

Q. Do you know the defendant Foster.

A. Yes sir.

21 Q. This last witness on the stand, Mr Vickery, do you know

him.

A. Yes Sir.

Q. When did you first see Foster.

A. I think about the 20th of April, somewhereas there, the latter part of April.

Q. Where did you see him.

A. I think it was No. 20 Fulton Street, that is I know it was on the corner of Fulton Street and one of those lower streets, Water or Front.

By the Court. Q. Was his place of business there, Mr Hartman.

A. Yes sir.

Q. What was his business.

A. J. W. Foster & Co. commission merchants.

Q. That was the sign.

A. Yes sir, something to that effect, I could not say exactly.

Q. Did you see the defendant there.

A. I did not sir, the first day I called.

By Mr Purdy. Q. When did you call next .

A. I called a day or so after and saw Mr Foster, he was on the third floor I believe when I called and one of the young men went out after him and I had a conversation, he on top of the stairs and I at the bottom, I told him I had a claim against him from Stedman & Vickery which I wished to collect.

Counsel: Objected to on the ground that it is immaterial.

The Court: Objection overruled.

By the Court. Q. You had a claim against him.

A. For Stedman & Vickery which I wished to collect. Will I state all the conversation?

Q. Yes sir.

A. Well, I told him that it was a claim of $530.75 which according to the account I had was the balance and I wanted to collect it. He said that he had sent a draft to Stedman & Vickery covering that amount and that that draft had not yet been returned. I presume I must have spoken rather sharply to Mr Foster because he said he was not to be bulldozed.

By Mr Purdy. Q. What else.

A. And he insisted that that draft had not been returned to him and that until it was he could not talk business to me.

Q. What did you do then?

A. I left him.

Q. When did you next see him.

A. I think it was about June 23, somewhere there abouts.

Q. Where did you see him then.

A. At 10 and 12 Broadway.

Q. What was that there No. 10 and 12 Broadway.

A. That was to my mind a banker and broker's office to all appearance, I saw a great many things, wood engraving going on, circulars being sent out, envelopes being addressed, it seemed to be quite a ramification there.

Q. Quite a bustling business.

A. Yes sir.

Q. Did you have anything with you.

A. I want to say that I had called there several times and each time Mr Foster was out and finally I found him there one morning; by that time this draft ---

By the Court. Q. You had a conversation with him.

A. Yes sir.

By Mr Brady. Q. By looking at these papers canyou say that that was the draft.

A. Yes sir, that is the draft.

Q. What conversation did you have with him touching that draft.

A. I told him that the draft for the last lot of flour that had been sent to him---

Q. By whom.

A. By Stedman & Vickery had been returned; that is my pencil memorandum on there, the day that I called to see him and that to all appearances that draft was endorsed by G. W. Foster & Co. and I wanted to know if that was his endorsement. He said that he would not say whether it was or not, he would have nothing at all to say about it. I talked to Mr Foster as I talked to people before.

Q. What did you say to him.

A. That I thought it would be wise for him to settle that matter, that it looked rather crooked and that I believed he did not intend to pay but it would be to his interest to do so. After some little conversation Mr Foster said he would have nothing at all to say about the draft, he would not say whether that was his endorsement or not and that I had better see his counsel. I asked him who they were; he said Goldfogle & Cohen. I asked him for one of their cards and he managed to fish one out of his vest pocket and gave it to me and I went out.

Q. Did you see Goldfogle & Cohen.

A. I went to their office and saw Mr Cohen, I told Mr Cohen that I had been referred to him by Mr Foster, that Foster

would not give me any satisfaction about that draft, that I wanted the money in some way and that I presumed I had been referred to him to get a settlement of it. He said, he knew nothing about it, he seldom saw Mr Foster, the first time he saw him he would ~~not~~ talk to him about it, and I told Mr Cohen in substance what I told Mr Foster, that I thought that thing had better be settled, that if not I was afraid I would have instructions from my client to proceed against Foster in any way I thought fit by arrest or otherwise. He then says, if you have enough to send Foster to State Prison you had better go ahead: I told him that was a matter that I would have to look to.

Q. Did you bring an action against Foster.

A. The action that was brought against him was before that on the second lot of flour, amounting to $510.75 and before I got the draft back from Paris.

Q. Did you serve a summons and complaint.

A. Yes sir, served a summons.

By the Court. Q. What was the amount of that action.

A. $510.75, Goldfogle & Cohen entered an appearance, we served the complaint about May 20 somewhere there about, I do not remember now which.

By Mr Purdy. Q. Did you get an answer.

A. No.

Q. Entered judgment.

A. We did.

Q. Execution.

A. ~~We~~ Returned nulla bona.

Mr Purdy: Your Honor I offer the letters written by Mr Vickery having connected them with Mr Foster.

Counsel: We object to these letters on the ground that they are not connected with this transaction now on trial.

The Court: The District Attorney now offers the letters marked for identification referred to in the testimony of Charles H. Vickery marked from E to M inclusive, I will admit them and give you an exception.

Counsel: I object to the admission of those letters on the ground that they are immaterial and irrelevant to this issue and incompetent.

The Court: That are admitted for the purpose, not of establishing that the defendant committed the larceny alleged in this indictment but they are admitted for the purpose of enabling the jury to determine whether the intention of this man at the time that he received the goods, the subject of this prosecution, obtained possession of them, whether he received them with a guilty and felonious intent. This evidence is admitted on that ground and on no other.

Counsel: Note our exception.

Cross Examined.

By Mr Hughes. Q. Mr Hartman you say that when you called upon Mr Foster you thought that it looked suspicious because his name was on the back of the paper, didn't you.

A. The last call, I did not say that.

Q. It looked crooked to you, that was the word.

A. No, you had better have the stenographer read what I said.

Q. At that time had you made any effort to find the maker of that draft.

A. No.

Q. Never had.

A I had no instructions to do that, I was not going on an errand of that kind.

By the Court. Q. You did not beyond the mere fact of going there.

A No, my business was with G. W. Foster & Co.

By Counsel. Q. The claim was sent to you by Vickery & Stedman for collection, was it not.

A. Yes sir.

Q. Did they give you any special instruction as to how you were to collect that or against who in particular.

A. Well, yes, my business was with G. W. Foster & Co., the claim was sent to me.

By the Court. Q What were your instructions from Stedman & Vickery in reference to this call that you made upon Foster.

A. My instructions were to call upon G. W. Foster & Co. and collect the money that that draft called for.

By Counsel. Q Were those instructions in writing.

A. It was in the nature of a letter to me.

Q. Have you got that letter.

A. I think I have.

Q. I wish you to produce it.

A. Here is the letter (producing it).

Q. Having refreshed your recollection from that letter are you still willing to say that they gave you any special instructions as to how you should proceed to collect that or from whom it was to be collected in particular.

A. Well, Mr Hughes, I do not know if I may be allowed to explain, that it is usual for a client to tell his attorney to go and see John Smith specifically.

Foster Gay W.

Tuesday, February 16, 1909.

Court of General Sessions, Part I.

Before Recorder Smyth.

Gay W. Foster was placed at the bar for sentence.

Counsel: If your Honor please I move now in arrest of judgment on the ground that the indictment does not set forth the means, representations or token in writing by which De Long was induced to part with the flour or bill of lading. The evidence in this case goes to show that he got possession of the bill of lading on the representation that the draft was good: the indictment states that he feloniously took, stole and carried away. The authorities go to show that the indictment is insufficient.

The Court: The Court of Appeals has decided that question some time since. I will overrule that point.

Counsel: Note an exception.

Now the next point is that the offence is not one punishable under section 528 of the Penal Code.

The Court: I will overrule that.

Counsel: Note an exception.

The third point is the evidence of Vickery and Wardman and all the evidence as to other transactions anterior to the one for which the prisoner is indicted was improperly admitted. This point is on motion for a new trial.

The Court: I overrule that.

Counsel: Note an exception.

Now the next point is that the offence is not one of grand larceny but of false pretences.

The Court: Motion denied and exception.

Counsel: Note an exception.

Mr Mitchell: Will your Honor hear a word from me. The wife and relatives of this defendant have been to see me. I did not want to interfere with the motion that was being made here for a new trial and arrest of judgment by his counsel. I understand an appeal is to be taken in this case and the only request that I have to make to your Honor is this; that you would postpone the sentence of this defendant until the stenographer writes out his notes and the bill of exceptions be prepared in order that you might examine the authorities which I will present to you on some of the points here raised. It seems to me that on one point if your Honor pleases the admission of the evidence of guilty knowledge was a little too remote to this transaction to be admissible. The People cannot suffer by this motion as there will be no application made for bail.

The Court: I think it is too clear a case to postpone the sentence, I will dispose of it now.

The Defendant was sentenced to the State Prison at hard labor for six years and one month.

Counsel: Will your Honor grant a stay of execution for ten days?

The Court: No sir.

0329

L. L. Van Allen,
Attorney and Counsellor at Law,
318 BROADWAY,
LUCAS L. VAN ALLEN.

New York, July 9, 1889

Mr Penney,
My Dear Sir,

In re Gay W. Porter permit me to say: That prior to his conviction he was a Broker and Commission Merchant having an office at No 42 Broadway this city. He was first sued for a civil debt, a judgment was recovered and the plaintiff failing to find any property had him arrested Sept. 27, 1886, charged with "technical larceny". He was confined in the Tombs until March 1, 1887 when he was sentenced. Two parallel cases against him had been dismissed by Judge Cowing who characterized them "civil suits" adding

0330

L. L. Van Allen,

Attorney and Counsellor at Law,

318 BROADWAY,

LUCAS L. VAN ALLEN.

New York, ... 188

"If they were to convict all the men who became involved like Mr Foster there would not be room on the Island to build prisons to hold them!"

He is a young man of most temperate habits with more than ordinary industry and capacity, always enjoying a first class reputation. It was through one J. M. C. Godbey of London, England, that Foster became involved in the transaction resulting in his conviction. A car load of flour which formed the basis of the trial was taken by Godbey to London, and the proceeds thereof converted by him leaving Foster without a penny with which to say bon it. I interest myself on behalf of Mr. Foster

0331

L. L. Van Allen,

Attorney and Counsellor at Law,

318 BROADWAY,

LUCAS L. VAN ALLEN.

New York, ... 188

and sister whose debt of wobbling over the disgrace is more than I can describe,

Yours very truly
L. L. Van Allen,

0332

No. 2870 Plaint for Sept. 27 1886

Police Court 2 1/5500 District

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Chas. K. Vickery

vs.

1 Henry Stutzman

2

3

4

Offence Grand Larceny

BAILED,

No. 1, by .....

Residence ..... Street.

No. 2, by .....

Residence ..... Street.

No. 3, by .....

Residence ..... Street.

No. 4, by .....

Residence ..... Street.

Dated Sept 27 1886

Magistrate.

Officer.

Precinct.

Witnesses Henry Stutzman

No. 146 Broadway Street.

No. ..... Street.

No. ..... Street.

$ ..... to answer .....

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

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 Oct 2 188 6 *Police Justice.*

I have admitted the above-named .....

to bail to answer by the undertaking hereto annexed.

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

There being no sufficient cause to believe the within named .....

..... *guilty of the offence within mentioned, I order he to be discharged.*

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

----------X

The People &c.

vs.

George W. Foster

----------X

City and County of New York SS:

Joseph De Long being duly sworn says: that he is one of the firm of Grimm & DeLong, merchants, doing business in Bowers Station, Pennsylvania ,; that on or about the 24 day of July 1886 deponent received a letter hereunto annexed and marked Ex."A": that in response to such letter deponent communicated with the defendant George W. Foster and enclosed him samples of flour together with the price. In response to this communication, on or about July 24, deponent received a communication from said Foster, hereunto annexed and marked Ex."B". Deponent thereupon shipped to said Foster 130 barrels of flour of the value of $559.. About the 11th day of August 1886, at the City of New York, deponent received from said Foster a draft hereunto annexed and marked Ex."C". Deponent caused said draft to be presented to the acceptors at No.66 Queen Victoria Street in the City of London, and received therefrom a communication hereunto attached and marked Ex."E".

July 15

Wherefore, by reason of the premises deponent charges that the said Foster did wilfully and with intent to defraud by aid of said order for the payment of money, so

drawn by said Foster, obtain from deponent the said goods, wares and merchandise, to wit: the said flour, when he, the said Foster knew that he was not entitled to draw on the drawee for the sum specified in said order, and

Wherefore, deponent charges that the said Foster stole the said $559., and in violation of Section 529 of the Penal Code.

Wherefore deponent prays that a warrant may issue for said Foster and that he may be dealt with according to law.

Sworn to before me this
20th day of September 1886.

Joseph D Long

John J Gorman
Police Justice

Sec. 198–200

District Police Court.

CITY AND COUNTY OF NEW YORK, } ss.

Jay W. Foster 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. Jay W. Foster

Question. How old are you?

Answer. 30 years of age

Question. Where were you born?

Answer. Nutadaus

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

Answer. 210 Canal 12 months

Question. What is your business or profession?

Answer. Journeyman Engineer

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

Jay W. Foster

Taken before me this 17th *day of* March 188 8

John J. O'Donnell *Police Justice.*

THE PEOPLE OF THE STATE OF
NEW YORK

Joseph De Lany

against

George H. Foster,

Defendant

Affidavit.

RANDOLPH B. MARTINE,
District Attorney,
No. 32 CHAMBERS STREET,
NEW YORK CITY.

