

0009

BOX:

277

FOLDER:

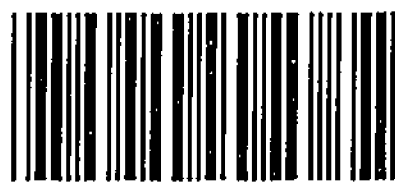
2653

DESCRIPTION:

Santos, Antonio

DATE:

09/27/87



2653

0010

BOX:

277

FOLDER:

2653

DESCRIPTION:

Boccolino, Guiseppe

DATE:

09/27/87



2653

0011

Witnesses:

Louis Catala
Off. Clerk

#1 Oliver Kane

Counsel, *[Signature]*
Filed, *27* day of *Sept* 188*7*
Pleads *Guilty*

THE PEOPLE
vs.
Antonio Santos
and
Guisepe Bocchini

Grand Larceny Second degree
[Sections 528, 531 and 550 Penal Code]

RANDOLPH B. MARTINE,
District Attorney.

[Signature]
Spec. Dy. *[Signature]* 1. County
A True Bill. of Grand Larceny
to 2nd degree.

[Signature]
John H. Condon Foreman.

[Signature]
[Signature]
Oct 11 1887

0012

Police Court—2nd District.

Affidavit—Larceny.

City and County }
of New York, } ss.Louis Lafalceof No. 63 James Street, aged 20 years,
occupation Grocery being duly sworndeposes and says, that on the 24 day of September 1887 at the City of New
York, in the County of New York, was feloniously taken, stolen and carried away from the possession
of deponent, in the day time, the following property viz:

Three Boxes of Mercorons, of the Value
of four 20/100 dollars
15 1/2 Gallons of Olive Oil of the Value
of Twenty Six 35/100 dollars,
said property being in all of the Value
of Thirty dollars & fifty five cents

30.55
100

the property of deponent

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

Santos (both now here) and another person
not arrested, and whose name is unknown
to deponent from the fact that said
unknown person came to deponent's place
of business at the aforesaid premises,
and purchased said property representing
to deponent that he was buying said
property for a Captain of a ship.
Deponent believing said representation to be
true sold said property to said unknown
person and loaded the same upon a push
Cart to deliver the same to the Captain of
said ship. That said unknown person
accompanied deponent and when deponent

Sworn to before me this

188

day

Police Justice.

arrived on the corner of South Jefferson
Street said Antonio Santos came up to
deponent and said unknown person and
he told deponent that he was send by the
Captain of the ship to receive the goods,
and he said Santos assisted deponent
to unload his push cart.

That then said unknown person requested
deponers to accompany him to the Captain
of the ship to get the money for the goods,
and he took deponers to the United States
Hotel in Fulton Street where he went
to the Elevator Station, and Escaped
from deponers.

Deponent had left ~~said Antonio and~~
Peter Basilio, his brother in charge of said
goods and when deponent returned said
Peter ^{was gone and he} informed deponent that said
Antonio had ~~disappeared~~ been away.

and that Depoerment is informed by Patrick
Briscall of No 117 Monroe Street that
he is a Drunkenman, and that on said
day of September 1889 Antonio Santos
himself him to take four Boxes for him
from the corner of Jefferson & South Street
to Goerick Street and that he did
load four Boxes and did cart them
to a Barber Shop in Goerick Street
of which Giuseppe Depoerment is the Proprietor
Santos and said unknown person
acted in concert with each other in
stealing Depoerment's property and that
said Giuseppe Baccolini did feloniously
receive the same, he well knowing
at the time that the same was stolen
property -

Sworn to before me this 25 day of September 1884
 Louis ^{Chas} + Raphael
 Police Justice

0014

CITY AND COUNTY }
OF NEW YORK, } ss.

aged 13 years, occupation Labour of No.

63 James Street, being duly sworn deposes and
says, that he has heard read the foregoing affidavit of Peter Lafalce

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

Sworn to before me, this

day of

188

Peter Lafalce

[Signature]

Police Justice.

00 15

CITY AND COUNTY }
OF NEW YORK, } ss.

aged 61 years, occupation Druckman of No.

117 Immerson

Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of Louis Kapflee

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

Sworn to before me, this

day of

31
Sept 1888

Patrick Driscoll
Druckman

P. G. Duffy

Police Justice.

0016

Sec. 198—200.

J District Police Court.

CITY AND COUNTY }
OF NEW YORK. } ss.

Giuseppe Baccalini 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. Giuseppe Baccalini

Question. How old are you?

Answer. 58 years

Question. Where were you born?

Answer, Italy

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

Answer. 93 Green St New York 1 1/2 years

Question. What is your business or profession?

Answer, Barber

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
Giuseppe Baccalini

Taken before me this

day of

189

Police Justice.

0017

Sec. 198—200.

2

CITY AND COUNTY
OF NEW YORK. } ss.

District Police Court.

Antonio Santos 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~~ *him*; that the statement is designed to enable ~~him~~ *him* if he see fit to answer the charge and explain the facts alleged against ~~him~~ *him* that he is at liberty to waive making a statement, and that ~~his~~ *his* waiver cannot be used against ~~him~~ *him* on the trial,

Question. What is your name?

Answer. *Antonio Santos*

Question. How old are you?

Answer. *33 years*

Question. Where were you born?

Answer, *Portugal*

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

Answer. *Quinn Hotel in the Bowery 1 month*

Question. What is your business or profession?

Answer, *Sailor*

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*
Antonio Santos

Taken before me this

day of

188

Police Justice.

00 18

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
Ten *Hundred Dollars, _____ and be committed to the Warden and Keeper of*
the City Prison of the City of New York, until he give such bail.

Dated *Sept 25* 188 *7*

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.

0019

Police Court--

1560 District

THE PEOPLE &c.,
ON THE COMPLAINT OF

Quinn Lafalce
63 James St.
Antonia Santos
Quinn Boonin

Office of
Henry H. H. H.

BAILED,

No. 1, by
Residence Street.

No. 2, by
Residence Street,

No. 3, by
Residence Street,

No. 4, by
Residence Street.

Dated *Sept 25* 188

Duffy Magistrate.

Smith & Seary Officer.

7 Precinct.

Witnesses
Peter Lafalce Street.

No. *63 James* Street.

No. *Patrick H. H. H.* Street.

No. *63 James St.* Street.

\$ *1000* to answer

Com

0020

The People
 Antonio Santos
 and
 Giuseppe Boccolino
 in the second degree

Court of General Sessions. Part I.
 Before Judge Gildersleeve. Oct. 14, 1887.
 Indictment for grand larceny

Louis Lafalce, sworn and examined,
 testified. An unknown man called on me
 upon the 24th of Sept. to whom I sold a 15 1/2 gallons
 of olive oil and three boxes of macaroni
 amounting to \$30.55; he said I was to deliver the
 goods corner of Jefferson and South St.; he came
 along with me to the corner and we found Santos;
 Santos said he was buyer for the Captain of a
 ship; he said to me, "Go with this young man, ~~carry~~
~~the goods~~ to the United States hotel in Fulton St.
 and there you will find the Captain; we went
 there, I did not find the Captain, the young
 man disappeared and I went back to the corner
 where I left the goods, I did not find them. I found
 a policeman and I found the young man with
 the officer who carried the goods into a barber
 shop. I did not authorize anybody to take the
 goods to the barber shop. Santos was the man
 I left the goods in charge of. Cross Examined
 the unknown man spoke to Santos; he told
 him he had the goods and they were nice
 and fine: and that he was to bring me to
 the hotel in Fulton St. My brother and I
 left the goods with Santos on the corner.

0021

Patrick Driscoll. sworn. I am a truckman and was employed to cart the macaroni by Santos at the corner of Rutger and South Sts.; he asked me to cart four cases of goods to a barber shop in Goerck St. for which I charged one dollar. I carted the goods there and he paid me.

Cornelius Leary sworn. I am an officer of the seventh precinct and arrested Santos in a lodging house on the Bivory on complaint of the complainant. I had the son of Buccolini with me who said that Santos was the man to whom he delivered the macaroni and the olive oil. Santos said, "yes, he met a man in South st. corner of Jefferson named Jack. I asked him where he lived and he did not know; he receipted for the goods; he told me he said to the stranger, 'go back to the United States hotel, hurry up and you will find the Captain there.' I asked him why he sent the brother of the complainant away? and he said, 'there was no use of him waiting.' I gave a receipt for the goods." So I locked him up. Cross Examined. Santos said the Captain had left the ship and had gone to the United States hotel, to hurry up and he would catch him; he said to the complainant go back with him (Jack) and you will see the Captain.

0022

He said that he brought the goods to the barber shop and got the money for them - that "Jack" got the money and gave part of it to him; Jack got some money from Buccolini but he did not have enough to pay him and he was to get three dollars more on the sale.

Peter Lafalce sworn. I am 14 years old and after the man bought the oil and macaroni I went with my brother to the corner of Jefferson and Smith Sts. Santos said he was the man to receive the goods, that the Captain sent him there to receive them; he told my brother to go along with the young man to the United States hotel to get his pay. I remained there with the goods, but Santos told me to go away, that my brother had the receipt for the goods and he was to receive payment. I went home with the push cart and my brother came home afterward.

Antonio Santos, sworn and examined in his own behalf testified. When I am in New York I stop at the Union hotel corner of West St. and the Bowery. I am a sailor. After I came from a schooner which arrived from Virginia and I met this Englishman. I told him I was waiting to get a chance to go as a cook on a schooner. He said he had three cases of

0023

macaroni and a can of oil, and asked
 me if I knew of a place to sell it. I told him
 I knew a man who kept a barber shop in
 Goerck St. who would buy it. He said, "Wait
 here a little while; a man is going to bring
 them here." Just as we were talking the man
 and the boy came with the macaroni and
 the oil. The Englishman asked me my name
 and I told him Santos. They put the oil and
 macaroni on the sidewalk. The Englishman
 gave me a piece of paper and he said I could
 give the man a receipt; I put his name
 and mine on the bottom of the paper; we used
 to know him at the hotel as "Jack." He said to
 the man who brought the goods, "Come with
 me and I will pay you." He said to me,
 "Take them over to 93 Goerck St. and ask
 for Jack; he will know who I am. I waited
 some minutes on the corner and I hired
 a little boy to watch the goods, as I had to go
 to see a Captain whom I expected would engage
 me. I came back and hired the truckman to
 take the stuff to 93 Goerck St. Then I got there Mr.
 Buccolini was not at home and would not
 be home till evening. I got a dollar from
 his son to pay the expressman. I returned
 in the evening with the Englishman, who
 sold the goods to Buccolini for twenty five

0024

dollars; he gave him ten dollars on account, and the Englishman gave me two dollars for my trouble. I did not know the goods were stolen.

The jury rendered a verdict of guilty against ~~Da Santos~~ Bukolini and acquitted Bukolini.

0025

Testimony in the
case of
Antonio Santos
Guiseppi and
Buccolino

filed Sept.
1887.

0026

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,
against

Figiniere Brocardino
and Antonio Santos

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

Figiniere Brocardino and Antonio Santos

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

The said *Figiniere Brocardino and*
Antonio Santos, both —

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

Three boxes of macaroni of the
value of one dollar and forty
cents each box ^{2/3} fifteen and one
half gallons of olive oil of the
value of two dollars each gallon.

of the goods, chattels and personal property of one *Louis Lafalce,*

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.

0027

SECOND COUNT—

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

Agnesa Bocchino —

of the CRIME OF CRIMINALLY RECEIVING STOLEN PROPERTY, committed as follows:

The said *Agnesa Bocchino*,

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

*Three boxes of maccaroni of
the value of one dollar and
forty cents each box, and fifteen
and one half gallons of line
oil of the value of two dollars
each gallon.*

of the goods, chattels and personal property of one *Louis Salafre*,
one *Antonio Santos*, and —

by — certain *other* persons to the Grand Jury aforesaid unknown, then lately before
feloniously stolen, taken and carried away from the said *Louis Salafre*,

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

Agnesa Bocchino —

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

RANDOLPH B. MARTINE,

District Attorney.

0028

BOX:

277

FOLDER:

2653

DESCRIPTION:

Schaffer, Henry

DATE:

09/28/87



2653

0029

BOX:

277

FOLDER:

2653

DESCRIPTION:

Goodman, Alfred

DATE:

09/28/87



2653

0030

Witnesses:

Off And. *Sept 18 1888*

Known an *circumstances* of the facts in the case against the defendant Alfred Goodman. I have come to the conclusion *that the evidence* against him is *insufficient to sustain* the indictment. The fact that the defendant Goodman was in company of defendant Schaffer was a mere accident. For these reasons I recommend the dismissal of the indictment as against Alfred Goodman.

Dated N.Y. June 6. 1888
Wm. H. Gross
Dep. Sec. No. 6

Counsel,

Filed *28* day of *Sept.* 188*8*

Pleads, *Not guilty*

THE PEOPLE
John H. H. H.
vs.
Union Ch. of

Henry Schaffer

Alfred Goodman

RANDOLPH B. MARTINE,

7/2/88 District Attorney.
Has filed

A True Bill.

