0966

BOX:
317
FOLDER:
3020
DESCRIPTION:
Sambalino, Adolph
DATE:
08/08/88

3020

Witnesses;

Counsel

Filed day of August 1888

Pleads, Guilty (Nos. 2-3)

THE PEOPLE

vs.

Adolph Sambaling

Forgery in the Second Degree.
[Sections 511 and 521, Penal Code.]
(Indictment, etc.)

JOHN R. FELLOWS
District Attorney

A True Bill.

Foreman.

Filed in the County Clerk's Office, 20 day of August 1888

Sentence

COURT OF GENERAL SESSIONS, PART I.

The People vs. Adolph Sambalino.	Before Hon. Recorder Smyth.

Monday, January 28th, 1889.

DAVID SPERO, sworn and examined.

By Mr. Parker:

Q Mr. Spero, where do you live? A. 125 East 81st Street.

Q You are a married man? A. Yes, sir.

Q What is your business, Mr. Spero? A. Importing and manufacturing artificial flowers and feathers.

Q How long have you been in that business altogether? A. 13 years.

Q Were you in business in that line in the spring of 1884, and where? A. 93 Bleeker Street.

Q In this City? A. Yes, sir.

Q How long did you stay at that place? A. About three years prior to 1884.

Q Now subsequent to the spring of 1884 how long did you stay? A. About one year.

Q When did you leave that place? A. I left there about the first of December, 1884.

Q In what name did you carry on business there? A. David Spero.

Q Your own individual name? A. Yes, sir.

Q Where did you go after you left that place of business?

A. I went to 639 Broadway.

Q In what name was the business there carried on? A. Under the firm name of Spero & Freidman.

Q Who was the Freidman? A. My mother.

Q Your mother? A. Yes, sir.

Q She acquired that name by a subsequent marriage to Mr. Friedman? A. Yes, sir.

Q She was a special in that firm? A. Yes, sir, he died in the meanwhile.

Q ~~Axxxxxxxx~~ How long did the firm of Spero & Friedman go on? A. Two years.

By the Court:

Q When did it commence? A. It commenced on or about December, 1884, and expired December, 1886.

By Mr. Parker:

Q And then Mrs. Friedman went out of the firm? A. No, sir, I bought the accounts and we dissolved.

Q She was out of the firm? A. Yes, sir, she went out of the firm.

Q And then you carried on business under what name afterward? A. David Spero.

Q Again in your own individual name? A. Yes, sir.

Q Where? A. At 606 Broadway.

Q You are there still, are you not, under the name of David Spero? A. Yes, sir.

Q Do you know the defendant Adolph Sambalino? A. Yes, sir.

Q How long have you known him? A. Since he came in my em-

ploy in the spring of 1884.

Q You were then at 93 Bleeker Street? A. 93 Bleeker.

Q He has been in your employ? A. Yes, sir.

Q In what capacity? A. As bookkeeper.

Q In the spring of 1884 he entered, how long did his employment continue? A. Up to July 27th, 1888.

Q And then it terminated for good? A. Then it terminated for good.

Q When he first came to you in the spring of 1884 you were at 93 Bleeker? A. Yes, sir.

Q It was there that the engagement of service was completed between you and him? A. Yes, sir.

Q Tell me on the first occasion when you met Sambalino what conversation you had with him, what agreement was made between you and the duties imposed upon him? A. I advertised for a bookkeeper, and among the replies I picked his out; I directed him a line and he called to see me; he gave me reference of a Coal and Wood Yard which I had no time to investigate. I may not remember who they were, it has been so long past. The reference was satisfactory and having no time to investigate the matter why I thought it was all right and I engaged him. He says if I would give him a trial he would be willing to work for $10.00 a week; I gave him a trial and he seemed to satisfy me; he acted very friendly; I gave him $10.00 the first week and the second week I raised him without asking it to $12.00. He said it was not for the salary he worked, he had several pupils; that he had left to him several pieces of property

and had an income on that, and that the Doctors forbade him to study during the day, teaching his scholars languages during the day and he took this as a pastime to occupy his mind.

Q What were the duties he was to perform? A. To charge up goods and enter bills and when the checks would come and go through my hands ----

Q He was to keep books in the first place? A. To keep books and enter my customers' checks as they came in and credit them on the ledger and cash book.

Q What proportion of your custom, if any, was out of town? A. Seven-eighths.

Q The most of those people remitted to you in part? A. In checks or drafts.

Q And they came to you by mail? A. By mail.

Q When the mail was received what was your custom? A. I would open the mail.

Q You yourself? A. Yes, sir.

Q And looked at the remittances? A. At the remittances and handed them over to him to see if the accounts were correct and send receipts. His duty was to credit the accounts on the books and send receipts for them. Then we had a rubber stamp made.

Q In what way was he to credit those accounts? A. By posting it into his cash book and from there to the ledger.

By the Court:

Q Did he put it in the cash book first? A. I suppose he did.

Q That is the course? A. Yes, that is the business course.

Q And then from the cash book posted it into the ledger?

A. Into the ledger.

By Mr. Parker:

Q Now, then, having done that what else was he to do?

A. Then he was to take those checks if they were correct -- he had a rubber stamp made.

Q It was his duty to stamp them? A. Yes, that rubber stamp was marked, "David Spero, 93 Bleeker Street." On the top was marked, "For deposit", and underneath, per A. S. It was not necessary to put Sambalino on; A. S. meant the initials of Sambalino.

Q What was done then with the checks? A. They were deposited in the German Exchange Bank, my bank.

Q Whose duty was it to see that those checks were deposited in the German Exchange Bank? A. Sambalino.

Q Was he charged with that duty of endorsing checks for deposit? A. No, sir, not the first day.

Q What was the duty at first when the checks were handed to him? A. At first to charge the goods and I attanded to the check book myself.

Q The endorsement? A. Yes, sir.

Q How long after he entered your employ was he charged with the duty of endorsing for deposit? A. Well, when I had confidence in him, about two or three months.

Q Will you please look at that check, the deposit on it, for deposit David Spero per A. Sambalino, is that the form of endorsement he was authorized to make? A. Yes, sir.

Mr. Parker: It is marked People's Exhibit 2 for identification, I offer it in evidence.

Q How long did his duty of so endorsing for deposit continue, up to what time? A. Up to the time when I got back from Europe.

Q When was that? A. The ninth of July last.

Q Now, then, it continued during the time of the existence of the firm of Spero & Friedman? A. Yes, sir.

Q Will you please tell me in what month he was authorized to endorse for Spero & Friedman? A. The same as he was with me -- the stamp was the only change.

Q Look at that and tell me if that was the authorized endorsement ~~xxxxxx~~ during the existence of the firm of Spero & Friedman (showing Exhibit 3)? A. Yes, sir.

Q Subsequently when you resumed again the business under your individual name that duty went on, the duty of endorsement in that manner? A. Yes, sir.

Q And with the same stamp as you had in 93 Bleeker Street, David Spero? A. I had it changed to 606 Broadway.

Q Is that the stamp he was authorized to use (showing stamp)? A. That is the genuine stamp.

Mr. Parker: I will offer that too.

Q Did you ever authorize the endorsement by Sambalino in any other manner than that you have stated (the stamp is People's Exhibit 4)? A. Endorsement in regard to what?

Q The endorsement of a check or drafts? A. No, sir.

Q Or for any other purpose than that of deposit in your bank? A. No, sir.

Q Now, Mr. Spero, who signed checks drawn to your firm?
A. I did.

Q Was Mr. Sambalino ever authorized to do that? A. No, sir.

Q During your periods of absence who signed checks? A. My wife.

Q By any power from you? A. Yes, sir, Power of Attorney.

Q Did she have sole power of attorney in that respect?
A. Yes, sir.

Q Suppose during your absence Sambalino wanted a check for the purposes of the firm, what was the course he was required to go through? A. He would have to send it up to my wife and she would sign it.

Q Were you in Europe in 1886, 1887 and 1888? A. Yes, sir.

Q About what time of year, if you had a regular time, did you go? A. I generally left about May 20.

Q And returned when? A. I returned by either the 4th or 5th of July.

Q Your visits to Europe in those years were for what purpose?
A. For buying merchandise.

Q In your business? A. Yes, sir.

Q And that was a slack time, I believe, in the flower and feather business, was it? A. Yes, sir, May.

Q The flower and feather business begins when? A. It starts the first of January and slacks up about the tenth of May. Spring styles are all done for, we work up all the old stuff and sell it. From the 10th of May we do comparatively very little up to the 1st of July; then we start in and

sell fall goods from the first of July to the first of November, and from the first of November we commence to manufacture for the next spring season.

Q From the first of November to January you are slack?

A. Yes, sir.

Q You select the slack season to buy goods? A. Yes, sir.

Q When did you start for Europe in 1888? A. I started I think it was on the 21st of May, the third Saturday in May.

Q And where did you go to in Europe? A. I went to Paris.

Q That is where your business brought you to? A. Yes, sir.

Q And when did you return? A. I returned on the ninth of July in the Normandy.

Q Did you ever see that book before, Mr. Spero (showing book)

A. Yes, sir.

Q In whose handwriting are the contents? A. Mr. Sambalino's.

Q Will you please tell me upon what occasion he made that up and for what purpose? A. Before I left for Europe says I, I want a memorandum of the outstanding accounts.

Q Due your firm? A. Yes, sir, due me, and those are the accounts he gave me.

Q Those are in his handwriting made up by him in obedience to that request as a full statement of the outstanding debts? A. Yes, sir, up to the time I left.

Mr. Parker: I will offer that in evidence, People's Exhibit 5, I will read to the jury from this account made up by Sambalino the item of Mrs. Cohen, item No. 9963.

R

Q Do you know Mrs. Cohen, the witness lately on the stand?

A. Yes, sir.

Q She is a customer of yours, as she said? A. Yes, sir.

Q Now during your absence in Europe in 1888 did you have any correspondence with Mr. Sambalino? A. Yes.

Q He wrote to you? A. He wrote to me.

Q You returned from Europe on July 9, you say? A. Yes, sir.

Q Did you see Sambalino on that day when you arrived here?

A. Yes, sir, at the dock.

Q You arrived here on the ninth at the dock? A. Yes, sir.

Q Did you have any talk with him? A. Nothing in regard to business; my wife was there with the carriage to meet me.

Q Where did you go? A. Right home.

Q With her? A. Yes, sir.

Q Did you go to the office at all that day? A. No, sir.

Q The next day, the tenth, did you go to the office? A. Yes, sir, I got there in the neighborhood of 9 o'clock.

Q Was Sambalino there when you got there? A. Yes, sir.

Q In the front of your office you have a small private enclosure, have you not? A. Yes, sir.

Q Describe the situation of that relative to Sambalino's desk? A. Sambalino's desk is in the back part of the store going in on the left side or in the back part of the store, my office is in front and takes up one window with a fancy window partition on the right hand side close to the door.

Q And his desk is a considerable way back from the street?

A. Yes, sir, a considerable distance.

Q Were you alone in that office at that time? A. Yes, sir.

Q Did you have any conversation with Sambalino at that time in that office? A. Yes, sir.

Q Tell me what that was, the whole thing from beginning to end? A. I got in the store, the mail was on the desk, I opened the mail; he comes in wringing his hands, "Oh, my God, Mr. Spero, I had a misfortune happen to me." I got scared and said, "What is the matter, is your wife or child sick?" He said, "No, worse than that." "What is it?" I said. He said, "I took your books home to post; I had a fire in my house and it burned your books all up with the exception of one."

Q What books did he keep for you at that time? A. There was a cash book -- all the cash that came in and paying out the accounts.

Q And the payments made? A. Yes, sir -- a cash book and there was a ledger, there was a check book, a bank book and there was a credit book.

Q In the ledger were all the accounts entered? A. Yes, sir, outstanding.

Q The next was a check book? A. A check book.

Q And what was Sambalino's duty in regard to that check book, what did he enter there? A. The checks he paid out, what checks came in for deposit and checks payable.

Q On the stubs he put the receipts? A. Yes, sir, the amounts and from whom they were.

Q So as to show a balance to draw against? A. Yes, sir.

Q The pass book was an ordinary pass book? A. Yes, sir; the credit book was for merchandise returned from my customers.

Q What was the next book he kept? A. There was a purchase ledger; we keep two ledgers, one of goods sold.

By the Court:

Q You keep a separate ledger account of the people from whom you buy and you kept another of customers who bought goods from you? A. Yes, sir.

By Mr. Parker:

Q Any more? A. A time book of the girls' work, he kept that.

Q Did he apportion the salaries according to the work they did? A. No, sir, all piece work.

Q Was there an invoice book? A. I said an invoice book.

Q There is a sales book? A. Yes, sir.

Q What is that for? A. That is for entering all sales that are made.

Q To the customers? A. Yes, sir.

Q Those eight books he kept? A. Yes, sir.

Q Describe the size of the ledger? A. It must have been that length and that thick (illustrating).

Q About 3 or 4 inches thick? A. 4 inches thick.

Q How long, $2^1/2$ feet? A. 16 or 18 inches, larger than my sales book, I have got a sales book bound in heavy leather.

Q He told you that all these books had been burned except

one -- go on with the conversation from that? A. Says I, "all the books burned?" Says he, "yes." I said, "is the cash book burned?" Says he, "yes," and the tears were rolling down his eyes, he starred me right in the face, not a muscle or a nerve moved. Says I, "How about the bank book and the check book?" He said, "That is gone too." I said, "That is strange a ledger like that should be burned up, what have you got left?" He said, "Well, I have got the sales book, I will make up the account and we will find out everything and so on." I got very nervous over it.

Counsel: I object.

By the Court:

Q Go on, never mind about being nervous? A. I was demoralized.

By Mr. Parker:

Q Did you ask him anything as to the cause of this fire? A. Not yet; I did not say anything, I walked up and down the store. He went back to his office and finally I went back there. Says I, "Well, haven't you got any of those books at all, no covers or anything or any part of those books that were burned?" Says he, "No, but it was in the paper." He hauls out a newspaper and a paragraph about an inch deep, stating that a fire occurred in 119 1/2 Second Place, Brooklyn, Adolph Sambalino -- damage about $300 -- something to that affect, I am not sure of $300. or not. I could not stomach it, I did not swallow it.

Counsel: I object.

The Court: Keep down to what you said and

what you did.

By the Court:

Q He showed you a newspaper, now what else? A. Then says I, "Why don't you bring me some parts of the books and prove to me that you have had a fire." So he says, "Well I wanted to bring the covers down and the girl took the covers and threw them in a tub of water and they all fell to pieces." That was the answer he gave me.

By Mr. Parker:

Q Did you tell him to bring the pieces? A. He said they were thrown out; I did not have any further conversation; a few days after I said, "My God, Sambalino, you will get me crazy, I can't get those books out of my mind, I can't understand it." Says he, "I will tell you what I will do, I will go and get a new ledger, I will make a new ledger out of the sales book." I seen he was very nervous, he did not make any headway at all; I sent him a blank to see what my balance was when he told me those books were burned, and he came back with the balance; then I sent him to the bank to get me a duplicate bank book made, which they did.

Q In the conversation you had with him you told him he was driving you crazy, anything after that? A. I said, "My season is opening, I have lots of goods coming in, I do not know who owes me money." It nearly set me wild. He said, "I know I did wrong, it was carelessness on my part, I had no right to take those books home, I am sorry for it, I am as wild over it as you are, etc."

Q That is what he said? A. Yes, sir.

Q You were entering goods at the Custom House at that time, were you? A. Yes, sir.

Q Were those goods you had lately bought in your trip to Europe? A. Yes, sir.

By the Court:

Q They were coming in all the time? A. Yes, sir, some especially.

By Mr. Parker:

Q Pass on to the next conversation that you recollect with Sambalino after the one you stated? A. I let the thing run for a few days. Says I, "Mr. Sambalino"-- I took that book in my hand.

Q This book No. 5? A. This book, I went over some of the accounts.

Q Where did this conversation take place? A. Right in the back part of the office. I went through the book with Sambalino. I saw the name of F. Teujague, of New Orleans, I asked him if that was paid? He said, he did not know, "I cannot remember, I am so excited I cannot remember." I said, "That is strange, you always did remember." He said, "I cannot recollect." Then I went on to the next one, I cannot exactly remember, I know I asked him about probably twenty different customers.

By the Court:

Q How much was Teujague's account? A. $60.88.

By Mr. Parker:

Q Then you went on to various ones, probably twenty in the

aggregate? A. Yes, sir. Then I went to A. Blums, $391.37. Says I, "Has not that account been paid yet?" Says he, "No, I am positive it has not been paid." Well, says I, "I will have to go up to the office and see about it." "Send them a statement." He made out lots of statements, I do not know whether he mailed them; I told him to make out a statement for anybody if they owed or did not owe, I wanted to get the account and find out who paid and who did not pay. A. Blum I recollect, I remember asking him about that.

Q You mentioned about twenty? A. Yes, about twenty and I said to him, "Go over to Brooklyn and see Liebman Bros. & Owings and Manne Bros. and Mrs. Cohen and see what is the reason they do not pay." He said, "Oh, excuse me, when I asked him about Mrs. Cohen and Liebman Bros. & Owings, those people have not paid yet." I said, "That is strange, they are 10 day people and always pay their bills inside of 30 days, there is something wrong there." Then I said -- (I wanted to get him out of the way) "You go over to Brooklyn and take these accounts and see if you can collect any money and get the money for these." Meanwhile I had circulars made; while he was gone I did my correspondence; he did not come back that day.

Q About what day was that, if you can recollect, that he went over to see these people? A. I think about the 24th of July.

Q He did not come back that day? A. He did not come back that day, he came back the next morning, the 25th. Says I,

"Did you collect any money?" He said, "No, Mrs. Cohen said that she would send it over to-morrow; Liebman Bros.' bookkeeper was not in, he was on his vacation, and Manne Bros. would also attend to it next week." This was on Wednesday, the 24th or 25th of July.

By the Court:

Q What did he say Mrs. Cohen would do? A. Mrs. Cohen would send it over in a few days.

By Mr. Parker:

Q Now, Mr. Spero, did you go over to see Mrs. Cohen? A. Yes, sir.

Q What day? A. On a Friday I believe it was.

Q The first time on a Friday? A. I went over one day and she was not in.

Q When was that? A. Thursday or Friday, I think it was Friday.

Q Friday she was not in? A. She was not in Friday and I went over Saturday -- I think Thursday, that is right.

Q Thursday you went over to see her? A. Yes, sir.

Q Did you see her? A. No, sir.

Q Friday did you go over to see her, the 27th of July? A. Yes, sir.

Q And did you see her? A. I did.

Q Will you please look at that check, Exhibit 1, for identification? A. Yes, sir, that is the check.

Q Tell me where you got possession of it? A. I got it from Mrs. Cohen by giving a receipt for it.

Q On that day? A. On the Friday.

Q Please look at the back of that check and look at the endorsement, A. Sambalino, look also at the endorsement D. Spero -- are you acquainted with Sambalino's writing? A. Yes, sir.

Q Have you seen him write? A. Yes, sir.

Q In whose handwriting is the endorsement A. Sambalino? A. In his writing.

Q And the endorsement D. Spero? A. In his handwriting.

Q Did you ever authorize the fixing of your signature in that shape? A. No, sir.

Q Did you ever authorize Mr. Sambalino to deposit that check in any way? A. No, sir.

Q That is to say, except in your own bank? A. No, sir.

Q Did you ever authorize him to cash that check? A. No, sir.

Q Or to have it cashed? A. No, sir.

Q Did you ever receive any of the proceeds of that check? A. No, sir.

Mr. Parker: I offer that in evidence now.

Q You having got that from Mrs. Cohen, Mr. Spero, what did you do? A. I came back to the store, 606 Broadway, and came in. Said I, "Where is Sambalino?"

Q Did you see him there? A. No, sir, I did not.

Q Have you ever seen him since that time until he was brought back on extradition? A. No, sir, I did not.

Q Did you have any conversation at that time with any of your employees in the store? A. Yes, sir.

Q Who was it? A. A young man by the name of Oppenheimer.

Q What is his business with you? A. A salesman.

Q Is he with you now? A. Yes, sir.

Q What is his condition now? A. Sick, very sick.

Q In bed? A. Yes, sir.

Q With whom else did you talk? A. A young lady, Maggie Kelly, she is an assistant, a forelady.