Sec. 151.

2nd District Police Court.

CITY AND COUNTY OF NEW YORK, } ss. *In the name of the People of the State of New York; To the Sheriff of the County of New York, or any Marshal or Policeman of the City of New York:*

Whereas, Complaint on oath, has been made before the undersigned, one of the *Police Justices* in and for the said City, by Joseph de Lang

of Bowers Station Pennsylvania ~~Street~~, that on the 11 day of August 1886 at the City of New York, in the County of New York, the following article to wit:

One Car load of flour.

of the value of Fifteen hundred & fifty Dollars, the property of Complainant and William W. Grimm his Copartner.

was taken, stolen, and carried away, and as the said complainant has cause to suspect, and does suspect and believe, by George W. Foster

Wherefore, the said Complainant has prayed that the said Defendant may be apprehended and bound to answer the said complaint.

These are, Therefore, in the name of the PEOPLE of the State of New York, to command you the said *Sheriff, Marshals and Policemen,* and every of you, to apprehend the body of the said Defendant and forthwith bring him before me, at the 2 DISTRICT POLICE COURT, in the said City, or in case of my absence or inability to act, before the nearest or most accessible Police Justice in this City, to answer the said charge, and to be dealt with according to law.

Dated at the City of New York, this 20 *day of* September 1886

John J. Brennan Police Justice.

POLICE COURT ____ **DISTRICT.**

THE PEOPLE, &c.,

ON THE COMPLAINT OF

vs.

Dated ____ 188

Magistrate

Warrant—Larceny.

REMARKS.

Time of Arrest, ____

Native of ____

Age, ____

Sex ____

Complexion, ____

Color ____

Profession, ____

Married ____

Single, ____

Read, ____

Write, ____

The Defendant ____ *Officer* taken, and brought before the Magistrate, to answer the within charge, pursuant to the command contained in this Warrant.

Frank E. Sheldon *Officer.*

Dated ____ 188

This Warrant may be executed on Sunday or at night.

Police Justice.

W. Reid Gould, Law Blank Publisher and Stationer, 168 Nassau St., N. Y.

The People of the State of New York, TO

John J Gorman Police Justice of New York City

GREETING:

CERTIORARI TO CERTIFY CAUSE OF DETENTION.

We Command you, That you certify fully and at large to Our Supreme Court at a Special Term ~~of~~ to be held at Chambers at the Court House New York City

at

~~on~~ immediately after the receipt of this writ

the day and cause of the imprisonment of

Gay W Foster or George W Foster

by you detained; as is said, by whatsoever name the said Gay W Foster

shall be called or charged; and have you then this writ.

Witness, Hon George P. Andrews Justice of Supreme Court

the 21st day of Sept 18 86

George Foster Attorney

James A Flack Clerk.

0339

City & County of New York ss:

In pursuance to the within writ I hereby return the annexed affidavit and Exhibits, being all the papers in this cause now on file, with the Exception of some motions made before me this date, the same or not written by the Stenographer, which will be ready by 11 o'clock to morrow.

Very respectfully
John J. Kennedy
Police Justice

Writ dismissed
George J. Gudney
J.S.C.

Supreme Court

In the matter
of
Gay W. Foster

Certiorari

Pet.

BROADWAY,
CITY.

Within writ is hereby allowed
Sept 21, 1886.
Geo. J. Gudney
J.S.C.

0340

2 days Rec'd per 52
Sept. 21, 2 P.M.
Sept 25, 2 P.M.
Oct 2 2 P.M.

196 Police Court 2 District.

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

Forgetting the name
Pomeroy Station Pa.
Sec. by Farley

Offence Grand Larceny

BAILED,

No. 1, by ..... Residence ..... Street.

No. 2, by ..... Residence ..... Street.

No. 3, by ..... Residence ..... Street

No 4, by ..... Residence ..... Street.

Dated Oct 2 1886

Magistrate.

Officer.

Central Office Precinct.

Witnesses

No. ..... Street.

No. ..... Street.

No. ..... Street.

to answer

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

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

The People &c
against
George W. Foster

lality and County of New York, ss.

Charles H Vickery being duly sworn says, that he is one of the firm of Stedman & Vickery doing business in Utica, New York, and business of Flour Merchants at said place that on or about 1st day of March 1886 deponent had a correspondence and possessed certain letters from G. W. Foster & Co which said letters are hereunto annexed, and in pursuance of said correspondence, deponent shipped to said G. W. Foster & Co, about Ninety five barrels of flour and about thirty barrels of granulated meal all of the value of about Four hundred and fifty dollars, and no payment therefor received from said G. W. Foster & Co, the draft or order hereunto annexed, marked Exhibit "A" that in the regular course of this deponents business he caused said draft & the deposit

ited in his bank, and subsequently received it back unpaid and protested. Wherefore by reason of the premises, deponent charges that said Foster did obtain said property from deponent by aid of said draft so drawn by said Foster knowing, not entitled to draw on the drawee for the sum specified therein, wilfully with intent to defraud deponent of said property. Wherefore deponent prays that a warrant may issue for the arrest of said Foster for violation of Section 529 of the Penal Code, in order that he may be dealt with according to law.

Charles T. Vietry

Sworn to before me
this 22nd day of September 1886
John J. Gorman
Police Justice

The People ex rel
against
George M. Foster

City and County of New York, ss:

Henry Hartman being duly sworn deposes and says he resides in New York City, is a lawyer by profession and has his office at 146 Broadway in said New York City. That he is counsel for the firm of Stedman Vickery doing business in Attica New York, That on or about the 28th day of June 1886 he presented to the above named Foster the draft or order hereunto annexed, and demanded, that said Foster pay same; that said Foster thereupon stated he would not say whether said draft or order emanated from him or not, and would not say whether or not said draft or order bore his endorsement, and refused to process for an answer on that point; he, said Foster, did not give it, but confessed this depo-

ment to his said Foster's attorneys
Goldfogle & Cohen

Henry Hartman

Sworn to before me
this 22nd day of September 1886

John J Morrison
Police Justice

Sec. 198—200

CITY AND COUNTY OF NEW YORK, } ss.

2 District Police Court.

Gay W. Foster 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. Gay W. Foster

Question. How old are you?

Answer. Thirty years

Question. Where were you born?

Answer, Wisconsin

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

Answer. 210 East Eleventh St; Eight Months

Question. What is your business or profession?

Answer, Banker & Broker

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; and I am Advised by Counsel that there is no Evidence or proof that I have Committed any offence.

Gay W. Foster

Taken before me this _____

day of _____ 188

Lathrop Ellsworth Police Justice.

0346

KERR BROS.,
—DEALERS IN—
FLOUR, MEAL, FEED, ETC.,
UPPER SANDUSKY, OHIO.

Wm. H. Parsons & Co.
27 State St.
N. Y. City.

If not called for in Ten Days, return to
WM. P. KENT,
Attorney at Law,
OWENSBORO, KY.

Mess. Wm. H. Parsons & Co.,
27 State St.,
Newyork,
N.Y.

G. L. HAYS
PIKETON
MANUF
FLOUR, MEAL
PIKETON, OHIO.

0347

If not delivered in 10 days return to
Buffalo Milling Company,
—MANUFACTURERS OF—
PATENT AND FANCY FLOUR,
FREEPORT, - - - - PENN'A.

FREEPORT PA

Chas W. H. Parsons & Co
27 State Street New York

EDVILLE JUL 28 1888 VA.

Nelson H. Parsons & Co
1027 State Street
New York City
N.Y.

W. A. PORTER & CO.,
Riverview Mills,
+ + ROLLER PROCESS, + +
CLEARFIELD, PA.
Return if not Delivered within Ten Days.

Mr. Nelson H. Parsons & Co
27 State Street
N.Y.

Recd. 9 a.m. Sept. 27

Lancaster Sept 27th 1886

Mr Byrnes Inspector!

Dear Sir!

Will you be so kind and let me know, whether this Mr. G. W. Foster No 42 Broadway, that was arrested on Sept 21th. is the same G. W. Foster that Cared on Business on No 25 Fulton Str & 204 Water Street & upstairs. in feb & he cheated me out of $300. he wrote to me for Samples, then he orderd 25.000 Cigars to be paid on 10 days sight then he send me a bogus Draft on a London Bank. and that is the way he got me in to it, he cheated

other men besides me
in Lancaster County!
if I had him in Lancaster
I would have him in Jail long
ago, he got my Cigars under
false Representation, he give
me such men as Sweet &
Son, foot on fulton ~~for~~ Street
for Referents. I seen the
Artickel in the New York &
Philadelphia papers, I cut
give you a good history
of him, I hope he will
end his life in Jail.
Enclosed you will find a
letter that was rote a few
days ago.
Hoping that you will do
me that favor & right me a
answer. I remain
Yours truly
John P Wolf.

0351

AGENT FOR
BANKVEREENIGING,
GRÜN & CO.,
AMSTERDAM.
L'UNION DES BANQUES
GRÜN & CO.,
BRUSSEL.
115 Boulevard Anspach.
FILIALE TE FRANKFORT A/M
Neue Kräme, 26,
HOOFDAGENTSCHAPPEN,
ROTTERDAM
EN
KOPENHAGEN.

G. W. FOSTER,
IMPORTER & EXPORTER,
GENERAL MERCHANDISE,
42 BROADWAY & 51 NEW ST.,

NEW YORK, Aug 12th 1886.

Henry A. Conklin.
141 Pearl St.
City

Dear Sir.

This will introduce Mr S. M. C. Godfrey Banker of London. England. You will please move the invoice of 130 Barrels flour for him as per his instructions and send your bill for same to me.

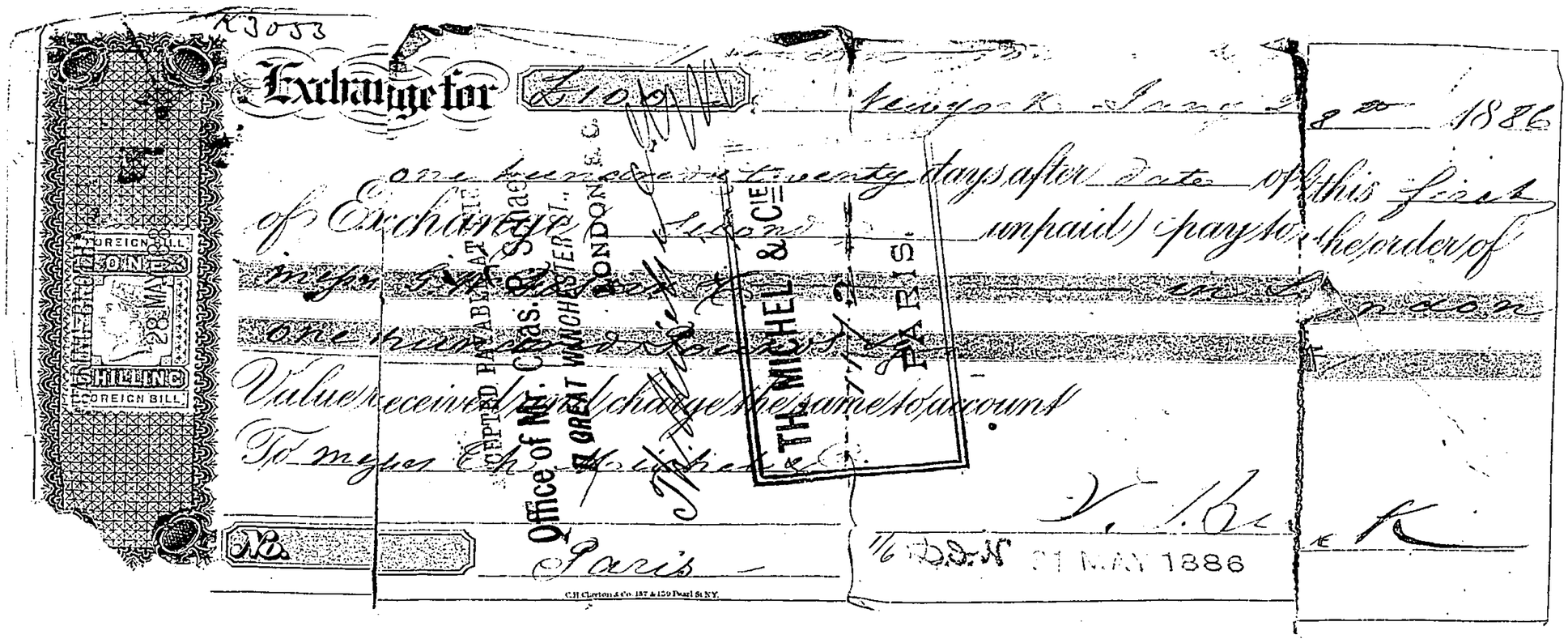
Very Truly Yours.
G W Foster

(X)
C P Co
9/87

0352

Unused
Draft

0353



0354

Pay Stedman & Vickery
OR ORDER, VALUE
NEW YORK.
G. M. Foster & Co.
Pay the Mercantile National Bank or order
Stedman & Vickery

Pay MERCANTILE NAT. BANK,
NEW YORK, or order, for the Acct. of
J. H. LOOMIS & CO.
BANKERS,
ATTICA, N.Y.
C. E. LOOMIS, Cashier.

PAY TO THE ORDER OF
BARING BROTHERS & CO.

In Re Geo H Foster aka Gay H Foster

(Copy) Lindell Hotel, St. Louis, Mo.