Chas. H. Condit Foreman

Off James T. H.

Burglary in the Third Degree, Grand Jury, 2nd degree & Receiving [Sections 498, 506, 528, 531, 550]

Court of General Sessions.

The People
against
Alfred Goodman et al.

David J. Plaine,
123 East 105 Street, Rectory
of St. Cecilia Church.

I am a catholic priest, and for the last three years have been an invalid. The defendant Goodman has been my valet for the last two years and six months and ~~has~~ ^{had} no opportunity to form the acquaintance of my party unknown to me. The defendant Phaefer was never in Goodman's company, as far as I know, and I never have seen him, except when I called at the Police Court where he was arraigned. Goodman is a truthful and honest boy, who has conducted himself always in an exemplary way. I give full credit and belief to the explanation he has given of the case.

0032

that brought him in contact with
the defendant Shafer.

Edward Grosse
Dep. Pres.

0033

COURT OF GENERAL SESSION

THE PEOPLE, &c.

vs.

Alfred Goodman

BRIEF OF FACTS.

For the District Attorney.

Dated.

June 6th

1888.

Edward Grover

Deputy Assistant.

0034

TORN PAGE

Court of General Sessions, PART ~~THREE~~ ²

THE PEOPLE

INDICTMENT

For

vs.
Alfred Goodman

SESSIONS BUILDING,
32 Chambers Street.

To

M

Samuel Shefferson
No. *114* East *106* Street.

The indictment against the above-named defendant for whose appearance you are bound, has been placed upon the Calendar for *trial* at the Court of GENERAL SESSIONS of the Peace, at the New Court House, in the Park of the said City, on *Monday* the *6* day of *February* instant, at eleven o'clock in the forenoon.

If the defendant is not produced at that time, your bond will be forfeited.

RANDOLPH B. MARTINE,

JOHN R. FELLOWS,

District Attorney.

0036

New York Sept 30th
1887

R. B. Martine Esq
District Attorney
Dear Sir

Referring to our
conversation yesterday in
respect to case of Alfred
Goodman permit me to say
that upon investigation by Mr
Justice Patterson, he declared
in presence of three persons,
were it not for failure
to identify the ~~the~~ person
who was befriending the prisoner
he declared he would
have discharged the prisoner
had he known the facts
in the case. he also de-
clared he had no evidence
to hold the prisoner at the time
Yours Very Obedient Servant
W. J. Buckley

0037

DIRECTIONS.

The Grand Jury Rooms are in the third story of large brown stone Building in Chambers Street, near Centre Street, adjoining the New Court House in the Park.

When you arrive at the witness room, hand this Subpoena to the officer or Clerk at the desk.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA FOR A WITNESS TO ATTEND THE GRAND JURY OF THE COURT OF GENERAL SESSIONS.

In the Name of the People of the State of New York.

To Off Andrew Nugent
of No. 45th Precinct Street C.D.

YOU ARE COMMANDED to appear before the Grand Jury of County of New York, at the Grand Jury Room, in the third story of the Sessions Building, adjoining the New Court House in the City Hall Park, in the City of New York, on the day of May 1893 at the hour of 101/2 in the forenoon of the same day, as a witness in a criminal action prosecuted by the People of the State of New York, against

Harry Schaffer & Alfred Goodman

Dated at the City of New York, the first Monday of
in the year of our Lord 189

DE LANCEY NICOLL, District Attorney.

0038

NEW AMSTERDAM CLUB.

11 West Twenty-Fourth Street.

MEMORANDUM.

188

James G. Thompson - et al.

Senator Murphy -

De Fournier -

Asst. V. S. P. S.

0039

TO THE CHIEF CLERK.

PLEASE SEND ME THE PAPERS IN THE CASE OF

PEOPLE

vs.

Alfred Goodman
~~John~~
Burglar

Trydelt Schaeffer
District Attorney
let case agst
Goodman stand
over. Goodman is
bailed. P.B.M.,
Oct 1/87

0040

Grand Jury Room.

PEOPLE

vs.

Will Mr. Grosse
please explain
this case
There does not
appear to have
been any
criminal
WAG

0041

Police Court 2 District.City and County } ss.:
of New York,

Mindel Marcus
 of No. 56 West Houston Street, aged 38 years,
 occupation Manufacturer of cloth hats & caps being duly sworn
 deposes and says, that the premises No. 56 West Houston Street,
 in the City and County aforesaid, the said being a four story brick house
 and which was occupied by deponent as a place for the manufacture of hats
 and in which there was at the time no human being, by name

were BURGLARIOUSLY entered by means of forcibly unlocking the door
leading from the hallway on the 2nd floor of said
premises into the middle room of the loft occupied by
deponent by means of a fake key then forcibly breaking
a wooden bar which held said door on the inside
 or about 19th day of September 1887 in the night time, and the
 following property feloniously taken, stolen, and carried away, viz:

A quantity of cloth and velvet
consisting of five rolls or bundles of
cloth.

all of the value of One hundred & fifty
dollars. (\$150.00)

the property of Deponent

and deponent further says, that he has great cause to believe, and does believe, that the aforesaid

BURGLARY was committed, and the aforesaid property taken, stolen, and carried away by

Henry Schaffer and Alfred Goodman(both now here)

for the reasons following, to wit:

That at the hour of 11 O'clock
PM September 18th 1887 deponent locked
and securely fastened the doors and windows
of his apartment which is the second floor of
said premises and left them leaving them in
good repair and condition and at the hour of
11 O'clock PM September 20th deponent discovered
that said premises had been entered as aforesaid
and that the above mentioned property had been taken

0042

stolen and carried away. And deponent is informed
 by Officer Andrew Nugent of the 15th Precinct
 Police that he arrested the said two
 defendants together and in company with each
 other at about the hour of 7.30 o'clock PM September
 19th on Wooster Street between West Houston and
 Bleeker St. and that the defendant Schaffer
 had three rolls of cloth in his possession.
 Deponent has since seen the three rolls of cloth
 found with the said Schaffer and fully identifies
 it as his property. And deponent is further informed
 by said Officer that when he searched the said
 defendant Schaffer he found in his possession
 a bunch of keys consisting of six keys one of
 which fits the lock of said door.
 Wherefore deponent charges the said defendants
 with being together and acting in concert with
 each other and burglariously entering said
 premises as aforesaid and feloniously taking
 stealing and carrying away said property.

Sworn to before me

this 21st day September 1887

Charles Brown

J. M. Patterson
 Justice

Police Court District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Burglary Degree.

Dated

188

Magistrate.

Officer.

Clerk.

Witnesses:

Committed in default of \$ Bail.

Bailed by

No.

Street.

0043

CITY AND COUNTY }
OF NEW YORK, } ss.

aged 30 years, occupation Police Officer of No. 18th Park Police

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

Sworn to before me, this

21

day of

April

1888

Andrew Nugent

J. M. O'Connor

Police Justice.

0044

Sec. 198-200.

District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

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

Question. What is your name.

Answer.

Henry Schaffer

Question. How old are you?

Answer.

24 years old

Question. Where were you born?

Answer.

Germany

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

Answer.

No home sleep in lodging house.

Question. What is your business or profession?

Answer.

Carpenter

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

Answer.

I am not guilty

Henry Schaffer.

Taken before me this

day of

188

Police Justice.

0045

Sec. 198-200.

District Police Court.

CITY AND COUNTY
OF NEW YORK } ss.

Alfred Goodman 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.

Alfred Goodman

Question. How old are you?

Answer.

20 years old

Question. Where were you born?

Answer.

New York

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

Answer.

123 Bleeker St. 18 mos

Question. What is your business or profession?

Answer.

Errand boy

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

Alfred Goodman

Taken before me this

day of *April* 188*7*

Alfred Goodman

Police Justice.

0046

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 Henry Schaffer
and Alfred Goodman
guilty thereof, I order that they be held to answer the same and they be admitted to bail in the sum of fifteen Hundred Dollars, Each and be committed to the Warden and Keeper of the City Prison of the City of New York, until they give such bail.

Dated Sept 21 188 J. M. Patterson Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0047

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by Daniel Shefflin

Residence 112 East 106th Street,

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Police Court-- 2 1565 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Mendel Marcus
56 West Hopeton

Henry Schaffer
Alfred Goodman

3 _____

4 _____

Dated Sept 20 1887

Patterson Magistrate.

Andrew Nugent Officer.

15 Precinct.

Witnesses Off Andrew Nugent

No. 15th Precinct Street.

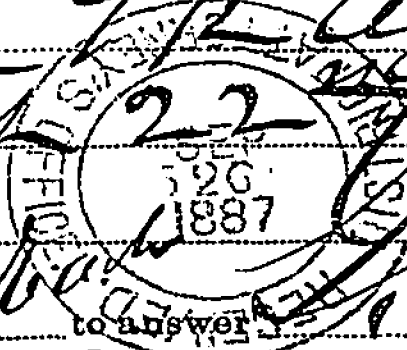
No. Ed 9 1/2 am Street.

No. Sept 22 Street.

\$ 1500 to answer

Committed

Offence Burglary



0048

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

*Henry Schaffer and
Alfred Goodman*

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

Henry Schaffer and Alfred Goodman

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

The said *Henry Schaffer and Alfred Goodman, both* —

late of the *5th* Ward of the City of New York, in the County of New York, aforesaid, on the *nineteenth* day of *September*, in the year of our Lord one thousand eight hundred and eighty-*seven*, with force and arms, at the Ward, City and County aforesaid, a certain building there situate, to wit: the *factory* of one

Mendel Marcus, —

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

Mendel Marcus, —

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

SECOND COUNT—

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

Henry Schaffner and Alfred Goodman
of the CRIME OF *Pyand* LARCENY *in the second degree*, committed as follows:

The said *Henry Schaffner and Alfred Goodman, both* —

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

Five bundles of cloth (a more particular description whereof is to the Pyand Pyand aforesaid unknown), of the value of thirty dollars each bundle, and five rolls of cloth (a more particular description whereof is to the Pyand Pyand aforesaid unknown) of the value of thirty dollars each roll,

of the goods, chattels and personal property of one *Mendel Marcus,*

in the *factory* of the said *Mendel Marcus,*—

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

0050

THIRD COUNT—

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

Henry Schaffer and Alfred Goodman

of the CRIME OF CRIMINALLY RECEIVING STOLEN PROPERTY, committed as follows:

The said *Henry Schaffer and Alfred Goodman, both —*

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

both (a more particular description
whereof is to the Grand Jury
aforesaid unknown) of the value of
thirty dollars each bundle, and
five rolls of both (a more
particular description whereof is to
the Grand Jury aforesaid unknown,
of the value of thirty dollars each roll,

of the goods, chattels and personal property of one *Mendel Marcus,*

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

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

Schaffer and Alfred Goodman

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

RANDOLPH B. MARTINE,

District Attorney.

Handwritten notes on the back of the document, written in cursive. The text is mostly illegible due to the angle and handwriting, but appears to be a continuation of the legal proceedings or a separate set of notes.

1887

Counsel,

Filed 28 day of Sept. 1887

Pleads

Not Guilty

THE PEOPLE
vs.
The People

Wm. C. C.

Henry Schaffner

Alfred Goodman

RANDOLPH B. MARTINE,
Attorney at Law,
No. 100 N. 3rd St.,
St. Louis, Mo.

A True Bill.

James H. H.

Wm. H. H.

Off. James H.

1887

Burglary in the Third Degree, 2nd Degree & Receiving
[Sections 498, 506, 528, 531 & 550.]

This Indictment was found in 1887.
The proceeds of a Burglary - \$150 worth of
cloth & velvet was found in possession of
Defendant Schaffer - when officer Andrew
Mugent made the arrest. Goodman was
in Schaffer's company - Schaffer on
arraignment pleaded Guilty - and was
sent four years to the State Prison -
after an interview with officer Mugent the only evidence
in this case against Goodman is that he
was with Schaffer at the time of his arrest -
I am of opinion that no conviction can be had
on this testimony - Schaffer's testimony punishment has
satisfied Justice -

Left margin note: I ask that this Indictment as against Goodman
be dismissed - May 23, 1888, W. H. A. D.C.

0052

BOX:

277

FOLDER:

2653

DESCRIPTION:

Scharf, George

DATE:

09/08/87



2653

0053

Witnesses:

J. Kennedy

#27

Counsel, *W. B. Martin*

Filed *8* day of *Sept.* 188*7*

Pleads *Guilty*

THE PEOPLE

vs.

George Scharf

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

Chas. C. De Forest

Foreman.

John C. De Forest
Per 8 and

Grand Larceny, 2nd Degree
(MISAPPROPRIATION)
[Sections 528 and 529 of the Penal Code]

0054

Police Court—2 District.

Affidavit—Larceny.