Q I show you 38 checks purporting to be drawn to your order, I wish to know whether or no you have examined those checks heretofore? A. Yes, sir, I have.

Q Have you examined the signatures of the drawers? A. Yes, sir.

Q Are you acquainted with those drawers? A. Yes, sir.

Q Were they customers of yours? A. Yes, sir.

Q At or about the receipt of the dates of the checks? A. Yes, sir.

Q And some of them had been customers for some time? A. Yes, sir.

Q Had you had correspondence with all those drawers during the time of their being customers of yours? A. Yes, sir.

Q Had you written to them and received letters in answer to your letters? A. Yes, sir.

Q And checks with remittances? A. And checks with remittances.

Q You are accordingly acquainted with their handwriting, are you? A. Yes, sir.

Q I show you further a bundle of 22 checks and ask you have you examined the endorsement upon those checks? A. I have before, not to-day.

By the Court:

Q Did not you examine them? A. Yes, sir.

By Mr. Parker:

Q As to the bundle of 22 checks I ask you the same question, examine the endorsement and another bundle of 137 checks and another bundle of 28 checks and another one of 5, have you in all those bundles examined the signatures and the endorsements of the checks? A. Yes, sir.

Q And do you make the same answer in regard to all those as you did in regard to the first bundle? A. Yes, sir.

Q The endorsement A. Sambalino upon all those checks, in whose handwriting is it? A. Mr. Sambalino's.

Q The endorsement D. Spero or David Spero upon all those checks in whose handwriting is it? A. Mr. Sambalino's.

Q Did you ever authorize, I ask you specifically as to those checks, the endorsement in that manner of these checks by Sambalino? A. No, sir.

Q Did you ever authorize him to have them cashed or to cash them? A. No, sir.

Q Did you ever know anything about their being so endorsed by him at the time he did it? A. No, sir.

Q Or did you ever receive any of the proceeds of the cashing of those checks? A. No, sir.

Q When did you first learn and in what manner that those checks were so endorsed by Sambalino? A. After he fled.

Q Now, what date was that, the 27th of July? A. The 27th of July, yes, sir.

Q After that did you have correspondence with your customers, the drawers of those checks? A. Yes, sir.

Q And in that correspondence did you make any request of them

A. Yes, sir.

Q And as a result of that request have you obtained possession from them of those checks? A. Yes, sir, two or three thousand.

By the Court:

Q How many altogether? A. Three thousand checks altogether good and dated.

The Court: Mark bundle of 38 checks People's Exhibit 6; the bundle containing 22 checks, No. 7; the bundle containing 137 checks No. 8; 28 checks, No. 9, and 5 checks No. 10.

By Mr. Parker:

Q Mr. Spero, do you recollect receiving any of these checks before, I mean in the first instance? A. Yes, sir.

Q Do you recollect the receipt of these checks from customers, from the drawers of them in the first instance?

A. Yes, sir.

Q Have you heretofore examined your books as to those who have receipts to ascertain whether or no the customers or drawers were at that time indebted to you in the amount of the checks? A. I examined the ledger.

Q What has been the result of that search? A. The ledger was all right.

Q Were they or not indebted in the amount of those checks?

A. Yes, sir, they were indebted.

Q Prior to or about the dates of their respective drawing?

A. Yes, sir.

Q Now, Mr. Spero, I show you and look at the signatures at the top of these, I show you a package of 36 deposit slips purporting to be on the Oriental Bank of this City, have you examined the signature A. Sambalino upon each one of those? A. Yes, sir.

Q In whose handwriting are they? A. Sambalino's.

Q Look at the figures also, I ask you the same question as to those, haven't you examined them? A. Yes, sir, the figures are in his writing.

Mr. Parker: These are for identification as yet marked People's Exhibit No. 11.

Q Will you look at that paper and tell me in whose handwriting is that, if you know? A. Mr. Sambalino's handwriting.

Q Will you please tell me how you received that piece of paper? A. By mail.

Q Look at that envelope and tell me if you received it in that? A. Yes, sir.

Q Do you know the writing on that envelope? A. No, sir.

Mr. Parker: I offer in evidence that letter and the envelope marked People's Exhibit No. 12; the envelope is directed, David Spero, 606 Broadway, New York. The communication is without signature and is as follows: "A rat cornered without a loop hole for escape will turn around and fight. Previous to the death of your mother's husband, whilst he was sick in bed, you took checks to his order and endorsed them and deposited them to your credit in

your own bank of which no account was given to the creditors. That shall all come out if cornered, and if you do not take the detectives off it will come out."

Q Mr. Spero have you ever seen since that interview of the 10th of July with Sambalino any books which he declared were destroyed by fire in his house? A. No, sir.

Q With regard to the books of years before, have you examined the cash book for the purpose of ascertaining whether or no any of these checks alleged to be forged were entered as having been received? A. Yes, sir.

Q What has been the result of your search? A. The result has been I traced 70 checks, about 75 missing yet.

Counsel: I object to proving the contents of the books unless they have been lost.

The Court: They must be produced.

Q You have examined books? A. Yes, sir.

Q And the result of your examination is that 75 checks are not credited, is that it? A. Not credited on the books of Spero and Friedman.

By Mr. Parker:

Q Books in existence prior to 1888? A. Yes, sir, credited to customers but not credited to our account -- the checks were stolen.

Q Were they entered in the cash book? A. No, sir.

By the Court:

Q They were passed to the credit of the customer but did not appear upon the cash book? A. Yes, sir, that is right.

By Mr. Parker:

Q As to your check book have you examined to see whether or no the receipt of those checks were entered? A. Yes, sir.

Q What was the result as to that? A. They were not entered.

By the Court:

Q I presume you did what most people do, that when you deposit a check there was an entry made upon the stub of the check deposited? A. Yes, sir.

Q This was done on your checks as you drew them? A. Yes, sir.

By Mr. Parker:

Q Will you have those books produced to-day? A. Yes, sir.

By the Court:

Q Can you tell me that when this set of books that were destroyed commenced about? A. They commenced in 1886.

Q They were commenced by him? A. Yes, sir, by him.

Q A new set of books? A. A new set of books.

By Mr. Parker:

Q In that interview of the 10th of July with Sambalino in the office when he spoke about the fire did he give any account of how it originated? A. Yes, sir.

Q Please tell me that? A. Says I, how did this fire happen? He said, He was working on these books late at night and had a cigar and left it on the table and went up stairs in the dining room, on the cloth upon the table; "about 2 or 3 o'clock in the morning, somewhere in that neighborhood, I can't recollect, I smelled smoke and ran to the basement

and there I saw the books blazing; I went and took some water and threw it on it and extinguished the flames".

By the Court:

Q Did you keep an account in the Oriental Bank? A. No, sir.

Q Your bank is the German Exchange? A. The German Exchange.

CROSS-EXAMINATION by Counsel:

Q I understand you have been engaged in this business about 13 years? A. Yes, sir.

Q Sambalino came to your employ in 1884? A. Yes, sir.

Q At that time you had a partner by the name of Friedman? your step-father? A. What year?

Q 1884, I will change that question, I will correct that Mr. Spero, your mother was your partner? A. Yes, sir.

Q When Friedman died you were appointed executor of Friedman's estate, were you not? A. Yes, sir.

Q And declared that insolvent and paid 33 cents on the dollar? A. No, I paid whatever there was.

Q That was 33 cents on the dollar? A. I do not recollect.

Q Do you say it was more than 33 cents on the dollar? A. I do not say so.

Q Did you pay any party 75 cents on the dollar?

The Court: What has all this got to do with the case.

Counsel: I will make it material. Your defense in this case is that every one of these checks endorsed by the defendant, Sambalino, were authorized by this complainant.

The Court: You can show that. It has nothing to do with it whether he paid 75 cents or 33 cents on the dollar.

Counsel: I wish to show that the capital was never over $2,000, that this man since he has been in business was on the verge of bankruptcy and that this was a put up job between Sambalino and Spero -- a put up job by the complainant by which he pocketed this money.

The Court: I do not think it has anything to do with it.

By Counsel:

Q Did you not declare the estate insolvent and pay 33 cents on the dollar?

The Court: Excluded.

By Counsel:

Q How many persons have you in your employ Mr. Spero now?

A. About 35 or 40.

Q How many have you in your business there on Broadway in the store proper I mean? A. What do you mean, hands?

By the Court:

Q How many people act as clerks in your store? A. Three.

By Counsel:

Q Tell us who are they? A. My bookkeeper now and two salesmen.

Q How many did you have engaged as clerks at the time Sambalino was engaged by you in the office? A. One.

Q Who was that? A. At one time Mr. Berlinger was with me one year and another time Mr. Oppenheimer was with me one

year.

Q Did either of those gentlemen have anything to do with the office proper where Sambalino was engaged as bookkeeper?

A. No, sir.

Q How many times were your books balanced in the year?

A. That I do not know, I left it all to Sambalino.

Q Is it not a fact that you had a trial balance struck every 30 days, every month? A. Yes, sir.

Q And that was done until you went to Europe, was it not, this last time? A. Yes, sir.

Q You looked over the books then, did you not, every week?

A. Every week, not thoroughly.

Q Did you look over the books before you went to Europe?

A. I looked over the ledger.

Q And the cash account? A. I did not figure the cash account -- yes, I looked over the cash account.

Q In this small book, was that in your handwriting or Sambalino's? A. Sambalino's.

Q But you inspected this, did you not, before you went away?

A. I did.

Q Did you compare this with the ledger? A. No, sir.

Q Did you with the balance sheet? A. I do not recollect.

Q Is it not a fact that you compared them? A. I do not recollect; he made that book out for me and I considered it was all right.

By the Court:

Q I understood you to say on your direct examination that you asked him to give you a statement of the outstanding ac-

counts at the time of your going to Europe in May and he handed you that? A. Yes, sir.

Q A statement of the outstanding accounts then due? A. Yes, sir.

By Counsel:

Q Was not a copy of the balance sheet submitted to you before you went to Europe? A. That I do not know.

Q Did not you see the balance sheet? A. I did.

Q As far as you knew at that time the books were perfectly straight when you went to Europe? A. As far as I knew, yes.

Q When was that you went to Europe? A. About the 21st of May, 1888.

Q What was your capital invested at that time, what was your surplus? A. I do not think I will give my business away, I have not bursted.

The Court: What has that to do with this case.

The Witness: I have not failed.

The Court: What we have got to know is whether this defendant forged those endorsements. What this man's capital was I don't see what bearing it has upon that question.

By Counsel:

Q Mr. Spero I notice there is a leaf torn out of this memorandum book? A. Yes, sir.

Q Did you do that yourself? A. I did.

Q What was on that leaf? A. It is immaterial; it showed the bills receiveable, etc.

Q It showed your surplus capital, did it not? A. Yes, sir.

By the Court:

Q Well, did it show the difference between the amounts due you and the amounts due by you, is that it? A. Yes, sir.

By Counsel:

Q And it showed your capital surplus to be about $2,500?

A. No, sir.

Q What does it show?

Objected to.

A. I did not tear it off.

Q Did not you say a moment ago that you tore it out? A. Sambalino tore it out.

By the Court:

Q There is a leaf missing in that book, is there? A. Yes, sir.

Q What became of that leaf as far as you know? A. Mr. Sambalino tore it off.

Q When? A. Before I went to Europe.

Q I understand you to say that that book is in the condition it was when Sambalino gave it to you? A. Yes, sir, the exact condition.

By Counsel:

Q Mr. Spero, your wife had no knowledge of your business, that is, she had no supervision over the books, did she?

A. No, sir.

Q And when any checks were drawn by your wife you say she had a power of attorney? A. Yes, sir.

Q They were presented to her by Sambalino? A. Yes, sir.

Q And they were invariably signed by her? A. Yes, sir.

Q He could have drawn checks to any amount, could he not? A. No, sir.

Q Why not? A. Because my wife knew what I owed when I went out and there were no bills to be paid except small bills, petty cash, etc.

Q What were the extent of those checks, what was the aggregate that your wife drew while you were in Europe?

Objected to.

By the Court:

Q Have you the checks your wife drew? A. I have got them here.

By Counsel:

Q Your wife signed checks drawn by Sambalino? A. Payable to creditors.

Q You claim you furnished her a list of those creditors before you went? A. Yes, sir.

Q Did you authorize Sambalino in case he needed any cash to borrow $1,000 while you were in Europe, did you authorize Sambalino to borrow any money? A. I told my father-in-law to borrow ----

Q How would he get that money? A. By going to my father-in-law.

Q Would he sign any papers? A. No, sir, the check would be payable to my order.

Q And then deposited in your bank? A. Yes, sir.

Q The German Exchange Bank? A. Yes, sir.

By the Court:

Q The meaning of that is that if there was a shortage of money in the concern his direction was to go to your father-in-law to get a check? A. Yes, sir.

Q And that check would go to your wife for endorsement?

A. He would mark it for deposit.

Q And put it in the German Bank? A. Yes, sir.

By Counsel:

Q And he borrow the money from any parties? A. I told him in case he was short of money while I was in Europe if he wanted $500. to give him his check payable to my order and for him to deposit it in my bank.

Q You say you only had a few creditors to pay and you knew you were getting money in all the time while you were in Europe? A. Yes, sir.

Q What was the occasion of Sambalino having to borrow $1,500?

A. I do not know, money was coming in.

Q Before you left you knew you had considerable money due you? A. Yes, sir, I cannot depend upon collections.

Q How long were you in Europe? A. Six weeks.

Q How many checks do you claim were received by Sambalino while you were in Europe? A. I have not got any books.

Q You have submitted a number of checks, how many of those came to Sambalino while you were in Europe? A. I did not count them.

Q Did Sambalino give you any money when you returned from Europe? A. No, sir.

Q Isn't it a fact Mr. Spero that you told Sambalino before you went to Europe that you expected to fail and that for him to have as much cash on hand as possible? A. No, sir.

Q And when those checks were paid to him or sent in to your credit for him to negotiate them and keep the money for you? A. No, sir.

Q That is not the fact? A. No, sir.

Q Isn't it a fact that he turned over to you $3,000 in cash when you came from Europe? A. No, sir.

Q Did you ever have him deposit any checks in his bank and receive the checks from him? A. No, sir, I will tell you what I did do.

Q You have enumerated the books? A. Excuse me one minute.

Q Answer my question, don't be so fast, are you a bookkeeper yourself? Do you understand bookkeeping? A. Not thoroughly, no, sir.

Q The sales book is the book in which every sale made is charged, I understand you know that to be a fact Mr.Spero? A. Yes, sir.

Q If all the books are destroyed you know that you may open a new set of books from the sales book?

Objected to; objection sustained.

Q After this fire that Sambalino claims to have had he said that he saved the sales book, that sales book showed every sale that had been made for some time?

Objected to; objection sustained.

Q He produced the sales book? A. Yes, sir.

Q And that showed sales to different customers, did it not? A. Yes, sir.

Q Did that show a sale to Julia Cohen? A. Yes, sir.

Q Did it show sales to other parties that you enumerated here? A. Yes, sir.

Q Then it was easy for you to find out whether or not those parties had paid their bills while you were gone? A. Not till I made a new ledger.

Q How was your cash book kept, kept in two sections or one; there was one cash book but there were two banks, the German Exchange Bank and the Oriental Bank?

Objected to.

Q Was there not two sections in your cash book? A. There was a credit and a debit side, is that what you mean?

Q One section that showed the money that went into the Exchange Bank and one that showed the money that went into the Oriental Bank?

No answer.

By the Court:

Q There were two cash books? A. No, sir, one cash book.

By Counsel:

Q In that cash book that you kept or was kept by Sambalino was there not an account opened with the Oriental Bank? A. No, sir.

By the Court:

Q Did you keep a bank account and cash book too? A. Yes, sir, what is deposited in the German Exchange Bank.

Q You say that Sambalino never gave you any cash in payment of checks that were sent to you, you said that before?

A. One minute, excuse me; he gave me $200 odd when I was with Spero and Friedman, I gave him my check, and that was the only check I ever gave him payable to his order; he wanted my check for the money, it was either money or a check, I do not remember which.

Q Have you a creditor by the firm name of Stern & Man?

A. Yes, sir.

Q Do you remember their sending a check for an amount of money some time ago? A. Yes, sir.

Q What was the amount if you remember? A. It was $310.40, something like that.

Q What became of that check? A. It was forged by Sambalino.

Q Was that check deposited in that bank or the Oriental Bank?

A. The Oriental Bank.

Q Did Sambalino give a check on his bank for that amount of money, for $310? A. No, sir.

Q Look at that check Mr. Spero (check shown)? A. I see it.

Q Was not that check deposited to your credit in the German Exchange Bank $310. by Sambalino? A. I was in Europe at that time, May 31st, I know nothing about it, it was a put up job.

Q But this check showed that there was a credit of $310. to your bank, this check was deposited in your bank of $310?

A. That I do not know.

Q It shows on the back of it? A. Never went through my hands.

Q This is new to you, is it? A. That endorsement?

Q Yes, sir? A. Yes, sir.

Q You did not know that he deposited this $310. to your credit in the German Exchange Bank? A. No, sir.

Q You also claim that Sambalino never gave you any cash at all for those checks? A. No, sir.

The Court: For what checks, the checks that have been produced here?

Counsel: Yes, sir.

By Counsel:

Q Do you remember Max Stern of Eastern Pennsylvania, you remember such a debtor, do you? A. Yes, sir.

Q Do you remember that he sent you a check for about $70.00? A. I cannot recollect when.

By the Court:

Q Do you recollect his sending you a check for that amount? A. I do not.

By Counsel:

Q About a month before you went to Europe? A. No, sir.

Q Do you recollect that? A. No, sir.

Q You do not recollect as a fact that Sambalino gave you the money and deposited that check in his own bank? A. No, sir.

Q When you had these conversations with Sambalino after you

returned from Europe in which he told you about the fire in which you pictured his distress, etc., was there anybody present at that time? A. No, sir.

Q Was there anybody else engaged in the office at that time?

No answer.

By the Court:

Q Were there any employees in or about the store at the time you had that conversation? A. About the store, yes, sir.

By Counsel:

Q Who was it? A. I cannot recollect everybody.

Q How many were there, you say there were only three or four in the office? A. Yes, sir, but my girls were in the back.

Q You never called anybody to overhear the conversation, did you, with Sambalino? A. No, sir.

Q When the firm of Spero & Friedman dissolved you had an expert that went over the books, did you not? A. Yes, sir.

Q At that time the books were all right, were they not?

A. He claimed they were.

Q Did not the expert claim they were? A. The expert claimed they were.

Q When was that Mr. Spero? A. In December, 1886.

Q He said that the books were all right at that time?

A. That is what he said.

Q Who appointed that expert? A. Mutually between Mrs. Friedman and myself.

Q Mr. Sambalino had nothing to do with the appointing?

A. No, sir.

By Mr. Parker:

Q Was the one that was burned about as big as that (showing witness a book)? A. Oh, no.

Q About the size of that (illustrating)? A. Little longer.

Q There is the ledger of Spero & Friedman (ledger shown)? A. The ledger is thicker than that.

Q Was the ledger about the size of that (illustrating)? A. Yes, sir.

The Court: I only want the jury to see the size of the ledger that was burned up on that occasion.

By Counsel:

Q I understand Mr. Spero that all but 175 checks were credited on the ledger? A. Oh, no.

Q That is what you said? A. No, sir.

Q How many checks do you claim were not credited on the ledger, have you counted them? A. That is all, I cannot prove what is there.

Q But some of these checks were credited on the ledger, were they not? A. Yes, sir, on the ledger.

Q Some of these checks here? A. Yes, sir, but not in the cash book.

By Mr. Parker:

Q Mr. Spero about this check Exhibit 1 for identification as I understand that check is dated during the time you were in Europe? A. Yes, sir.

Q The endorsement on the back of it, read it please? A. It

is not my writing: "For deposit D. Spero per A."

Q Did you write that? A. No, sir.

Q Whose writing is that? A. Mr. Sambalino's.

Q You knew nothing about it? A. No, sir, not a word, I never saw it in my life.

Q As to the money that he was authorized to get in case it was needed for your business while you were away it was in no event to be paid by him by check but as I understand drawn to your distinct order and he was to endorse it as any check received and deposit it in your bank in the same way? A. Yes, sir.

Q He was to take the same course with it as any check received from your customer? A. Yes, sir.