Jan. 20th, 1886.

Messrs.

Gentlemen:-

I am just in receipt of yours of the 15th, and in reply would say that this man "Foster" has posted my name on his cards and circulars without any authority from me, and I have written to him that he will oblige me by substituting some other "feller" as I do not care to be a party or give any encouragement to his swindling operations. I bailed him out of jail, and while he was in Chicago he was arrested and sent up for forging in forging labels on Arnolds ink bottles. He was also arrested for some Telephone alleged swindle and left Chicago and went to Europe. He did not return to Chicago. He has never made his several schemes work on me. I have never taken any stock in that individual and do not propose to, and if you had written me before you had dealings with him, you would have saved your money and trouble. Iam only sorry you have been so unfortunate as to be led astray by such a schemer.

Yours truly,

Alvin Hurlbert, Proprietor, Lindell Hotel

0357

Colby - Bennett Bldg -
Feby 22 1909

Randolph B. Martin
Dist. Atty. for
New York County

Sir

If there has been any demand made for a personal conference for my testimony in the Prosecution pending against Gov. Sh. Yorke. It was done wholly without my knowledge, or sanction.

Please read & consider my such aide as is in my power without any fault consideration. that my freedom - in order that I may provide for my family by my own exertions. Awaiting your bidding

I am most Respectfully yours
Wm. N. Parsons

The People
vs
Geo. F. Foster

Indicted
Oct 1886.

—OFFICE OF—

THE BUFFALO MILLING COMPANY,

CORNER SECOND AND BUFFALO STREETS,

Roller Process, Patent and Fancy Flour,

CAPACITY, 125 BARRELS PER DAY.

Freeport, Pa., July 26th 1886

Miss H. H. Parsons & Co
New York

Gentlemen will you please advise us as to the standing of ~~J. H. Foster~~ Mr G. H. Foster Computer and Computer of General Mdse 48 Broadway New York

Very Respt Yours
Buffalo Milling Co

AGENT FOR
BANKVEREENIGING,
GRÜN & CO.,
AMSTERDAM.
L'UNION DES BANQUES
GRÜN & CO.,
BRUSSEL.
115 Boulevard Anspach.
FILIALE TE FRANKFORT A/M
Neue Kräme, 26,
HOOFDAGENTSCHAPPEN,
ROTTERDAM
EN
KOPENHAGEN.

G. W. FOSTER,
IMPORTER & EXPORTER,
GENERAL MERCHANDISE,
42 BROADWAY & 51 NEW ST.,

NEW YORK, July 16 1886.

Dear Sirs,

I am just in receipt of a particular enquiry from a large House in London, England, in regard to Flour for export I am also authorized by them to place an important order at once, at certain figures, which order I hold their draft to cover.

Will you please quote me your best export prices, delivered on board Cars at your place also forward me samples, and state how many car-loads you could ship me per Month.

Very Truly Yours,

G. W. Foster,

tt.

0361

AGENT FOR
BANKVEREENIGING,
GRÜN & CO.,
AMSTERDAM.
L'UNION DES BANQUES
GRÜN & CO.,
BRUSSEL.
115 Boulevard Anspach.
FILIALE TE FRANKFORT A/M
Neue Kräme, 26,
HOOFDAGENTSCHAPPEN,
ROTTERDAM
EN
KOPENHAGEN.

G. W. FOSTER,
IMPORTER & EXPORTER,
GENERAL MERCHANDISE,
42 BROADWAY & 51 NEW ST.,

NEW YORK, July 27 1886.

Buffalo Milling Co
Freeport Pa.

Gentlemen:

Your samples rec'd which are satisfactory. You may send me at once a trial order of one car of your Standard @ $4.75 per bbl.

Enclose B of L. with your invoice & on receipt of same I will remit at once draft covering the same providing you send me draft for 2½% off amt of order as my commission & you agree to give me 2½% on all other orders sent to you & filled.

My references are Mess Wm E. Richards, Banker 38 Broad & Mess Wm H Parsons, Leo 29 State St. N.Y. & Mess Grün & Co. Amsterdam. If this car is satisfactory I will contract with you for the amt mentioned (2 to 5 carloads per week)

Very Truly Yours
G W Foster

0362

AGENT FOR
BANKVEREENIGING,
GRÜN & CO.,
AMSTERDAM.
L'UNION DES BANQUES
GRÜN & CO.,
BRUSSEL.
115 Boulevard Anspach.
FILIALE TE FRANKFORT A/M
Neue Kräme, 26,
HOOFDAGENTSCHAPPEN,
ROTTERDAM
EN
KOPENHAGEN.

G. W. FOSTER,
IMPORTER & EXPORTER,
GENERAL MERCHANDISE,
42 BROADWAY & 51 NEW ST.,

NEW YORK, Aug. 17th 1886

The Buffalo Milling Co
Freeport Pa.

Gentlemen:

Please fill my order as per instruction in letter of the 27th inst or cancel my order, as I must deliver flour before making collection

You may ship in round hoop bbls

My references as before stated are Mr. Wm E. Richards, Banker, 38 Broadway, Mess Wm H. Parsons & Co 24 State St. N.Y. & Mess. Grün & Co. Bankers, Amsterdam

Very Truly Yours.

G W Foster

0363

AGENT FOR
BANKVEREENIGING,
GRÜN & CO.,
AMSTERDAM.
L'UNION DES BANQUES
GRÜN & CO.,
BRUSSEL.
115 Boulevard Anspach.
FILIALE TE FRANKFORT A/M
Neue Kräme, 26,
HOOFDAGENTSCHAPPEN,
ROTTERDAM
EN
KOPENHAGEN.

G. W. FOSTER,
IMPORTER & EXPORTER,
GENERAL MERCHANDISE,
42 BROADWAY & 51 NEW ST.,

NEW YORK, Sept 2nd 1886.

Buffalo Milling Co.
Freeport.
Penn.

Gentlemen.

Enclosed please find draft for £120, on S.M.C. Godfrey & Co. London Eng. to cover invoice of 19th ult. Please send receipted bill for same and accept my thanks for draft $14.84 covering my commission. Please also state how soon you could make the next shipment of one or more cars and state if you can not quote a lower price for new wheat. Please excuse delay on account of summer vacations of myself and clerks.

Very Truly Yours,
G. W. Foster.

0364

Bonifacio
Alvia
Lorenzo

AGENT FOR
BANKVEREENIGING.
GRÜN & CO.,
AMSTERDAM.
L'UNION DES BANQUES.
GRÜN & CO.,
BRUSSEL.
115 Boulevard Anspach.
FILIALE TE FRANKFORT A/M.
Neue Kräme, 26.
HOOFDAGENTSCHAPPEN.
ROTTERDAM
EN
KOPENHAGEN.

G. W. FOSTER,
BANKER AND BROKER,
42 BROADWAY & 51 NEW ST.,

Phila and NEW YORK, Sept 8th 1886

Mr Glasmire
2061 North front St

Dear Sir
Your note
Recd in reference to Jacors
please find Enclosed our printed
Form. please read it over attentively
and if it may Suite You and You can
Comply with it" please Call on me
at Your Convenience

Truly Yours
G. W. Newton

St. Elmo Hotel
Room 119 - 4th & Arch Sts
hours 9 to 12 1 to 4

Note
No 1

AGENT FOR
BANKVEREENIGING,
GRÜN & CO.,
AMSTERDAM.
L'UNION DES BANQUES.
GRÜN & CO.,
BRUSSEL.
115 Boulevard Anspach.
FILIALE TE FRANKFORT A/M.
Neue Kräme, 26.
HOOFDAGENTSCHAPPEN.
ROTTERDAM
EN
KOPENHAGEN.

G. W. FOSTER,
BANKER AND BROKER,

42 BROADWAY & 51 NEW ST.,

Philadelphia and NEW YORK, Sept 11th 1886

Wm Glasspoole Esq

Dear Sir

if you wish the loan you mentioned to me the other day I will state how you must proceed to obtain it make out a Statement of how much is your present Capital what does it Consist of for what length of time you wish the loan i.e. - you will be charged 5% Commission on the full amount and if we Entertain your Statement and make you the loan it will be forward to you by draft's. as you must State what Size you want them to suit your Convenience the draft's will be drawn on a New York House Excepted by J. M. C. Godfrey Sandon and Made payable to G. W. Foster 42 Broadway N.Y. City. Commission payable in advance as c.o.d per Express find Enclosed blank notes to fill up and Enclose with Statement for amount desired to G. W. Foster

Very Truly Yours
G. W. S. Newton
St. Elmo Hotel

P.S. I shall return to New York this afternoon and may not return until the 18th
G.W.N.

AGENT FOR
GRÜN & CO.,
BANKERS,
AMSTERDAM.
L'UNION DES BANQUES,
BRUSSEL,
FRANKFORT,
ROTTERDAM,
AND
KOPENHAGEN.
LONDON & PARIS.
CABLE ADDRESS:
"Ryewheat Newyork."

G. W. Foster,
Banker and Broker,
42 Broadway & 51 New St.,
New York, Sept 15th 1886.

Mr. Wm Glassmire.
2061. N. Front St.
Philadelphia.
Penn.

Dear Sir.

In reply to your esteemed favor of 13th inst will say I send you today by Adams Ex Company C.O.D. as per instructions drafts at 4 months, 6 months, 9 and 12 months of $250. each in exchange for your notes of like amounts and dates.

Very Truly
G. W. Foster.

New York
No 1

AGENT FOR
GRÜN & CO.,
BANKERS,
AMSTERDAM.
L'UNION DES BANQUES,
BRUSSEL,
FRANKFORT,
ROTTERDAM,
AND
KOPENHAGEN.
LONDON & PARIS.
CABLE ADDRESS:
"Ryewheat Newyork."

G. W. Foster,
Banker and Broker,
42 Broadway & 51 New St.,
New York, Sept 17th 1886.

Mr. Wm Glassmire.
2061 North Front St.
Philadelphia
Penn.

New York Nov

Dear Sir,

Your esteemed favor is at hand and in reply I will say that you are entirely mistaken in regard to the bank drafts sent you to cover your 4. 6 - 9 - & 12 month notes, You certainly must understand that they are drawn against Bankers, by a New York merchant in good standing and the said drafts will be accepted at my bank at their face value without discount in settlement of the loan at any time when presented, If your note is so good at the bank why don't you borrow your money in Philadelphia instead of coming to me for a loan. Should you desire to exchange the drafts after having paid the Express Co you may do so, and have them made out in any odd amounts or exchanged for other notes.

Very Truly Yours G W Foster

Whenever handle any drafts or notes under $50, Each, you may exchange and cut drafts and have it cut up in small drafts at any time you chose.

AGENT FOR
BANKVEREENIGING,
GRÜN & CO.,
AMSTERDAM.
L'UNION DES BANQUES
GRÜN & CO.,
BRUSSEL.
115 Boulevard Anspach.
FILIALE TE FRANKFORT A/M
Neue Kräme, 26,
HOOFDAGENTSCHAPPEN,
ROTTERDAM
EN
KOPENHAGEN.

G. W. FOSTER,
IMPORTER & EXPORTER,
GENERAL MERCHANDISE,
42 BROADWAY & 51 NEW ST.,

Ex A.
C1 e

NEW YORK, July 15 1886

Dear Sirs

I am just in receipt of a particular enquiry from a large House in London, England, in regard to Film oil for export — I am also authorized by them to place an important order at once, at certain figures. Which order I hold their draft to cover.

Will you please quote me your best export prices, delivered on board Cars at your place, also forward me samples, and state how many Car-loads you could ship me per Month.

Very Truly Yours.

G. W. Foster.

H.

0370

AGENT FOR
BANKVEREENIGING,
GRÜN & CO.,
AMSTERDAM.
L'UNION DES BANQUES
GRÜN & CO.,
BRUSSEL.
115 Boulevard Anspach.
FILIALE TE FRANKFORT A/M
Neue Kräme, 26,
HOOFDAGENTSCHAPPEN,
ROTTERDAM
EN
KOPENHAGEN.

G. W. FOSTER,
IMPORTER & EXPORTER,
GENERAL MERCHANDISE,
42 BROADWAY & 51 NEW ST.,
NEW YORK, July 24 1886.

Messrs Grim & DeLong
Bowers Station Pa.

Ex 1st Gentlemen:

Your sample rec'd & is satisfactory. You may ship me at once a trial order of one car of your straight grade flour @ $4.30 per bbl.

Enclose B. of L. with your invoice & on receipt of same I will remit at once, draft covering the full amt. of order, providing you send me draft for 2½% of amt. as my commission & agree to give 2½% of amt of all future orders sent to & filled by you. My references are Mr Wm E. Richards Banker #38 Broadway, Mess Wm H. Parsons & Co. 27 State St. N.Y. & Mess Grün & Co. Bankers, Amsterdam, Holland.

If this car is satisfactory I will contract with you for the amt. mentioned (2 cars per week)

Very Truly Yours
G W Foster

Ex. Ex. Ex. Pa.
183

0371

AGENT FOR
BANKVEREENIGING,
GRÜN & CO.,
AMSTERDAM.
L'UNION DES BANQUES
GRÜN & CO.,
BRUSSEL.
115 Boulevard Anspach.
FILIALE TE FRANKFORT A/M
Neue Kräme, 26,
HOOFDAGENTSCHAPPEN,
ROTTERDAM
EN
KOPENHAGEN.