City and County } ss.
of New York,

John Kennedy
 of No. 105 West 10th Street, aged 52 years,
 occupation Butcher being duly sworn
 deposes and says, that between August 5th 1887 and August 18
day of 1887 at the City of New
 York, in the County of New York, was feloniously taken, stolen and carried away from the possession
 of deponent, in the day time, the following property viz :

Good and lawful money of the
United States to the amount and
value of Twenty Six & 6/100 dollars
(\$26.67)

the property of Deponent

and that this deponent
 has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen,
 and carried away by George Shair (nowhere)
 from the fact that said deponent was
 employed by deponent. And deponent is
 informed by John Williges that he the said
 Williges paid the said deponent between
 the 5th day of August and the 18th day of
 August 1887, the above mentioned sum of
 money which he Williges owed deponent for
 meat. And deponent further says that
 the said deponent never turned said sum
 of money over to him or any portion of it
 or accounted for it in any way but did
 feloniously appropriate it to his own use and
 keep it with the intent to cheat and defraud.
 Wherefore deponent prays the said deponent may
 be held and dealt with according to law.

John Kennedy
 105 West 10th

Sworn to before me, this
day of
August 1887
 Police Justice.

0055

CITY AND COUNTY }
OF NEW YORK, } ss.

John Williges
aged *24* years, occupation *Restaurant keeper* of No.

90 6th Avenue Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of *John Kennedy*

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

Sworn to before me, this

day of

19th
August 188*7*

John Williges

J. G. Duffy

Police Justice.

0056

Sec. 108-200.

CITY AND COUNTY }
OF NEW YORK, } ss

3 District Police Court.

George Sharf 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.

George Sharf

Question. How old are you?

Answer.

41 years or over

Question. Where were you born?

Answer.

Germany

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

Answer.

114 6th Avenue 10 Mos

Question. What is your business or profession?

Answer.

Butcher

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

Answer.

I am guilty

George Sharf

Taken before me this

19

day of

August
1932
Police Justice.

0057

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 _____

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

Dated *Aug 19* _____ 188 _____ *P. J. Deffy* _____ 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.

0058

Police Court

21334 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

John Kennedy
105th 10th St
George Haupt

Office L. Carney
J. L. Carney

BAILED,

No. 1, by

Residence Street.

No. 2, by

Residence Street.

No. 3, by

Residence Street.

No. 4, by

Residence Street.

Dated Aug 19 188

M. Bannock Magistrate.

John Williges Officer.

11 Precinct.

Witnesses John Williges

No. 190 6th Avenue Street.

No. Street.

No. Street.

\$ 500 to answer

Carney

0059

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

George Schantz

The Grand Jury of the City and County of New York, by this indictment, accuse *George Schantz* of the CRIME OF ~~Grand~~ LARCENY, in the second degree committed as follows:

The said *George Schantz*

late of the First Ward of the City of New York, in the County of New York aforesaid, on the ~~fourteenth~~ day of ~~August~~, in the year of our Lord one thousand eight hundred and eighty ~~seven~~, at the Ward, City and County aforesaid, being then and there the clerk and servant of *one John Kennedy*.

and as such clerk and servant then and there having in his possession, custody and control certain moneys, goods, chattels and personal property of the said

John Kennedy, the true owner thereof, to wit: *the sum of twenty six dollars and sixty seven cents in money, lawful money of the United States, and of the value of twenty six dollars and sixty seven cents,*

the said *George Schantz*, afterwards, to wit, on the day and in the year aforesaid, at the Ward, City and County aforesaid, with force and arms, did feloniously appropriate the said *sum of money*

to his own use, with intent to deprive and defraud the said

John Kennedy of the same, and of the use and benefit thereof; and the same moneys, goods, chattels and personal property of the said *John Kennedy*

did then and there and thereby feloniously steal, 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.

0060

BOX:

277

FOLDER:

2653

DESCRIPTION:

Scherer, Charles

DATE:

09/29/87



2653

0061

2/2

WITNESSES:

Off. Roth H. Clark

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

March 13, 1892.

*Gas P. Higgins
Atty for Def*

281 111 111 111

Counsel, P. Higgins, Mearns
Filed 29 day of Sept. 188
Pleads Mearns vs. 3

THE PEOPLE,

vs.

B

Charles Scherer

Violation of Excise Law.

(Bellington Sunday, 1880)
[III Rev. Stat. (7th Edition), page 1983, Sec. 21, and page 1989, Sec. 5.]

311 111 111 111

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

Char. H. Courtois Foreman.

0062

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

Plaintiffs

against

Charles Scherer

Defendant.

The Grand Jury of the City and County of New York, by this indictment, accuse the above named defendant of the CRIME OF SELLING INTOXICATING LIQUORS AND WINES AS A BEVERAGE ON SUNDAY, committed as follows :

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

Robert W. Clarke

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

SECOND COUNT :

And the Grand Jury aforesaid, by this indictment, further accuse the said defendant of the CRIME OF KEEPING OPEN ON SUNDAY a place licensed for the SALE OF STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows :

The said defendant, late of the City and County aforesaid, afterwards, to wit : on the day and in the year aforesaid, the same being the first day of the week, commonly called and known as Sunday, being then and there in charge of and having the control of a certain place there situate, which was then duly licensed as a place for the sale of strong and spirituous liquors, wines, ale and beer, with force and arms, at the City and County aforesaid, the said place, so licensed as aforesaid, unlawfully did not close, and keep closed, and on the said day, the said place so licensed as aforesaid, unlawfully did then and there open, and cause and procure, and suffer and permit, to be open, and to remain open, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

RANDOLPH B. MARTINE,

District Attorney.

0063

BOX:

277

FOLDER:

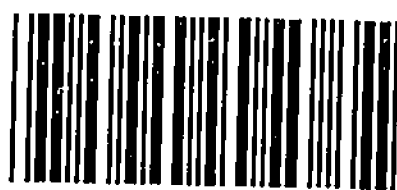
2653

DESCRIPTION:

Schmidt, Lena

DATE:

09/27/87



2653

Witnesses:

Off Geo. H. Young Sec. San Cruz & Co.

Emma Joseph

Counsel

Filed

day of

1887

Pleads

THE PEOPLE

vs

Wm. Chad

Lena Schmidt

(Exoner)

ABDUCTION.

[Section 282, Sub. 1, Penal Code.]

RANDOLPH B. MARTINE,

P. 2 Valley St. District Attorney

Plaintiff

A True Bill.

Chas. H. Condit Foreman.

James Hoff

0064

0065

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Sara Schmidt

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

- Sara Schmidt -

(Section 322,
Penal Code.)

of the CRIME OF KEEPING AND MAINTAINING A COMMON BAWDY HOUSE AND HOUSE OF ILL FAME, committed as follows:

The said

Sara Schmidt.

late of the *17th* Ward of the City of New York, in the County of New York aforesaid, on the ~~seventeenth~~ day of *September*, in the year of our Lord one thousand eight hundred and eighty-~~seven~~, and on divers other days and times as well before as afterwards, to the day of the taking of this inquisition, at the Ward, City and County aforesaid, a certain common bawdy house and house of ill fame, unlawfully and wickedly did keep and maintain; and in the said house divers evil-disposed persons, as well men as women, and common prostitutes, on the days and times aforesaid, as well in the night as in the day, there unlawfully and wickedly did receive and entertain; and in which said house the said evil-disposed persons and common prostitutes, by the consent and procurement of the said

- Sara Schmidt -

on the days and times aforesaid, there did commit whoredom and fornication; whereby divers unlawful assemblies, disturbances and lewd offences on the days and times aforesaid, as well in the night as in the day, were there committed and perpetrated; to the great damage and common nuisance of all the good people of the said State there inhabiting and residing, in manifest destruction and subversion of, and against good morals and good manners, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

SECOND COUNT.—

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

- Sara Schmidt -

(Section 385,
Penal Code.)

of the CRIME OF MAINTAINING A PUBLIC NUISANCE, committed as follows:

The said

Sara Schmidt.

late of the Ward, City and County aforesaid, afterwards, to wit: on the ~~seventeenth~~ day of *September*, in the year of our Lord one thousand eight hundred

0066

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Sena Schmidt

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

- Sena Schmidt -

(Section 322,
Penal Code.)

of the CRIME OF KEEPING AND MAINTAINING A COMMON BAWDY HOUSE AND HOUSE OF ILL FAME, committed as follows:

The said

Sena Schmidt.

late of the *17th* Ward of the City of New York, in the County of New York aforesaid, on the ~~seventeenth~~ day of *September*, in the year of our Lord one thousand eight hundred and eighty-~~seven~~, and on divers other days and times as well before as afterwards, to the day of the taking of this inquisition, at the Ward, City and County aforesaid, a certain common bawdy house and house of ill fame, unlawfully and wickedly did keep and maintain; and in the said house divers evil-disposed persons, as well men as women, and common prostitutes, on the days and times aforesaid, as well in the night as in the day, there unlawfully and wickedly did receive and entertain; and in which said house the said evil-disposed persons and common prostitutes, by the consent and procurement of the said

- Sena Schmidt, -

on the days and times aforesaid, there did commit whoredom and fornication; whereby divers unlawful assemblies, disturbances and lewd offences on the days and times aforesaid, as well in the night as in the day, were there committed and perpetrated; to the great damage and common nuisance of all the good people of the said State there inhabiting and residing, in manifest destruction and subversion of, and against good morals and good manners, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

SECOND COUNT.—

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

- Sena Schmidt -

(Section 885,
Penal Code.)

of the CRIME OF MAINTAINING A PUBLIC NUISANCE, committed as follows:

The said

Sena Schmidt.

late of the Ward, City and County aforesaid, afterwards, to wit: on the ~~seventeenth~~ day of *September*, in the year of our Lord one thousand eight hundred

0067

and eighty- ~~seven~~, and on divers other days and times between the said day and the day of the taking of this inquisition, at the Ward, City and County aforesaid, with force and arms, unlawfully did keep and maintain a certain common, ill governed house, and in ~~the~~ said house, for ~~the~~ own lucre and gain, certain persons whose names are to the Grand Jury aforesaid unknown, as well men as women, of evil name and fame and dishonest conversation, to frequent and come together then and on said other days and times, there unlawfully and wilfully did cause and procure, and the said men and women in said house, at unlawful times, as well in the night as in the day, then and on said other days and times there to be and remain, tippling, drinking, gaming, cursing, swearing, quarreling, making great noises and otherwise misbehaving themselves, unlawfully and wilfully did permit and suffer, to the great annoyance, injury and danger of the comfort and repose of a great number of persons, good citizens of our said State there residing, and passing and repassing, to the common nuisance of the said citizens, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

THIRD COUNT.—

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

Sarah Schmidt

(Section 823,
Penal Code.)

of the CRIME OF KEEPING A DISORDERLY HOUSE, committed as follows:

The said

Sarah Schmidt

late of the Ward, City and County aforesaid, afterwards, to wit: on the ~~seventeenth~~ day of ~~September~~, in the year of our Lord one thousand eight hundred and eighty-~~seven~~, and on divers other days and times between the said day and the day of the taking of this inquisition, at the Ward, City and County aforesaid, unlawfully did keep a certain ill-governed and disorderly house, the same being a place of public resort, and in the said house and place of public resort, for ~~the~~ own lucre and gain, certain persons, as well men as women, of evil name and fame, and of dishonest conversation, to frequent and come together, then and on the said other days and times, there unlawfully and wilfully did cause and procure, and the said men and women, in ~~the~~ said house, at unlawful times, as well in the night as in the day, then and on the said other days and times, there to be and remain, drinking, tippling, gambling, rioting, disturbing the peace, whoring and misbehaving themselves, unlawfully and wilfully, did permit, and yet continues to permit, by reason whereof the peace, comfort and decency of the neighborhood around and about the said house were, and yet are, habitually disturbed, 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.

0068

#247 JB

Counsel, *[Signature]*
Filed *27* day of *Sept* 188*7*
Pleads, *Chazoulet* (*30*)

THE PEOPLE
vs.
B
Senar Schmidt
(2-panes)

KEEPING A HOUSE OF ILL FAME, ETC.
(Sections 822 and 385, Penal Code.)

RANDOLPH B. MARTINE,
Pr 606/3 District Attorney.
pleads guilty

A True Bill.
Sen suspended
Chas. H. Kontoit Foreman

Witnesses:
Off. Geo H Young
Emman Joseph
205 Fair Ave

0069

Sec. 568.

30 District Police Court.

UNDERTAKING TO ANSWER

Guil Sessions.

CITY AND COUNTY { ss.
OF NEW YORK,

An order having been made on the 21st day of September 1887 by
Patrick G. Duffy a Police Justice of the City of New York. That
Lena Schmidt be held to answer upon a charge of

Keeping a Disorderly House

upon which she has been duly admitted to bail, in the sum of Five Hundred Dollars.

we, Lena Schmidt Defendant of No. 44
Livingston Street; Occupation Furnished Rooms and

Henry Vanderwyk of No. 263 Broome Street;
Occupation Regars

Surety, hereby undertake jointly and severally
that the above named Lena Schmidt shall appear and answer the charge above-

mentioned, in whatever Court it may be prosecuted: and shall at all times render herself self amenable to the orders
and process of the Court; and if convicted, shall appear for judgment, and render herself self in execution thereof

or if he fail to perform either of these conditions that we will pay to the People of the State of New York, the sum
of Five Hundred Dollars.