By Counsel:

Q You never authorized Sambalino to deposit checks in his bank and give you the cash? A. No, sir.

Q Before you went to Europe did you see Mr. Max Stern? A. Yes, sir, of Stern & Man.

Q Did not he tell you that he had sent the $310. check? A. Yes, sir.

Q You knew it had been sent then, didn't you? A. Yes, sir, I knew it was sent by him saying so.

Q I mean Mr. Stern telling you so? A. Yes, sir, Mr. Stern told me it was so.

Q That was $310? A. $310., something like that.

Q That shows it was deposited in your bank, that check? A. No it don't; there is the same endorsement on that check that

is on the forged check, the identical endorsement.

Q You claim that in all these years, Mr. Spero, this large amount of money was taken out of your business without your knowing anything about it? A. Yes, sir.

By Mr. Parker:

Q Mr. Spero, referring to defendant's Exhibit 1 for identification this check of $310.38, you have said that Mr. Stern, of Stern & Man, told you that he had sent you a check of that amount? A. Sent me a check.

Q Where did that conversation take place? A. In my store, Sambalino was present. Mr. Stern comes in, "Hallo Dave, how are you, when did you get in town, etc.," I says, I just got in. He said, "Did you get a check from me this morning?" I said, no. He said, "I mailed it the day before I left and probably they mislaid it." He came the next morning and bought his goods; Sambalino was not present, he was present the first morning.

By Counsel:

Q What was the date of that conversation? A. That I do not recollect, I can tell you by my books, I sold them a bill that day, it was the month of May.

Q In the month of May? A. Yes, sir.

Mr. Parker: I now produce the check book and cash book that the counsel requested.

D A V I D S P E R O re-called.

By Counsel:

Q Mr. Spero, do you recognize this large book, this ledger?

A. Yes, sir.

Q That is the book ~~xx~~ which the expert said was all right?

A. Yes, sir, the ledger.

Q You said in your examination before that it was the duty of Mr. Sambalino to affix on the back of the check a stamp, it was his imperative to fix a stamp, did you not, to put the stamp on the back? A. Yes, sir, for deposit.

Q Consequently no checks were passed on deposit in the bank in which the name of Spero & Friedman was written out?

A. That I do not say.

Q Look at that check Mr. Spero taken from package 8? Do you remember that check? A. It is 1886, I do not.

Q Let me call your attention to the fact that that check went through Sambalino's bank and is credited on your ledger, that you see, is that right? A. It is not credited in my cash book.

By Mr. Parker:

Q Look and see if that went through Sambalino's bank? A. No, sir, that went through the West side Bank.

Q That is a check of S. Frey endorsed, this check is signed Spero & Friedman, A. Sambalino, I find credited on your ledger? A. It is not credited on the cash book.

Q You deny the fact that there is two cash books? A. Yes, sir.

D A V I D S P E R O re-called.

By Mr. Parker:

Q Mr. Spero, from 1884 in February, the time of the entrance of the defendant into your employ, down to the time of his flight what was your financial condition? A. Solvent.

Q Were you at any time during that period upon the verge of bankruptcy or insolvency? A. No, sir.

Q What sort of a season was the season of 1887, the spring and fall for your business? A. In 1887 it was fair.

Q How about the spring of 1888? A. The spring was fair.

Q How about 1888 in the fall? A. The fall was immense.

Q Immense? A. Yes, sir.

Q During all that time were you embarrassed in your business? A. No, sir.

Q What was the amount of your capital in that business Mr. Spero during that time? A. From $10,000 to $12,000.

Q The profits in the flower and feather business proportionate to the capital comparing that with other business are they large or small? A. Yes, sir, large.

The Court: You had better inquire about this alleged fraudulent understanding between the defendant and this man in reference to cheating his creditors.

By Mr. Parker:

Q Did you ever make any agreement or have any understanding with Sambalino such as he has detailed upon the stand for the purpose of stealing from your creditors in case of failure? A. No, sir.

Q Did you ever contemplate a failure? A. No, sir.

Q Remotely or approximately? A. No, sir.

Q As to this threatening letter did you ever tear the signature off that or any part off that, is that the letter? A. It is the original letter just as I got it; I showed it to Mr. Hiedleberg as soon as I got it, I was opening the mail and showed it to him.

CROSS-EXAMINED by Counsel:

Q Have you had any commercial rating in this city for the last three years? A. I do not know, sir.

Q Don't you know that you never had any commercial rating at all? A. No, I do not.

Q Isn't it a fact that Bradstreet & Dunn give you no rating at all? A. I do not know.

Counsel: I tell you as a fact that they do.

The Court: I would like to know what rating they give me.

Counsel: You are not in commercial business; the lawyers do not have any rating.

By Counsel:

Q You say that you invested your capital to about $10,000? A. Yes, sir.

Q You had no profits the first season, did you, in 1884? A. I do not know.

Q Did you have any profits in 1884? A. I can tell by my books.

Q What does your books say? A. I do not know, I did not look them over; I might have had some failures, I did have

some failures, yes.

Q As a matter of fact there were no profits in 1884? A. I might have held my own.

Q In 1885 did you have any profits? A. Sambelino came with me in 1884, February -- in 1885, yes, I think I made a few dollars.

Q That was the season you were executor and sold off for 33 cents? A. I have never failed.

Q If your capital was only $10,000 how could you lose $18,000 and not go under? A. The man took all my profits that I made, I was working for the living which he took.

Q You claim that you lost $18,000 and only had a capital of $10,000? A. Did not I make a profit on that? In 1884 I believe I did not make a profit.

Q You expect to fail now almost every day? A. I will buy you out ten times.

Q You claim through your lawyer that you lost between $16,000 and $20,000 and you never knew anything about it? A. Not till after I got back from Europe.

Q That was the first time you knew anything about it? A. Yes, sir.

Q You engaged counsel to sue the bank for about $20,000? A. I have not engaged counsel to sue anybody.

Q Why is Mr. Horwitz here? A. He is my counsel.

Q Have not you instructed Mr. Horwitz to bring an action against the Oriental Bank -- you say he is your counsel, is that the reason he is here? A. He is my general counsel.

4 to 1888

The People
vs.
Adolph Sambalino.

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

Friday, January 25, 1889.

Indictment for forgery in the second degree.

Julia Cohen sworn and examined.

I live 145 Mrytle Avenue, Brooklyn and am in the millinery business at the same place and have been for eight years, I know David Spero, a flower and feather manufacturer and dealer at 606 Broadway in this city, I was a customer of his and bought material from him during the year 1888 and a few months in the year before that. Upon the Ioth of June 1888 I was indebted to Spero for materials purchased by me amounting to $121.60, I paid that amount on or about that date by check; the check now shown me is the one, it is on the Long Island Bank, I subsequently received that check back in due course from that bank; it is in the same condition now as when I received it back, I gave Mr. Spero that check in my store in July and he gave me a receipt for it. I do not know the defendant Sambalino and during the month of July 1888 I did not see him at my store but I saw him one day in Mr. Spero's store.

Cross Examined. I have sent other checks to Mr. Spero since then but I think not any before. I believe that was the first check I sent to Mr. Spero, there might be one small check previous to that but I am not sure; that closed the account at that time.

David Spero sworn and examined.

I live 151 East 81st Street and am a married man; my business is importing and manufacturing artificial flowers and feathers, I have been in that business thirteen years; in the spring of 1884 I was in business at 93 Bleecker Street and prior to that about three years in that place; I left that place about the first of December 1884 and carried on business in my individual name, I then went to 639 Broadway and carried on business under the firm name of Spero & Freidman, the Freidman was my mother; she acquired that name by a subsequent marriage to Mr. Freidman, she was a special in that firm, the firm of Spero & Freidman went on about two years, it commenced about December 1884 and expired December 1886, I bought the accounts and we dissolved, she went out of the firm; I then carried on business under the name of David Spero at 606 Broadway, I am still there under the name of David Spero. I know the defendant Sambalino since he came in my employ in the spring of 1884 when I was at 93 Bleecker Street, he was my book-keeper and he continued in my employ up to July 27, 1888 and then it terminated for good. I advertised for a book-keeper and among the replies I picked his out, I directed him a line and he called to see me, he gave me reference of a coal and wood yard which I had no time to investigate, I may not remember who they were, it has been so long past, I thought it was all right and I engaged him. He said if I would give him a trial he would be willing to work for ten dollars a week, I gave him a trial and he seemed to satisfy me, he acted very friendly, I gave him ten dollars the first week and

the second week I raised him without him asking it to twelve dollars. He said it was not for the salary he worked, he had accrued profits; that he had left to him several pieces of property and had an income on that and that the doctors forbade him to study during the day, that he taught his scholars languages during the evening and he took this as pastime to occupy his mind. His duties were to charge up goods and enter bills and when the catomers checks came in he would credit them on the ledger and cash book; the checks and drafts came to me by mail, I opened the mail myself and looked at the remittances and handed them over to him to see if the accounts were correct, his duty was to credit the accounts on the books and send receipts for them. Then we had a rubber stamp made. He was to credit those accounts by passing it into his cash book and from there to the ledger, then he was to take these checks if they were correct and stamp them with that rubber stamp which was marked David Spero, No.93 Bleecker Street. On the top was marked "for deposit" and underneath "per A.S.", it was not necessary to put Sambalino on, A.S. were his initials; the checks were sent to the German Exchange Bank which was my bank, it was Sambalino's duty to see that those checks were deposited in the German Exchange Bank. He was not charged with the duty of endorsing checks for deposit, not the first day. How long after he entered your employment was he charged with the duty of endorsing for deposit? When I had confidence in him, about two or three months. The check now shown me marked Peoples' Exhibit No. 2 is the form of endorsement he was authorized to make; his duty continued in

endorsing fordeposit up to the time when I got back from Europe, which was on the 9th of July last; it continued during the time of the existence of the firm of Spero & Friedman. The check now shown me (Exhibit NO.3) is the form of endorsement which was made during the existence of the firm of Spero and Freidman. Subsequently when I assumed business again under my individual name, the duty went on of endorsement in that manner. The stamp now shown me is the genuine stamp. Did you ever authorize an endorsement by Sambalino in any other manner than that you have stated on checks or drafts or for any other purpose than that of deposit in your bank? NO. I signed checks drawn for my firm and Sambalino was never authorized to do that. During my periods of absence my wife signed checks, she had the power of attorney from me and had the sole power of attorney in that respect. If Sambalino durin g my absence wanted a check for the purposes of the firm he would have to send up to my wife and she would sign it. I was in Europe in 1886, 1887 and 1888 and generally left about May 20 and returned the 4th or 5th of July; my visits to Europe in those years were for the purpose of buying merchandise in my business. The flower and feather business starts the first of January and slacks up about the 10th of May; from the 10th of May we do comparatively very little up to the first of July, then we start in and sell fall goods from the first of July to the first of November and from the first of November we commence to manufacture for the next spring season. We select the slack season to buy goods. I started for Europe I think on the 21st of May and went to Paris and returned

on the 9th of July in the Normandie. I have seen the book now shown me before, the hand-writing of the contents is Sambalino's. Before I left for Europe I told him I wanted a memorandum of the outstanding accounts due the firm and those are the accounts he gave me up to the time I left. The book is marked Peoples' Exhibit No. 5. I know Mrs. Cohen the witness who was on the stand, she is a customer of mine. During my absence in Europe in 1888 I had correspondence with Sambolino, he wrote to me; I saw him at the dock when I arrived here, my wife was there with a carriage to meet me and I went right home with her, I did not go to the office that day. I went the next day, July 10, I got there in the neighborhood of nine o'clock and saw Sambalino. In the front of my office I have a small private enclosure, Sambalino's desk is in the back part ofthe store on the left hand side and my office is in the front and takes up one window with a fancy window partition on the right hand side close to the door, Sambalino's desk is considerably a way back from the street, I was alone in my office at that time and had a conversation with Sambalino. I got in the store, the mail was on the desk, I opened the mail, he comes in wringing his hands, "O my God, Mr. Spero, I had a misfortune happen to me." I got scared and said, "what is the matter, is your wife or child sick?" He said, "no, worse than that." "What is it", I said. He said, "I took your books home to post, I had a fire in my house and it burned your books all up with the exception of one. The books that he kept for me consisted of a cash book, a ledger, a credit book and a bank check book. What was

Sambalino's duty in regard to that check book, what did he enter there? The checks he paid out, what checks came in for deposit and checks payable; the pass-book was the ordinary pass-book; the credit book was for merchandise returned from my customers; there was a purchase ledger. we keep two ledgers, we kept a time book for girl's work, we have a sales book for entering all sales that are made. The ledger must have been about four inches thick and sixteen or eighteen inches long. He said all the books were burned. I said, "is the cash book burned?" Says he, "yes", and the tears were rolling down his eyes, he stared me right in the face, not a muscle or a nerve moved. Says I, "how about the bank book and the check book?" He says, "that is gone too." I said "that is strange. a ledger like that should be burned up, what have you got left?" He said, "I have got the sales book", and he said we will find out everything. and so on. I got very nervous over it. I did not say anything, I walked up and down the store, he went back to his office and finally I went back there. I said, "haven't you got any of those books at all, no covers or anything or any part of those books that were burned?" He said "no"; he hauls out a newspaper and a paragraph was in it stating that a fire occurred in 119 Second Place, Brooklyn, Adolph Sambalino, damage about $300, something to that effect. I said, "why don't you bring me some parts of the books and prove to me that you have had a fire." He said, "I wanted to bring the covers down and the girl took the covers and threw them in a tub of water and they all fell to pieces." That was the answer he gave me. I did not

have any furhter conversation; a few days after I said, "my God, Sambalino, you will get me crazy, I can't get those books out of my mind, I can't understand it." So he says, "I will tell you what I will do, I will go and get a new ledger, I will make a new ledger out of the sales book", I seen he was very nervous, he did not make any headway at all, I sent him a blank to see what my balance was when he told me those books were burned, and he came back with the balance; then I sent him to the bank to get my duplicate bank-book made, which they did. I said, "I have lots of goods coming in, my season is opening, I do not know who owes me money." It nearly set me wild. He said, "I know I did wrong, it was carelessness on my part, I had no right to take those books home, I am sorry for it, I am as wild over it as you are." I was entering goods at the Custom House at that time; they were goods that I had lately bought on my trip to Europe. I took the book over in my hand and went over some of the accounts in the back part of the office and asked him about the accounts, I asked him probably about twenty different customers. Then I went to A. Blum, $391.37. Says I, "has not that account been paid?" Says he, "No, I am positive it has not been paid." Well, says I, I will have to go up to the office and see about it. He made out lots of statements, I do not know whether he mailed them; I told him to make out a statement for anybody if they owed or did not owe, I wanted to find out who paid and who did not pay. I mentioned Mrs. Cohen's account to him and his reply was that she had not paid. I mentioned Leibmann Bros. & Owings to him and he replied that they had not

paid, the amount was $57.75. I had my suspicions and I said to him, "go over to Brooklyn and see Leibmann Bros. & Owings, Mannie Bros. and Mrs. Cohen and see what is the reason they do not pay. He said, "O excuse me, those people have not paid yet." I said, "that is strange, they are ten day people and always pay their bills inside of thirty days, there is something wrong there." Then I said, "I want you to go over to Brooklyn and take these accounts and see if you can collect any money and get the money for these." While he was gone I did my corresponding, he did not come back that day. I think it was about the 24th of July that he went over to see these people, he came back the next morning. Says I, "did you collect any money?" He said, "No, Mrs. Cohen said that she would send it over to-morrow, Leibmann Bros. book-keeper was not in, he was on his vacation and Mannie Bros. would also attend to it next week. I went over to see Mrs. Cohen on Friday I believe, the first time; she was not in, no, it was on Thursday I went over first and she was not in but I went over to see her on Friday, the 27th of July and I did see her. The check now shown me I got from Mrs. Cohen by giving a receipt for it. I have looked at the endorsement on the back of the check, A. Sambalino, and also at the endorsement David Spero. I am acquainted with Samablino's hahdwriting, I have seen him ~~right~~ write; the endorsement A. Sambalino is in his hand-writing and the endorsement D. Spero is also in his handwriting. I never authorized the fixing of my signature on the check in that shape, I never authorized Sambalino to deposit that check in any way except in my own bank, I never authorized him to cash that

~~I never authorized him to cash that~~ check or to have it cashed and never received any of the proceeds of that check. Having got that check from Mrs. Cohen I came back to the store 606 Broadway and asked where Sambolino was, I did not see him there, I have not seen him since until he was brought back on extradition. I had a conversation at that time with a young man by the name of Oppenheimer who was in my employ as a salesman; he is very sick now in bed, I also had a conversation with a young lady Maggie Kelly, an assistant. I have examined the thirty-eight checks now shown to me purporting to be drawn to my order, I have examined the signatures of the drawers, I am acquainted with those drawers, they were customers of mine at or about the time of the dates of those checks, I had written to them and received answers to their letters and checks with remittances, I am therefore acquainted with their handwriting. I show you further a bundle of twenty-two checks and ask you the same question as to these,; another bundle of one hundred and thirty-seven checks; another bundle of twenty-eight checks and another bundle of five, have you examined the signatures and the endorsements of the checks? Yes. And do you make the same answer in regard to all those as you did in regard to the first bundle? Yes. The endorsement A. Sambalino upon all those checks, in whose handwriting is it? Mr. Sambalino's. The endorsement D. Spero or David Spero upon all those checks, in whose handwriting is it? Sambalino's. Did you ever authorize the endorsement in that manner of these checks by Sambalino? No. Did you ever order him to have them cashed or to cash them? No. Did you ever know anything

about their being so endorsed by him at the time he did it or did you ever receive any of the proceeds of the cashing of those checks? No. When did you first learn and in what manner that those checks were so endorsed by Sambalino? After he fled, the 27th of July. After that did you have correspondence with your customers, the drawers of those checks and in that correspondence did you make any request of them and as the result of that request have you obtained possession from them of those checks? Yes, three thousand checks altogether, good and bad. Do you recollect the receipt of these checks from customers from the drawers of them in the first instance? Yes. Have you heretofore examined your books as to those who have receipts to ascertain whether or not the customers or the drawers were at that time indebted to you in the amount of the checks? I examined the ledger and the ledger was all right and they were indebted in the amount of those checks prior to or about the dates of their respective drawings. I show you a package of thirty-six deposit slips purporting to be on the Oriental Bank of this city, have you examined the signature A. Sambalino upon each one of those? Yes. In whose handwriting are they? Sambalino's, and the figures are all in his handwriting. I received the piece of paper now shown me and the envelope by mail, I do not know the writing on the envelope.

Mr. Parker: I offer in evidence that letter and the envelope marked Peoples' Exhibit No. 12; the envelope is directed, David Spero, 606 Broadway, New York. The communication is without signature and is as follows: "A rat cornered without a loop-hole for escape will turn around and fight.

Previous to the death of your mother's husband whilst he was sick in bed you took checks to his order and endorsed them and deposited them to your credit in your own bank of which no account was given to the creditors. That shall all come out if cornered, and if you do not take the detectives off it will come out." Mr. Spero, have you ever seen since that interview of the 10th of July with Sambalino any books which he declared were destroyed by fire in his house? No. I have examined the cash book for the purpose of ascertaining whether or not any of these checks alleged to be forged were entered as having been received. The result has been I traced that about seventy or seventy-five checks are missing yet not credited on the books of Spero & Friedman, books in existence prior to 1888, credited to customers but not credited to our account, the checks were stolen; they were not entered in the cash book. I have examined the check book to see whether or no the receipt of those checks was entered and they were not entered. Can you tell me when those set of books that were destroyed commenced? A new set of books were commencedby him in 1886. In that interview of the 10th of July with Sambalino in the office when he spoke about the fire, did he give any account of how it originated? Yes; says I, "how did this fire happen? He said, "I was working on these books late at night and had a cigar and left it on the table and went upstairs, in the dining room, on the cloth upon the table; about two or three o'clock in the morning I smelled smoke and ran to th3 basement and there I saw the books blazing, I went and took some water and threw it on it and extinguished the flames." I kept no account

in the Oriental Bank, my bank is the German Exchange.