G. W. FOSTER,
IMPORTER & EXPORTER
GENERAL MERCHANDISE,
42 BROADWAY & 51 NEW ST.,

N. C. Exp. B.
6 P. 2

NEW YORK, August 7th 1886

Grim & De Long
Bowers Station,
Penn.

Gentlemen, Your draft $559. was presented for payment, by the First National Bank at sight, which was contrary to my order.

Please refer to my order and you will see that I was to remit draft on delivery of the bill of lading and invoice of flour.

You have placed me in a position where I cannot deliver, collect or pay for this invoice. Please instruct your bankers to deliver the bill of lading at once or mail it to me yourselves and I will remit draft on receipt of same with another order, if this invoice proves satisfactory to me.

Very Truly Yours.
G W Foster

0372

Blank No. II.

COMPAGNIE FRANÇAISE DU TÉLÉGRAPHE DE PARIS À NEW YORK
French Atlantic Cable,
New York Offices, 40 BROADWAY and 51 NEW STREET.

No. 179 c
No. of Wds. 6
Time Rec'd 11 41

The following message is received from the French Atlantic Cable Company, subject to the TERMS AND CONDITIONS printed on the back hereof, which are ratified and agreed to.

Sept 6

From London To Foster Forty Broadway Ny

Here must get Another office

Godfrey

No Inquiry respecting this Message can be attended to without the production of this Paper.

No. 28

Monarch Line Steamships,

PATTON, VICKERS & CO., Ship Agents,
35 BROADWAY, N. Y.
LONDON OFFICE:
JOHN PATTON, Jr., & CO., Farch Avenue.

ATTENTION OF SHIPPERS IS CALLED TO THE ACT OF CONGRESS OF 1851.

"Any person or persons shipping Oil of Vitriol, Unslacked Lime, Inflammable Matches, or Gunpowder, in a ship or vessel taking cargo for divers persons on, Freight, without delivering AT THE TIME OF SHIPMENT a note in writing expressing the nature or character of such Merchandise to the Master Mate or Officer, or person in charge of the lading of the ship or vessel, shall forfeit to the United States ONE THOUSAND DOLLARS."

G C

F S
M Ey M

ALL RISK OF FIRE OR FLOOD WHILE GOODS ARE ON THE DOCK TO BE BORNE BY SHIPPERS.

Freight on 130 Brl at 2/- per each £13.0.0
Primage, 13.0
Charges, —
Total, £13.13.0

Unz & Co., Printers, 1 Bowling Green, N. Y.

Received, in apparent good order and condition, by The Royal Exchange Shipping Co. (Limited), from A. M. B. Godfrey to be transported by the good Steamship "Lydian MONARCH" now lying in the Port of NEW YORK and bound for LONDON.

One Hundred & Thirty Barrels Flour

being marked and numbered as per margin (weight, quality, contents and value unknown), and to be delivered in like good order and condition at the port of **London**, unto M B Godfrey & Co. 66 Queen Victoria St E.C. or to his or their assigns, he or they paying freight on the said goods on discharge unless prepaid at the rate of

with five per cent. primage and charges as per margin. General average payable according to York-Antwerp Rules.

IT IS MUTUALLY AGREED that the Ship shall have liberty to sail without pilots; to tow and assist vessels in distress; to deviate for the purpose of saving life or property; to convey goods in lighters to and from the ship at the risk of the owners of the goods but at ship's expense; and, in case the ship shall put into a port of refuge, to tranship the goods to their destination by any other steamship.

IT IS ALSO MUTUALLY AGREED that the Carrier shall not be liable for loss or damage occasioned by causes beyond his control, by the perils of the sea, or other waters, by fire from any cause or whatsoever occurring; by barratry of the master or crew, by enemies, pirates, or robbers, by arrests and restraint of princes, rulers or people, riots, strikes, or stoppage of labor: by explosion, bursting of boilers, breakage of shafts or any latent defect in hull, machinery or appurtenances, by collisions, stranding, or other accidents of navigation of whatsoever kind even when occasioned by the negligence, default, or error in judgment of the pilot, master mariners, or other servants of the ship owner, not resulting, however, in any case from want of due diligence by the owners of the ship or any of them, or by the Ship's Husband or Manager); nor for heating, decay, putrefaction, rust, sweat, change of character, drainage, leakage, breakage, or any loss or damage arising from the nature of the goods or the insufficiency of packages: nor for land damage: nor for the obliteration, errors, insufficiency or absence of marks, numbers, address or description nor for the risk of craft hulk, or transhipment; nor for any loss or damage caused by the prolongation of the voyage.

1.—IT IS ALSO MUTUALLY AGREED that the Carrier shall not be liable for Gold, Silver, Bullion, Specie, Documents, Jewelry, Pictures, Perfumeries, Embroideries, Works of Art, Silks, Furs, China, Porcelain, Watches, Clocks, or for Goods of any description which are above the value of $20 per cubic foot or $500 per package, unless bills of lading are signed therefor, with the value therein expressed, and a special agreement is made.

2.—ALSO, that Shippers shall be liable for any loss or damage to Ship or Cargo caused by inflammable, explosive or dangerous goods, shipped without full disclosure of their nature, whether such shipper be Principal or Agent; and such goods may be thrown overboard or destroyed at any time without compensation.

3.—ALSO, that the Carrier shall have a lien on the goods for freight, primages, and charges also for all fines or damages which the Ship or Cargo may incur or suffer by reason of the incorrect or insufficient marking of packages or description of their contents.

4.—ALSO, that in case the Ship shall be prevented from reaching her destination by Quarantine, the Carrier may discharge the goods into any Depot or Lazaretto, and such discharge shall be deemed a final delivery under this contract, and all the expenses thereby incurred on the goods shall be a lien thereon.

5.—ALSO, that goods are to be received by the Consignee immediately the Vessel is ready to discharge and continuously at all such hours during the day and night as the Custom Authorities may give permission for the Ship to work. And it is expressly understood that the Articles named in this Bill of Lading shall be at the risk of the Owner, Shipper or Consignee thereof as soon as delivered from the tackles of each Steamer at her port of destination; and they shall be received by the Consignee package by package as so delivered, and if not taken away the same day by him, they may (at the option of the Vessels Agent) be sent to Store or Warehouse, or permitted to lie where landed, at the expense and risk of the aforesaid Owner, Shipper or Consignee, and subject to rent. The Collector of the Port is hereby authorized to grant a general order for discharging immediately after the entry of the Ship.

6.—ALSO, that Freight payable on weight is to be paid on the gross weight delivered from the steamship; freight payable on measurement is to be paid on the cubic contents as measured at New York, and entered on the margin hereof; full freight is payable on damaged goods; but no freight is due on any increase in bulk or weight caused by the absorption of water during the voyage. Freight, if payable at port of destination, to be paid in cash without deduction, and before delivery of any portion of the goods specified. Freight prepaid in New York is considered earned at time of payment, and is not recoverable by the shipper or consignee under any circumstances, vessel lost or not lost.

7.—ALSO, that if on a sale of the goods at destination for freight and charges, the proceeds fail to cover said freight and charges, the Carrier shall be entitled to recover the difference from the shipper.

8.—ALSO, that in the event of claims for short delivery when the Ship reaches her destination, the price shall be the market price at the port of destination on the day of the Ship's entry at the Custom House, less all charges saved.

AND FINALLY, in accepting this bill of Lading, the Shipper, Owner, and Consignee of the goods agree to be bound by all of its stipulations, exceptions and conditions, whether written or printed, as fully as if they were all signed by such Shipper, Owner, or Consignee.

In Witness whereof, the Master or Agent of the said Ship hath affirmed to 2 Bills of Lading, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated in NEW YORK, this 20th day of August 1886.

For the Agents.

0374

INCORPORATED 1799.

CERTIFICATE OF INSURANCE.

MARKS & NUMBERS

G

$ 559

(THE)

No. 16702

Providence Washington Insurance Company

OF PROVIDENCE, R.I.

New York August 20 1886

This Certifies, That J. M. C. Godfrey & Co.

is insured under, and subject to the conditions of Open Policy No. 20050

of THE PROVIDENCE WASHINGTON INSURANCE COMPANY, in the sum of

Five hundred & fifty nine Dollars in Gold

On 130 Barrels Flour

Valued at sum insured

on board the S. S. "Lydian Monarch"

at and from New York

to London

Free of particular average, unless the vessel be stranded, sunk, burned or in collision.

Including all risks of craft to and from the vessel, each lighter or craft to be considered as if separately insured.

Loss, if any, payable to J. M. C. Godfrey & Co. or order

hereon, upon return of this Certificate.

This Certificate represents and takes the place of the Policy, and conveys all the rights of the Original Policy-holder, for the purpose of collecting any loss or claims, as fully as if the property was covered by a special policy direct to the holder of this Certificate, and free from any liability for unpaid premiums.

J. B. Branch Secretary. J. De Wolf President.

Not valid until countersigned by ROBERT N. MARTIN, at NEW YORK.

Countersigned this 20 day of August 1886 J. B. Branch Jr. AGENT.

AMOUNT. $

RATE. per cent.

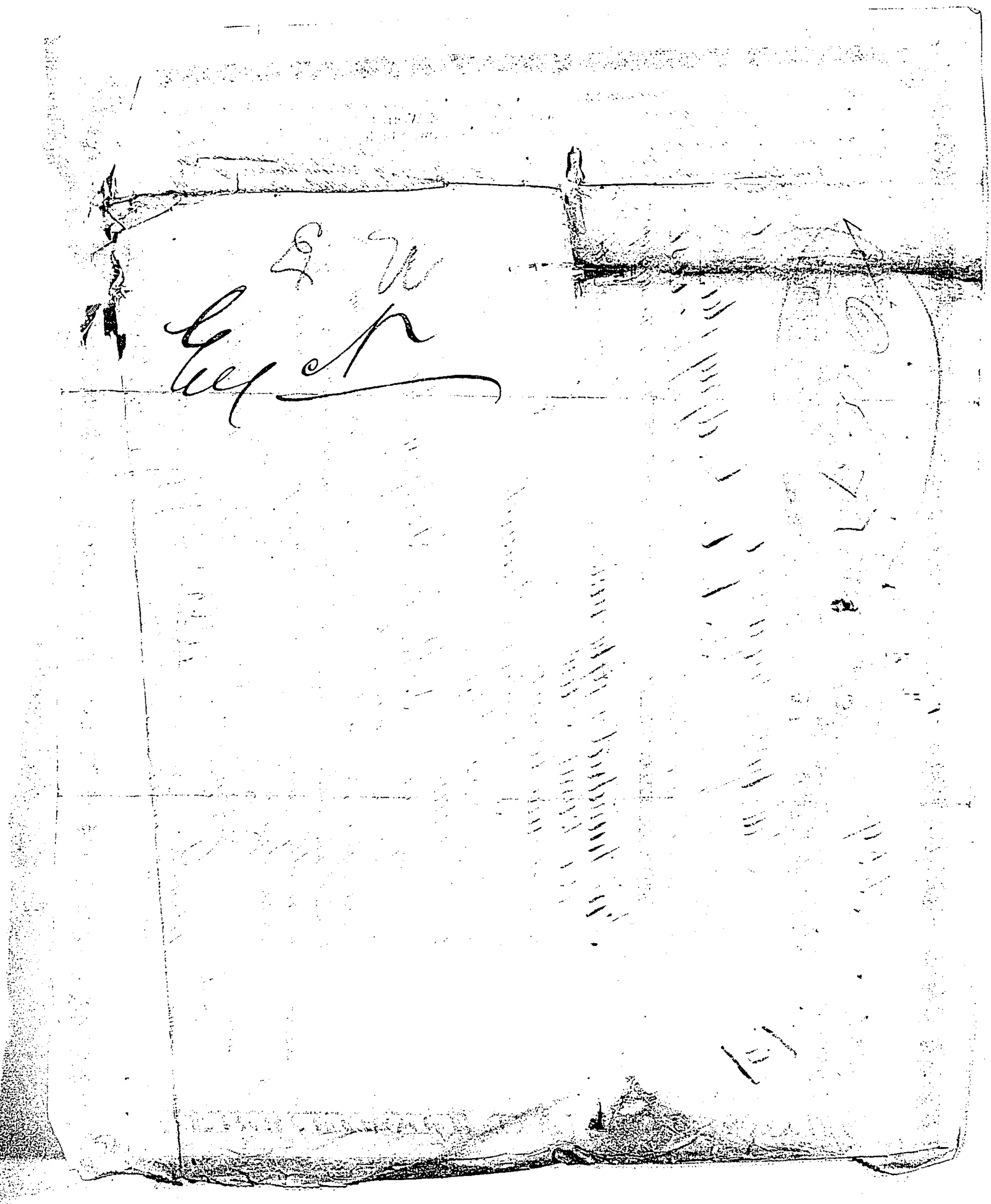
PREMIUM. $

This is specially agreed that all policies issued under this certificate shall be subject to the jurisdiction of the courts of the State of New York, and adjudged by E. E. Wendt, Underwriters' Agent, London, and finally by Messrs. Brown, Shipley & Co. in London, at the rate of Four Dollars and ninety five cents to the Pound Sterling. Claims to be adjusted according to the laws and usages of London, and payable in London in Sterling Money, free from all British Income Tax, and free from all British Stamp Duties, and free from all other taxes, charges and expenses whatsoever, and free from all British Stamp Duties, and free from all other taxes, charges and expenses whatsoever, and free from all British Stamp Duties, and free from all other taxes, charges and expenses whatsoever.