Taken and acknowledged before me this 22^d

day of September 1887

Police Justice.

Lena Schmidt
mark
Henry van der Mijl

0070

CITY AND COUNTY } ss.
OF NEW YORK, }

Henry Vander Wyk
Justice
188

New York Sessions.

THE PEOPLE, &c.
ON THE COMPLAINT OF

Undertaking to Answer.

vs.

188

day of

Taken the

Justice.

188

day of

Filed

the within named Bail and Surety being duly sworn, says, that he is a resident and
holder within the said County and State, and is worth *Three* Hundred Dollars,
exclusive of property exempt from execution and over and above the amount of all his debts and liabilities,
and that his property consists of *House & Lot of Land No. 198*

Boerum St. in the City of Brooklyn & County of
King worth Three Thousand dollars above encumbrances
& stock & fixtures of Regal Business at 263 Broome St
in the City of New York worth Five Thousand
dollars free & clear

Henry van der Wyk

Subscribed
by Counselor
Ruppel

0071

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

POLICE COURT, 3^d DISTRICT.

Emma Josephs

of No. *76. Avenue A* Street, being duly sworn, deposes and says,
that on the *18th* day of *September* 188*7*

at the City of New York, in the County of New York, *deponent who is of the*
age of fifteen years, was an inmate of
the house of prostitution, situated at N. 44
Ringier Street in said City, of which Lena
Schmidt is the Proprietress, that deponent
was an inmate of said house for about two
weeks, and while there, had sexual inter-
course with men, and ~~deponent~~ money
deponent earned, for said prostitution, said
Lena Schmidt received.

Emma Josephs

Sworn to before me, this

of

Sept 21st 188*7*

day

[Signature]
Police Justice.

0072

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

POLICE COURT

DISTRICT.

of No. 100 East 23rd Street, being duly sworn, deposes and
he has just cause to believe, & does believe
says that on the 18th day of September 1887
& prior thereto.
at the City of New York, in the County of New York.

one Lena Schmidt (now present), did
unlawfully and wilfully, take, receive, employ,
harbor, and use one Emma Josephs (now
present) being a female under the age of sixteen
years to wit: of the age of fifteen years, for the
purpose of prostitution, that said child
was found in premises Number 44 Livingston
Street in said City, which is a reputed house
of prostitution, of which said Lena Schmidt
is the proprietress.

Wherefore deponent prays that said
Lena Schmidt, may be dealt with according
to law to wit: section 282 Penal Code of the
State of New York as amended

sworn to before me
this 21st of September
1887

[Signature]

[Signature]

0073

Sec. 198-200.

9 District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

Lena Schmidt 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.

Lena Schmidt

Question. How old are you?

Answer.

25 years

Question. Where were you born?

Answer.

Germany

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

Answer.

44 Rumbler - 3 months

Question. What is your business or profession?

Answer.

Furnished Rooms

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

Lena Schmidt
mark

Taken before me this

day of

September

188

Police Justice.

0074

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 _____

Lena Schmidt

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of *Seven* 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 *Sept 21* 188

P. G. Coffey

Police Justice.

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

Lena Schmidt

Dated *Sept 22* 188

P. G. Coffey

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.

0075

Police Court--

1555 District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

George H. Young
vs.
Lena Schmidt

Offence *Abduction*

BAILED,

No. 1, by

Residence

No. 2, by

Residence

No. 3, by

Residence

No. 4, by

Residence

2

3

4

Dated

188

Magistrate.

Officer.

Precinct.

Witnesses

No.

Street.

No.

Street.

No.

Street.

\$

to answer

Bailed

0076

Police Department of the City of New York,

Precinct No. 11

New York, October 6 1887

Hon. Randolph B. Martine
Dist. Attorney

Sir

At your request, expressed
by Counselor Jacob Berlinger,
I have the honor to state,
that House No. 44, Livingston
St. is now unoccupied, the
former owner, Lena Smith,
having vacated the same.

Respectfully

Anthony Allaire
Captain
Per A. D.

0077

Sec. 322, Penal Code.

CITY AND COUNTY { ss.
OF NEW YORK.

3. District Police Court.

Emma Joseph
of No 96 Avenue C Street, in said City, being duly sworn says
that at the premises known as Number 44 Huntington Street,
in the City and County of New York, on the 17 day of September 1887, and on divers
other days and times, between that day and the day of making this complaint

Lena Schmidt
did unlawfully keep and maintain and yet continue to keep and maintain a House of
Prostitution and did then, and on the said other days and times, there unlawfully procure
and permit as well men as women of evil name and fame and of dishonest conversation to visit, frequent and come
together for unlawful sexual intercourse, and for the purpose of prostitution and lewdness, and then and on the said
other days and times, unlawfully and wilfully did permit and yet continues to permit said men and women of evil
name and fame there to be and remain drinking, dancing, fighting, disturbing the peace, whoring and misbehaving
themselves, whereby the peace, comfort and decency of persons inhabiting and residing in the neighborhood, and
there passing is habitually disturbed, in violation of the statute in such case made and provided.

Deponent therefore prays, that the said Lena Schmidt
and all vile, disorderly and improper persons found upon the premises, occupied by said
Lena Schmidt
may be apprehended and dealt with as the law in such cases made and provided may direct.

Sworn to before me, this 19
day of September 1887

P. Q. Duffy
Police Justice.

Emma Josephs.

0078

W
Police Court— *3* District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Emma Joseph

vs.

Lena Schmidt

AFFIDAVIT—Keeping Disorderly House, &c.

Dated *Sept 19* 188*7*

Wuffy Justice.

Officer.

Precinct.

WITNESSES :

0079

Sec. 151.

Police Court 3 District.

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 to any Marshal or Policeman of the City of New York, GREETING:*

Whereas, Complaint in writing, and upon oath, has been made before the undersigned, one of the Police Justices for the City of New York, by Emma Joseph of No. 96 Avenue A Street, that on the 17 day of September 1887, at the City of New York, in the County of New York, Lena Schmidt did keep and maintain at the premises known as Number 44 Rivington Street, in said City, a House of Prostitution and there unlawfully procure and permit as well men as women of evil name and fame, and of dishonest conversation to visit, frequent and come together for unlawful sexual intercourse, and for the purpose of prostitution, and there unlawfully and wilfully did permit said men and women of evil name and fame there to be and remain drinking, dancing, fighting, disturbing the peace, whoring and misbehaving themselves whereby the peace, comfort, and decency of persons inhabiting and residing in the neighborhood and there passing is habitually disturbed in violation of the statute in such case made and provided.

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 each and every of you, to apprehend the body of the said

Lena Schmidt and all vile, disorderly and improper persons found upon the premises occupied by said Lena Schmidt and forthwith bring them before me, at the 3 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 19 day of September 1887
PLG Duff POLICE JUSTICE.

0080

Police Court— District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Emma Joseph

vs.

Lena Smith

H. H. Rivington St.

WARRANT—Keeping Disorderly House, &c.

Dated *Sept 10* 188

Justin Duffy Magistrate.

Dokel Officer.

11 Precinct.

The Defendant

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

Dokel Officer.

Dated *Sept 21* 188

This Warrant may be executed on Sunday or
at night.

W. H. Duffy

Police Justice.

having been brought before me under this Warrant, is committed for examination to the
WARDEN and KEEPER of the City Prison of the City of New York.

Dated

188

The within named

Police Justice.

0081

Sec. 198-200.

3 District Police Court.

CITY AND COUNTY } ss.
OF NEW YORK,

Lena Schmitt 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.

Lena Schmitt

Question. How old are you?

Answer.

25 years

Question. Where were you born?

Answer.

Germany

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

Answer.

44 Rivington St - 9 months

Question. What is your business or profession?

Answer.

Furnished Rooms.

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.

Lena Schmitt
mark

Taken before me this

21

day of

November 1887

Police Justice.

0082

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 _____

Lena Schmidt

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

Dated *Sept 21* 188

P. G. Duff Police Justice.

I have admitted the above-named _____

to bail to answer by the undertaking hereto annexed.

Dated *Sept. 22* 188

P. G. Duff 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.

0083

BAILED,

No. 1, by

Henry Vandewyk
263 Broome Street.

Residence

No. 2, by

Residence

Street,

No. 3, by

Residence

Street,

No. 4, by

Residence

Street.

Police Court--

3 District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Emma Joseph

Lena Schmidt

2

3

4

Offence Keeping
Boarding House

Dated

Sept 21

1887

Duffy

Magistrate.

Drake

Officer.

11

Precinct.

Witnesses

Society Perfection Church

No.

100 E 13th

Street.

No.

100 E 13th

Street.

No.

100 E 13th

Street.

\$

500

to answer

5

Cover
Bailed

0084

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK
against

Sena Schmidt

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

- Sena Schmidt -

of the CRIME OF ABDUCTION, committed as follows:

The said *Sena Schmidt, -*

late of the City of New York, in the County of New York aforesaid, on the
eighteenth day of *September*, in the year of our Lord one
thousand eight hundred and eighty-~~seven~~, at the City and County aforesaid, did

feloniously take, receive, harbor, employ and use one *Emma Gardner*
who was then and there a female under the age of sixteen years, to-wit: of the age of
thirteen years, for the purpose of *prostitution*, ~~sexual intercourse, he, the~~

~~said~~

~~not being then and there~~

~~the husband of the said~~

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.

0085

BOX:

277

FOLDER:

2653

DESCRIPTION:

Schwartzman, Simon

DATE:

09/30/87



2653

0086

Witness

J. A. Brank

David Corner

Off. Chas. Lewis

Mrs. Agnes Brank

Michael Brank

92

Receiv

Chicago 1949

Filed 20 day of Sept. 1887

Pleads Not guilty

THE PEOPLE

vs.

Simon Schwartzman

Simon Schwartzman

Read to the Jury

District Attorney

and Victim

Oct. 6/17

A True Bill.

Oct 17 P. M. 1887

Chas. W. Conant Foreman

72 575 299 1887

Read to the Jury

Oct 17 P. M. 1887

S. P. 16 years

0087

**REDUCTION
CHANGED TO
16X**

5711

[illegible]

DOES INSURE, George Boardman for the term of thirteen
from the seventeenth day of July 1887, at noon, to the seventeenth day of July 1888, at noon,
against all direct loss or damage by fire, except as hereinafter provided.

Dollars,

As per printed slip No 1123 signed by 1123 and not elsewhere, to wit:

~~Central Branch Office, and duplicate filed in said office.~~

On July household furniture, useful and ornamental, beds, bedding, linen, wearing apparel, plate, plated ware, printed books, pictures and their frames, sewing machine, watches and jewelry in use, piano forte and family stores

all while contained in the

_____ building occupied as a

dwelling of
Ap 419 West 56th Street
St. Louis
City of New York

Situate
OF COMMUNITARIAN IDEAS IN THE AMERICAN
City of New York

Charles H. McCord MANAGER

MANAGER.

(b) do Ullman 0112

This company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or, if they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined, the sum for which this company is liable pursuant to this policy shall be payable sixty days after due notice, ascertainment, estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy. It shall be optional, however, with this company to take all or any part, of the articles at such ascertainment or appraisal value, and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be no abandonment to this company of the property described.

This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material fact or circumstance concerning this insurance or the subject thereof; or if the interest of the insured in the property be not truly stated herein; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

[illegible][illegible]

This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed term, provided that any increase of hazard must be made known to this company at the time of the renewal of this policy shall be void. This policy shall be canceled at any time at the request of the insured; or by the company by giving notice of such cancellation. If this policy shall be canceled as heretofore provided, or become void or cease, the premium having been actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the usual company's share; except that when this policy is canceled by this company by giving notice it shall retain only the *pro rata* portion.

If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or corporation having an interest in the property insured, or in the insurance other than the interest of the insured as described herein, the conditions hereunder contained shall apply in the same manner as if the interest of the insured were the only interest. Such provisions and conditions of interest relating to such interest as shall be written upon, attached, or amended hereto.

CONCLUSIONS

"Provisions required by law to be stated in this policy."—"This policy is a stock policy, and is issued under and in pursuance of Chapter 189 of the Laws of the State of New York, passed April 16th, 1874, and amended by Chapter 283 passed May 21st, 1878, entitled "An Act to provide security against extraordinary contingencies, and for the creation of safety funds by Fire Insurance Companies."

This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, agreements, or conditions as may be indorsed hereon or added hereto, and no officer, agent, or other representative of this company shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement indorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured unless so written or attached.

In Witness Whereof, this company has executed and attested these presents. This Polley shall not be valid until countersigned by the duly authorized Manager of the company at 123 Broadway N Y

A. M. McCoy.
 ຊຽນຕາມ ພູ. ພູ.

CENTRAL BRANCH OFFICE
No. 1273 BROADWAY.

Countersigned at _____ this _____ day of _____
Wm. B. Mumford Manager.

H. W. Lambert
President.

0089

Assignment of Interest by Insured.