Cross Examined. I have been engaged in business about thirteen years, Sambalino came to my employ in 1884, my mother was my partner and when Friedman died I was appointed executor of his estate. I did not declare the estate insolvent and did not pay thirty-three cents on the dollar, I paid whatever there was. I do not recollect that it was thrity-three cents on the dollar. I have now in my employ about thirty-five or forty persons but in the store proper on Broadway I have three clerks, my book-keeper and two salesmen. When Sambalino was engaged by me. I had in the office one, Mr. Berlinger one year and another time Mr. Oppenheimer. Neither of those gentlemen had anything todo with the office proper where Sambalino was engaged as book-keeper. I don't know how many times a year my books were balanced, I left it all to Sambalino. It is a fact that I had a trial balance struck every thirty days and that was done till I went to Europe the last time, I did not look over the books very thoroughly, I looked over the ledger and over the cash account, the small memorandum book was in Sambalino's hand-writing, I inspected it before I went away but did not compare it with the ledger, I do not recollect whether I compared it with the balance sheet, he made that book out for me and I thought it was all right, it was a statement of the outstanding accounts. As far as I knew the books were perfectly straight when I went to Europe on the 21st of May, 1888. There is a leqf torn out of this memorandum book, I tore it out, it is immaterial, it showed the difference between the amounts due me and the amounts due by

me. The leaf was not torn out by me, Sambalino tore it out before I went to Europe. My wife had no supervision over the books, she had the power of attorney to draw checks, they were presented to her by Sambalino and were invariably signed by her, he could not have drawn checks to any amount because my wife knew what I owed when I went out and there was no bills to pay except small bills, petty cash, etc.. I furnished to my wife a list of creditors before I went away. Itold Sambalino if he wanted any money to go to my father-in-law, the check would be payable to my order and then deposited in the German Exchange Bank. Wht was the occasion of Sambalino having to borrow a thousand or fifteen hundred dollars? I do not know, money was coming in. I was in Europe six weeks. I don't know how many checks Sambalino received while I was in Europe, he gave me no money when I returned. Is it not a fact Mr. Spero that you told Sambalino before you went to Europe that you expected to fail and for him to have as much cash on hand as possible and when those checks were paid to him or sent in to your credit that he should negotiate them and keep the money for you? No. Isn't it a fact that he turned over to you three thousand dollars in cash when you came from Europe? No. Did you ever have him deposit any checks in his bank and receive the checks from him? No. Sambalino produced the sales book and it showed the sales to different customers and it showed a sale to Julia Cohen. In the cash book that was kept by Sambalino there was not an account opened in the Oriental Bank. I will state that Sambalino gave me

two hundred and odd dollars when I was with Spero & Friedman, I gave him my check, and that was the only check I ever gave him payable to his order; he wanted my check for the money, it was either money or a check I do not remember which. I have a creditor by the firm name of Stern & Mann, I remember their sending a check for $310.40 it was forged by Sambalino and deposited in the Oriental Bank. I see the check now shown me. Was not that check deposited to your credit in the German Exchange Bank $310 by Sambalino? I was in Europe at that time. May 31st, I know nothing about it, it was a put up job, it never went through my hands, this endorsement is new to me. You do not know that he deposited this $310 to your credit in the German Exchange Bank? No. You also claim that Sambalino never gave you any cash at all for those checks? NO. I remember that we have a firm a customer of ours Max Stern of eastern Pennsylvania, I do not recollect him sending us a check for about seventy dollars before I went to Europe, I do not recollect that Sambalino gave me the money and deposited that check in his own bank. When you had these conversations with Sambalino after your return from Europe in which he told you about the fire in which you pictured his distress, etc. was anybody present at that time? No; there were employees in and about the store at the time but the girls were in the back, I never called anybody to overhear the conversation that I had with Sambalino. When the firm of Spero & Friedman dissolved I had an expert go over the books, he claimed that they were all right, that was in December, 1886. The expert was selected mutually by Mrs. Friedman and myself,

Sambalino had nothing to do with the appointing. Some of these checks were credited on the ledger but not in the cash book. The check Exhibit I, for identification is dated during the time I was in Europe, the endorsement on the back of it is not in my writing, it reads, "for deposit, D. Spero, per A"; I did not write that, it is Sambalino's writing, I know nothing about it, I never saw it in my life. As to money that he was authorized to get in case it was needed for your business while you were away it was in no event to be paid by him by check, but as I understand drawn to your distinct order and he was to endorse it as any check received and deposit it in your bank in the same way? Yes sir. I never authorized Sambalino to deposit checks in his bank and give me the cash. Before I went to Europe I saw Mr. Stern of Stern & Mann, he told me that he had sent a check for $310 and something, I knew that it had been sent by him; there is ~~same~~ the same endorsement on that check, that is on the forged check, the identical endorsement. You claim that in all these years Mr. Spero this large amount of money was taken out of your business without your knowing anything about it? Yes. Mr. Stern came into my store, Sambalino was present, he said to me, "hello, Dave, how are you, when did you get in town, etc.?" I says, "I just got in." He said, "did you get a check from me this morning?" I said, "no." He said, "I mailed it the day before I left and probably they mislaid it." He came the next morning and bought his goods, Sambalino was not present, I don't recollect the date of that conversation, it was in the month of May, I sold him a bill that day.

Edgar B. Pinckmey sworn and examined.

I am book-keeper in the Oriental Bank in this city and have been there continuously since 1877, I enter in the books of that bank the accounts of depositors, I recollect that Adolph A. Sambalino had an account there, I have produced a paper in obedience to a subpoena for the books containing the account of Sambalino; it is a full and correct statement of the account of Sambalino from its beginning to its end made by me personally. (Marked Peoples Exhibit No. 13.) I show you Peoples' Exhibit NO. II being packages of thirty-six deposit slips heretofore given in evidence and ask you whether or no they are deposit slips of any account with the Oriental Bank? I shoudl say they were; I am familiar with the hand-writing of Sambalino to the extent of having seen it on checks and on many of these slips. Will you tell me whetheror no looking at Peoples' Exhibit 6 and 7 the first being a package of thirty-eight and the second of twenty-two checks purporting to have passed through the Oriental Bank whether you have heretofore examined those checks? I believe I have, yes sir. Looking at the back of those checks will you tell me whether or no they were deposited in the Oriental Bank to the account of A. Sambalino? I looked at them , I do not recollect the exact time but it was when this case was on for trial before. The number on the slips indicates the number of the bank in the Clearing House, each bank has a separate number, the number of the Oriental Bank in the Clearing House is No.49, and the number 49 upon the back of these checks indicates that it went through the clearing House on the account of

the Oriental Bank. From my acquaintance with Sambalino's handwriting I believe the writing and figures to be his.

Simon Frey sworn and examined.

I live at 81 Bleecker Street and my place of business is in the same place, I have kept a cigar store there for five years, I know Sambalino about five or six years from 1884 to 1888. I have heretofore examined Exhibit No. 8 being a package of 137 checks, I have seen upon the back of them the endorsement S. Frey, that is my endorsement; wherever the endorsement of S. Frey is on the check it is mine; among these checks are two or three with the endorsement Morris Green, that is my son-in-law, I got those checks from Sambalino in my store, I cashed them for him. Weis & Bindham are a jobbing house in tobacco, Morris Green is my son-in-law and deals in cigars and Blumenstofk deals in liquor, I passed the checks on to them without any knowledge that they were forged, I cashed them for Sambalijo and then paid them out, I believed at the time that they were genuine checks. I make the same answer as to this other bundle of twenty-eight checks, Exhibit No. 9 now shown me. I knew that Sambalino was the book-keeper of Mr. Spero, I cashed checks for Sambalino away back in 1885.

John C. Zahrt sworn and examined.

I live at 41 Tillery Street, Brooklyn and am a merchant tailor at 93 Sands Street, Brooklyn, I have been in business there about thirteen years, the firm name is John D. Zahrt & Son, the John D. is my father. I have known

Sambalino eight or nine years, he was a customer of mine and visited my store quite often. I have examined the package of checks Exhibit No. IO now shown me, I am sure that the endorsement on the back of these checks is in my handwriting, I deposited them in a Brooklyn bank and received the check from Sambalino for the payment of my bills.

Maggie Kelly sworn and examined.

I live No. 166 27t Street, Brooklyn, I worked for D. Spero, 606 Broadway, I am Mr. Spero's assistant forewoman and on the 27th of July last occupied that position, I know Sambalino was at that time the book-keeper for Mr. Spero, I recollect on that day having a conversation with Spero in the store in the early part of the afternoon, Sambalino told me to tell Mr. Spero that he was going to South Norwalk to meet his family, he said it was his intention to tell Mr. Spero but he had to catch a train and he could not wait; he said he might be back to-morrow and he might not be back till Monday; he did not come back, this was Friday, July 27.

Charles Heidleburg sworn and examined.

I am a decetective sergeant attached to the Central Office and have been so since the detective sergeants were organized in 1880, I was so in July last, I know Sambalino the Defendant, I recollect July 27 when it is declared that he departed this jurisdiction, the first I knew about it was on Saturday morning July 28, Inspector Byrnes set me at work to discover his whereabouts, I did not learn his whereabouts until the 19th of October, 1888,

I was at work all the time. On the morning of October 19 his wife was about to arrive on the steamer Belgenland, I started on the 6th of October but I did not locate him; his wife had some information. I took the steamship on October 6 and went to Havre from here, I sailed on the steamer La Goscogne for Havre and I arrived there on the morning of the 14th, I was bound for Antwerp, Belgium, I arrived at Antwerp on Tuesday night at twelve o'clock by the way of Paris and Berlin and I reported to the American Consul. I told him what my mission was and he took me to the Chief Justice at Belgium and I swore out a warrant and a bench warrant was issued by the Court; on the morning the steamer Belgenland arrived which was on Friday morning the 19th, I was on the deck disguised with a Belgium detective thinking that Sambalino would be there to meet his wife, I followed her over and arrived four days ahead of her, she came off the steamer Bengenland about seven o'clock, I knew her because I saw her here, she had her trunks examined and hired a cab and told the driver she wanted to go to the Grand Hotel. Belgium in Antwerp; she went to No. 9 Langenee Street, Antwerp; I followed her, she went in and her trunks; after they were in about fifteen or twenty minutes and detective and myself followed in, I went in one door and then he went in another, Sambalino came down in his shirt sleeves to get some brandy for his wife, he was then recognized by me and the Belgium detective; he said that he was not Sambalino, he was John E. Tracy. Well I said, "I will take chances on it, there is your picture." He had no beard on him, I showed him that picture; it is in with the papers, I

gave it to the District Attorney when I came back. I said Mr. Tracy, then you will have togo to the Police Headquarters with me." He said, "you are making a mistake, I am John E. Tracy, you will be sorry for making such gross mistakes." I said, "I will take chances on it"; I sent for his wife and she came down; knowing me she was very excited and she at once exclaimed, "it is no use of your denying it, Heidleburg knows every movement I made, why, he followed me from New York here." He went upstairs todress and while he was dressing he and his wife asked how much time he could get if he went back to the United States. I said, "it is no use talking about that, you have not been tried or convicted,;" he had dressed and we took him to Police Headquarters and then he gave his name Adolph Sambalino living at Second Place, Brooklyn, book-keeper for Mr. Spero. I telegraphed Inspector Byrnes and waited until the 10th of November for extradition papers; he came over and his wife and his boy who was with him at the time he ran away. I had talked with him on one or two occasions coming over on the steamer, once in reference to the books which were stolen from Mr. Spero, the books which he declared had been burned. I asked him about those books, he said those books could not be reached, that they were destroyed. I said, "I don't see what defence you have;" he said, "I will see what Spero's defence is and I will show you my defence"; he said there were two books in existence: On the second occqsion about three or four days after that we were in the smoking room of the steamer and he said, "suppose I can show from eighty to one hundred transactions which I am charged with having

checks deposited in my bank. I said, "if you can show those checks and produce them in Court and had authority to sign you will be acquitted very easily, there is no trouble of your acquittal in that case," and I never had any more conversation from that day on the subject until the day that we arrived. How many checks did he say he had? From eighty to one hundred. I arrived on the morning of the 23rd of November in the steamer Westerland I said, "Adolph, you and I had a very pleasant trip, I am obliged to hand you over to my partner Dolan until all the passengers are taken off." We sent his wife to the board ing house and we walked out on the dock and took him to Police Headquarters; we took his name and pedigree and he refused to have anything to say; I delivered him up to this Court the next morning.

Cross Examined. I had only two conversations with him on the subject of the case; I saw him in prison two or three times but it was on the steamer I had the two conversations. I did not act as his legal adviser and tell him to plead guilty; it is not a part of my duty as a detective to worm confessions out of prisoners; he always started the conversation. I never started a conversation at any one time; I did not go to the prison and tell him I would intercede in his behalf to get the lowest possible punishment.

Mr. Parker offered exhibits Nos. 6,7,8, 9 and I0 in evidence.

The Case forthe Defence.

David Spero recalled by Counsel.

Mr. Spero, do you recognize this large book, this ledger? Yes sir. That is the book in which the Defendant had to write? Yes, the ledger. You said in your examination before that it was the duty of Mr. Sambalino to affix on the back of the check a stamp, it was his imperative duty to fix a stamp, did you not, to put the stamp on the book? Yes, for deposit. Consequently no checks were passed on deposit in which the name of Spero and Friedman was written out? That I did not say. Look at that check Mr. Spero taken from package 8? Yes, I see it. Do you remember that check Mr. Spero? I886, I do not. Let me call your attention to the fact that that check went through Sambalino's Bank and is credited on your ledger, that you see, is that right? It is not credited in my cash book. Look and see if that went through Sambalino's bank? No sir, that went through the West Side Bank. That is a check of S. Frey, the cigar man endorsed, this check is signed Spero & Freidman, A.Sambalino, I find credited on your ledger? It is not credited on the cash book. You deny the fact that there was two cash books? Yes.

Mr. Parker: The Peoples' case is closed.

The Counsel opened the case for the Defendant.

The People
vs.
Adolph Sambalino.

Court of General Sessions, Part 1.
Before Recorder Smyth.
January, 1889.

The Case for the Defence.

Counsel opened the case for the Defendant.

Adolph Sambalino sworn and examined.

By Counsel. Q. Mr Sambalino, how old a man are you.

A. Thirty-five years of age.

Q. How long have you been in this country.

A. I was born in this country.

Q. When did you enter the employ of Mr Sparo.

A. On or about February 4, 1884.

Q. In what capacity and what were your duties.

A. As book-keeper and confidential clerk.

Q. Now in order to be brief you go on in your own way and make as clear a statement as possible regarding your transactions with him until the time of the arrest.

A. On or about February 4, 1884, I applied in answer to an advertisement for a position with David Sparo. On the same day I was engaged by him for one day and if at that day I suited, the engagement was to be continued. The same day right away there was a pay role to be made and I was entrusted with over three hundred dollars cash for the pay-role at once. He was satisfied and I was engaged ever thereafter. The same week, not the week after but the same week he raised me two dollars, from ten to twelve dollars the same week, when it came to the day of the pay role he said, "take twelve instead of ten." I told

him I was a teacher of languages and that my pupils being all adults and business men took lessons at night, could not attend to taking lessons during the day, and consequently I had all the day at my disposal and I would rather be employed; I did not expect any sickness then because I do not look like a sick man. So it all went well right from the beginning. The cash sales -- he never used to keep much money in the drawer but the cash sales if we were short he would leave them, but mostly all the cash sales -- he wanted cash money in his pocket and very few of the cash sales will appear entered in the sales book. Up till October, about the middle of October 1884, all went smooth except that cash sale transaction. Oh, I must here state that right from the beginning, from the first week I endorsed the checks and deposited them in the bank, as very likely his own bank can testify, but about three or four months afterwards a peddler came in offering these stamps for sale and at that time he for ten dollars bought that and after that the custom was whenever we had time to stamp with that stamp. That is the stamp there which was bought about three or four months afterwards; previous to that I did the endorsing by handwriting. Now about the 18th of October 1884, his stepfather was taken sick, Mr Friedman and at that time was the first time that I have mentioned this fact, although it has nothing to do very likely with the case because it is business -- never mind, he conveyed to me the idea there was nothing wrong provided I put my name because he done it to some checks that are written in red ink, 1884.

Those check should be found in the corresponding books of David Sparo because they pertain to Friedman. In 1884 about twenty all written in red ink, $4500 cash -- those checks were endorsed as Friedman in the hand-writing of David Sparo under signed.

Mr Parker: I object.

Witness: I have to explain, it is my honor and my liberty that is at stake.

The Court: I do not see what this has got to do with it.

Counsel: Probably he will show us.

The Court: Go on.

Witness: He wanted me to sign them at the time; he said that there was nothing in signing provided I signed the name underneath it was no forgery, it was not forgery from the moment the man signed the check and put his name underneath. Consequently this passed. Well, in 1885 naturally Friedman having died and they having got this $4500 cash on a check signed from S. Friedman in order to protect the interest of Mrs. Friedman, which caused the paying of thirty-three cents on the dollar instead of in full. Afterward they formed a partnership, Mr Sparo and Mrs. Friedman, his mother. Previous to forming the partnership he was sued by different parties amongst others Marx Held & Co. who refused to take thirty-three cents, forty cents was the first offer. Richard S. Newcome had charge of Mr Sparo's defence, executor of the estate of S. Friedman, and the thing was compromised with those parties that sued him. He paid seventy-five cents on the dollar telling me personally that Richard S. Newcome had advised him to compromise because he had perjured himself.

So afterwards they had ~~their agreement~~ disagreements and disolved partnership. Everything coming on me, I am getting all puzzled up. Well, there was in the partnership paper one-third profit to Mrs. Friedman and two-thirds to Mr Spero. Mr Spero made me then, whenever he was short of money, naturally it is very necessary the first time I signed the checks for him. Mrs Friedman and Mr Spero had a disagreement about the expenses and she wanted to stand only one-third of the expenses as she was only getting one-third of the profits while Spero had in the agreement that he should take two-thirds of the profits without spending one penny. They had continued fights from that and Mr Spero said, "never mind, I have got to change the whole of the management, there is no necessity of bothering my mother about it; whenever I have expenses we will charge it in the expense cash book." He told me to cash small checks which covered his expenses, that is what I call the two sections of the cash books; I could not post my books otherwise. We had two books, one with the checks that went through his bank and credited to the firm and the other were checks or cash sales that came in that covered special petty expenses that he had to go around and treat them; during the busy season he had as high as two hundred dollars expenses.

By the Court. Q For a night.

A. For a night as high as fifty, sixty or seventy dollars; if they sat down to play a game of poker, perhaps a little more. So this did very well; there were very few checks of Spero and Friedman after he dissolved partnership, and

2-6

an expert went through the books. His capital was at that time about $8500 and naturally there was over $12500 of accounts that he had bought, if I am correct, there might be $500 out of the way, but he had notes that he had from friends of his that I do not care mentioning although they are sitting in the Court here, friends of his that helped him paying the check to his mother Mrs. Friedman and had left his capital about $7500. Inside of a week or fifteen days he had right one on top of another over $4500 failures, large debtors, and it is all over the millinery market in his line that the firms of Mr Spero got the worst knocks in failures. Well, there was over forty-five hundred dollars failures and that left a capital about $3500 or $4000. He had a very poor season right from the start and dissatisfaction and right on the top of it other failures, about $3000, no profits. This was in 1887 and 1888 and the three seasons were all poor seasons, the first six months, I do not know what season he had the latter part of 1888. The first week, the first ten days, Spero told me to continue depositing those checks because he said ----

By the Court. Q. Deposit what checks.

A. Deposit whatever checks he would leave, he would mention me the checks. He said, "Sambalino, I do not like to fail, but if I have to I have to, I can't help it and it is better that I prepare myself for the worst." He says, "would not it be advisable not to enter the ten days sales in the sales book." I objected to that, I said it made too much confusion. "Well", he said, "continue to deposit the checks in your bank because than I got that money if

27

I have it entered in my check book and get the money, draw it from the check, the check will show how much money and I might be called to account by the creditors, but if you deposit it in your bank you can give me the money" -- naturally have a separate and distinct cash book ---"you can post everything very nicely, you need not fear but only disguise your hand because on the checks of S. Frey you will notice ~~were other checks except those~~ my hand-writing is not disguised either in the form or the hand-writing. I am stating this now what he told me.

By Counsel. Q. What checks are those.