Liverpool & Knight, Prov. R.I.

CAPITAL $400,000.

0375



0376

II

Exchange for £115-1- at New York Aug. 11th 1886

Three Days after sight of this First of Exchange (second and third unpaid) Pay to the order of

Messrs. Grace Brothers

One Hundred & Fifteen Pounds Sterling

Value received and charge the same to account of

To Sub Godfrey & Co

66 Queen Victoria St.

No. 1.000 London E.C.

Sub Godfrey

254

Constantin Schmidt 51 & 53 Broad St. N.Y.

30 AUG 1886

0377

PAY TO THE ORDER OF
EUGENE KELLY & CO.
for Collection
Grim & DeLong

Pay the CONSOLIDATED BANK, Limited
OR ORDER.
for Collection

FOR THE
CONSOLIDATED BANK LIMITED
MANAGER

0378

D. P STEDMAN. C. H VICKERY.

Sept No 1 12
8 5/86

MONTHLY STATEMENT.

Attica, N. Y., Apr 7th 1881

Mr G W Fosten & Co

In acc't with Stedman & Vickery.

Mch 17	To Invoice		482 50
Apr 7	" "		547 50
			1030 00
Mch 31	By Proceeds of Foreign draft	484 00	
	" Shortage on Exch. Mch	1 25	
		490 25	
			539 75

Statements rendered monthly. Compare with your books and report if there be found discrepancies Amount due, (if any), please favor us with.

0379

you had not rec'd Foreign draft of £125.

We sent it to you on 14 inst. in an ordinary letter, and in said letter asked you to send us "something that we could use". In the same letter, we asked you to send us the "second" of the first Foreign draft £100.

We hold your of 19" in answer to part of said letter, showing that you rec'd the letter. If there is anything the matter, it must be in your Office as your of 19" shows that you rec'd the letter containing Foreign draft of £125.

If it is a matter of time in payment,

(over)

0380

Please answer this immediately, and give us directions for the next car.

Send us New York draft, or something that we can use, for last car.

Very Rushly Yours

Stedman & Vickery

0381

D. P. STEDMAN. C. H. VICKERY.

Office of

WEST AVENUE MILLS,

STEDMAN & VICKERY, Proprietors.

CUSTOM GRINDING A SPECIALTY.

Flour, Meal, Bran and Millfeed constantly on hand.

Attica, N. Y., April 24th, '85.

G W Foster & Co.

0382

of car of Flour, say so, and we will give it, but we do not like to be disappointed.

We have the other car of Flour about ready to ship, and will ship it as soon as you say so, and will

0383

New York, August 13th 1886.

Mess. Grim and D. E. Long,
Bowers Station
Penn.

To G. W. FOSTER, Dr.,

42 Broadway and 51 New Street,

Aug 12	To 2½ % Commission on Sale of flour amounting to		$399.00
	(130.) Bbls to S M C Godfrey & Co.	$13.98	
	66 Queen Victoria St. London E.C.		
			$13.98

Please remit check

0384

STENOGRAPHER'S MINUTES.

District Police Court.

THE PEOPLE, &c., IN COMPLAINT OF

Guy H. Foster

BEFORE HON. John J. Gorman

POLICE JUSTICE,

Sept 27 1886

APPEARANCES: For the People, Geo. Gogle

For the Defence, Sept 27 1886

INDEX.

WITNESSES.	Direct Ex.	Cross Ex.	Re-Direct.	Re-Cross.
D. D. Long	5	6	15	
Vickery	15.	19		
Hartnagum	20	25		
Delecia Sheehan	26	27		
Motions				

M. J. Tracy

Official Stenographer.

0385

2 District Police Court.

THE PEOPLE,
ON COMPLAINT OF
G. H. Foster

agst.

Examination had September 22 1886

Before John J. Gorman Police Justice.

I, M. J. O'Leary 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 Jos. D. Long and all witnesses as taken by me on the above examination before said Justice.

Dated Sept 22 1886

M. J. O'Leary
Stenographer.

John J. Gorman
Police Justice.

New York Sept 21st 1886
Second District Police Court
Hon John D. Gorman, Presiding

The People
vs.
George H. Foster

Counsellor Goldfogle, If your Honor please, I move for the discharge of the Defendant on the ground that he is not the person named in the warrant, that his name is now and always was Geo H. Foster, and that he never was known or called by the name of Geo H. Foster, save in the alleged information and warrant in this proceeding, and we now offer to produce evidence in support of this plea and motion.

Motion to discharge

District Attorney Ommby
We demur to the Plea, — the simples

Mr Van Nay is to amend the Complaint. He is the man mean and intended and charged with the offense.—

Counsellor Goldfogle — If this man, the Defendant, had been called John Doe, there could be no question between myself and the learned District Attorney; but when the person is charged under a name, and this real name unknown, unless that was his real name he cannot be held, — it is not the proper mode of proceeding — our Client & Mizzenner is entitled to be heard and if there is any question as to our right, I am prepared to show our authority.—

Judge Norman — Counsellor your client is charged with an Offense against

The Clerk, Sir, the person so charged is now before me, the person charged with the commission of the offense so charged by Geo. H. Foster, if the error has been made it can be corrected.

Counsellor Goldfogle, I move to discharge the Defendant.

Dis. Att. Dimby — I move to amend the complaint, so that the name in the Jurat conform to my H. Foster.

Motion allowed

Counsellor Goldfogle, I move to dismiss the Information and discharge the Defendant, on the ground that it does not appear by the legal and competent evidence that the Defendant has committed any offense against the laws of this State; it is necessary for the prosecution to

Motion denied

Prove the facts of the guilt of the person charged.

Motion denied; Defendant held for Examination in the sum of ($2500) twenty five hundred Dollars.

Sworn to before me
this 17th day of Sept 1886

M. J. Tracy
Stenographer of the
2nd Dis Police Court

24

The People
vs
Guy W. Foster

Dep Atty Gen

0860

Joseph D. Long being duly sworn, deposes and says, that he is a Miller, and does business at Powers Station Ohio, that he is the Complainant that this affidavit (the first one) is, viz.

Q. Do you know the Defendant?

A. I know him.

Q. State what took place between you and him?

A. I went to his Office at 47 Broadway, I got in the first Office and inquired for him.

Q. What took place, what did you say or he say?

A. He told me when I gave him the Bill of Lading, he said I must come in the afternoon, he would have fixed the Draft and we

Would tell me, Sir, was about 10 months ago, and I would take the after noon train to 3 P.M.

Q. John Lee Phree Was between Bellmont Hester?

A. I cannot tell exactly the Bill for this draft.

Q. Did you receive this draft from him?

Yes Sir.

Q. What did you do with it?

A. I gave it to the Bank, this is the same draft I mean Certainly

Cross Examination.

Q. Are you a member of any firm?

A. Yes Sir, Grunewald & Lang of Bowers Station Penn

Q. Mention any particular occasion.

A. Yes, on the first letter we wrote to.

Q. The first letter to which Government instructed us to reply (E.A.)

A. Mr. Spi.

Q. How soon after the receipt of that letter did you call on Mr Foster at his office?

A. After the flower was sent.

Q. How many days weeks or months after the receipt of that letter (E.A.) did you call on Mr Foster Office?

A. Which letter do you mean?

Ans The letter you have just identified (E.A.) I went there on the 11th of Aug, when

(41)

Q. Did that work made that time in your office?

A. Well, to a. m. perhaps a little earlier or later.

Q. Did you call the Committee that had charge of the engrossing of Senate 77 & Senate 3 in the Office and designated for them that the bill, No. 4, Senate, 3 that they came down the Hall and then we wanted the Bill and the Bill of Rights, so they went that & bring and the bill me & come back at that afternoon.

Q. Anything else?

A. That is all I know or remember.

Q. Did you receive the bill of lading of ship?

A. Yes, I did some morning when was it that the delivered the draft to you?

Q. On the 15th of July 1886 and no conversation whatever with his father from the receipt of his letter of July 15th to the morning of ship 11th 1886?

A. No.

Q. On that morning you delivered to him the bill of lading?

A. Yes Sir.

Q. Without receiving or knowing anything of the draft, except that he said he would get the draft for you in the after noon?

(K)

Q. He said he remembered a draft for me in the afternoon.
What draft?
A. This draft here.
Q. Did you see any language
A. He said I will have the draft
Count. Did you see the draft in the morning?
A. No Sir.
Count. What did he say in regard to the draft?
A. He said he would fill up the draft as he expected money.
Do you see any language?
A. Yes Sir.
Q. "As the Contract and"
What do you mean by a Contract?
A. The letter.

6

Q. Have the letters mentioned been marked by Mr Bridges during the proceedings before the C.C.?

A. I think that is referred to.

Q. So that you know nothing in the morning as to who was the owner of the Draft.

A. We were going to give the Draft whole to the Officer.

Q. Did you never see Gow?

A. No Sir.

Q. Nor the master, nor the owner?

A. No Sir.

Q. On the morning about 10 o'clock Gow started with the possession of your goods absolutely, before that time Gow had started or delivered Gow

(8)

Q. Where is Jim?

A. He went the other about to the Faster.

Q. How long before?

A. He was gone in an hour or two.

Q. Did see in his hand that was before the letter marked (E.B.)?

A. Yes Sir.

Q. It was not till after the delivery of the report and the delivery of the Bill of Lading and the Bill for Duty that you obtained and received his Draft on Hunt-ington for the Merchandise?

Counsel Attorney=I concede that the facts are as you stated and that the answer of the witness will have to be in the affirmative.

Q. In the afternoon of Aug 11th this draft was delivered by Mr Foster?

A. Yes Sir.

Q. What time in the afternoon was that?

A. I gave it to you, between one and three o'clock?

Q. You then left his office?

A. Yes Sir.

Q. You deposited that draft where?

A. With Eugene Kelly auditor for collection.

Q. When next did you see the draft?

A. On Sept 20th/86

Q. You knew nothing of the draft in the interim time?

A. No Sir.

9

Q. On the 20th of Sept from whom did you get it?

A. I received it in the District Attorney's Office.

Q. Did you digest know that the draft had been paid till you got Notice in the District Attorneys Office?

A. Yes, I got notice a week ago.

Q. How did you come to go to the District Attorneys Office?

A. Through information from Mr Frizell; he is in Mr Kelly's Bank.

Q. What day did you deposit the draft with Kelly and Co?

A. The next day after I got it.

Q. It is true, it is it, as stated just now

by the District Attorney, prior you were advised by him to deposit the draft the next day?

A. Yes Sir

Q. Is it true?

A. Yes Sir

Q. You are positive?

A. Certainly I do, positively, I have no desire to recall that statement.

Q. Then you were in New York the evening of Aug 12th?

A. Yes Sir.

Q. Did you deposit the draft in the morning or afternoon?

A. In the morning.

Q. Did you see the District Attorney between one o'clock on the 11th of Aug and noon of the 12 of August

Q. Do you connected with this office?

A. No.

Q. What did you say to Billy McCoy on the day of the murder?

A. I told Mr. Farrell not to let him to keep in our collection, knowing at this time that the boys would not be met, as expected it would not be met.

Q. Was suspicious you had in the time you told Mr. Farrell?

A. Yes sir.

Q. You are positive about that?

A. Distrusted, or mistrusted about it.

Q. You do not desire to recall that statement

13

No Redirect

Q. You got the draft from Preston?

A. Yes Sir.

Q. Where did you go after you left Williamsburgh through the night the night morning of the 9th with Mr Darrell

Q. Did you come to New York after?

A. I came direct.

Q. How long after you were released was it till you came back?

A. One week

Q. And you came in response to a communication from Mr Kelly the Banker

A. Yes Sir. I was introduced to the Detective and they sent me to the District Attorneys Office

Dis. Attorney — Have you told Mr. Moore to go to Eugene Kelly and have the Draft deposited and sent through for collection.

A. Yes Sir!

Q. You went to the District Office?

A. Yes Sir, and Mr. Joseph Crane went with me.

Q. You have been asked if you suspected that the Draft was no good; what made you suspicious around as to its not being good?

A. By the time I got the Draft, I mistrusted it, for I had parted with the flour, and took the Draft

Sworn to before me
this 22nd of Sept 1886

Police Justice

14

(15)

Q. James H. Quirkey, age 33 years, I reside at 1111 Spring Lizzie in Allen U.S.

Q. Have you a number of an Gun?

A. Yes Sir!

Q. Did you ever see Stan Draper (G.R. of this Date)

A. Yes Sir!

Q. Did you receive a letter or communication from Hester?

A. Yes, I received Stan communication,

Q. This is the first one in response to which you entered into correspondence

A. Yes Sir.

Q. And received Stan letter (4 B),

A. Yes Sir

Q. In pursuance of Stan correspondence what did you do?

Counsellor Goldfogle. I object

as the correspondence is not in evidence; the question does not refer to it and the witness is at liberty to say anything and everything under the question, which takes in a wide scope.

Have you shipped any flour to Hester and Co?

I did.

Interrogt. Subject — we are never trying our complaint, but of the complaint on the witnesses part. The subject matter of this complaint is quite clear, and whether this man or another man shipped flour, that is not the question to be inquired into here.

Further Attorney. I anticipated

your objection; In this class of frauds, we are allowed to introduce other similar transactions to prove fraud.

Court. I think it is proper to introduce this evidence at this time.