The interest of _____ as owner of property

covered by this Policy is hereby assigned to _____

subject to the consent of the CONTINENTAL INSURANCE COMPANY.

[Signature of the Insured]

Dated _____

NOTE.—To secure Mortgages, if desired, the Policy should be made payable on its face to such Mortgagee, as follows: Loss, if any, payable to John Doe, Mortgagee.

Consent by Company to Assignment of Interest.

The CONTINENTAL INSURANCE COMPANY hereby consents that the interest

of _____ as owner of the property

covered by this Policy be assigned to _____

[Signature for Company]

Dated _____

Standard Fire Insurance Policy of the State of New York

EXPIRES

PROPERTY

AMT \$

PREMIUM \$

Simon Schwartzman

No. *54203*

CONTINENTAL

Insurance Company,

100 BROADWAY, NEW YORK.

CASH CAPITAL, \$1,000,000.

BRANCH OFFICE,

UNION DIME SAVINGS BANK BUILDING,

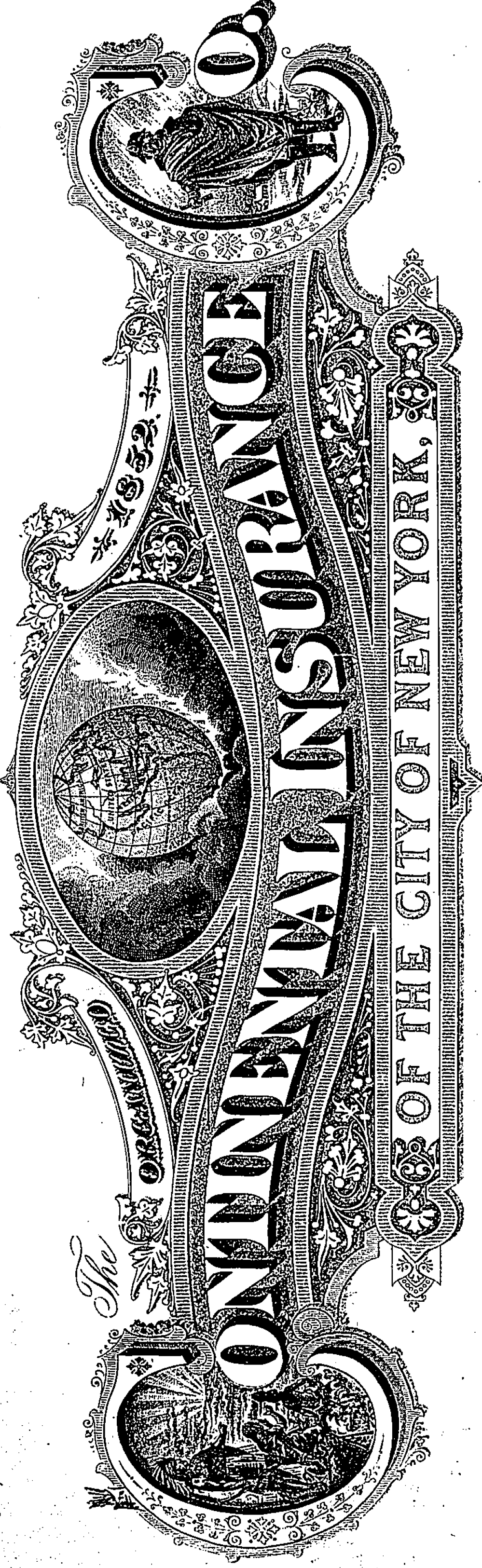
1273 Broadway, N. Y.

Ridley
It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

Recd 1882
Oct 20 1882

© No. 519 13

\$500



In Consideration of the Stipulations herein named and of

Dollars Premium

Does Insure *James Schwartzman*

for the term of *Annual*

from the *Eleventh* day of *June* 18*87*, at noon, to the *Eleventh* day of *June* 18*88*, at noon,

against all direct loss or damage by fire, except as hereinafter provided,

Dollars,

To an amount not exceeding *Five Hundred*

to the following described property while located and contained as described herein, and not elsewhere, to wit:

As per printed slip No. 1150's signed by *Manager*

Central Branch Office, and duplicate filed in said office,

On *the* household furniture, useful and ornamental, beds, bedding, linen, wearing apparel, plate, plated ware, printed books, pictures and their frames, sewing machine, watches and jewelry in use, piano forte and family stores

all while contained in the *building* occupied as a

dwelling No. *49 West 56th Street* in the

Suite *10* City of New York.

Charles Schwartzman MANAGER.

1 This company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for
2 depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or if
3 they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined, the sum for which this company is liable pursuant to this policy shall be payable sixty days after due notice, ascertainment,
4 estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy. It shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value,
5 and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be
6 no abandonment to this company of the property described.

7 This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material
8 fact or circumstance concerning this insurance or the subject thereof; or if the interest of the insured in the property is not
9 truly stated herein; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or
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111 the subject thereof; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or
112 the subject thereof; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or

113 If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed,
114 that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, such
115 as to the value of the property, shall be void; but this company shall cover the value of the property in any one such new location, be
116 the value in all such new locations; but this company shall not, in any case of removal, whether to one or more locations, be
117 liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the time
118 of fire, whether the same cover in new location or not.
119 If fire occur the insured shall give immediate notice of any loss thereby in writing to this company, protect the property
120 from further damage, forthwith separate and remove the damaged and undamaged portions of the property, and shall not
121 remove the same from the premises until the amount of loss has been ascertained and the amount claimed thereon; and
122 within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this com-
123 pany, signed and sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire;
124 the interest of the insured and of all others in the property; the cash value of each item thereof and the amount of loss thereon;
125 all incumbrances thereon; all other insurance, whether valid or not, covering any of said property; and a copy of all the descrip-
126 tions and statements in all policies; any changes, additions, deletions, or alterations, and the several parts thereof, were
127 made at the time of fire; and shall furnish, if required, verified plans and specifications of any building, fixtures, or
128 machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not inter-
129 examined in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has
130 examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary
131 public shall certify, as often as required, shall exhibit to any person designated by this company all that remains of any property
132 herein described, and submit to examinations under oath by any person named by this company, and subscribers the same; and
133 as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies
134 thereof if originals be lost, at such reasonable places as may be designated by this company or its representative, and shall
135 permit extracts and copies thereof to be made.
136 In the event of disagreement as to the amount of loss the same shall, as above provided, be ascertained by two competent
137 and disinterested appraisers, one to be named by the insured, and the other by the company, who shall first select a competent
138 and disinterested referee; the referee shall then select two appraisers, one to be named by the insured, and the other by the company,
139 and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine
140 the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the
141 expenses of the appraisal and umpire.
142 This company shall not be held to have waived any provision or condition of this policy or any forfeiture thereof by any
143 requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for, or by the
144 fact that it has received any payment on the loss, or by the fact that it has received any payment on the loss, or by the fact
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201 Provisions required by law to be stated in this policy. This policy is a stock policy and is issued under and in pursuance of Chapter 189 of the Laws of the State of New York, passed April 16th, 1874, and amended by Chapter 232 passed
202 May 21st, 1875, entitled "An Act to provide security against extraordinary contingencies, and for the creation of safety funds by Fire Insurance Companies."
203 This policy is made and accepted subject to the foregoing stipulations and conditions, with such other provisions, agreements, or conditions as may be indorsed hereon or added hereto, and no officer, agent, or other representative of this com-
204 pany shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement indorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall
205 have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured
206 unless so written or attached.
207 In Witness Whereof, this company has executed and attested these presents. This Policy shall not be valid until countersigned by the duly authorized Manager of the company at 127 1/2 Broadway, N. Y.

208 *Wm. Murray* Secretary & Co.
209 CENTRAL BRANCH OFFICE, 127 1/2 Broadway, N. Y.
210 *Charles Schwartzman* Manager.
211 *Wm. Murray* Secretary & Co.
212 *Charles Schwartzman* Manager.
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299 *Wm. Murray* Secretary & Co.
300 *Charles Schwartzman* Manager.

0091

Assignment of Interest by Insured.

The interest of

as owner of property

covered by this Policy is hereby assigned to

subject to the consent of the CONTINENTAL INSURANCE COMPANY.

Dated

[Signature of the Insured]

NOTE.—To secure Mortgages, if desired, the Policy should be made payable on its face to such Mortgagee, as follows: Loss, if any, payable to John Doe, Mortgagee.

Consent by Company to Assignment of Interest.

The CONTINENTAL INSURANCE COMPANY hereby consents that the interest

of

as owner of the property

covered by this Policy be assigned to

[Signature for Company.]

Dated

Standard Fire Insurance Policy of the State of New York

EXPIRES

PROPERTY

AM'T \$

PREMIUM \$

Simon Schwartzman

No. 549 1/2

CONTINENTAL

Insurance Company,

100 BROADWAY, NEW YORK.

CASH CAPITAL, \$1,000,000.

BRANCH OFFICE,

UNION DIME SAVINGS BANK BUILDING,

127 1/2 Broadway, N. Y.

McElly

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

0092

**REDUCTION
RESTORED TO
14X**

0094

Submission to Appraise.

AGREEMENT.

It is Hereby Stipulated and Agreed by and Between Simon Swartzman

Continental Ins. Co. of New York by _____
Ins. Co. of _____ by _____
Ins. Co. of _____ by _____
Ins. Co. of _____ by _____
Ins. Co. of _____ by _____
Ins. Co. of _____ by _____
Ins. Co. of _____ by _____

each acting for itself and not as agent for the other, and each a party of the second part that Mr. Louis

Baddock & Sons shall make a careful appraisal, as required by the said several policies issued by said companies, of the cash, sound value of the property of Simon Swartzman on the 11 day of August, 1887, which is more particularly described in Schedule A, hereto attached, as well as of the actual loss or damage thereto by a fire which occurred on that day; that before entering upon the duties hereby assigned them, they shall appoint a third party, who shall act as umpire upon matters of difference only, and that said appraisal when so made by them (or any two of them), in writing, shall be binding and conclusive upon all the parties in interest as to the cash, sound value of said property as well as of the amount of loss and damage thereto, but that such appraisal does not in any respect waive the proof of such loss and damage required by the conditions of the Policy of Insurance thereon.

Policy No. 54213 of said Company, issued at the New York Agency.

The property on which loss or damage is to be appraised is the bedding &c as per
schedule attached

Building.

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the respective parties hereto, that said Appraisers shall determine and decide the actual cost, at the present net cash price of materials and labor, of a new building of same size, style, materials and finish as the one so destroyed, or for repairing the building, damaged by said fire, a proper deduction to be made by them for the cost of excavations, the value of the walls, materials, or any portion of said building saved, as well as for depreciation on account of age, use, neglect and location, and for the difference (if any) between the value of a new or repaired building and the one insured and referred to in this submission;

Stock, Machinery, and Other Personal Property.

AND IT IS FURTHERMORE EXPRESSLY UNDERSTOOD AND AGREED, that in appraising the damage to stock, machinery, or other property, the said Appraisers are to take into consideration the age, condition and location, and also the cash value of said property, or any portion thereof, previous to the fire, which may have been saved in a damaged condition, and after appraising the cost of repairing or replacing said property, a proper deduction shall be made by them for the difference (if any) between the value of the said property when repaired or replaced new, and the property so insured and upon which claim is made. Said Appraisers must exclude from the amount of damage any sum for previous depreciation from age, location, ordinary use, or cause whatever, and simply arrive at the damage actually caused by said fire.

Damaged Property Must be Arranged for Appraisal.

AND IT IS FURTHERMORE EXPRESSLY UNDERSTOOD AND AGREED, that the assured must at once place the damaged property in as good condition as possible, assorting and arranging the same according to their kinds, separating the damaged from the undamaged, and fill out the Schedule blank with a list of the articles upon which damage is claimed, showing the kind and quality of each, so that the Appraisers may perform their duty with greater facility. The appraisers will then determine the actual sound, cash value of each article, and place the damage on each at a definite sum per yard, pound, bushel, or gallon, &c., as the case may require, in their proper columns. Articles without apparent or known damage, are to be considered uninjured, and not to be included in this Schedule; and if any such are entered herein, the Appraisers will mark them, "Not damaged." Goods damaged by removal should be specified separately.

Witness our hands at New York
This 7 day of September 1887

Richard Wagner

Continental Ins Co.

E. J. Mours
General

0095

Submission to Appraisers.

AGREEMENT

BETWEEN

Simon Swartzman

AND

Ins. Co.

Ins. Co.

And

Appraisers.

Umpire.

AWARD SOUND VALUE.

Building, Machinery, Stock,

\$ \$ \$

AWARD DAMAGES.

Building, Machinery, Stock,

\$ \$ \$

Fire, Aug 7, 1887

Property,

Situated,

JOHN K. OAKLEY, 150 Broadway, New York.

Appraisers' Declaration.

State of New York
County of New York ss.