A. All those endorsed Frey. I objected to disguising the hand-writing to put it in the bank and told him why did he not sign those checks, I could endorse them underneath and deposit them in my bank. He said that would be very good, he thought it advisable -- only the collection of the checks mostly came during the time that he was in Paris and that it was necessary that the hand-writing should be always the same otherwise the bank would object from the fact that I put down my name underneath.

By the Court. Q. Did he say that.

A. Yes sir, and from the fact that I had a separate cash book which showed everything. Why, there was no fear, I was only obeying orders: and so I did. I deposited those checks: coming to the time that he went to Paris then the last time he looked over all the accounts, as he did always every week, the longest he oversteped was two weeks without looking at the accounts. Everything is entered in the books, it is not possible in such a large

amount of checks he could not see them. Before going there I had a statement made, that book he showed there. His surplus capital all included was about $2500 and that page he tore off because he did not want the parties going over to Europe seeing it that his capital was so small, he tore off that page and he called off all the names from the balance book and the ledger right together with me.

Q. You are talking about the little book.

A. Yes sir, the little book; he looked over all the accounts, but what he never done any other season he always left the checks to pay his bills in full whilst he was away as the money would come in but this time he only left two; he did not leave the checks signed because there was not money enough, he needed the money when he came back. He told me, "Sambalino, he says, I will need about three thousand dollars when I come back." Well, I said, "all right"; so I guess I cashed about $3500 in my own bank, mostly all in my bank, deposited them there and drew them and I deposited in his bank about $8500 or $9000, I don't know which, because he had notes to meet and money was required to be in the bank to meet them; he told me that he should need only two or three thousand dollars cash, I had $3350 cash and handed it to him the day after the fire.

Q. How much did you give him.

A. $3350.

Q. Where did you keep this money.

A. In Marvin's safe that he had.

Q. In the office.

A. Yes sir.

29

By Counsel. Q. Go ahead.

A. Now whilst he was away I sent a salesman on the road M.Oppenheimer, and it cost about $153 to send him on the road, it was taken out of the money that I cashed for him because naturally Mrs. Sparo was not around and the checks signed were only for the pay role, I had money to his credit and I took the money out of my bank, $125 and gave it to the salesman and sent him on the road.

By Mr Parker Q. You did not get it on a check.

A. The checks were all in my bank credited, I draw it out by check.

Q. You have got that check.

A. Very likely amongst the vouchers, it is very easy to prove that. I want to call attention here to a very important incident, that check that was introduced May 17, a check of $310 introduced for evidence there, this being naturally a cash transaction between Mr Sparo, it was a hard thing for me to prove, it is by mere chance that I have in this case a check. Mr Isaac Stern of Stern & Mann, Canton, Ohio, has that check purported to be paid May 14, $310 and odd cents which reached us I think about the 16th of May. This was one of the checks whilst Mr Sparo was still here, about eight days previous to his departure for Europe, that hentold me to deposit as usual through my bank and after I got credit for it I handed him over the cash. Now the day after Mr Stern came in from Canton, Ohio ,he came to New York to buy goods and the first question he asked (we were in a sample room, Mr Sparo, Mr Stern and I) Mr Stern asked me whether the

check had been received? I was just on the verge of answering yes when Mr Sparo nudged and I naturally said no, I did not know what the reason was, Mr Stern went out and said it was very funny. Mr Sparo after he went out said, "have you got that check yet?" I said, "no, I deposited it in my bank." He said, "you had better stop payment of it." "Why", I said. He said, "if anything happens he (Stern) will go around and speak to all the merchants about it." I said, "I cannot stop payment of it because I would have to give some plausible excuse to the bank and it would not look right." He said, "when you get credit for it you had better deposit the cash in my bank because I am afraid of that check". Well, all right, Stern came in a day afterwards and they had a conversation again, I don't know what they talked, it did not bother me. He Sparo said, "sure enough Stern has spoken to everybody amongst people in the same business and some of my creditors and if I have to fail it looks bad, I am going to buy heavy in Europe and they will look over the books with the second cash book. Everything being entered in the ledger, everything is balanced in the ledger and all the checks and the cash book correct, they will not think of asking us about the second section of the cash book. I only draw thirty-five dollars a week and live moderately and they will accept the statement readily." He was living at the rate of sixty dollars a week before when the partnership was with Friedman. He, Sparo says he (Stern) has gone to those creditors and told them I did not receive the check." He says, "I have to go next Friday to

Europe and as soon as I get off you can deposit that money." All right, sure enough, so I did.

By the Court. Q. Where.

A. I deposited it in the German Exchange Bank, $310 and odd cents. He does not know anything about it; he expected me to deposit cash as all other things had been cash transactions, he told me all along to give him cash and he ordered me to deposit cash in his bank, He ordered me to draw amounts not equal to those deposited in check, for instance, if a check was $350 to draw $200 and $115 so that the bank would not suspect that it was cash business for which we had a different cash book. There was always a balance to my account. Every six months I got raised in wages, my salary was increased to twenty dollars up to 1886 and thereafter up to 1888 apparently by the books there is no increase in my salary although my duties had increased. For a period of over a year and a half the books will show no increase in my salary, it was credited in the other cash book as he did not want it to appear that I drew any more money out of that firm in case he had to fail, than twenty dollars a week. Now naturally my duties having increased --(I had always whilst the firm was Spero & Friedman help come down on Sundays) but now I had no help and I had so much work to attend to I could not do it at night for I had my lessons to give; it was customary every two months to take the books home. The Saturday previous to the arrival of Spero, which was on Monday, I had a boy Charlie Maux and he took the books home to my house. I proposed on Sunday to have them all posted and ready for him on the Monday when he came, but

a gentleman that Sunday by the name of Charles Gunniberg of the firm of Hermann & Gunniberg No. 620 Broadway came and spent the afternoon at my house, stopped from half past two till about ten o'clock at night, consequently I was incapacitated from doing anything on the books otherwise they would have been ready on that Sunday and there would have been no fire. On Monday I went over to business, I suppose if the day before had been Saturday there would be no fire -- they would not have been caught in the fire I meant because the fire was the next day -- well, that is clear. So on Monday night I returned home, I greeted Mr Spero naturally who arrived at eight or nine o'clock. Monday afternoon; I went home and at night I went to my work at the books, I posted all the books and had them all ready; amongst those books there are only two of a size like that cash book over there that was shown a little while ago, that was the ledger and the sales book, well, it was not as thick as that by any means, it was nearly two-thirds, and the sales book and the rest were little books not quite an inch wide and two or three inches through, the credit books and the cash book was about three-quarters of an inch thick, well, to make sure, they were all small books.

By the Court. Q. How high was it.

A. It was about a foot and a half I guess. So well naturally, I had those books all posted and I went to bed after I got through about half past eleven. I had on the table a pot of coffee that I had made by the girl to keep me awake and I had a bottle of brandy to strengthen me.

Well, now I go into these details because I account for the fire by that bottle being there. So naturally I went up to bed and when I went to bed my wife about half past two woke me up and told me the house was all in smoke, I suppose about half past two; I at once rung up the Dis-Trict Messanger alarm and then we went down. In the midst of the smoke I saved the sales book from the carpet, that is the first book I grabbed, I saved the sales book which was the most important because all the sales were in there and the balance sheet book. Then the officers came the officers of police and my wife was putting out the fire and there they saw the ledger which was inwardly almost all burned and outwardly about three-quarters burned or two-thirds and the servant took it and put it in the dish pan out in the yard because it was raining that night, thinking that the rain would put it out and in the morning it was all charred up into ashes; the rain must have stopped very likely, I do not know.

By the Court. Q. Notwithstanding it was put in the dish-pan.

A. Notwithstanding it was in the dish-pan, yes sir; and I naturally went over to Spero the next day and I told him the whole thing and I accounted for it, I said "either one of two ways, either the match or the cigar must have dropped on the papers in which the books were wrapped and those papers (I needed them naturally to pack up those books the next morning) they got on the floor or the butt of a cigar, one or other I don't know which, must have set fire to that paper which must have communicated the fire to the tablecloth and the tablecloth must have bursted the bottle of brandy, that is my idea of it. Gentlemen may

laugh, but there is little to laugh for me in it. That must have started the fire; there was a walnut extension table and the tablecloth was all burned and the carpet burned for which the insurance company paid us about fifty dollars and on the building seventy dollars altogether the insurance company paid. The little books were all burned. On the next day an order was given to have the bank book duplicated; it was shown that eight or nine thousand dollars was deposited during his absence, and everything could be started from the balance book and the little book that he had in his pocket that showed all the outstanding accounts from May 21, and he had looked over the books. It was through my suggestion that he had written to customers to see which had paid; naturally he asked me if I could remember.

Q. Give the date of that fire.

A. I think it was the 9th of July. I do not know the name of the officer but the District Messenger is in Court Street near Union and I think that the name of the policeman that came with the other officers was Mullen. Up to about the 25th or 27th I never noticed any change in Spero, I continued to attend to business; we wrote to and got answers from customers in Elmira, N.Y. and other places that they had paid everything. That showed that I had sent a statement to these parties when the answers came that they had paid. We started books the best we could, I could not remember who had paid, it was impossible and I told him at the time to write to the customers. He said, "it is very bad for you, the fire, have you nothing saved?" I said, "nothing", everything burned, your cash book." And the first I knew was on Friday

35—

night I left to go to South Norwalk as usual, it was customary to make arrangements to put my wife in the country so I could go Friday and return on Monday, leaving every day at three and returning Monday. I was trying to straighten the books -- first off my brother told me Sunday that Commissioner Nevins of Brooklyn had been notified by Spero who asked him whether there had been a fire in my house, that I had destroyed the books and that I committed a forgery and that he had seen Julia Cohen. I never tumbled to anything, I never could guess what his idea was at the time, what he meant to do, I only saw that my proofs were all burned. So we talked over the question, my wife and I and the brother and decided that he would not dare to push thematter any further , I left for Baltimore and from there I went to Antwerp.

By the Court. Q. Without bidding Spero good bye.

A. Yes sir, I wrote him though at the time, that letter that was read for evidence, because ---

By Mr Parker. Q. This letter about being put in a corner, is that the one you meant.

A. Yes sir, naturally I was in a corner, all my proofs being burned.

By the Court. Q. Why did not you sign that letter.

A. It is torn, my signature was to it, the signature is torn off, I did sign it.

Q. What did you do with the envelope.

A. I sent it to parties to send it to him, I sent it to my wife.

Q. She sent it to Spero.

A. Yes sir. Now I never thought of this check that I had deposited otherwise I never would have left $310. That check if I had thought of it at the time, I would never have left because it was proved in that case that he got the money; if he got that one he got others. I naturally went off and wrote him that letter after I got to Antwerp seeing from the papers ----

by the Court. Q. When did you get to Antwerp.

A. Sometime in the latter part of August, I don't remember if it was the 19th. So anyhow I saw in the papers that he had followed me up and was going to have me arrested. Then I for the first time saw that it was not after my little house that he was in Brooklyn, I thought he wanted me to make good these few checks and hand over my house; the books show that they were all entered. Naturally I understood right away that he was willing and that he wanted to sacrifice me at any cost to get the bank to make good that amount of money, and that that was his sole object. I thought I had no proof; when I thought over the case I remembered this check and when Heidleberg came over naturally I was willing to come back and I told him if I can prove (not on the steamer and not in the cell) but I said if I can prove in several instances that the man received money for those checks the are cashed, is not that evidence in my favor?" "Certainly", said Heidleberg; that is all the conversation that ever I had with him.

Q. Did you have a conversation with him when you told him your name was Tracy.

A. He did not ask at all that my name was John E. Tracy, I did not tell him at all I assumed th name of John E. Tracy

when I went off; I thought all my proofs were burned and I wanted to disguise myself from justice not to be arrested because I thought that this man was going to sue me and I did not want rumor against me, I went away and fled not to be arrested certainly and I assumed the name of John E. Tracy and went over to Antwerp; through correspondence my wife wrote to me under that name, that was the name registered. When the Belgian detective came and asked me what is your name? I said. JohnE.Tracy, I did not know he was a detective; when Heidleberg said, "you are Sambalino", I never answered a word at all, I never answered that I was Sambalino or Tracy, when I was arrested I gave my straight name.

By Counsel. Q. How much money did you have on you.

A. I did not have a cent; my wife would send me over twenty dollars every month out of the proceeds of the sale of the house that she had in Second Place.

Q. Did you give your wife any money.

A. I did not have any money; the Recorder appointed you my Attorney because I had no money to have an attorney.

By the Court. Q. Are you sure.

A. I am sure.

By Counsel. Q. Mr Sambalino, do you recognize this pass book, this was of the firm of Sparo & Friedman.

A. Sparo & Friedman.

Q. The expert went over this book, these checks that have been offered in evidence here against you, do you find them charged upon this pass book, some of them.

A. Yes sir, they are entered in that book.

Q. Can you turn to the book and find where they are entered.

A. Yes sir.

Mr Parker: We will admit as far as the ledger is concerned: we have not contended that they are not there, they had to be put there to close up the account of the customer.

The Court: I do not understand that there is any dispute that the checks were not all entered in the ledger account, but there is a dispute as to whether the checks were entered in the cash book.

By Counsel. Q. You said before that before he went to Europe the books were straightened up.

A. Yes sir.

Q. He knew how the account stood with the debtors.

A. Yes sir.

Q. Do you remember how many checks you received when he was in Europe.

A. I cannot remember, I think about --- you mean all together with his bank and mine?

Q. Yes.

A. Well, I guess about $12000, something like that.

Q. You deposited in his bank about eight or nine thousand and the balance in your bank under his instructions.

A. Yes sir, the balance in my bank under his instructions.

Q. And when he returned from Europe you paid him that balance.

A. Yes, $3350.

By the Court. Q. Who was present when you paid it to him.

A. I paid him in the office, there was nobody present, it was paid about the 10th or 11th of July.

By Counsel. Q. When you presented a check to Mrs. Spero to be

signed for money to be drawn from the bank she never questioned the check, did she, the face of it for any amount.

A. Never.

Q. You could have drawn any amount of money, could you not, out of the German Exchange Bank, you saw fit.

A. Yes sir.

Q. What was to his credit in the German Exchange Bank, eight or nine thousand dollars or more.

A! Oh no, there was not eleven hundred dollars, he had notes to pay each of about $2500, Spero's note endorsed by me; he had his notes discounted in the bank and had me endorse them.

By the Court. Q. How many notes during the time of his absence.

A. During his absence there was three notes about coming due, about $2500 each, about $7500, he had a balance in his bank, I don't know how much, about nine or eleven hundred dollars.

Q. After paying the notes.

A. Yes sir.

Cross Examined by Mr Parker.

Q. Mr Sambalino, let me see if I understand your defence, you do not deny endorsing everyone of these checks produced in evidence.

A. No sir, I endorsed every one of them.

Q. You gave some to Frey, some to the Oriental Bank and some to Zalirt.

A. Yes sir.

Q. You say that was authorized by Spero direct.

A. Yes sir, a direct order by Spero.

Q. And at the time he did it you knew he was doing something wrong.

A. No, it was his own money.

By the Court. Q. Don't you mean to say or let this jury understand that you and Spero were both concocting a scheme to make a fraudulent failure.

A. I was not concocting a scheme.

Q. Were not you helping him.

A. No sir, I was obeying orders, cashing money for him.

Q. He was giving you orders by which he could get up a fraudulent failure.

A. He told me that incidentally only.

By MrAParker. Q. You were helping him.

A. Yes sir.

Q. You are thirty-five years old.

A. Thirty-five.

Q. And where were you born.

A. In Brooklyn.

Q. When did you first go to work.

A. I have been teacher of languages.

Q. When did you start in.

A. About 1872.

Q. Whatwas the first mercantile employment you ever engaged in.

A. I do not remember any mercantile employment of any account.

Q. Not of any account, I don't care how it was, with any mercantile house, with any merchant.

A. I do not remember any in this country.

By the Court. Q What was the firt business you went into.

A. I graduated in Europe, I was in Chicago with W.S.Porter, the coffee business, it did not last long and in Philadelphia with Mr Wood.

By Mr Parker. Q. When was that.

A. I think in 1883.

Q. Sure about that, 1883.

A. Yes sir.

Q. It was not 1876, was it, now then, who else had you ever been with beside Mr Sparo and these gentlemen you have mentioned.

A. I do not know.

Q. Nobody else you remember.

A. NO.

Q. I will take you up from 1876, I will start at the beginning, how did you come to leave Mr Wood in Philadelphia.

A. I do not remember, we had some words.

Q. Some words.

A. Yes sir.

Q. You mean a difficulty between you and Mr Wood.

A. Not between Wood, between the employees and I.

Q. Did you leave on that account.

A. Yes sir.

Q. Were not you discharged from Wood because you forged.

Objected to.

A. No sir.

Q. You say you do not recollect anybody else you were employed with.

A. No sir.

Q. In 1877 were not you employed in this city by the shipping house of Benham & Boyesen at No. 21 Bridge Street.

42

A. No sir.

Q. Did not you enter their employ as Italian correspondent.

A. No sir.

By the Court. Q. Were you in their employ.

A. No sir, I did work there, I was not in their employ, I did translations for several houses and ship captains.

By Mr Parker. Q Were not you in their employ right in the office and were not you given a great many drafts to get cashed for sea captains and did not you fail to return the money on those drafts and weren't you discharged.

A. No sir.

Q. Did not Mr Benham himself discover your defalcations in that regard and weren't you discharged and did not you give up your watch and chain and other trinkets in part payment.

A. No sir.

Q. Now I will show you a cash book I believe of Benham & Boyesen under date of September 1877, just look at that entry right there upon the 18th page, the 26th I guess of September to Sambalino ninety dollars, and ten dollars is that you do you know.

A. Why, certainly, I said I had translations to make for that house; that housepaid me, I made translations for sea captains and I passed the money to them .

Q. Was not this transaction of ten dollars a credit on their part of the value of the watch and chain they got from you.

A. No sir.

By the Court. Q. Did any captain of a vessel in that office get a watch and chain for a draft you collected.

A. No sir.

Q. Or for any other purpose.

A. Money loaned to me.

Q. The captain loaned you money and you gave him your watch and chain in payment for it.

A. Yes sir.

By Mr Parker. Q. What was that twenty dollars for.

A. I cannot remember in 1876 what it was for.

Q. How much was the amount that you were short.

A. I was not short any amount.

Q. How much was the amount that was loaned to you.

A. I could not remember, the money was loaned to me, I never gave up my watch, I suppose he loaned me ninety dollars if it is there.

Q. Look upon page 32 of this book under the date of the 28th of Feburary, Sambalino for sale of watch $14.

A. I don't know anything about that: they must have sold the watch; what do I know about that.

Q. Do you know that is Benham & Boyesen's book.

A. The captain very likely before leaving must have left the watch, they must have sold the watch and that was fourteen dollars they got out. I did not work for Benham & Boyesen.

Q. You see the entries of all the items.

A. Yes sir.

By the Court. Q. Didn't you make translations for them.

A. For sea captains in all the offices, Benham & Boyesen's and other ship brokers; when I mentioned being employed during the day I taught some lessons, I cannot have any special recollection of any ship broker.

By Mr Parker. Q. Do you know Gabriel W. Thompson employed in that office.

A. No sir.

Q. Is there anybody else that you recollect that you were employed with.

A. No sir.

Q. What about a gentleman named Mr Dassori, do you recollect him in his office.

A. I had to do in his office the same as in ship brokers, he is a merchant.

Q. You went there at times to get translations.

A. Yes sir.

Q. Were not you his book-keeper and clerk.

A. No sir.

Q. Has not Mr Dassori got whole books filled with your hand-writing.

A. Yes sir, correspondence.

Q. Look at that and tell me if the bulk of the correspondence is not in your hand-writing, were not you in his office staying there under a salary.

A. No sir and yet I was under salary, I stopped two hours and went away.

Q. How long were you with Mr Dassori.

A. I cannot remember how long I was with him because I was not in his employ.

Q Were not you with Mr Dassori, until the spring of 1882, until August.

A. I may have been there.

Q. Mr Dassori is a fruit and produce dealer.

A. No sir.

45—

Q. How much did you get a week.

A. I did not get any salary.

Q. Did you get ten dollars a week right along.

A. No sir.

Q. He used to keep at 24 State Street.

A. I don't know anything about State Street, I do not know that there is a State Street in New York.

Q. Then No. 33 South Williams Street.

A. South Williams.

Q. You say you were not there as book-keeper.

A. No sir.

Q. Mr Dassori had a retail branch in the Five Points, didn't he.

A. Yes sir, he had.

Q. He used to have the receipts of that place brought down every day to this Williams Street place.

A. I don't know about that, I was not there long enough.

Q. Did not you receive them and lock them up every day in the safe.

A. No sir.

Q. Did not you have a key of the safe and a key of the drawer in the safe.

A. No sir.

Q. Did not you steal a great deal of money from Mr Dassori.

Objected to.