Q. State as near as you can the time you shipped the first car of flour?

A. About the middle of March/85

Q. How much flour did you ship?

Counsellor Goldfogle, I object on the ground that it is immaterial and irrelevant, and too remote.

Dist Attorney Brady— If it were within two years or any reasonable time— if it is not too remote— the

Did you sell flour in March or April

Court The object of this line of examination is to connect the Defendant with other cases of a similar character, and show that he has been guilty of similar transactions with other people

I do not think the time too remote

Witness I do not know I do not recollect 95 barrels of flour and 30 of meal

Q. Do you know Geo H. Foster and Co New York

Q. Are you familiar with their Correspondence (Ex A)

A. Yes Sir, we got the Draft and put it in the Bank and they sent it to New York

(19)

(Cross Examination)

Q. Did you never say Mr. Wooster up to the present time?

A. Never Sir

Sworn to before me this 7th day of June 1886

Police Justice

Henry Hartman being duly sworn, deposes and says, that he is a Lawyer by profession, age 42 years, and has his Office at 115 Broadway.

Q. Do you know the Prosecutrix

A. Yes Sir, she is my client.

Q. Do you know the Defendant?

A. Yes Sir.

Q. Did you ever see him?

A. Yes Sir.

Q. When did you receive it?

A. Sometime in June 1886.

Q. Did you visit the Defendant Foster?

A. I did.

Q. State what took place.

A. I received that ring

(70)

from Stanyan and Victoria streets the 13th day of June 1886, I think it was the same day, if not the next day that I called at the Office of Foster, and was told that he was out, and that he would be in at 7 o'clock; I called again and saw a German man by the name of Bleckman, Mr Foster was not in, according to directions I received, I called several times, morning and afternoon and Mr. Foster never reported to be out at his Office, then on the 28th of June 86 I called there and saw Mr Foster the Defendant, at about 11 o'clock.

Q. Was the Draft in its present shape?

A. Yes Sir, except

2/ 20 2/

This memorandum I made at it. I asked him if any it, and he said he had anything to do with it, I then asked if the indorsement on the draft was his, and he said he would not say whether it was or not, I told him I called for the money and represented the firm of Stevenson and Hickey, and then I mentioned the money, and after more or less conversation of that kind, he referred me to his Counsellors Goldfogle and Cohen and he gave me their card and said they would talk to me about it.

Dis. Att. Denny. I offer the correspondence.

Counsellor Goldfogle. I object, on the ground that the offer

no evidence, and that the corresponding is not given nor the draft proved to be in the handwriting of the defendant. There is no evidence that the letters or draft were or was signed by the defendant. On the contrary the last witness said he never saw Mr. Foster till he was brought in court.

District Attorney Finny, = We have proven that previous letters were received and in pursuance of that correspondence, we shipped the goods & drawn and received the draft on the house in Paris, the draft coming back protested we sent this draft & Mr Foster, Gay & Foster. The only Foster to be found, and he declined to say whether

Do you know or not.

Witness continued

Q. How did you come to go to the Office of Mr Foster?

A. Sometime in April or May, I got a letter from Mr Swinnard Secretary.

Q. Do you know whether Mr Foster is the same Foster that keeps an Office on Fulton St?

A. He is the same man that carries on the same kind of business.

Court The result of the correspondence was that your Clients in Attica, parted with their Flour, I think it proper to admit the letter.

Counsellor Goldzogle. I take an exception.

Witness — When I visited Mr Fisher on Fulton St and

(20)

Our Hie, Anne Mozie of Letlez, O. Inu ex-Convict, and Ground Jonathan and Trinity

Sworn before me this 17th day of Sept 1856

Police Justice

(21)

Detective Shelton of the Central Office being duly sworn, testifies and says

Q. Did you make the arrest of the Defendant?

A. Yes Sir

Q. Did you search him?

A. Yes Sir, we found papers, keys and papers on him

Q. Where are the papers?

A. Here they are.

District Attorney offers these papers in evidence, first Policy of Insurance (Pl. 1 of this date) Pl. 2, Bill of Lading and Pl. 3 a Receipt.

(Mos. Sent)

Q. You found other besides the papers in evidence?

A. No. I found this paper.

Q. Do you testify to that positively?

(34)

Q. Do you not find these papers in my hand on him?

A. Oh, I got this bunch of papers.

Q. Will all the Cable messages and any if there were not found at the Defendant's Office (E.5, 6. and 8 produced) in evidence

His Attorney Purdy — That is the Case for the People)

Sworn to before me this 22nd day of Sept 1886

Police Justice

Motion by Counsellor Goldfogle to move to dismiss the Complaint and discharge the Defendant on the ground that it has

not been shown that he is guilty of the offense charged in the Criminal Warrant, and on the ground that the Prosecution has failed to prove or establish the commission of any criminal offense by the Defendant; all ~~XXXX~~ that we have in this of proof is the statement of Long and he, tells the Court that he suspected the Draft was not good, and he felt confidence in his suspicion at the time, and that before that time he parted with his goods; he say the Draft is not fraudulent, and even then the prosecution have failed to make a case.

His Attorney Purdy — If it please the Court; — in dealing

with Larceny we must remember, that all Law is based on Common sense; we have a new statute, not yet, in this phase, passed upon by any court; but this is the first case. The indictment of Hard was under this same provision of the Statute; he drew checks on the 1st N. Bank and deposited in the Marine Bank. There was no question that Mr Hard had a very large account there; but it was for his procuring our certification where he had no right to draw. — I have no right to draw on a Bank where I have no money. In this case we prove that the Draft was given and protested.

Court. The motion is denied, and Exception asked and allowed.

Court Do you propose to offer evidence in behalf of your client?

Counsel. Goldfogle, - I will in due time.

Adjourned to Saturday Sept 25th 1886 at 20'clock

September 25th

Motion by Counsel Goldfogle, I move to strike out and expunge from the records the Affidavit of H. E. Dale, on the ground that the Affidavit was not taken before an Officer authorized to take depositions to be used in proceedings of this nature, and on the further ground

that such Affidavit is not properly authenticated.

Court — Your motion is denied —

Counsel — I now ask the Justice to produce H. C. Dole before further proceeding, for Cross Examination —

District Attorney Murray — Your Honor — Mr Dole is not within the jurisdiction of the Court, but in London, England.

Court — I think your Motion would be a proper one before a Trial Court, the question with me is whether a Crime has been Committed and to ascertain if there is probable Cause to hold for that Crime, I will not direct that he be brought to New York.

Counsel — I take an Exception,

Counsel — I offer this telegram showing the identity and existence of Goodfrey & Co.

Dist. Attorney, The Prosecution concede that (Ex 1) was delivered to the Cable Co 47 minutes past 5 o'clock on the 21st of Sept 86, and that the same was delivered to the Direct Cable Co by the Defendants Counsel on behalf of the Defendants, that the contents of the paper was transmitted by the Direct Cable Co 48 minutes past 5 o'clock Sept 21st 86 —

Curr. No objection to its ~~[illegible]~~ admission

Counsel — The Prosecution concede that at 57 minutes past 4 o'clock on the evening of Sept 21st in response to the last Dispatch, there was received in the

regular course of their business this Dispatch (Ex 2) and also a memorandum or the Co' certification of the authenticity of these Dispatches (Ex 3) all admitted

Adjourned to Tuesday Sept 28th at 2 o'clock

Sept 28th 1886

The People vs Geo. Mc Carey
by H. Foster
Motion

Counsel for Defendant moves to dismiss the Complaint and discharge the Defendant on the ground that the depositions of C.H. Bickery and Hartman are insufficient to warrant the detention of the Defendant, as such depositions do not state facts to show the commission of a criminal offense by the Defendant.

Motion denied.

District Attorney — Q Produce Mr Bickery for Cross Exam.

Q When did you ship the flower to H. V. Foster?

A About the middle of March.

Q. Can you give the date?

A. Sometime about the 19th of March 1856

Q. Do you remember anything by which you can refresh your recollection as to the precise date?

A. Yes is the Bill. Before that time had you seen Mr Foster?

A. Never nothing about him before that time.

Q. Give what you learned from the former complaint purporting to be this letter?

A. Never nothing of Mr Fisher but from the letters received from him. There are two letters, I shipped the flour from Attica N.Y.

Q. Were there nothing else since you left the flower but these letters?

A. Nothing else.

Letters marked (E) 1 and 2 introduced in evidence.

Q. The terms of these letters of March 1st were complied with by Foster?

A. Yes Sir.

Q. When was it that you first saw the Indf. received?

A. I have been somewhere about March 20th 1886, I don't remember just the date.

Q. About how many days after the shipment of the goods?

A. 5. 6. or 4 days.

Q. How were the goods marked when they left Attica New York

4

Q. Geo. J. Foster & Co. New York by the Erie Road. Have you the receipt?

A. With authority did you deposit the draft?

A. I deposited it with J. L. Lewis & Son Bankers, and received it back. That is all I know about it.

Q. Was demand on the draft made?

A. The next day after I received it.

Q. Did it not be returned sooner?

A. I think in July 1866

Q. Beyond the fact that Lewis and Son, returned the draft informed you knew nothing?

A. No

4

A Clerk is all, I know anything else. It was in the same condition when I received it, as it is now, when it came from the Bank. We made out the bill and shipped the Flour to J. W. Foster and Co, and sent the bill with the Flour — This is a copy of the Original —

Adjourned to Saturday Oct 2/86 at 2 O'clock

Examination Continued Saturday Oct 2nd 1886

Counsellor Goldfogle — I move to dismiss the Complaint, and discharge the Defendant, on the ground that the proofs are insufficient to warrant his further detention, as the commission of a crime by Defendant has not been proven.

The affidavit of Mr Hartman, does not show that Foster obtained the property by aid of the draft, then all there is, is the deposition of Mr Vickery, who says he had a correspondence and then shipped the steer; then there are no facts on crime.

Motion to dismiss denied.

2nd

District Police Court.

Geo H. Foster
Grand
Larceny.

STENOGRAPHER'S TRANSCRIPT.

Sept 27 1886

BEFORE HON.

John J. Gorman

Police Justice.

E. J. Tracy

Official Stenographer.

0640

Witnesses. Jay. W. Foster;
Grim and De Lery Case.

Carey & Sons. Storage Warehouse,
165 Washington St. City.
Stored 130 Bbls flour from Grim & De Lery about Dec 5th 1886, in my name in the name of J. W. Foster.

Book Keeper for H. A. Conklin, Truckman 14th Pearl St. (Basement)
Caused truckmen to pay freight on this same 130 Bbls flour to R.R. Co's Freight Agent and to deliver the flour to Carey & Sons. for storage in my name.

Conklin (Truckman) afterwards moved this same flour at the order of S.M.C. Godfrey from Carey & Sons Warehouse to the Steamer "Lydian Monarch" of the Monarch Line Steamship Company ~~31 or 35~~ which was lying at Pavonia Ferry Jersey City, after having delivered the flour in the first instance to another Steamship Co through a misunderstanding of the clerk.

Clerk at Monarch Steamship Co.
31 or 35 Broadway.
Who signed or dated Bills of Lading to Godfrey after Godfrey had written them and [illegible]

0432

White Star Steamship Co
31 or 35 Broadway.

S.M.C. Godfrey sailed from N.Y. to Liverpool Eng on the "Brittanic" steamship of the "White Star Line" about August 20th his name is on the printed passenger list and the clerk who sold him his ticket could probably describe him.

S.M.C. Godfrey stopped at the "Coleman House" Broadway City for some months last Spring and we want the Register of the House to show his signature and the clerk there who knows him and speaks very highly of him.

Max Salore. 560 St. Ann's Ave City
or White Plains N.Y. Harlem
Knows S.M.C. Godfrey.

C. W. Otis #3 Pacific St. Bklyn
Knows [illegible]

0433

0434

M. B. Kennedy.

B. M. COWPERTHWAIT & CO.,
151 to 165 CHATHAM ST.,
NEW YORK.

P. O. BOX 2646.

0436

Friend Parsons

Hurry up and get notes from Austin and come to Stevens House and send me word when you arrive there as I want to see you.

J W Foster

0437

INCORPORATED UNDER THE LAWS OF THE STATE OF GEORGIA.

THE Foster Electric Light Company

CAPITAL $1,000,000.

SHARES $10, EACH

No. 3. 50. SHARES

THIS IS TO CERTIFY, that Jay W. Foster is entitled to Fifty Shares of TEN DOLLARS each, in the Capital Stock of the **Foster Electric Light Company**, transferable only on the Books of the Company, in person or by Attorney, on the surrender of this Certificate.

In Witness Whereof, the President and Secretary of the said Company have hereunto subscribed their names this Fourteenth day of January 1885.

W. W. Richards, Secretary — Jay W. Foster, President

CHAS. HANT & SON, LITH. 36 VESEY ST. N.Y.

0438

For value received, ... hereby sell, transfer, and assign to .....

the Shares herein mentioned, and do authorize .....

..... to make

the necessary transfer on the Books of the Company.

Witness, ... hand and seal this .....

day of 18

Gay W. Foster
G. W. Foster

0439

MEMORANDUM.

FROM UNZ & COMPANY,
MANUFACTURING
STATIONERS & PRINTERS,
1 BOWLING GREEN.