We, the undersigned, do solemnly swear that we are not interested, either directly or indirectly, as partners, creditors or otherwise, or related to either of the parties to the foregoing agreement: that we will act with strict impartiality in making an appraisement of the actual cash, sound value, as well as of the actual damage to the property of Simon Swartzman insured by the within named Insurance Company agreeably to the foregoing appointment, and that we will return to said Company as well as to the assured—each party a copy—a true, just and conscientious appraisement of the same, according to the best of our knowledge, skill and judgment.

WITNESS our hands, this 10th day of September A. D., 1887.G. Badagor
Moses Cohen

Appraisers.

Sworn to before me by said Appraisers Umpire.

and subscribed by them in my presence, this 10th day of September A. D., 1887.

Hannan Victor

Notary Public

We the undersigned appraisers do certify that we have truly and conscientiously performed the duties assigned us, agreeably to the foregoing stipulations, and in every respect have complied with all the requirements therein contained, and have appraised and determined the actual cash, sound value of said property on the 14th day of September 1887, and the actual damage thereto by the fire on that day, to be as follows, to wit:

Appraisers' Award.

We, the undersigned, pursuant to the within appointment, DO HEREBY CERTIFY that we have truly and conscientiously performed the duties assigned us, agreeably to the foregoing stipulations, and in every respect have complied with all the requirements therein contained, and have appraised and determined the actual cash, sound value of said property on the 14th day of September 1887, and the actual damage thereto by the fire on that day, to be as follows, to wit:

Bidding as per schedule

ACTUAL CASH VALUE.

ACTUAL DAMAGE.

On Building,

\$

\$

12 20

On Machinery,

\$

\$

On Stock,

\$

\$

Total award, as per Schedule hereto attached,

\$

\$

12 20

WITNESS our hands, this 14th day of September 1887.Moses Cohen
Chas. D. Evans Jr.

Appraisers.

Umpire.

0096

United States of America.

STATE OF New York
 COUNTY OF New York } ss.

Be it known, That on this 5 day of August A. D. 1887
 before me Albert L. Phillips a Commissioner of
Seeds duly commissioned and sworn, and residing
 in the City of New York in the County and State aforesaid, personally
 appeared Simon Swartzman of the City
County and State aforesaid

who being duly sworn, depose and say, and each for himself says, that the following statement and the
 papers therein referred to and signed with his own hand contain a particular, just and true account
 of his loss in the words and figures following, to wit:

I. That on the twentieth day of June A. D. 1887 the
Continental Insurance Co. by their Policy of
 Insurance, numbered 54203 issued by Charles Schermerhorn
 their Agent at New York in the State of New York did insure
 the party herein and therein named against loss or damage by fire to the amount of Five hundred
dollars

54203

500.00

Give the written portion of the Policy in full.

Two
Simon Swartzman - One year - Seventeenth -
June - 87 - Seventeenth - June - 88 - Five
Hundred - 54203 - manager - 54203 - this
Brick - dwelling - No 419 West 56th Street -
Charles A. Schermerhorn - 500 - 40 - One year
200 - Twentieth June - 7 - Charles A.
Schermerhorn

0097

For the term of One year from the 17 day of June A. D. 1887 to the 17 day of June A. D. 1887 at noon; which said Policy was subsequently continued in force by renewal, until the _____ day of _____ A. D. 18 -- at noon.

In the Schedules of additional insurance give the name of each Company, date and term of Policy, rate of premium, and the entire written portion of each.

II. That in addition to the amount covered by said Policy of said Company, there was _____ other insurance made thereon to the amount of _____ dollars, as specified in the accompanying schedule, showing the name of each company, and the written portions of each policy, besides which there was no other insurance thereon.

If the loss is on buildings, give their value exclusive of land, cellar and foundations. Value of all the property insured by Policies to be given.

III. That the actual cash value of the property so insured amounted to the sum of Five Hundred Dollars at the time immediately preceding the fire, as will appear by the annexed schedule _____ showing a full and accurate description of each kind of property, and the value of the same, with the damage or loss on each stated separately.

IV. That the property insured belonged to deponent

If Real Estate, state whether it is owned in fee simple, or held on lease. If the property be held in trust or on commission, state in the Schedule the names of the owners, marks and numbers, and the insurance, if any, by the owners or consignee.

V. That the building insured or containing the property destroyed or damaged, was occupied in its several parts by the parties hereinafter named, and for the following purposes, to wit:

Four or five families whose names are unknown to deponent, ground floor occupied as grocery store on one side and shoe store on the other side, upper floors occupied as private dwellings.

and for no other purpose whatever.

VI. That on the fourth day of August A. D. 1887 a fire occurred by which the property insured was injured or destroyed to the amount of One hundred dollars, as set forth in the statement and the several schedules and papers hereunto annexed, which the deponent declare to be a just, true and faithful account of his loss as far as he has been able to ascertain the same.

0098

Make such subdivisions of the amount claimed to correspond with the subdivisions of the Policy.

And the insured claim of the Continental Insurance Co
the sum of \$ 100.00 as follows:
\$ 100.00 On bedding to wit: feather bed and
\$ On bed sheets
\$ On 50 lbs of Lumber C. 2nd
\$ On _____
\$ On _____
\$ On _____
\$ On _____
\$ 100.00 Total amount claimed.

That the fire originated from two rooms in the rear of the
floor occupied partly by deponent, which two rooms
are occupied by the housekeeper of the premises
not by deponent, the primary cause of the
fire being unknown to deponent

and the said deponent, further declare, that the said fire did not originate by any act, design, or procure-
ment on his part, or in consequence of any fraud or evil practice done or suffered
by him and that nothing has been done by or with his privity or consent to violate
the conditions of insurance or render void the Policy aforesaid.

Witness my hand at New York in the County of New York and
State of New York this 5 day of August A.D. 1887

Wm. J. W. W. W.

Subscribed and sworn to, before me, this 5 day of August A.D. 1887

Albert R. Phillips
Com. of W. & W. W.

STATE OF New York
COUNTY OF New York } ss.

I, Albert R. Phillips,
residing in the most contiguous to the property hereinbefore described, hereby
certify that I am not concerned in the loss or claim above set forth, either as creditor or otherwise, or
related to the insured or sufferers; that I have examined the circumstances attending the fire, or damage
as alleged, and that I am well acquainted with the character and circumstances of the insured, and do verily
believe that he has by misfortune, and without fraud or evil practice, sustained loss and damage
on the property insured to the amount of one hundred dollars.

In Testimony whereof, I have hereunto set my hand and official seal this 5th
day of August A. D. 1887

Albert R. Phillips
Com. of W. & W. W.

0099

Received of
Messrs. J. & W. G. Brown
1117 Broadway
City, N. Y.

Proof of Loss.

Policy No. 54203

Amount, \$ 5750.00

Agency at

0100

New York, Aug 8 - 1887

Continental Insurance Co

Sir,

Please take notice that I
shall be compelled to remove
from my present residence on
Thursday Aug. 11th 9 A.M. and
that I shall not be able to
keep the articles damaged as
stated in my Proof of Loss
for the inspection of appraisers
longer than until then, as the odors
arising from the burned bedding
are too offensive and likely to
create disease.

Respy Yours,
Simon Stewartman
419 West 56 St.

0101

New York, Aug 5 - 1887

Continental Insurance
Co.

Herewith I give proof of
loss contained on my
property insured by you.
In case of your objection
to the amount fixed,
I shall select an appraiser
on my side Mr. Barnes,
34 Orchard St. 1st floor,
N. Y. City.

Respectfully Yours

Wm. H. H. H. H.

2419 West 56th Street

0102

TORN PAGE

New York, Aug 15 1887
Reg No 54203,

Continental Insurance
Co.,

Sir,

Please take notice
that I have removed
to 1107, 1st Avenue top
floor, where your ap-
praiser may find the
damaged goods as per
proof of Aug. 5th.

Respectfully
Simon Swartzman

COURT OF GENERAL SESSIONS

Part II.

The People of the State of New York : Before Hon. Fred'k.
against :
Simon Schwartzmann : Smyth and a
f - - - - - : Jury .
Indictment filed September 30th 1887.

New York October 20th 1887.

APPEARANCES: For the People Asst. Dist. Atty
Ambrose H. Purdy.

For the defendant M. Levy, Esq.

GEORGE A. WHEELER, a witness for the People testified:-
I am a witness

I am a city surveyor. I made the diagram shown me of the premises No. 419 West 56th Street; it is a correct diagram.

Cross Examination:

It is a correct diagram of the easterly half of the building No. 419 West 56th St.

JACOB FRANK, a witness for the People testified:-

I am the assistant fire marshal of the city of New York. I visited the premises n0. 419 W. 56th St. on the 8th of August. I found the occupant to be the defendant and on an examination of the premises I found that two fires----I came into room " and with the assistance of a man I had with me I lifted the bureau and rubbed my hand over the ~~w~~base board and came into contact with the piece of cloth I have here , which I pulled off ; getting a lamp I found that the base board had

0104

2

been charred and burnt. This cloth was wet with shoe-makers paste and was pasted over a burnt part of the base board; I took some of the paste on this cloth and

the back room and compared with the paste with some paste in a pot there and it compared exactly. There were evidences of fire in three rooms and they smelled of oil.

I asked the prisoner about this piece of cloth and the paste on it and he denied all knowledge of it; he said he knew nothing about how that cloth came there.

Cross EXAMINATION:

There was a strong smell of oil in some of the rooms. I can swear of my own knowledge that the smell was that of oil. These premises were situated in the 21st ward.

MICHAEL BURKE, a witness for the defendant, testified:

I am a laboring man and live at No. 419 West 56th St. I occupied the floor over Mr. Schwartzman. About three o'clock on the morning of the 4th of August I was awakened by Mr. Schwartzman's wife; she was getting out of her front window; I asked her what was the matter and she did not answer me. I dressed myself and went downstairs and when I got down there I found smoke in the hall. I knocked on the door of Schwartzman's room but got no answer and then I burst in the door and found his bed on fire. The defendant had all his clothes on. The room was burning behind the bureau and at the end of the sofa; I put out the fire the best way I could. The last of the five rooms on that floor was unoccupied. There was a pile of wood on the floor in this last room which I had left there, and it smelled to me as if there

0105

3

was oil on it. There were fires in three different rooms .

CROSS EXAMINATION:

I am sure I saw Mrs. Schwartzman at two o'clock in the morning. I was not durnk that night . I never had any quarrell with Mr. Schwartzman in my life . I never allowed little boys to smoke in that last room . I think Mr. Schwartzman was the only Hebrew in that house . It is not a fact that I have had many q arrells with the defendant.

JOHN J. O'NEIL, a witness for the People, testified:

I am a plumber and reside at No. 417pW. 56th . I recolect the 4th of August about three o'clock; I heard a woman screaming; I opened the window and ,looked out and I seen a woman in white clothing inside the railing of the next house ; I heard her calling out "Police and Murder; I put on my pants and went into No. 419. I got into the rooms and in one of the rooms in the centre of the floor in front of a mantel piece , I saw what looked like a broken soap box piled up ; it was burning ; I took a dish pan, drew some water and put the fire out. I saw the prisoner there; he was standing by the mantel piece all dressed .

CROSS EXAMINATION:

I went to the window first nand looked out when I heard the woman scream before I ent down stairs. When I we t into the house, it was into the 5th or last room that I went; it was unoccupied .

0106

4

DAVID CONNER, a witness for the People, testified:

I am captain of 23 Engine. I responded to the alarm of fire at the premises No. 419 W. 56th St. On the 4th of August I received the alarm at 3.09 A. M.; I responded with my company to 419 W. 56th St. and on arriving there we ascertained that the fire was on the first floor; we made a search through the apartments and found that the fire started in the rear room. I did not notice any signs of oil or kerosene in the rear room; In the third room about the jam of the door I noticed an oily substance on the floor. I did not notice any fire behind the bureau at that time.

CROSS EXAMINATION:

I did not examine the oily substance on the floor close enough to smell it. It was oil of some description.

Q. For all you know it might have been some oil that he used in his business ? A. I do not. I did not examine it .

WILLIAM J. COLBY, a witness for the People, testified:

I am a fireman. I responded to the alarm on the 4th of August at 419 W. 56th St. I found a fire in the middle of the floor in the 5th room, and the floor partly burned; in one of the other rooms occupied by the complainant I found some oily substance on the floor; I put my finger to it, smelled it and found it to be kerosene. I removed a bed in one of the defendant's rooms and I found the floor blistered and burnt. I saw the defendant there and I asked him how the fire

0107

5

occurred and the wife spoke up and said "He dont speak English"; I asked her how it occurred and she said "I dont know; it came in under the door from the rear room".

CROSS EXAMINATION:

There was oil at the door between rooms 3 and 4. I

EDWARD F. NOURSE, a witness for the People, testified:

I am connected with the Continental Insurance Company .

It is conceded that at the time of this fire there was a policy of Insurance existing upon the property of the defendant upon the premises in question.

Cross Examination:

Mr. Schwartzman reported the amount of his loss to the company. I told Schwartzman that his loss was about ten dollars and he would not take less than \$100.