A. I never stole.

Q. Were not you discharged for stealing.

A. No sir, I was not in his employ.

Q. Do you recollect the last day of your doing any work for Mr Dassori.

A No sir, I cannot remember when was the last day I was with him.

Q. Don't you recollect Mr Dassori catching you at the safe drawer and accusing you of stealing twenty dollars, a twenty dollar gold piece.

A. No sir.

Q. You deny it.

A. Yes sir.

Q. Don't you recollect him taxing ---

A. He would prosecute me.

Q. Don't you recollect him taxing you with having unauthorizedly endorsed and having had cashed a check of eighty pounds sterling by Sagar Bros.

A. No sir.

Q. Look at that. (Showing witness a paper.)

A. I do not see my name there.

Q. Did not you write that, weren't you discharged for writing that.

A. No sir.

Q. Do you know William VanBergen.

A. No sir.

Q. Is he not the saloon keeper where you had that cashed.

A. No sir.

Q. Do you recollect Mr Dassori getting that check that day, he failing to see it on his bank book, and having failed to see it on his check book that he got it from Mr VanBergen and came back and told you that unless you made good that amount he would send you to prison.

A. No sir.

Q. You don't recollect that.

A. No sir.

Q. And do you recollect at that time that you wrote a letter to somebody, or sent some communication to somebody by a messenger and shortly a messenger boy came back with the amount of the check which you handed over and you were then discharged.

A. No sir.

Q. Don't recollect anything about that.

A. No sir, it is not true.

Q. If that were true you would recollect it of course.

A. Yes sir.

Q. Or have so many occasions of that kind happened that they become indefinite in your mind.

A. Very likely in your opinion.

Q. Did not you have an impression in wax of the key of that safe, the key of the drawer.

A. No sir, you make a burglar out of me.

Q. Did not you tell Mr Dassori that you had, did not you admit that to him.

A. No sir.

Q. You asked Mr Dassori, did you not, for a recommendation for employment shortly after the date of this check which is dated in August 1882.

A. That part I cannot tell because I asked many ship brokers to help me.

Q. Suppose I show you a letter that Mr Dassori wrote you, would that refresh your recollection, a letter in Italian telling you that he could have sent you to State Prison but he pitied you for your children's sake, - you can read Italian can't you. (Letter shown.)

A. I never received that letter.

Q. Never received it.

A. No sir.

Q. Could you translate that letter for me, you can translate it.

A. I am not an interpreter.

Q. You wont translate it.

Counsel: By advice of his counsel he will not.

Witness: You want to prejudice the jury against me; it is an untrue letter.

By Mr Parker. Q. Did you ever receive a letter to that effect.

A. No sir.

Q. Did you ever receive a letter stating that he had spared you for your children's sake, that he was confident that you would reach your punisiment hereafter.

A. No sir.

Q. Have you got a boy.

A. I have a boy.

Q. How old is he.

A. I guess he is about ten years now.

Q. Then you did have a boy in 1882.

A. Only one boy; it is said children there, I had no children, I had only one child, not children.

Q. Did not you send out for that money.

A. No sir, I did not.

Q. Did not you send out for that money to a man named Cunningham in Brooklyn and did not you get from him three hundred dollars or about that.

A. No sir.

Q. A brother of a butcher in Brooklyn.

A. No sir.

By the Court. Q. Do you know Cunningham.

A. Yes sir.

By Mr Parker. Q. That is 1882, we will pass on to 1883, do you recollect being in any employment after that in 1883 in Brooklyn.

A. No sir.

Q. Sure of that.

A. Sure of it.

Q. Do you remember the coal firm Mr Spero spoke about, the firm of E.H.Itjen and Henry Pastorell.

A. No sir.

Q. Keeping on the corner of Union and Bond Street.

A. No sir.

Q. Were not you recommended to them by Herman Wishman and O.O. Roscoe, weigher in Taylor's store, members of a lodge you belonged to, Jappa Lodge.

A. No sir.

Q. You know none of those people.

A. No sir.

Q. Were not you in the employ of Itjen & Pastorell and discharged from there for stealing in the course of three months about $1517.

A. No sir.

Q. Which you did not enter on the cash book.

A. No sir. All those people discharged me without arresting me!

By the Court. Q. Do you know these people.

A. No sir.

Q. Did you ever see them.

A. No sir, I never saw them. I said, what would they be discharging me for without being in their employment.

Q. Were you ever in a coal yard.

A. I do not know where the coal yard was.

By Mr Parker. Q. I told you Union and Bond Streets.

A I may have, I do not remember him but not in their employ.

Q. Did not you go in their employ and commence stealing after you were there.

A. No sir.

Q. Do you know Detective Roche of Brooklyn.

A. No sir.

Q. Did not they callin Detective Roche and have you arrested right in the coal yard.

A. No sir.

Counsel: I object to the question.

By Mr Parker. Q. For stealing as I have said.

A. My lawyer told me not to answer.

The Court: I tell you to answer.

Counsel: He may answer the question, has he been convicted.

The Court: I am going to allow him to ask that question.

By the Court. Q. Were you arrested by Detective Roche.

A. No sir.

By Mr Parker Q. Were not you taken by Detective Roche to the office of the Attorney of Itjen & Pastorell, Mr Anthony Barrett in Court Street, a lawyer in Brooklyn, Mr Itjen's lawyer where you agreed to settle and compromise by paying back all the money you could.

Objected to. Objection overruled. Exception.

A. No sir.

Q. And did not you thereafter gomabout with Detective Roche

collecting money here and t ere for the purpose of making up that deficiency.

A. No sir.

Q. Did not you pay them about eight hundred or nine hundred dollars on that deficiency.

A. No sir.

Q. Were not you on account of that transaction expelled from the Masonic lodge to which you belonged, Jappa Lodge.

A. No sir, I never was.

Q. Do you know Mr. Reilly the secretary of Jappa Lodge.

A. Yes sir, I believe.

Q. Were not you expelled from that lodge.

A. No sir, I was expelled from no lodge.

Q. Were not you asked to resign on account of this transaction. A. Never, no sir.

Q. Now we will come down a little further -- in the fall of 1883 where were you employed.

A. I mentioned the houses I had employment with, it was in their employment. I was in Chicago in 1883.

Q. Say from December 1883 up to the time you entered Mr. Spero's employment, where were you employed.

A. I was not employed, I was out in Chicago, I had just come back, I lived in Capt. Ebersell's house, he is the Superintendent of Police there, he can state I was in Chicago a year and two or three or four months previous to going into Mr. Spero's employment.

Q. What were you doing in 1883, through that year.

A. I was in Chicago, a teacher of languages; I was in the coffee business when I was here in 1882, I was teacher of

57½

languages and translating and getting whatever work in translating I could to occupy the time and make money.

Q. In 1882 were you doing the same thing.

A. Yes sir, teaching.

Q. And in 1881 and 1880.

A. Always teaching everersince 1872.

Q. Do you recollect on the 28th day of July, 1888, calling on T.J.Cunningham a butcher in Brooklyn.

A. I recollect the man.

Q. Do you recollect passing off on him a worthless check on the Oriental Bank.

A It was not a worthless check, I gave him a check of one hundred dollars, I had funds at the time in the bank.

Q. Do you know that check was returned as worthless.

A. I was told afterwards, I can explain that easily.

Q. Now passing by these transactions of which you say you know nothing, it is an absolute blank, all these employments.

A. No, it is not a blank but these things are not true.

Q. All these alleged defalcations and forgeries, that is all false, is it.

A. Yes sir.

Q. Now coming down to the transaction when you came into Spero's employment.

By the Court. Q. When you went to Spero's as I under-stand you, you came in answer to an advertisement that you saw.

A. Yes sir.

Q. Did not you tell Mr Spero that you had been employed as a book-keeper in a coal yard, a coal firm.

A. No sir, I told him I was a teacher of languages.

52-84

Q. Only.

A. Yes sir.

by Mr Parker. Q. You say that you wrote this. (Showing a letter.)

A. Yes sir, I wrote that.

Q. You say that the name is torn off there.

A. Cut off or something.

Q. You are sure about that, are you.

A. Yes sir.

Q. There was a space down below.

A. There was another sheet, I don't remember, let me look at it and I will tell you it is all torn here.

Q. Look down below, the last words and see if there is anything torn off there, is not the side of the sheet.

A. That is not torn: there is another one under the second one; is there not two pages to a letter.

Q. If there was more room why did you double up the line.

A because that may have been added afterwards in reading it over.

Q. ?Is that the best explanation you can give of that.

A. That had been added afterwards.

Q. Don't you know you wrote that anonymously.

A. No sir.

Q. Did not you give it to your wife and give her that envelope

A. Yes sir, that is, I told her to send that letter, I did not write that anonymously, I signed that letter.

The Court adjourned.

Tuesday, January 29,1889.

By Mr Parker. Q. Now Mr Sambalino, referring to your alleged connection with Itjen &Pastorell yesterday which I questioned you about, ~~and~~ I called your attention to one or two circumstances which may refresh your memory, I think you stated you never were in the employ of such a firm and knew nothing of them, am I correct in that.

A. I answered that.

By the Court. Q. Answer his question, do you understand it.

A. Yes sir.

By Mr Parker. Q. Well now let me ask you, isn't it matter of fact that your mother gave a mortgage to indemnify that firm against your defalcations.

A. It has nothing to do with the case.

By the Court. Q. Answer the question.

A. NO.

By Mr Parker. Q. She did not, I show you the day book of Itjen & Pastorell, will you please look at that and tell me whether you did not keep that book, is that your writing all the way through.

A. No sir.

Q. It is not your writing.

A. No sir.

Q. Do you know that gentleman in the corner there, Mr Itjen.

By the Court. Q. Did you ever see him before.

A. No sir.

By Mr Parker. Q. Did not work for him.

A. No sir.

Q. Did not steal from him.

A. No sir.

Q. Do you know Mr Pastorell who was then his partner.

A. No sir.

By the Court. Q. Do you know that gentleman there. (Pointing to Mr Pastorell.)

A. No sir.

Q. Never saw him before.

A. No sir.

By Mr Parker. Q. Did not Mr Roscoe --- is he not one of your recommendors to the firm of Itjen & Pastorell.

A. No sir.

Q. Do you know him.

A. NO.

By the Court. Q. Did you ever see him.

A. No sir.

By Mr Parker. Q. Did notyou belong to the same masonic lodge with him. A. No sir.

Q. Was not Mr Wishman the other gentleman who recommended you to that firm.

A. No sir.

By the Court. Q. Do you know him.

A. No sir.

Q. Did you ever see him before.

A. No sir.

By Mr Parker. Q. Do you know P.J.Cunningham.

A. I admit that was the check, I said I would explain that.

Q. Is that the gentleman to whom the hundred dollar check was given.

A. I told you so, I could explain that.

By the Court. Q. Is that the man.

A. Yes sir.

By Mr Parker. Q. You know Mr Reilly the secretary of the masonic lodge you belonged to.

A. I know him.

Q. Tell me why you left that lodge, resigned.

Objected to.

A. I have my own reasons, I was not asked to go away.

Q. Were you not compelled to resign on account of your defalcations.

A. No sir.

Q. Mr VanBerg en -- do you know that gentleman.

A. No sir, I never saw him before.

Q. Is not that the gentleman you passed the forged check of Mr Dassori on.

A. No sir.

Q. Mr Gabriel R. Thompson-- do you know this gentleman.

A. No sir.

Q. The confidential clerk of Beham & Boyesen.

A. I never saw him before.

Q. Mr Boyesen -- do you know him.

A. No sir.

Q. You worked for Beham & Boyesen you told me.

A. No sir, I said I did not work, I never saw Mr Boyesen, I know Mr Benham, I saw Mr Benham occasionally, I never had any dealings with Mr Boyesen.

Q. You still deny the truth of the transactions about your taking money.

A. Yes sir, I did not say I was employed.

Counsel: I object.

By Mr Parker. Q. Do you deny that the transaction to which I alluded yesterday took place in the firm of Benham & Boyesen.

A. Yes sir.

Q. Mr Dassori, do you know him.

A. I did occasional correspondence for him.

Q. Do you still deny that Mr Dassori wrote you that letter when you asked for a recommendation.

A. Yes sir.

Q. Do you deny that you wrote a letter to him, asking for a recommendation.

A. Yes sir.

Q. Do you deny that that check of Segar Brothers was forged bynyou.

A. I never saw it, I saw it yesterday for the first time.

Q. You deny it still.

A. Yes sir.

Q. Now Mr Sambalino, are not you denying all these things because you know the rule of law prevents me from contradicting you on these collateral matters.

A. I never would know it.

Q. Did not you hear this gentleman (the counsel) say it yesterday.

A. No sir.

Q. These gentlemen (the Counsel) are honorable men so far as you know.

A. I could not claim -- this is a conspiracy from the beginning -- I do not know what is going on.

Q. There is no objection on your part to their testifying.

A. No objection tomit ; this has nothing to dowith the case. Why is the prosecution allowed to refer to a thing which has nothing todo with the case?

Q. Coming down to the time when you entered Mr Spero's employ,

that was on what date.

A. February 4th, I think.

Q. And with what recommendations if any did you come to Mr Spero.

A. That I was a teacher of languages.

Q. Any written recommendations from anybody.

A. No sir.

Q. Mr Sambalino, at what time did this arrangement commence with Mr Spero whereby you were to deposit in your bank for the purpose of defrauding his creditors.

A. I made no such arrangement.

Q. What was the arrangement that you made.

A. That he wanted those checks cashed, that was the excuse he was giving to satisfy me that I should deposit in the bank; it was in the early part of 1885.

Q. What were the excuses.

A. The excuses that he gave then -- it was to avoid the questions relating to the partnership with his mother that arose between them and afterwards when he was alone -- the questions that would arise in the bank in order that he should lay aside some money in case that he should have to fail.

Q. So that his creditors would not get hold of it -- now then when was that arrangement begun.

A. I guess in the time when he dissolved the partnership.

Q. And that was when according to your best recollection.

A. I think in 1887.

Q. And before that when you had deposited in your bank the checks received by him it was for the purpose of what.

A. Of covering the expenses that he had with customers.

5-8

Q. For what purpose did he do that.

A. Because his mother objected to paying half the expenses when he was getting one-third of the profits.

Q. Did not Spero subsequently tell you to pay all the expenses that he would not have any trouble with his mother.

A. Yes sir, having the checks cashed, having a separate cash book it amounted to the same thing.

Q. That was in the early part of 1885.

A. Yes sir.

Q. Where is that cash book and check book.

A. Mr Spero will produce it, Mr Spero has got it, I have not got it.

Q. Don't you think it is very important it should be here.

A. Very important, I have even told the lawyer yesterday that he should look through the books he had, I yesterday mentioned the fact that there was two cash books.

Q. What was this conversation he had with you as to the legal effect of an endorsement in this manner, he told you it was no forgery, didn't he.

A. Yes sir, he said ----

Q. Now just state that conversation in detail that he had with you then.

A. Well, that happened before that.

By the Court. Q. When did it happen, state the conversation.

A. That from the moment under the signature of his step-father he put his own name it was not a forgery.

By Mr Parker. Q. After he put his name.

A. Yes sir.

Q. Was there any talk about the checks that you endorsed and deposited in your bank.

A. The conversation was held at the time the checks were ---

Q. He told you that he was not committing forgery when he signed his own name.

A. That is the time he told me, the first conversation.

Q. You inferred from that if you signed your name under that it was not forgery.

A. No sir, afterwards we had further conversation, I objected to signing and he said, "it is all right, when you put your name under it it is not forgery, I know it is no forgery ."

Q. So you thought you were doing right all along.

A. Two-thirds of those checks are written in my own hand-writing, it is only those that got in the bank is different.

Q. Everything that you had cashed by people outside you wrote David Spero's name in your hand-writing.

A. In my own hand-writing.

Q. Whatever you deposited in your bank you had the signature of David Spero.

A. No sir, a little altered.

Q. Why did you discriminate between those.

A. Because by the orders of Mr Spero.

Q. You did not know that was forgery.

A. No sir, when I obey the orders of my employer.

Q. Did not you know you were committing crime in conspiring with him to defraud his creditors.

A. No sir, I did not conspire; afterwards ~~that~~ the thought came to me whether I would conspire, I was his employee, I had to obey his orders.

Q. You had to obey his orders no matter what the consequences would be.

A. Provided they were not criminal.

Q. Did you ever tell any of the creditors you were doing it.

A. No sir, they only asked me ----

By the Court. Q Did you tell them.

A. No sir.

By Mr Parker. Q. Do you know how many bank checks you deposited in the Oriental Bank.

A. No sir.

Q. Have you any idea.

A. No sir, going on four years or so, we looked over the accounts every week.

Q. It went on four years.

A. Yes sir.

Q. Do you know it went on only about two years and a half.

A. I do not know, sir, two years and a half then.

Q. Now then your Counsel yesterday spoke about his ability to produce a thousand checks deposited in your bank received by Mr Spero.

A. I said these being money transactions.

Q. Do you know where the thousand checks are that your Counsel spoke of yesterday he could produce deposited in your bank having been received by Mr Spero.

A. I do not remember the question yesterday.

By the Court. Q. Suppose you did say so do you know anything about those thousand checks.

A. He must have referred to checks I entered on the ledger.

Q. Do you know anything of those thousand checks.

A. That is a question I cannot answer because I do not understand it.

By Mr Parker. Q. You do not understand that.

A. No sir.

Q. Well, pass on to the next thing, where are the checks that you deposited in your bank or the checks that you drew on your bank.

A. Why, I had the checks that were deposited.

By the Court. Q. Did not you get your checks back.

A. Yes sir, I destroyed all the vouchers every time.

By Mr Parker. Q. Every one of them.

A. Yes sir.

Q. Except this.

A No sir, the book was not balanced then.

Q. Where is the rest of the book then.

A. There must be some checks yet left.

Q. There were many of those destroyed, a great many which you drew for Mr Spero's benefit.

A. Yes sir, a great many.

Q. Many of those that were destroyed came in 1888, the agreement was still going on, you were still acting on it, weren't you.

A. Yes sir.

Q. Show me among those of 1888 any deposited to Mr Spero, any there for Mr Spero, see how many there are there.

A. There is the $125 one that I drew to send the salesman on the road.

Q. Why do you look at the book.

A. Because I am in doubt, so that I may answer correctly, I will have to look them over again so as to be sure what I say. Those are not to his account. (Handing the District Attorney a number of checks.)

Q. Now here I have fourteen checks which you say were drawn

for Mr Spero's credit, they are all checks drawn to bearer are they not.

A. Yes sir.

Q. And none of them contained any endorsement except your own.

A. My own endorsement.

Q. Will you tell me how you distinguished the checks which were drawn for Mr Spero's benefit from those which were not.

A. ALL his were in roundnumbers, $750, $200 or $450, never anything less than a hundred.

Q. There is one which you have not included.

A. That is only ten dollars, I cannot consider those smaller ones, I said a hundred; those I give you are checks of four hundred and fifty and two hundred and fifty.

Q. You never gave him anything less than one hundred dollars.

A. He may have drawn some less than a hundred butnI did not put it in.

Q. Here is a check of $410 drawn to the order of bearer and endorsed by Thomas H. Reilly, do you know Thomas H. Reilly.

A. I do not know, I think I have heard the name, I do not know whether I know him.

Q. Did not you have Mr Reilly arrested sometime before your flight to Belgium.

A. I decline to have any explanation of that matter.

Q. You decline that.

A. Yes sir, I had him arrested, it is private business.

Q. Now do you know how much money of Spero's you deposited in your bank during the year 1888.

A. I do not, all I know is I drew about $3400 or $3500 out of the bank and that he got $3350. Very likely if those

checks are added they will make that amount.

Q. Don't you know that you deposited close on to $8000 of Spero's money in the bank d ring 1888.

A In 1888 I don't know; during the season he went away, he had only $1200 0 standing by his own books in his bank and $85000 were deposited!