NEW YORK, 1886
To [illegible]

Please Deliver to [illegible]

18th as promised (Thursday)
we are ready up

[illegible]

and charge to account of

0440

0441

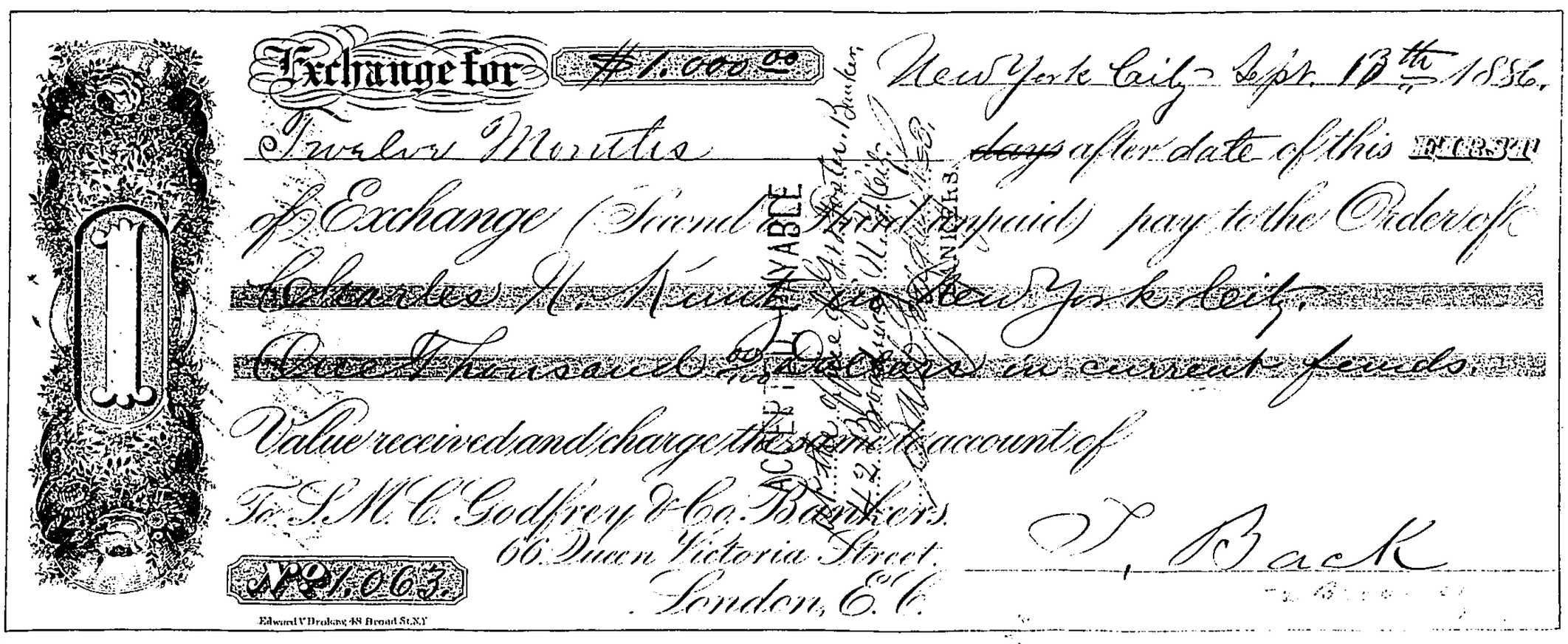
RETURN TO
W. H. PARSONS & CO.,
27 STATE STREET,
NEW YORK.

Mrs Parsons
Property
later from Atlantic

0442

Thomas
Trefler

0443



Exchange for $1,000.00 New York City Sept. 13th 1886.

Twelve Months ~~days~~ after date of this FIRST of Exchange (Second Unpaid) pay to the Order of

Charles H. Marsh & Co. New York City,

One Thousand Dollars in current funds.

Value received and charge the same to account of

To S. M. C. Godfrey & Co. Bankers.
66 Queen Victoria Street.
London, E.C.

No. 1,063.

T. Back

Edward V Brokaw 48 Broad St. N.Y.

0444

L. S. GRAVES.

FRED. B. GRAVES

L. S. GRAVES & SON,

MANUFACTURERS OF PASSENGER AND FREIGHT ELEVATORS. SHAFTING. PULLEYS. HANGERS. &c.

Cor. Frank & Center Streets.

CLEVELAND, OFFICE, 203 SUPERIOR ST.

~~Rochester, N.Y.~~ Sep 30 — 1886

Thomas Byrnes Esq —
Supt Detective Bureau
Sheldon & Heard New York —

Rec'd 9 a.m. Oct 1 1886.

Dear Sir.

As I expected the draft sent by Foster has been returned. I enclose it to you in this. I suppose you are keeping all papers I send to you together so that I can get them at any time. Have you come across a note which I sent Foster & which he has in his possession. This was taken as security for the loan. Is there such a man as T. Back in N.Y.? Trusting to hear from you if I am needed I am

Yours Truly
Chas H. Kurtz.

OFFICES OF
W. H. PARSONS & CO.,
27 STATE STREET.

New York, Aug 2nd 1886

The Buffalo Milling Company
Freeport Pa.

Gentlemen.

Yours of the 26th received in answer to which we state that we have had business with G. W. Foster for a number of years & know him as a businessman of good standing and great reliability, and with A1 Credit.

Respectfully Yours.
W. H. Parsons & Co.

Also [illegible]

Please Read carefully

9649

WILLIAM E. RICHARDS,
BANKER AND BROKER.

Cable Address, "Alembic, Newyork."

OFFICES:
NO. 38 BROADWAY.

Entrances to Offices: 28, 40 & 42 Broadway, and
49, 51 & 53 New Street.

NEW YORK, July 28 1886

Buffalo Milling Co.,
Freeport. Pa.

Gentlemen:-

Your favor 26th inst. at hand. Mr. G.W. Foster has been doing more or less business with me for about five years. I consider him very responsible.
Bock's Commercial Agency quote him as worth $25000 in the clear, - credit good.

Yours truly,
Wm E. Richards

0448

—OFFICE OF—

THE BUFFALO MILLING COMPANY,

CORNER SECOND AND BUFFALO STREETS,

Roller Process, Patent and Fancy Flour,

CAPACITY, 125 BARRELS PER DAY.

Freeport, Pa., Sept 23 1886

Police Central Office
New York

Yours to hand and we send you Enclosed some letters that may be of some information Foster Bought a car load of flour from us sent thirty day draft But we do not suppose Draft to amount to anything But it was transacted all on the Strength of the Reference given we might just say Foster and his other Swindlers have got us for $625.00 we send you all letters and any suggestions or information we can give in the matter we shall do freely and hope you will capture all of the Gang Connected Please let us hear from you and Return to us the letters when you are done with them

Very Respt Yours

Buffalo Milling Co
Freeport
Armstrong Co Pa

0449

Buffalo
Milling Co
Parsons
Can
explain the
Lawsuit

Parsons

0450

No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

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

THOS. T. ECKERT, General Manager. NORVIN GREEN, President.

NUMBER	SENT BY	REC'D BY	CHECK
88	Phy	H Pollock	

Received at CLEVELAND, O. 10 P. M., Standard Time. 9/14 1886

Dated, Newport 14

To Chas N Kuntz

Cleve O

Draft registered by mail this morning been out of town

G N Foster

0451

0452

L. S. GRAVES. FRED. B. GRAVES.

L. S. GRAVES & SON,

MANUFACTURERS OF PASSENGER AND FREIGHT ELEVATORS, SHAFTING, PULLEYS, HANGERS, &c.

Cor. Franklin & Centre Streets

Cleveland 29 F Superior St.
~~Rochester, N.Y.~~ Sep 23 — 1886

Police Department
P M
SEP 24 1886

$50.00

Chief of Police
New York City — RECEIVED

Dear Sir:—

I enclose you a clipping which I have just seen in a local paper. I have had some dealings with this man G. W. Foster 42 Broadway to this extent. I would in the first place desire that my name be kept from the public if you can proceed without using it. I have received from time to time circulars from Foster one of which I enclose. I wrote him asking if I could make a loan of $1000.00 on my promissory note. I enclose his answer of Aug 27th. I thereupon sent him my note together with N.Y. draft for $50.00 his commission. I signed my name Chas. He returned my note for me to sign Charles which I did. Waiting a number of days & not hearing from him I wired him & he wired back saying draft was sent, see telegram. I enclose you a letter of 13th inst which came with draft. I could not get draft discounted here & yesterday (22nd) I gave it to bank to send to N.Y. see if it could be discounted there, also sending letter to Foster telling him of my action. But from the clipping

L. S. GRAVES. FRED. B. GRAVES.

L. S. GRAVES & SON,

Cor. Frank & Centre Streets.

MANUFACTURERS OF PASSENGER AND FREIGHT ELEVATORS, SHAFTING, PULLEYS, HANGERS, &c.

~~Rochester, N.Y.~~ 188

I take that the draft will not be discounted. You had better though keep this information quiet for a few days & wait until I hear from my bank what has been done with draft. If you want any explanation about any of these points I have given you I will try & answer them. If this man is a swindler as I am lead to suppose from ~~to~~ clipping you can have my testimony if necessary —

Yours Truly

Chas W. Kuntz.

208 Superior St
Cleveland O.

0454

AGENT FOR
BANKVEREENIGING.
GRÜN & CO.,
AMSTERDAM.
L'UNION DES BANQUES.
GRÜN & CO.,
BRUSSEL.
115 Boulevard Anspach.
FILIALE TE FRANKFORT A/M.
Neue Kräme, 26.
HOOFDAGENTSCHAPPEN.
ROTTERDAM
EN
KOPENHAGEN.

G. W. FOSTER,
BANKER AND BROKER,
42 BROADWAY & 51 NEW ST.,

NEW YORK, Aug 27 1886.

Chas H. Kurtz
208 Superior St.
Cleveland O.

Chas H. Kurtz
AUG 30 1886

Dear Sir.

Your references are satisfactory and I will loan you as per enclosed circular terms $1,000 on your own account for time desired in draft or drafts as specified and if you will give a good endorser I will aid you to $10,000 or $100,000 in same manner if endorser is satisfactory to me.

Very Truly Yours
G W Foster

AGENT FOR
BANKVEREENIGING.
GRÜN & CO.,
AMSTERDAM.
L'UNION DES BANQUES.
GRÜN & CO.,
BRUSSEL.
115 Boulevard Anspach.
FILIALE TE FRANKFORT A/M.
Neue Kräme, 26.
HOOFDAGENTSCHAPPEN.
ROTTERDAM
EN
KOPENHAGEN.

G. W. FOSTER,
BANKER AND BROKER,
42 BROADWAY & 51 NEW ST.,

NEW YORK, Sept 4th 1886.

Mr Chas N. Kurtz.
Cleveland.
Ohio.

Dear Sir.

You omitted to put your name on the note in full. Charles, N, Kurtz, and forgot to date the same at Cleveland. Ohio. You will find enclosed your cancelled note. Please sign the new one and return to me.

Very Truly Yours.
G. W. Foster.

Chas N. Kurtz.
SEP 7 1886

AGENT FOR
BANKVEREENIGING.
GRÜN & CO.,
AMSTERDAM,
L'UNION DES BANQUES.
GRÜN & CO.,
BRUSSEL.
115 Boulevard Anspach.
FILIALE TE FRANKFORT A/M.
Neue Kräme, 26.
HOOFDAGENTSCHAPPEN.
ROTTERDAM
EN
KOPENHAGEN.

G. W. FOSTER,
BANKER AND BROKER,
42 BROADWAY & 51 NEW ST.,

NEW YORK, Sept 13th 1886.

Mr Chas. H. Kurtz.
Cleveland.
O.

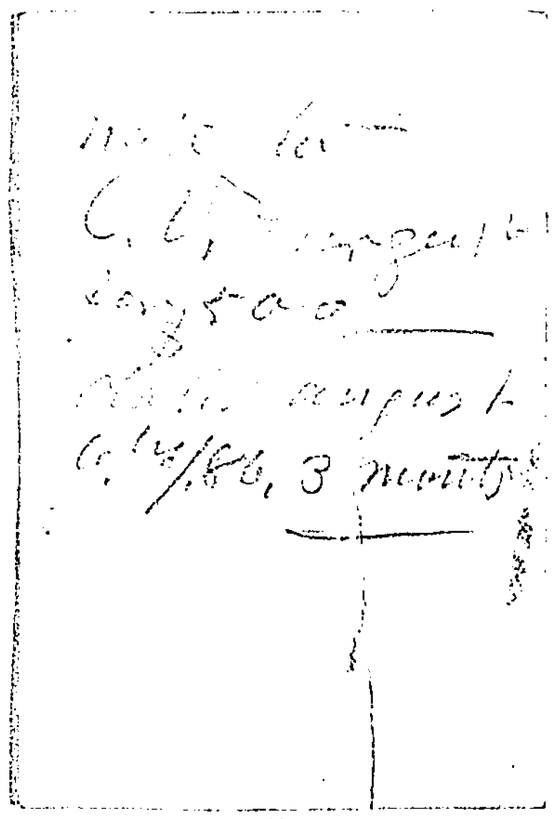
Dear Sir.

Enclosed please find draft No. 1063. 12 mos unit of $1.000. made payable to your order, drawn by T. Buck. Wholesale Tobacco & Cigars 5 & Broad St. on S. Melgodpeyrles Bankers formerly 66 Queen Victoria St. London E.C. now 17 Salisbury. cable address of Godpeyrles is (Oatbelt) London. Should you desire to pay up your note of $1.000. corresponding with time and amount of this draft, in a shorter space of time and you can satisfactorily secure me I will make you as much larger loans as you may desire and if you wish to act as my agent in Cleveland. I can put you in the way of making considerable money by dividing equally the commissions on loans.