-----D-E F E N C E -----

SIMON SCHWARTZMANN, the defendant testified:

On the night of the 4th of August I was sleeping in bed with my wife; my wife smelled some smoke; she took the baby from the bed and woke me up; she pulled me out of bed and cried out "Fire" and to me she said "Save the children". She could not find the key to the door for us to get out and then she went to the window and screamed . I handed the children out of the window to her . Then the neighbors came in and the fire was put out . This fifth room is frequented by different people in the house; there are in and out of it all day.

0108

6

I have heard people in that room in the night time as late as one o'clock. There is a cellar to the house and young people drink beer and smoke cigarettes there. The People in that house were all Christians and they called me the "Big Sheeney" and my children they called the "Little Shenies". . . I first noticed the fire in the large room when I got out of bed. I remember that we had a lamp in the sleeping room; and when my wife got up she touched that table and the lamp went out. After the fire I went to the Insurance office and made a claim . . . I used oil in my business to sharpen my knife and on the machine. I did not have any conversation with Mr. Frank, the fire Marshal, in German .

CROSS EXAMINATION:

I was not insured before I moved into this house; this is the first time I have ever been insured . I have never been in that rear room in my life. I did not tell Mr. Frank that I found a cup of kerosene oil on the bureau ; I did not tell him that I saw the fire behind the bureau . There were boys around there and they used to smoke cigarettes; sometimes I gave a boy a penny for going on errands for me and he would buy cigarettes.

SOPHIA SCHWARTZMANN, a witness for the defendant testified:-

I am the wife of the defendant. I remember the night of the fourth of August. I was sleeping with my husband and a little baby. I felt a kind of smoke and I jumped up and took my baby; my husband was asleep; I took two children and woke my husband up and he took the third child in his arms; the lamp went out and I could

0109

7

not find the key of the door; then I ran to the window and my husband behind me and he and I commenced screaming. Then the neighbors came around and some of them broke in the door. My husband was in his night clothes and afterwards I told him he might catch cold and he went and put on his clothes. I have never been in the rear room of these apartments in my life.

CROSS EXAMINATION:

I don't know anything about the oil in the room. I don't know anything of how the place got on fire. There were several barrels piled up in that room when I saw it the next day. I did not see any kerosene on the floor. I bought whatever kerosene oil was there in the house from the grocery store in the same house. I saw a man chopping wood and smoking in this last room.

JESSIE CASEY, a witness for the defendant testified:

I know the defendant and have known him for three months. I lived in the same house with him. His character for honesty is good.

LOUIS BARDASH, a witness for the defendant, testified:

I know the defendant; his character is good.

HENRY CORT, a witness for the defendant, testified:

I know the defendant; his character is good.

Thomas Bryce, testified to the same effect.

Jacob Frank, recalled:-

I examined the defendant and his wife in regard to this fire. I wrote down the statement and I have it here. I recollect their saying that two or three days before the fire they bought oil; and they did not

0110

8

know how the oil came to be spilled around the room .

PATRICK BURKE, recalled, testified that there were no barrels in the fifth room .

CHARLES C. DIETSCH, testified that he compared the shoemakers apaste found on the cloth with some shoemakers paste found in the defendants rooms and it was alike .

The board which was burned behind the bureau was produced and offered in evidence .

The Jury returned a verdict of GUILTY of Arson in the first degree .

Indictment filed Aug. 30, 1887

The People &c.

against

Simon Schwartzmann.

Abstract of testimony taken

on trial October 20th

1887.

0112

PART II.

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

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

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

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPÆNA

FOR A WITNESS TO ATTEND THE

Court of General Sessions of the Peace.

The People of the State of New York,

To *Mrs. Casey* *Top floor*
of No. *551 - 11th Avenue*

GREETING:

WE COMMAND YOU, That, all business and excuses ceasing, you *appear* in your proper person, before the Court of General Sessions of the Peace to be holden in and for the City and County of New York, at the Sessions Building in the Park of the said City, on the *20th* day of *October* instant, ~~at the hour of ten~~ *at once* ~~in the forenoon~~ of the same day, to testify the truth and give evidence in our behalf, against

Simon Schwartzman

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

WITNESS, Hon. FREDERICK SMYTH, Recorder of our said City, at the City Hall, in our said City, the first Monday of *October*, in the year of our Lord 188 *7*

RANDOLPH B. MARTINE, *District Attorney.*

0113

Court of General Sessions.

THE PEOPLE

vs.

Simon Schwartzman

City and County of New York, ss.:

Peter J. Boylan

being duly

sworn, deposes and says: I reside at No.

980 - 3^d Avenue

Street, in the City of New York. I am a subpoena server in the office of the District Attorney of the

City and County of New York. On the

20

day of

Oct.

1887

I called at

the corner of 11th Avenue & 42^d Street

where No. 551 - 11 Avenue ought to be, the same being

the alleged residence

of

Mrs. Casey a witness

the complainant herein, to serve her

with the annexed subpoena, and was informed by

Mr. Sullivan

who keeps a saloon at No. 553 - 11 Ave. that there is no such number as 551 - 11 Ave. there being a gas house on the entire block between 41st & 42^d Street. and he also informed me that no one by the name of Mrs. Casey resides in that house and is not known there. I also called at the opposite corner. (No. 552) but could not find anyone who knows the said Mrs. Casey, the said building being used as a boarding house for gentlemen. I also called at 551 - 10 Avenue but could not find anyone there who knows the said Mrs. Casey or where she can be found.

Sworn to before me, this

20

day

of

Oct.

1887

Rudolph L. Schauf

Peter J. Boylan

Subpoena Server.

COMMISSIONER OF DEEDS,
N. Y. CITY & COUNTY.

Court of General Sessions.

THE PEOPLE, on the Complaint of

vs.

Minor Schwartzman

Offense

RANDOLPH B. MARTINE,

District Attorney.

Affidavit of

Peter J. Doyle

Subpoena Server.

Failure to Find Witness.

0114

0115

Grand Jury Room.

#92

PEOPLE

vs.

Simon Schwartzman
and

Sophia Schwartzman

Arson 1st Degree

The Grand Jury request
the Janitor M. Burke
and John Quigley
to be subpoenaed
as they want further
testimony Sept-15th/87
also
Sophia Schwartzman

0116

Fire Department of the City of New York.

BUREAU OF FIRE MARSHAL.

[Form No. 3.]

(155 & 157 MERCER STREET.)

419. W 56th
Dec 4/87.State of New York,
City and County of New York, } ss.

Louis Pardasch

of No. 24 Orchard Street

being duly sworn, deposes and says: My business is

making button holes. I know
 Simon Schwatzman, have
 known him two or three years.
 I was asked by him to act as
 his appraiser on his property
 damaged by fire. I never did
 such a thing before. Never
 acted as appraiser. Know nothing
 about the value of such goods
 as I was asked to appraise.
 I signed some paper twice
 & then went to the house of
 Schwatzman to see the
 property. Mr. Cohen was the
 other appraiser & we appointed
 a third man. Cohen first
 said he would give Schwatz-
 man a damage of fifteen
 dollars. & afterwards fixed it
 at twelve dollars & twenty
 cents. I would not sign the
 appraisal because he reduced
 his figure from fifteen
 dollars to twelve dollars &
 twenty cents. I would have
 signed the appraisal for

Subscribed and sworn to, this

188, before me,

day of

0117

Fire Department of the City of New York.
BUREAU OF FIRE MARSHAL.

[Form No. 3.]

(155 & 157 MERCER STREET.)

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

fifteen dollars. If
he had ^{of No.} paid nothing about
fifteen dollars I would have
being duly sworn, deposes and says:

*signed for twelve dollars &
twenty cents. Schvartzman
told me I should be paid
for my work - but he has not
paid me. I saw nothing
damaged but the feathers &
bed clothing. I have not
seen Schvartzman for
about a month. I do not
know where he is -
Schvartzman never told
me what amount of damage
he wanted me to sign for.
Not to sign unless for twenty
five dollars. I Pradosch*

Subscribed and sworn to, this

13th

day of

1887, before me,

*Wm. Lusk
Notary Public*

0118

Fire Department of the City of New York.
BUREAU OF FIRE MARSHAL.

(Form No. 3.)

(155 & 157 MERCER STREET.)

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

John Mc Grane
of No. *424 West 56th St*

being duly sworn, deposes and says: *Am a dealer in coal*

*on Aug 4th at about 3 AM I was awaked
by shout of murder watch & Police I got
out of bed and came over to no 419-
and found Mrs Schwartzman out side
of the house I asked her what was the matter
and she gave me no answer, three minutes
later I seen Mr Schwartzman come out
of the hall of the house he said that there
was a fire in the back unoccupied room
then the baker and Mr Meekam busted the
door the rear door I went in and seen
a fire burning on the center of the floor
I went for water and put out the fire,
I then went toward the front of the house
and I noticed smoke coming out of the
bed room windows of Schwartzman room
hurriedly and Meekam were in there room
I went in and seen another fire in
the 3rd bed room on the floor and on the bed
I smelt the kerosene oil in the bed room
and the door and floor burnt I helped
to extinguish the both fires these fire did
not connect with each other, there was fire
only on the inside of Schwartzman room door
not on the other.*

John J. Mc Grane

Subscribed and sworn to, this

21st

day of

1887, before me,

J. A. Francis
Deputy Fire Marshal

0119

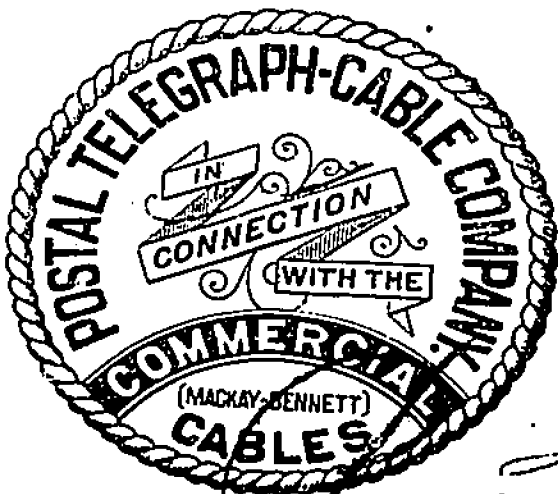
In Re
Schwartzman
419.1056²
—

affs of
McGrane

&
Barkash
—

0120

Form 2.



TELEGRAM.

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.

ALBERT B. CHANDLER, Pres't and Gen'l Manager.
HENRY ROSENER, Vice President.

EDWARD S. PLATT, Treasurer.
GEORGE WILLIAMSON, Sec'y and Auditor.

Dated

To

Produce Exch NY
Pushy west attys office
Could you make us a
visit today at the 3 broad
St door
WE Young

0121

Grand Jury Room.

PEOPLE

vs.

Schwartzman

Prison

The Grand Jury will
Please sign what
further action they
desire in the above en-
titled case.

W. B. P.

0122

Fire Department of the City of New York.

BUREAU OF FIRE MARSHAL.

[No. 3.]

(155 & 157 MERCER STREET.)

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

Simon Schwartzman

of No. *1107-1st Avenue*

being duly sworn, deposes and says: *Am a Shoemaker live*

at above place since August 13th previous to that time at no 419 West 56th St occupying 1st floor east 3 rooms on front and the night of the fire Aug 4th I went to bed at about 9 P.M. I sleep with my wife and baby in the rear room. during the night I do not know what time it was my wife woke me up and said there was smoke and fire pulling me out of bed on the floor. I then took one of the children and went for the front door but found it had no key it had fallen out of the lock then went for the front window. found my wife trying to open it she could not I then opened it and my wife went out in the street and I handed her the children and went out after her the fire at that time was in the rear bed room we were both undressed the door leading from my bed room to the rear unoccupied room were fastened with strong wire from the inside of my room and no one could get through unless they went through my room and my bed is up against the door and no one went through there that night. When we went out the window we shouted fire and the people came running they broke in the door and put out the fire I did not go back into the room for half an hour after did not help to put

Subscribed and sworn to, this

188, before me,

day of

0123

Fire Department of the City of New York.
BUREAU OF FIRE MARSHAL.

(Form No. 3.)

(155 & 157 MERCER STREET.)

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

out the fire as I was
of No. not present. I returned to my room and
being duly sworn, deposes and says: found that the bed and

inside of door had been burned and I seen
and smell the mercure^{oil} on the side of door
and on the floor but how it came there I do not
know I seen where the base of the floor had
been on fire and the piece of cloth with the
shoemakers paste on it. I seen where there had
been a fire in the rear room and the barrels
and wood that was taken away by the house keeper
from the door leading to my room. Was insured
for \$500 in the continental insurance Co - insured
about 2 months before the fire by an agent who came
around I do not know him. I took my policy for
safe keeping to 34 Orchard St Mr Bates and at the
present time it is at 132 Nassau St at my
lawyer Mr Rosenberg - I or my wife did
not leave the bed or room at any time
during the night of the fire how
the fire occurred I do not know
We moved as early in the morning on account of
the people in the house we were afraid
of trouble with them I am a baptist
few into the christian faith

1887 1915 1916

Subscribed and sworn to, this

August day of

1887

1887, before me,

J. A. Thurnell
and Fire Marshal

0124

Fire Department of the City of New York.
BUREAU OF FIRE MARSHAL.