Q. You do not know that you deposited $8000 of his money.

A. No sir.

Q. You gave him $3350.

A. Yes sir.

Q. Do you know how much money youmleft in your bank before you went to Europe.

A. I do not know what the balance was, very little, only a very small balance because I drew $155 something like that.

Q. When did you draw $155.

A I do not know that.

By the Court. Q. How soon before you left.

A. I could not exactly state the amount.

Q. How long before you left.

A. A week or so.

Q. You left in July, didn't you.

A. Yes sir.

By Mr Parker. Q. Here is the end of your account, you can reckon from that. (Showing a paper.) You left only $4.10 when you went away.

A. There are two checks on the 12th and 13th, that makes $155.

Q. You drew two checks which aggregated about $155, is that what you mean.

A. Yes sir.

Q. Not that you drew a $155 check.

64

A. No.

Q. You only left $4.10 when you went away.

A. Yes sir.

Q. If you deposited $8000 as I have said of Mr Spero's money in the year 1888 and only gave him $3353 what became of the rest.

A. In 1888 up till the 21st of May I gave Mr Spero every other day money from the bank, just cashed it, I never left any balance, he got the money all the time, what amount of money he got up to May 21, I do not know; I did not deposit in my bank over $3500 from May 25th up to the day of his return; that statement will show that I did not deposit over $3500 or so and he got $3350 of it up to May.

Q. That statement will show that.

A. Yes sir, that statement will show that certainly, there it is, I have not seen that statement until now.

Q. Suppose I produce vouchers showing that during 1888 you deposited in your bank Spero's checks to the amount of $8000.

A. I want you to prove from May 25, 1888 up to July.

Q. When was your book balanced at your bank.

A. I do not know. In 1888 up to May 25th he got the money every other day.

Q. When did you get your vouchers last from the bank.

A. I do not remember when I got the vouchers last, some time before going I suppose.

Q. These identical vouchers you never saw until you came back here, did you, from Belgium.

A. No sir.

Q. Who gave those to you.

A. I sent word to my bank for the vouchers I had there.

Q. And all vouchers before that are destroyed.

A. I always destroyed all the vouchers.

Q. Let me ask you about this one voucher of $310.38, Defendant's Exhibit, May 31st, endorsed in your hand-writing for deposit David Spero per A, is not there a check over one hundred dollars drawn in the regular figures, not naughts, for Mr. Spero.

A. Yes, but that happened to be on one that Spero ordered that the money should be deposited in his bank because he was suspicious that something would be talked about it and I drew out a check for the exact corresponding amount of the check that was deposited in my bank and put it to his credit. There is here the amount that went into his bank; if that had not happened I could not prove anything to-day.

Q. But now you can prove something.

A. Yes sir.

Q. By the time you drew this check you had already deposited the check in your bank to your own credit.

A. Yes sir.

Q. You were present at the time Stern asked Spero if he had not got that check and he said no.

A. Yes sir.

Q. Isn't it matter of fact that as soon as you heard Spero say that he had not got that check Stern said, "it is very strange" that you were frightened about that and you knew that you had better get that check into Spero's bank book right away.

A. No sir, I would have stopped payment and sent a duplicate and nobody would be the wiser.

66 Q. Did you ever do that before.

A. Why should you ask me that question? I have thought it over, I thought that that would be delivered up to him.

By the Court. Q. Have you ever done that before.

A. No sir.

By Mr. Parker. Q. Now Mr. Sambolino. for what purpose did Spero tell you to do that, do you know.

A. Because in case that he should have to fail then Mr. Stern having gone around to the customers and spoken to everybody, itwould be natural that they would look over the cash book and check book and if only one section of the cash book was shown and this check of Stern not seen they would look over his account and naturally they would infer that there was something wrong; and he should offer a settlement and they would accept it and there would be no inquiry.

Q. How would this help him out, your depositing a check to his account.

A. Because it would show on thenfirst section of the cash and check book that that money had been deposited by David Spero, it would be found.

Q. Would not they haveasked for the vouchers.

A. Creditors do not see vouchers, they look at the cash book and check book; it would be entered only as Stern & Mann.

Q. You would go and put into the cash book an entry.

A. Yes sir, certainly.

Q. And yet you knew there was nothing criminal in that.

A. There was nothing criminal in doing that.

Q. Now when was it that Mr. Spero's bad season commenced, the bad season that you spoke about.

A. Following that spring.

Q. The very first one that was bad that induced him to want to fail and defraud his creditors.

A. He had it the first year right away when I was with him in 1884.

Q. Did he proposeright away to you.

A. No sir.

Q. I mean the first season that induced him to make that understanding with you.

A. The understanding I guess that was in 1887.

Q. The spring of 1887.

A. Yes sir.

Q. And it kept right up to 1888.

A. Yes sir.

Q. Do you know what kind of a season has come about since the fall, of 1888.

A. No sir.

Q. Don't you know he is a great deal more prosperous since you left him.

A. No, I do not.

Q. Now Mr. Sambalino, about this letter from which you say the signature has been torn off.

A. The page has been torn off.

Q. From which you say a page has been torn off, will you please tell me what you mean in the beginning of that letter by speaking about a rat cornered without a loop hole for escape.

A. Certainly I will; I having all my books and papers burned and the second section of the cash book, never thought of this check that I deposited, I thought I had no proof.

Q. This is a sort of god-send to you.

A. Yes sir, so it is; if I thought of it I would not have gon over to Belgium; that one check would have held me back as proof that that man had received the money. I said, thinking naturally that I was without proof or anything and that very likely it was the little house that my wife had that he was after, I never thought that he was trying to convict me in order to get the bank to make good the money. You know I have nothing written, the book burned and you are trying to corner me. Doubtless in the other pages I went into details; there is another page that has been torn off.

Q. There was more writing over on the other side, which side was there more written on.

A. It was a double sheet.

Q. Where was the sheet, attached to that. (Showing a letter)

A. Right here. (Pointing to the letter.)

Q. Is not that communication in there complete as it stands.

A. No sir.

Q. What was there on the other page.

A. Why is this torn, where is it?

Q. Was there anything written below.

A. No, there was nothing written below; there was a page where I went into the details.

By the Court. Q. You continued the writing on that page, is that what you mean.

A. Yes sir, it was addressed to him.

By Mr. Parker. Q. You considered you were a rat cornered without a loop-hole to escape.

A. Yes sir, when I had my books burned.

Q. What were you afraid he was going to do.

A. I thought he wanted to go for my house.

By the Court. Q. How was your going to run away to stop him getting at your house.

A. I thought he would not dare to do anything further; if I had would I be here three weeks after the fire?

Q. Why did you think he would not dare to go any further.

A. I knew conscientiously he could not do anything against me.

By Mr. Parker. Q. How were you a rat cornered.

A. Because he sent Commissioner Nevins to my house and said he was going to prosecute me for forgery, he had proof.

Q. You were not afraid to be prosecuted for forgery.

A. I was afraid he could prove, I having no proofs, I was afraid that he was trying to bulldoze me and get the house.

Q. Were you afraid of being prosecuted for forgery.

A. I thought he could prove it if I did not find anything against him, I knew it was not a forgery.

By the Court. Q. Answer that question, were you afraid he was going to prosecute you for forgery, answer that yes or no.

A. Certainly when I left I was afraid. I was satisfied it was not forgery, I knew it was no forgery.

Q. Were you afraid to stand prosecution for forgery.

A. Yes, because the proofs had been burned, I had no proofs.

Q. Is that the best explanation you can make of your reason for flight.

A. Yes sir.

Q. At the time when he left for Europe you made him up this book, Stern & Mann's account had been paid.

A. It had been paid; he told me to put it in that book for the simple reason that the balance sheet should appear

accordingly and I wrote him a letter when I deposited that money; it was written him accordingly.

Q. Was not this made up for his own private use to inform him personally what he could collect.

A. That was a copy of the balance book.

By the Court. Q. Was that little book made up by you.

A. Yes sir.

Q. What was that little book made up for by you, for what purpose.

A. It was an exact copy of the balance sheet that represented his outstanding accounts which was liable to be sent by his creditors any time.

Q. Was not that given to him for the purpose of informing him what amounts were outstanding and due to him up to that time.

A. Yes sir, but there was accounts there that he knew ----

By Mr. Parker. Q. And that being so why then did he enter that account as being not paid, the account of Stern & Mann.

A. Because that balance sheet was made just two days after that happened and he said, "never mind, don't put it as paid, put it then afterwards when you deposit, becuase the money was not deposited yet, I had not got credit from the bank and consequently I could not put my own check in there.

Q. Was thatyour custom till you had the check in hand.

A. If it went through my bank, yes sir.

Q. Do you know why Spero wanted you to disguise his signature upon the checks deposited in your bank.

A. Yes, he told me.

Q. Why.

A. Because he was afraid that the bank might suspect he was

doing a cash business and doing no business outside, consequently they would object to it, I should disguise the hand-writing; I offered him that he should sign it and I should sign it underneath. He said that would be all right, "the main collections come whilst I am in Europe," consequently he says, "this is better, the hand-writing will be all the same."

Q. Would not the bank still know you were doing a cash business.

A. Not if it was drawn in two or three different amounts. That was all in one conversation.

Q. Is that the best explanation you can make of that.

A. Yes sir, that is the only explanation.

Q. You say that your salary was raised several times and no account was given of it in the books.

A. Yes sir.

Q. You say it was for the purpose of deceiving the creditors in the case of failure.

A. Yes sir.

Q. How would that help Mr. Spero, would it not be better for him to show that he paid out money legitimately.

A. No, it would show him to have a book-keeper paid an extravagant salary when he was taking such a small salary; two years previously he was living at the rate of sixty or eighty dollars a week in partnership while he was showing that he was only living at the rate of twenty-five dollars a week; he did not want it to appear that he was paying such hired help -- that is the explanation he gave me.

By the Court. Q. What wages were you getting then.

A. Thirty dollars a week, it appeared only twenty dollars in

the books.

By Mr. Parker. Q. Coming down to the time when Sporo came back which was the 9th of July, you met him down at the pier didn't you.

A. Yes sir.

Q. You had that interview with him next morning in the store where you told about the books being burned.

A. Yes sir.

Q. Will you tell me about that interview.

A. I told him naturally that I was very sorry.

Q. Tell me the interview and the conversation.

A. I cannot remember word by word, I merely informed him that the fire had happened and that I was very sorry.

Q. Did you tell him that all the books except one had been burned.

A. They were all small books, I said all except two books.

Q. And what ones were they.

A. The sales book and the balance sheet book.

Q. When did you bring those to the office.

A. The next morning.

Q. The balance sheet book you say.

A. Yes sir.

Q. Now did you tell him how and when that fire had taken place.

A. I did not how, what I supposed how and when.

Q. Will you please describe to me that chain of cause and effect which you think gave rise to the fire about the bottle of brandy, I do not remember that.

A. I related it yesterday.

By the C ourt. Q. Tell it over again, how do you account for the fire, that is what he wants to get at.

A. That is only a supposition on my side.

Q. We want your supposition, how do you account for it.

A. That I was smoking a short butt or a match with which I lit the cigar, one of the two. I don't know which must have dropped on the paper which was lying on the floor in which the books had been wrapped. Now this must have set fire to that paper; that is my explanation only that I can say because the paper was all burned and the paper naturally set fire to the tablecloth and the heat must have bursted the bottle that was on the table; there was nothing left of the bottle only the glass.

By Mr. Parker. Q. And then the brandy caught fire.

A. I suppose so.

Q. First, the match or butt, then the papers were set on fire and then the papers set fire to the cloth and the cloth to the brandy and the brandy to the books, is that the idea.

A. I was not there, I suppose so, that is the best I can tell.

Q. Had you been drinking brandy that night.

A. I always drink a little, I never have been drunk in my life.

Q. You took a little brandy that night.

A. Yes sir.

Q. When you went to bed you left the cigar butt down on the floor.

A. I do not remember, I may have thrown it down because I had been smoking that night seven or eight cigars, I am an inveterate smoker.

By the Court. Q. You would not drop it on the carpet.

A. I would not, I had a cuspadore near by, I supposed I had thrown it in the cuspador.

By Mr. Parker. Q. Where were the papers.

A. Right on the floor under the table.

Q. Were those books piled one on top of the other.

A. No sir.

Q. You went to bed half past eleven and got up half past two.

A. Yes sir.

Q. And these books were not wholly consumed.

A. All, except the ledger which was about three-quarters consumed and the sales book and balance book.

Q. All except those three.

A. Yes sir.

Q. If a match had been set fire to it would have been burning three hours.

A. Yes sir, it would be a big fire if I had not had the precaution to close everything -- everything was closed hermetically, otherwise it would be a big fire.

By the Court. Q. Did you make a claim against the insurance company.

A. Yes sir.

Q. Did you reduce that claim to writing.

A. I should not wonder that I did.

Q. You know whether you did or not.

A. I wrote them to come over and look at the fire.

Q. Did you reduce your claim to writing.

A. Do you mean the amount? I do not understand the question, I wrote them to come.

Q. Did not you make out for your lawyer a proof of that loss.

A. No sir, they came over to look at the fire and estimated,

I asked a hundred dollars and they offered seventy-five. The only letter written was when they came over to look at it.

By Mr. Parker. Q . That is all.

A. That is all.

Q. Your wife woke you up at half past two,o'clock.

A. Yes sir.

Q. For three hours you had been in bed.

A. About, I should not wonder.

Q. As matter of fact did not your wife come down and say, "Adolph, what are you doing at that fire-place?"

A. No sir.

Q. If she says that it is not true.

A. It is not true.

Q. Well now you told Spero all this and thereupon it was at your suggestion as I understand, Spero wrote to his different customers asking for a statement of the account.

A. Yes sir.

Q. Your Counsel stated that you did that at Spero's direction, which was right.

A. I said when he saw I could not get the books, I could not remember which accounts were paid and which not, I could remember only a few; he said at that time he had a list of some of them but did not have them all, consequently we could not say which was paid; I said to him the only way was to write to all the customers to send a statement and we would know by the answer whether they had paid or not. He did not care about that because he did not care about losing their trade.

Q. You went to see Mrs. Chhan in obedience to his directions.

76

A. No sir.

Q. Did not you tell him so.

A. No sir.

By the Court. Q. Did not you start over there.

A. No sir.

Q. Did not he ask you to go over and see Mrs. Cohen.

A. I could not remember whether he asked me or not, I know I went over twice.

Q. Did he ask you to go over and see about Mrs. Cohen's account.

A. No sir, I think not.

Q. I want you to say yes or no.

A. I do not remember.

Q. He said that he did, he told you Thursday to go over and inquire of Mrs. Cohen about that account not being paid and you went away for the purpose of going over so far as he understood and you did not turn up again that day.

A. No sir, I remember all the circumstances, where I went over to take a Turkish Bath, having a cold, and he said, "whilst you are there if you have time drop in and see some of the customers."

Q. Did he say drop in on Mrs. Cohen.

A. No sir, there was no specified name.

Q. Did you go to Libemann Bros. & Owing or to Mrs. Cohen.

A. No sir.

Q. Did you tell him in any conversation that Liebmann and Mrs. Cohen had not paid.

AL No sir.

Q. Did you tell him that Liebmann & Owings had not paid because their book-keeper was on a vacation.

A. I never did.

Q. That is false.

A. Yes sir.

Q. When you left New York where did you go to first.

A. Baltimore.

Q. You started to Baltimore.

A. Yes sir.

Q. And who did you stay with there.

A. I do not remmber the name.

Q. What did you go to Baltimore for any particular reason.

By the Court. Q. Did you go to a hotel.

A. I went to a private boarding house.

Q. What street.

A. I do not remember the street, I was not acquainted.

Q. How did you find the place.

A. I went to the first place I found.

Q. Did it have a sign on it.

A. Yes sir.

Q. What was th e sign.

A. Boarding house.

Q. You do not know what street.

A. No sir.

By Mr. Parker. Q. How long were you in Baltimore.

A. About avfew days.

By the Court. Q. Did you write to your wife when you got there.

A. Yes sir, I think I did.

Q. Well, did not you give the street and number of the house.

A. I guess I did.

Q. What was it.

A. I do not know it, if the letter is here it should be

produced, whatever it is I will answer it, I do not remember it.

Q. Did you write to her more than once in that boarding house.

A. Yes sir, I may have written two or three letters, only one address though.

Q. Did you get any letter from her to that address.

A. I did.

Q. Well now tell that jury what that address was.

A. I do not know the address, I do not remember it.

Q. You do not even know the street.

A. No sir not even the street.

By Mr. Parker. Q. You recollect clearly that you only put the address onone letter.

A. That is natural that I would do that.

By the Court. Q. What name did you write.

A. John E. Tracy.

Q. You told the proprietor of that house that your name was Tracy.

A. Yes sir.

Q. Was that a man or a woman.

A. It is a lady.

QL What was her name.

A. I do not remember the name. What object should I have to disguise it, I don't remenber it.

Q. What was her name.

A. I do not remember it, I stayed only ----

Q. What kind of a house was it.

A. A nice private house.

Q. How many stories.

A. Two or three stories.

Q. Well now, which was it, two or three.

A. I think two and a half, two and a garret.

Counsel: We object to all this as being immaterial.

The Court: Yes.

By Mr. Parker. Q. Where did you go after you left Baltimore.

A. I went to Antwerp. Belgium.

By the Court. Q. What vessel.

A. I will tell you right away, City of Guttenburg.

By Mr. Parker. Q. And did not you go to Philadelphia and from Philadelphia took the steamer.

A. No sir, before going to Baltimore I was in Philadelphia.

Q. How long were you in Philadelphia.

A. Not half a day.

Q. Where did you stop there if any place.

A. I do not remember.

Q. Did you eat there.

A. I guess I did, somewhere in North 8th Street.

Q. You had your little boy with you, didn't you.

A. Yes sir.

Q. Now what time did you get to Antwerp.

A. Somewhere in thelatter part of August, I do not remember, I answered that yesterday.

Q. You shipped as John E. Tracy.

A. Yes sir.

Q. What was your boy's name on the steamer.

A. Eugene.

Q. Eugene Sambalino, his right name.

A. Yes sir.

Q. Where did you go when you got to Antwerp.

A. I walked about three or four hours till I found a place

that suited me, No. 9 Rue Langenet, that means New Street.

Q. Did you stay there until you were caught by Detective Heidleberg always under the name of John E. Tracy.

A. Yes sir.

Q. Representing yourself as an American.

A. I was going to settle in London, John E. Tracy of Brooklyn; I wrote a letter from Baltimore that I was leaving, I had only four dollars in my pocket for Eugene and myself after the passage was paid. My wife sent me fifty dollars, she sacrificed the house that I should have it in the Post Office and there I found it.

Q. She sent you money from time to time while you were there.

A. Yes sir.

Q. That is the only way you lived.

A. Yes sir.

Q. Did you write to her while you were in Antwerp.

A. Yes sir.

By the Court. Q. Where did you direct your letter to your wife.

A. Care of her mother.

Q. Where.

A. Her mother moved to different places.

By Mr. Parker. Q. Where did you write to her, don't you understand the question.

A. I understand the question; one was No. 125 Navy Street, I think it was.

Q. What is her mother's name.

A. Catherine Casey, it is immaterial.

Q. Where is the other place you wrote to her mother.

A. I think in Tillary Street, I do not remember the number.

Q. Did you send for your wife to come over and see you.

A. Yes sir.

Q. When did she come.

A. Just when Heidleberg came, I do not remember the date.

Q. You do not recollect the date.

A. No.

Q. You knew when she was coming, didn't you.

A. No, because she did not let me know what steamer she was coming on, Sergeant Heidleberg came there with her.

Q. Where were you, in Langenet Street.

A. New Street in English.

Q. The same number as before.

A. Yes sir.

Q. Will you please state to me the circumstances under which Heidleberg arrested you and where.

A. Well do you want from the time my wife ------

Q. From the time he first came in your presence and arrested you, where was that, in your room or where.

A. Down in the bar-room, I descended from my room, went down stairs in the bar-room to get a little brandy for my wife. There was a Belgium detective there, he came up and asked my name -- not asked my name, asked the lady if there was any boarders in the house and the lady said, "yes and amongst others this gentleman", pointing to me; naturally I turned around.