Very Truly Yours.
G. W. Foster.

Registered.

0457



0458

W. H. PARSONS & CO.,
27 STATE STREET,
NEW YORK.

$ 105, 00/100 New York July 21st 1886

Sixty Days after date I promise to pay to

the order of P. Fisher

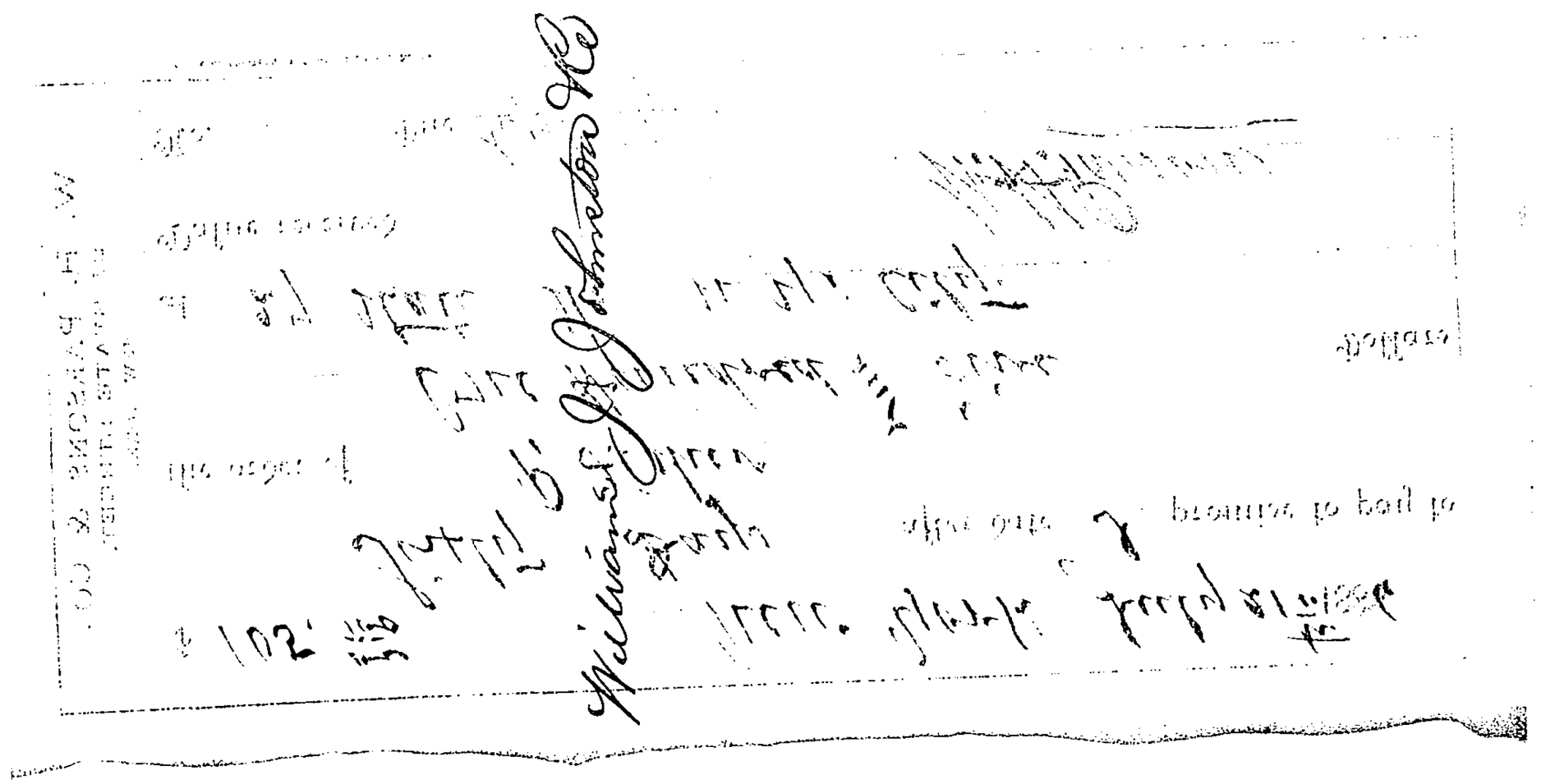
One Hundred and Five Dollars

at 27 State St. N. Y. City.

Value received W. H. Parsons

No. Due Sept 21/86

UNZ & CO., PRINTERS, 1 BOWLING GREEN, N. Y.



0460

INCORPORATED UNDER THE LAWS OF THE STATE OF GEORGIA.

THE Foster Electric Light Company

CAPITAL $1,000,000.

SHARES $10. EACH

No. 71. 100. SHARES

THIS IS TO CERTIFY, that Gay N. Foster is entitled to One Hundred Shares of TEN DOLLARS each, in the Capital Stock of the **Foster Electric Light Company**, transferable only on the Books of the Company, in person or by Attorney, on the surrender of this Certificate.

In Witness Whereof, the President and Secretary of the said Company have hereunto subscribed their names this 30th *day of* April 1886.

Wm. E. Richards — *Secretary*

Gay N. Foster — *President*

CHAS. HART & SON, LITH. 36 VESEY ST. N.Y.

0461

For value received, ... hereby sell, transfer, and assign to ..... the Shares herein mentioned, and do authorize ..... to make the necessary transfer on the Books of the Company.

Witness, ... hand and seal this ..... day of 18

Gay N Foster

0462

May, 14/1,86

Received from Geo. E. Tompkins thirty seven dollars a security for his honesty as Collector & Salesman the same to be held thirty days after leaving our employ providing his accounts are all honest & straight

Wm. Johnston & Co

27 STATE STREET. 27 STATE STREET.

0463

Troublesome PO
Buckingham Co Va
July 27th 1886

Messrs H. H. Parsons & Co
Gents

Mr E. T. Page has a Draft drawn upon by himself Twelve months after sight & accepted by you & made payable at 42 Broadway The Office of Mr G. W. Hasten Banker he says it is a loan, & will be cashed as soon as presented to the Office in New York.
I do not exactly understand it, Please write me by return mail if it will be paid over if presented, as he wants me to cash it. & I do not feel

0464

disposed to pay out cash for Papers
unless it is a cash transaction
& will be paid as soon as presented
to you or the office invoice
payable at.

Yours very truly &c
J. B. [illegible]

0465

W. A. PORTER & CO.,

RIVERVIEW ✣ MILLS.

ROLLER PROCESS.

FLOUR and FEED
Always on hand.

Clearfield, Pa., July 29 1886.

Messrs. W. H. Parsons & Co
Gentlemen!
We have been referred to you in regard to G. W. Porter's financial standing. Her address is 42 Broadway & 51 Pine Street N.Y.
We will be very thankful for a prompt answer
Respectfully
W. A. Porter & Co.

0466

KERR BROS.,

MILLERS AND DEALERS IN FLOUR,

CORN-MEAL, MILL-FEED, ETC.

UPPER SANDUSKY, OHIO, July 26th 1886

Wm H. Parsons & Co
27 State St. N.Y.

Gentlemen
Please inform us by return mail of the financial standing of G. W. Foster 42 Broadway & 37 New St. N.Y.

Yours Respectfully
Kerr Bros.

Law Office of WM. P. KENT,

Owensboro, Ky., July 23rd 1886

Mess. Wm. H. Parsons & Co.
27 State St, New York.

Gentlemen:

Give you please write me something of the commercial standing and financial responsibility of G. W. Foster of 42 Broadway. He refers me to you.

Very truly
Wm. P. Kent

G. L. HAYS. F. M. HAYS.

OFFICE OF

PIKETON ROLLER MILLS,

G. L. HAYS & CO., PROPRIETORS.

MANUFACTURERS OF

ROLLER FLOUR, MEAL AND MILL STUFFS,

Piketon, O. 188

VI

STATE OF NEW YORK.
Executive Chamber,
ALBANY.

March 20th, 1888.

Sir:

Application for Executive clemency having been made on behalf of Gay W. Foster---------- who was convicted of grand larceny, 1st degree, in the county of New York------ and sentenced February 15, 1887, to imprisonment in the Sing Sing Prison---------- for the term of six years, one month----------, I am directed by the Governor respectfully to request that, in pursuance of Section 695 of the Code of Criminal Procedure, as amended in 1884, you will forward to him a concise statement of the facts and circumstances developed upon the trial, or upon the preliminary examination, or before the coroner's jury if no trial was had, together with your opinion of the merits of the application. Will you also inform the Governor of any other matters having a bearing upon this case which have come to your knowledge since conviction?

It is particularly requested that each letter of inquiry from the Executive Chamber should be separately answered.

I am,

very respectfully yours,

William F. Rice,

Private Secretary.

Hon. John R. Fellows,
District Attorney, &c.,
New York City.

0470

Received
Feb 14 1988
J. R. H.

VI

STATE OF NEW YORK.

Executive Chamber,

ALBANY.

March 20th, 1888.

Sir:

Application for Executive clemency having been made on behalf of Gay W. Foster---------- who was convicted of grand larceny, 1st degree, in the county of New York------ and sentenced February 15, 1887 to imprisonment in the Sing Sing Prison---------- for the term of six years, one month----------, I am directed by the Governor respectfully to request that, in pursuance of Section 695 of the Code of Criminal Procedure, as amended in 1884, you will forward to him a concise statement of the facts and circumstances developed upon the trial, or upon the preliminary examination, or before the coroner's jury if no trial was had, together with your opinion of the merits of the application. Will you also inform the Governor of any other matters having a bearing upon this case which have come to your knowledge since conviction?

It is particularly requested that each letter of inquiry from the Executive Chamber should be separately answered.

I am,

very respectfully yours,

William G. Rice,

Private Secretary.

Hon. F. Smyth,

Recorder, &c.,

New York City.

New York General Sessions

The People of the State of New York
vs.
Gay W. Foster

Grand Larceny
3 Cases

To Randolph B. Martine Esq
District Attorney. N.Y.Co.

Sir

Please take notice that we will move the Court of General Sessions, Part II on the 11th day of January 1887 at 11 O'clock in the forenoon or as soon there after as counsel can be heard to fix a day in this January term of said court for the trial of the defendant herein Gay W. Foster, (three indictments) and for such other and further relief as the court may deem just-

Dated N.Y. January 4. 1887

W Duryee Hughes
Counsel for defendant
25 Chambers St
N.Y.

General Sessions

The People vs

vs

Gay W. Foster

Notice of motion

W. Purvee Hughes
deft's Counsel
25 Chambers St
N.Y.

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Fanny W. Foster

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

Fanny W. Foster

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

The said Fanny W. Foster,

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

fifty five hundred yards of lace of the value of four dollars and fifty cents each hundred, forty other hundred yards of lace of the value of four dollars each hundred, and thirty hundred yards of opendotted mesh of the value of two dollars and fifty cents each hundred,

of the goods, chattels and personal property of one Charles H. Vickery,

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.

Randolph B. Martine,
District Attorney.

Witnesses:

.....

.....

.....

.....

.....

#41 No 1

Counsel, ...

Filed 7 day of Oct 1886

Plead Guilty (8)

THE PEOPLE

vs.

Gary W. Foster

(Brooks)

Grand Larceny, 2nd degree

[Sections 528, 53 \, — Penal Code].

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

Wm A. Wheelock

Foreman.

5149

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Fitzgerald Foster

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

Fitzgerald Foster

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

The said Fitzgerald Foster,

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

one hundred and thirty pounds of flour of the value of four dollars each pound,

of the goods, chattels and personal property of one Joseph DeLong,

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.

Randolph B. Martine,
District Attorney

Witnesses:

Joseph De Long

Samuel [illegible]

Other Indictments

Complete age

Deft for sentencing

#136 W.D. Hughes

[illegible]

Counsel, ...

Filed 15 day of Oct 188 6

Pleads Not guilty (U.)

THE PEOPLE

vs.

Gary W. Foster

(Bronze)

Feby 10/87

Grand Larceny, 1st degree

[Sections 528, 530, — Penal Code].

Spiedt & Committed

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

Foreman.

Dec 15

Feby 15/87

POOR QUALITY ORIGINAL

1668

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Fanny W. Foster

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

Fanny W. Foster

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

The said Fanny W. Foster

late of the First Ward of the City of New York, in the County of New York aforesaid on the Second day of April, in the year of our Lord one thousand eight hundred and eighty Nine, at the Ward, City and County aforesaid, with force and arms,

ninety five hundred yards of flower of the value of four dollars and fifty cents each hundred, and thirty three hundred yards of flower of the value of four dollars each hundred,

of the goods, chattels and personal property of one Charles H. Vickery,

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.

Randolph B. Martine,
District Attorney

Witnesses:

Counsel: Mr. Hughes / Chambers

Filed: 1st day Oct 1886

Pleads: Not guilty (F)

THE PEOPLE

vs.

Gay W. Foster

(3 cases)

Grand Larceny, 2d degree

[Sections 528, 53 O, — Penal Code].

RANDOLPH B. MARTINE,

Feby 1/87. *District Attorney.*

Tried & acquitted

A True Bill.

Wm A Wheelock

Foreman.

Feb 1st

Pmg, Def forever acquitted of this crime