(Form No. 3.)

(155 & 157 MERCER STREET.)

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

Sophia Schwartzman

of No. *1107 2nd Avenue*

being duly sworn, deposes and says: *am housekeeper moved*

to above place on the 18 of August, previous to that time resided at no 419 West 56th Street 1st floor East occupying 3 rooms kitchen in front center room used as childrens bed room and rear center as bed room for myself and husband in the rear of our rooms were two rooms a bed room and a kitchen unoccupied connecting with our apartments through door into our rear bed room. I never was in those rear rooms and do not know how the door was fastened. I remember that on the night of the fire we all went to bed at about 9 o'clock leaving a light-burn in the front room sometime during the night the baby became restless and I wore and gave her the breast after which we both went to sleep again, I again woke and smell smoke after coming to my senses. I seen the fire and smoke all over the bed room. I then called my husband and said we are on fire he was asleep and did not answer me, then I pulled him out of bed on the floor he said what's that and I said we are on fire we took the children and went for the front door but could not find the key as at the time I ran with the children. I ~~took~~ one of the children a tickle the towel and put out

Subscribed and sworn to, this

188, before me,

day of

0125

Fire Department of the City of New York.

BUREAU OF FIRE MARSHAL.

[Form No. 3.]

(155 & 157 MERCER STREET.)

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

the lamps and we
of No. Were in darkness I then went for the
being duly sworn, deposes and says: front window found I

could not open it my husband then opened
it and I went out with the children my husband
after ^{me} we then commenced to shout fire and
Police we shouted inside but no one came.
at that time after we shouted from the out
side of the house a lot of neighbors came I
do not know what they did. after which I returned
to the rooms and seen that the bed in the bed
room was burned and the door nothing else
did not see the fire in the rear kitchen or the one
behind the bureau I seen the next day when
the cloth was pulled off of the burned base
by your man we use two lamps when my hus-
band works we use three. two or three days after
the fire. I bought 2 quarts of kerosene oil
from the grocery store in the same house
I do not know how the oil came to spill
on the floors in the bed room or who scraped
the floor after the fire or who put the piece
of cloth over the burned base with the shoe maker
paste on it. at the time of the fire the fire
insurance policy was down town at a friends
place named Barts I do not know where
he lives. I do not know how long ^{it} ~~they~~
have been there do not know how long
we have been insured do not know

Subscribed and sworn to, this

188, before me,

day of

0126

Fire Department of the City of New York.

BUREAU OF FIRE MARSHAL.

[Form No. 3.]

(155 & 157 MERCER STREET.)

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

in whose name
~~of No.~~ *the policy is made out the agent*
~~being duly sworn, deposes and says:~~ *Who insured us told us*

to take the policy away so that in case we
wanted it that we could lay our hands
on it. We lived at 419 W 56th St about 4 months
months were then insured for the first time
do not know the agent am insured for \$5000
We moved away from West 56th St on August
12th at 4 AM because we were afraid of the
people of the house, who were troubling us
I do not know what caused the fire
I seen that there were evidences of three
fires two in my room and one in the rear
kitchen. We thought - by buying our policy &
in our friend's house it would be safer
than in our own. We are not Jews changed our faith
in London 5 years ago because we thought the
episcopalian faith was the right one.

Sophie ^{for} Schwartzman
maile

Witness
Frank M. Lewis

Subscribed and sworn to, this

25th

day of

August

1887, before me,

J. A. Brown
and Fire Marshal

0127

Fire Department of the City of New York.

BUREAU OF FIRE MARSHAL.

(Form No. 3.)

(155 & 157 MERCER STREET.)

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

Mrs Agnes Purice

of No. 419 West 56th St

being duly sworn, deposes and says: I have charge of the

above building for Mr Lent. On August 4th about 2³⁰ AM my brother called me and said that there was something wrong in the house. I got up looked out of the front window saw Mrs. Schwartzman and the children on the street. I knew Mr Schwartzman's voice and heard him say shut up. About 10 minutes after the alarm I came down to ~~Schwartzman's~~ rooms in rear of 1st floor which were unoccupied and found that there had been a fire on the floor the floor burnt and about a barrel and a half of wood burnt. I stayed then until the fire men left and then went up to my rooms. Some 4 or 5 days after the family vacated the front rooms I went in and seen that the door and floor of the 3^d room had been burnt and the floor and base of the 2nd room. The morning when I cleaned up the rear rooms I went as far as Schwartzman's ^{3^d} room and seen where Kervans' air had been thrown on the floor of his room out under the door of the center unoccupied room smell it and any air it was Kervans' air. I did not rent the rooms to Schwartzman they were in the rooms before I took charge. I know they occupied the 3 room from the front on the east side of the house. There was not more than one barrel and a

Subscribed and sworn to, this _____ day of _____

188 , before me,

0128

Fire Department of the City of New York.

BUREAU OF FIRE MARSHAL.

-(Form No. 8.)

(155 & 157 MERCER STREET.)

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

Lab of building
of No. Wood in the rear room. the windows were
being duly sworn, deposes and says: nailers type by my husband

and the key was up in my room. the 3d door of
Schwartzman room leading to the rear room was
only fastened by a piece of wire from the inside
of his room he came open that and got into the
rear room. I seen the piece of cloth you
pulled off of the base boards of the 2d room
wet with Shoemakers paste. I seen Schwartzman
move away about 4 in the morning

Max Burk

Subscribed and sworn to, this 29th day of
August 1887, before me,

J. A. Truitt
Acting Fire Marshal

0129

Fire Department of the City of New York.

BUREAU OF FIRE MARSHAL.

-(Form No. 3.)

(155 & 157 MERCER STREET.)

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

Michael Burkeof No. 419 West 56th St.being duly sworn, deposes and says: On the morning of August

the 4th/87 I was awakened by screams of a woman I live on the 2nd floor of the above house. I went to the front window and looked out to the floor below and seen Mrs. Schwartzman who I personally know half way out of the window of her room. I asked her what was the matter and she would not make me any reply. I then put on my pants and ran down stairs I knocked at Schwartzman's door & receiving no answer Mr. Quigley and myself broke open his door found him sitting on chair made no remarks to us. then seen the bed in the 3^d room on fire ran for water and ~~put~~ put out the fire found the door and casing also on fire. on coming out into the second room found a fire burning behind bureau the bureau and casing were burning pulled the bureau away and put out that fire. While putting out the fires in front rooms someone broke in the rear rooms in occupation and put out a fire which was burning on the floor. I seen it after it had been extinguished. The windows in the back were tightly nailed down by me 10 days before the fire and door locked. the key that opened that door were in my hands or in my room at the time of the fire. the door leading -

Subscribed and sworn to, this

day of

188 , before me,

0130

Fire Department of the City of New York.

BUREAU OF FIRE MARSHAL.

-(Form No. 3.)

(155 & 157 MERCER STREET.)

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

from Schwartzman
~~of No. room to the rear rooms was only fastened~~
being duly sworn, deposes and says: *from the inside of his 3^d*

*bed room by a piece of wire wound around
a wire and no one could get into those rear
rooms but some connected with his family
he never as I know of had trouble with any
one in the house. Seen him move away at
3 o'clock in the morning*

Michael Burke

Subscribed and sworn to, this *29th*
August 188*7*, before me,
day of

J. A. Frank
Deputy Fire Marshal

0131

Fire Department of the City of New York.

BUREAU OF FIRE MARSHAL.

[Form No. 3.]

(155 & 157 MERCER STREET.)

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

of No. 419 West 56th St

being duly sworn, deposes and says: *John Quigley*
live on 3d floor of above

number On August 4th at about 9 AM was —
Awakened by screams of a woman. I came
down to 1st floor to door of room occupying
Mr Schwartzman knocked receiving no answer
and with the assistance of Mr Bruce broke in the
door found Schwartzman sitting on chair in front
room the wife ~~and children~~ out in the street
and also seen the Bed in the 3d room on fire
also the door leading to rear room and casing of Mr Bruce
went for water and put out the fire. After the fire
was out went out on side walk. I seen when there had
been a fire behind the bureau the next morning
as I was examining the room I did not go into the
rear rooms heard that there was another fire there

John Quigley
made

George Deannell
Witness

J. A. Frank
Asst Fire Marshal

Subscribed and sworn to, this *4th* day of
August 188*7*, before me,

0132

Fire Department of the City of New York.

BUREAU OF FIRE MARSHAL.

(No. 3.)

(155 & 157 MERCER STREET.)

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

Thomas Meekins

of No. 419 West 56th St

being duly sworn, deposes and says: live on 2nd floor of

the above named premises. On August 4th at about 2 AM I was awakened from my sleep by hearing screams I went to the front window and seen a woman getting out of the window of the 1st floor and children handed out to her. I then came down stairs went to the rear room in occupation and found that some one had broken into the room. Went in and found some strangers there and a fire burning on the floor this fire was being put out by the grocery man. I then went into the front room and at Schwartzman's ^{door} found Mr Burke and myself in the act of breaking into the room the door was bursten open and we three went in together found the bed in 3rd room on fire and the next fire I seen burning in the 4th room behind the bureau Mr Burke and myself put out the two fires. after the fires were all out I went back to my room. I seen and smell kerosene oil on the floor of Schwartzman's bed room and noticed that it was thrown from the inside out toward the inoccupation room

Thomas Meekins

Subscribed and sworn to, this 29th day of August 1887, before me,

J. A. Francis
Asst Fire Marshal

0133

Fire Department of the City of New York.
BUREAU OF FIRE MARSHAL.

(155 & 157 MERCER STREET.)

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

William Colby

of No.

being duly sworn, deposes and says: am acting Chief of the

9th Battalion New York Fire Dept. On August 4th at 3⁴⁵ AM Alarm of fire was received at my Quarters 48th St + 8th Avenue by telegraph from Station 556. proceeded to same and found the fire to be at 419 West 56th Street a tenement house occupied by families (4 to a floor) on entering 1st floor (rear) rooms unoccupied I found on the floor a lot of wood and rubbish which had been on fire. also about 12 feet from the fire in rear room I found a fire in rear bed room occupied by Simon Schwartzman and kerosene oil spilled over floor of the doorway leading to vacant rear rooms. these two fires did in no way connect with each other I asked Mrs Schwartzman when her husband was there he is pointing to him saying but he don't speak english. I asked her how did you have this fire in your ^{bed} room she answered saying it came under the door of the rear room. I said how is it that there is no sign of fire on the other side of the door and your side is burnt she answers saying I don't know. I asked her how is it you have a lot of kerosene oil spilled on your bed room floor she answered and said I don't know nothing. I then notified the Fire Marshal that the fire was of incendiary origin. William J. Colby

Subscribed and sworn to, this

188 , before me,

day of

John O'Neill
417 W. 56 St.
J. McGrane
424 W. 56 St.
Mr. Morse
Continental Hotel
100 Broadway
Louis B. Burdette
34 Orchard
Morse Cohen
32 Liberty
John Beckwith
John Beckwith
Fire Patrol 3
30th & 6 Ave

26 425
1 2
1 7
1 7

#92

Before the Grand Jury.

The People etc
agst

Simon Schwartzman
and Joseph Schwartzman.

Witnesses.

Jacob A. Termost
Assistant Fire Marshal
157 East 67th St.
Charles Dietrich
Fireman
157 East 67th St.
~~Charles Lee~~
~~Robert Lee~~
~~157 East 67th St.~~
David Bonner

Foreman
Engineer
158th St. near Broadway

Mrs. Agnes Berwick,
419 West 56th St.
Michael Berwick
419 West 56th St.
John Lincolley
419 West 56th St.
Theresa Meehan
419 West 56th St.
William Colby
Act. Chief 9th Battalion
48 West 4th St.
Fire Department
over

0135

Court of General Sessions

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Simon Schwartzman

The Grand Jury of the City and County of New York, by this indictment, accuse
of the CRIME OF *Arson in the first degree,*

committed as follows:

The said

Simon Schwartzman,

late of the *Second* Ward of the City of New York, in the County
of New York aforesaid,

on the *fourth* day of *August*, in the year of our Lord
one thousand eight hundred and eighty-*seven*, at the Ward, City and
County aforesaid, with force and arms, in the *night* time of the said day, a certain
dwelling house of one *Michael Burke*,
then and there situate, there being then and there within the said *dwelling*
house some human being, to wit: *the said*
Michael Burke,

feloniously, wilfully and maliciously, did set *fire* and burn, 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.

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

Simon Schwartzman

of the CRIME OF *Arson in the first degree,*

committed as follows:

The said

Simon Schwartzman,

afterwards, to wit, on the day and in the year aforesaid, at the Ward, City and County
aforesaid, with force and arms, in the *night* time of the said day, a certain
dwelling house of one *Simon Schwartzman*,

then and there situate, there being then and there within the said *dwelling*
house some human being, to wit: *one Michael Burke,*

set on fire and
feloniously, wilfully, and maliciously did burn, 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 Bennett
DANIEL C. ROLINS, District Attorney.