Q. What name did you give.

A. John E. Tracy.

Q. And then Sergeant Heidleberg called you Sambalino, didn't he.

A. No, the man said, "John E. Tracy, you are the man we want,

come out"; and calling the American detective, Heidleberg came in. I never had seen him before, Heidleberg addressed me, "how do you do , Sambalino?" I said, "I guess you are mistaken, I do not know you"; that was all the conversation.

Q. Did not you say "I am John E. Tracy."

A. No sir.

Q. Do you recollect your wife and yourself asking how much you could get if you were convicted.

A. That is laughable.

Q. You did not say that in his presence.

A. I did not.

Q. Nor your wife did not.

A. I do not know about my wife.

Q. Do you recollect any conversation, on the steamer with him

A. No sir, I never had a conversation.

Q. That is false if Heidleberg says so.

A. Yes sir.

Q. It is false as to the conversation had in Belgium.

A. ~~I stated what part~~ Yes, except that I asked him whether if I could prove that David Spero had received money in some instances if that would not be evidence in my favor? That was in the prison in Antwerp, that is all.

Q. You were confined in prison by the Belgium authorities.

A. Yes sir.

Q. For living under an assumed name.

A. No, by request of the American Consul, detained for extradition.

Q. Were not you confined in the prison there for eight or ten days for living under an assumed name.

A. Yes sir, I was sentenced ------

Q. Why did you evade it.

A. I did not evade it, they told me that did not amount to anything -- they would not do it unless for the extradition papers; it was the first American case and they did not understand it.

By the Court. Q. When you discovered the fire did the fire department come.

A. No sir, I rung up the District Alarm Messenger bell, I think one or two regular officers, two or three altogether came.

Q. From the District Messenger Company.

A. Yes sir, one or two from the District Messenger and one from the regular beat.

Q. What do you mean by the regular beat.

AL The regular police force.

Q. One police officer and three messengers.

A. Yes, or two officers and one messenger, I don't know which.

Q. And they put the fire out.

A. No sir.

Q. Who put it out.

A. They came and we had it under control.

Q. Who had it under control.

A. My wife and myself.

Q. And the servant.

A. The servant was good to run only.

Q. She ran away and got a pail of water, didn't she.

A. Yes sir, water.

Q. And a dish to put the ledger in.

A. A dish pan after we had thrown water and put out the fire.

Q. Where is that girl now.

A. I do not know.

Q. When did you see her last.

A. Before I left I guess.

Q. I supposed before you left, when.

A. I should think July 27; I do not know her last name, I neverknew any of the girls and did not bother about it.

By Counsel. Q. I have in my hand fifteen checks drawn to bearer, they are all in 1888 between the 21st day of May and the 13th day of July, who are those checks drawn to.

A. All to bearer; that is part of the checks that constitues the amount that was given to Mr. Spero at his return.

By Mr. Parker. Q. Are you sure about that.

A. I looked at them a little while ago, if those are the same

Q. There are all but two.

A. Why are those two kept out.

By Counsel. Q. These amount to $3260, do you say they were drawn in favor of Spero.

A. For him yes sir.

Q. That amount for his benefit.

A. Yes sir.

Q. In those two months while he was in Europe.

A. Yes sir.

Q. Now look at this, your pass-book in the Oriental Bank, refer to the check of Stern & Mann deposited for collection.

A. Well, there it is 31338 deposited Stern & mann in the bank for collection.

Q. That is what it reads, does it not in your book.

A. Yes sir, it is not credited to my account there, it is entered for collection.

By the Court. Q. Turn over and see if it was paid on May 21st.

A. Paid May 21st, they got credit for that in the bank May 21

Q. Who got credit.

A. The bank that means.

Q. But you got credit for it.

A. Consequently I naturally -----

Q. The bank got debit for it.

A. The Oriental Bank got credit for it, by the Bank, Stern & Mann till then it could not be drawn upon; that is what that signifies.

Q. What you have got here is your pass-book.

A. Yes sir.

Q. Now then you brought here on the 16th of May I should judge from the date of the entry, a check of Stern & Mann for $310.3 8 and right over that are the words, "paid May 21st".

A. That mean that up till that day I could not draw on it but since May 21st I was credited with it.

Q. That means it was paid May 21st.

A. Not paid to me, to the Bank.

Q. You got credit for it and the Bank got debited with it.

A. Yes sir, but the bank did not get debited with it until I drew it.

The Court: Let the Jury see that; there is a line drawn through the note.

By Counsel. Q. Who was that line drawn by, by the bank or by yourself.

A. By the bank.

86

Q. This aggregate of $3260, that is what you paid to Mr. Spero when he reutrned from Europe.

A. Yes sir, there are some other checks very likely, I cannot remember.

Q. During the six weeks -- I have in my hand nineteen other checks drawn for your private expenses.

A. Yes sir.

The Court: What is the aggregate of them.

Counsel: I have not figured them up. These were made to different persons.

Witness: For private affairs.

By Counsel. Q. Who is Mrs. Vieano, do you remember that check of $63, what that was for.

A. I think that is the dress-making season of my wife because my wife gave me every week what she was saving and I deposited it in the bank; I had even to pay her installment on the house, I deposited her money in my savings, lessons and everything.

Q. Here is another, William Berri & Sons.

A. Those are all private.

By Mr. Parker. Q. We do not dispute, they are all private.

A. What is the necessity of going into it?

Q. How much did you make in 1888 from teaching pupils.

A. I cannot tell how much I make because it depends on seasons.

Q. How much did youmake, didn't you keep an account.

A. About thirty-five or forty dollars a week.

Q. Besides that you had thirty-five dollars from Spero which was seventy-five dollars a week.

A. Yes sir.

Q. You say that Spero kept no account of the thirty-five dollars a week.

A. Yes sir.

Q. How much do the books show.

A. Twenty dollars.

Q. You were gettin g fifteen dollars a week from him and there was no account of it.

A. Yes sir.

Q. That is how you explain these large expenses, it is from these monies you defrayed your private expenses.

A. No, no, from my lessons.

Q. From the whole/ everything.

A. Yes sir.

Q. What did Mr. Spero do with the money that he got from your bank on these checks.

A. I do not know.

Q. Who got that money for him from the bank.

A. I sent and got it.

Q. In cash always.

A. Cash always and handed it to him.

Q. You gave it to him.

A. Yes sir.

Q. And he never endorsed his name on the back of those checks.

A. No sir.

Q. Why was it necessary for you to endorse it to bearer when you had it drawn to bearer.

A. If I had sent anybody down that they should be identified and pay it, that is all, especially if I sent a boy the bank would not pay a large amount without identifying the person, that makes it sure. Sometimes I endorsed it on the bank, A. Sambalino. Suppose I dropped a check , anybody could go and get it.

Q. Youndo not know whether Spero kept any bank account in which he deposited that money.

A. No sir.

Q. You know nothing about that.

A. No sir.

Q. There are two of those checks, one is drawn for seventy-five dollars and the other is drawn -----

A. One of seventy-five dollars I said I am in doubt about but the twenty-five dollars I know ----

Q. You will modify your answer to your Counsel that all these were drawn for Spero's benefit.

A. That of seventy-five dollars I could not tell but I am positive on June 9, I would have no business to draw seventy-five dollars for my account.

Counsel: We desire these checks to be put in evidence with the privilege of showing them to the jury.

The Court: Yes, put them all in; of course the Jury have a right to see them.

Counsel: I put in evidence fifteen checks amounting to $3260 and twenty-one checks the gross amount is $1456.11.

Witness: Amongst those fourteen there is some that I am in doubt about to bearer, whether they are for Spero's account or not, consequently I leave them amongst mine.

Q. But you are sure of those checks in large numbers.

A. those I am sure of.

The Court: I understand that the fifteen checks that you claim amount to $3260 represent monies that were paid out for the benefit of Spero and the twenty-one checks amounting to $1456.11 for monies paid out for his own private use.

Counsel: Yes, he says however there may be two checks out of the

twenty-one drawn to bearer that belong to Spero, he is in doubt he says. about that.

Q. Have you ever been convicted of crime.

A. No sir.

The Court: Does the Defendant rest?

Counsel: We rest.

David Spero recalled by Mr. Parker.

Mr. Spero, from 1884 in February, the time of the entrance of the Defendant into your employ down to the time of his flight, what was your financial condition? Solvent. Were you at any time during that period upon the verge of bankrupcy or insolvency? No sir. What sort of a season was the season of 1887, the Spring and Fall for your business? In 1887 it was fair, the Spring of 1888 was fair and the fall was immense. During all that time were you embarrassed in your business? No sir. What was the amount of your capital in that business during that time? From ten to twelve thousand dollars. The profits in the flower and feather business proportionate to the capital comparing that with other business is large or small? Large. Did you ever make any agreement or have any understanding with Sambalino such as he has detailed upon the stand for the purpose of stealing from your creditors in case of failure? No sir. Did you ever contemplate a failure remotely or approximately? No sir. As to this threatening letter, did you ever tear the signature off that or any part off that, is that ~~your~~ the letter? It is the original letter just as I got it, I showed it to Mr. Heidleberg as soon as I got it, I was opening the mail and showed it to him.

Cross Examined. Have you had any commercial rating in this city for the last three years? I do not know, sir. Don't you know that you never had any commercial rating at all? No, I do not. Isn't it a fact that Bradstreet & Dunn give you no rating at all? I do not know. Did you have any profits in 1884? I can tell

by my books, I don't know what they show, I did not look them over, I might have had some failures, yes, I did have some failures, I might have held my own. I have never failed. If your capital was only ten thousand dollars, how could you loose eighteen thousand dollars and not go under? The man took all my profits that I made, I was working for the living which he took, I said I did not make any profit in 1884. You claim through your lawyer that you lost between sixteen and twenty thousand dollars and you never knew anything about it? Not till after I got back from Europe. That was the first time you knew anything about it? Yes sir. You engaged Counsel to sue the bank for about twenty thousand dollars? I have not engaged Counsel to sue anybody, Mr. Harwitz is my counsel.

Charles Heidleburg recalled.

Were you present when Mr. Spero opened a letter containing that anonymous communication? Yes, he was opening his mail in his little room, I was standing outside talking to a Southern customer, he handed me the envelope and letter just as he received it. I was going to show it to Inspector Byrnes and he would not let me, he said, "no, I will keep that for proof." Sambalino's wife acknowledged to me that he wrote it. Mr. Spero said that he would keep that letter for evidence, to show what a malicious thief Sambalino was.

The Jury rendered a verdict of guilty.

Testimony in the
Case of
Adolph Sambalino

filed August
1888 1888

E 0 1 1

State of New York.

The People of the State of New York

against

Adolph Sambalino.

City and County of New York ss.

The deposition of David Spero, residing at No. 129 East 81st Street and carrying on business at No. 608 Broadway in the said city of New York, manufacturer of artificial flowers, taken before the Hon. Frederick Smyth, Recorder of the City of New York and a Magistrate and officer having powers to issue a warrant for the arrest of a person charged with crime the 4th day of October in the year of our Lord one thousand eight hundred and eighty-eight, who being duly sworn deposes and says as follows:

For about the period of five years and a half up to about the 23d day of July, 1888, I had in my employ as a book-keeper the above named Adolph Sambalino.

From about the 25th day of May until the 9th day of July, 1888, I was absent in Europe, and I had authorized him during my said absence in addition to the dischargeof his usual duties as such book-keeper to take and receive from the mails all letters appertaining to my business and whenever enclosures of checks or drafts were so received to place upon the back thereof an endorsement by a rubber stamp to the effect that the

same were to be deposited to my credit in the German Exchange Bank, where I then and yet keep an account. He was never at any time authorized to endorse my name for any purpose whatever except as above stated. On the 10th day of July, 1888, one Samuel Cohen of 145 Myrtle Avenue in the City of Brooklyn in Kings County in this State was indebted to me in the sum of one hundred and twenty-one dollars and sixty cents for good sold and delivered. As I am informed by the said Samuel Cohen he on the said 10th day of June 1888 in payment of his said indebtedness caused a certain bank check a copy of which is set forth in the foregoing information to be made and signed and to be enclosed in an envelope and addressed to me at my said place of business. Thereafter and on or about the 15th day of July, 1888, I called upon the said Samuel Cohen to inquire whether he had paid the said money so owing by him, I having reason to suspect that the said Sambalino had been stealing from me during my absence various sums of money. I was then informed by the said Samuel Cohen of the fact of such payment and he produced at my request and delivered to me the said bank check bearing upon the back thereof the endorsement so set forth in the said information together with the endorsement of A. Sambalino in his handwriting and also a certain stamped impression as follows:

FORTY
4 Jun. 12 1888 9
NINE

1106

District Attorney's Office,
City & County of
New York.

Mr Sparko.

To be filed with Sambalino papers

1107

N.Y. Dec 14th/88

Hon J. Martine
Court of General Sessions Par I

I was committed by Recorder Smith and my trial was for Dec 6th
On Dec 3d after enquiring whom to address, as I was told the Recorder was off for this term they told me Judge Cowing, which I did.
Since then I have been told, that my case will come before you as Asst Dist. Att. Parker had charge for the prosecution of my case
I therefor would request of you to appoint a Lawyer for me, not having the means to procure one.
My case, as I wrote Judge Cowing requires a man of great persificacity as it is the unmasking of a well laid plot to try and convict me and thus compel the Chemical Bank to make good a large amt of money which would place D. Overo on a good footing again, though he was on the verge of failing all of which I shall prove, at my trial,

1108

I had already engaged Wm H Buttner who appears as my counsel, but as I was unable to get together the amount necessary, and as my wife has only about $100- with which to pass the winter with my boy, I declined his services, not wishing to starve my son-

I am positive you wish to see justice triumph and expose a conspiracy which would deprive me of liberty, honor not only mine but my son's which thereby would be affected, therefor I would kindly ask of you to interest yourself in my behalf and appoint competent attorney.

My statement and defense are ready so that Lawyer appointed could acquaint himself with my case and be ready for whenever my trial is set.

Resp

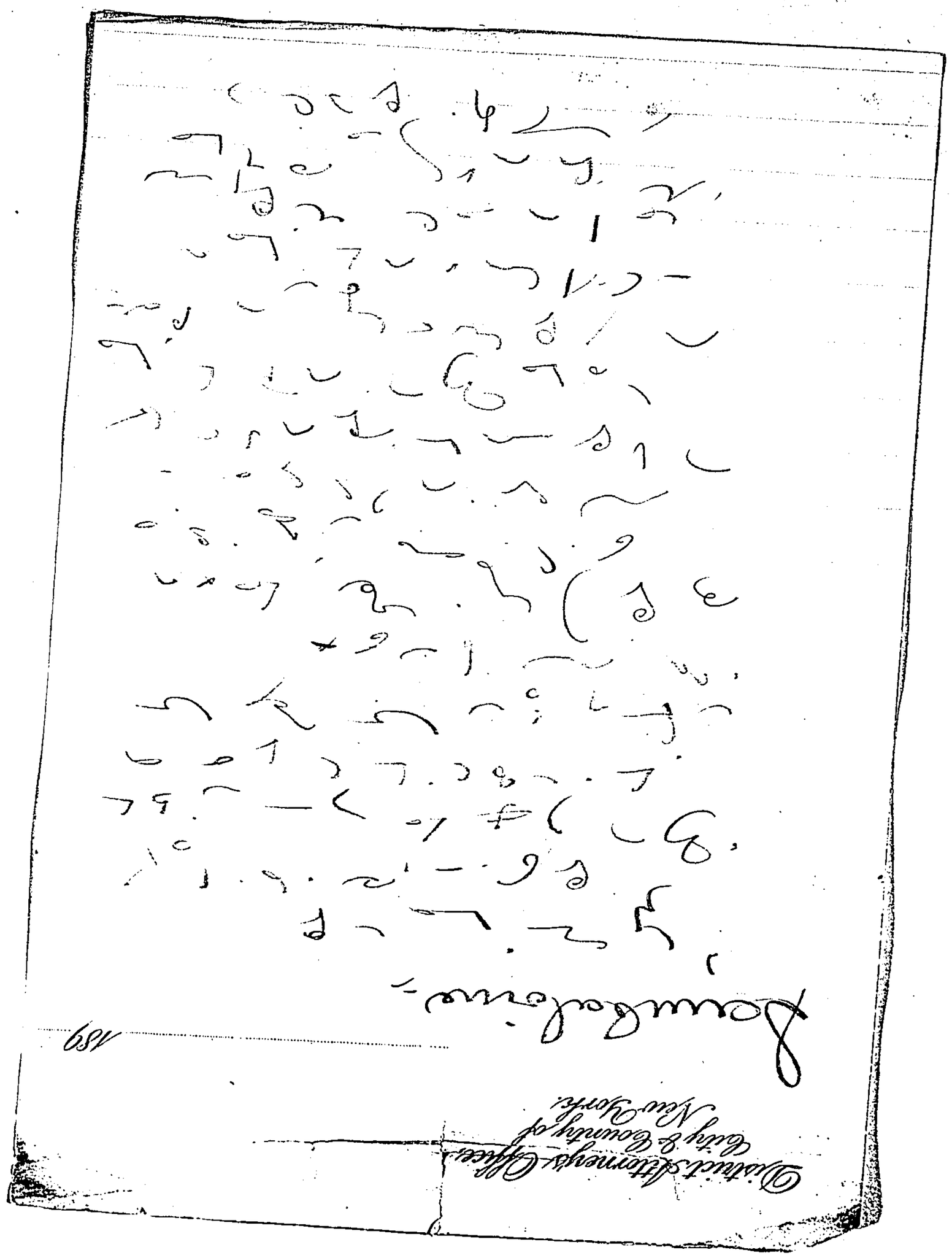
A. Sambalino

Accused of Forgery 2nd degree
by David Shero

Tombs Prison
Cell 39

1109

The People
vs
Sambalino
Forgery



1877

Summer of 1877 – employed by Benham & Boyesen, shipping house, of 21 Bridge St, as Italian correspondent — was intrusted by sea-captains who dealt with them with moneys to buy drafts with, ~~for~~ which he was to remit to their destination — frequently he never sent the drafts — at last was caught in the theft of $82 so entrusted — charged & confessed — was dismissed, gave up his watch, chain & some jewelry for ~~under~~ restitution.

B & B's books ~~we~~ produced, showing dealings. he owned them.

1882

In employ of Frederick Dassori, Italian provision merchant at 24 State Street — charged with keeping books, daily receipts and cash a/c — also Italian correspondent. Dassori missed money daily — at length, in August, 1882, missed some specific pieces ~~which~~ under circumstances which made it plain S. had taken them — missed a check also which had been ~~he paid~~ rec'd the day before — chgd Sambolino with theft of both — S. denied — Dassori got check from man who cashed it — found his own indorsement forged — Sambolino then admitted, went out & got money enough to pay for check — also admitted theft of cash — also admitted having a false key to money-drawer in

safe — Discharged — no prosecution, on
a/c of family —
Afterwards asks recommendation
from Dafoni, who. writes him that he
c̄ hamment him to Nat'l Parson, but for-
bore through pity, & believed he would ult-
imately get there. —

(He forged check & Dafoni's letter we produced.
He denied every thing)

1883

Goes to Ryan & Parnell, coal dealers, Union
& Bond Sts, Brooklyn, as bookkeeper, receives
money. In the space of three months —
from Sept to Dec — steals, bit by bit, $757,
the mode of concealing theft being to make the
footings in cash-book too small, while every
item was actually entered — so far as D. & O. know.
Commenced to steal the second day he got there —
took $8.

At length th was caught by the abstraction
of a $20 gold-piece which Ryan had just put
into the drawer. At first stoutly denied,
but finally, being arrested by Detective Roche,
went around with him from place to place

to raise amount stolen, & his mother gave a mortgage on her own property to make good — the last payment thereon being made only a month or two ago. Anthony Barrett was Ottjen's lawyer, 26 Court St Brklyn.

(Ottjen books we produced, she denied having ever kept them.)

1884 Feb 2 mos afterwards — enters Spero's employ

1888 After fleeing from Spero, passes bogus check for $100 on Cunningham.

Pooler
v.
Lambertson

Memo.

1115

City and County of New York, ss.

In the Name of the People of the State of New York, To any peace officer in the State of New York.:

Information upon oath having been this day laid before me, that the crime of Forgery in the second degree has been committed and accusing Adolph Sambalino thereof:

You are Therefore Commanded forthwith to arrest the above named Adolph Sambalino and bring him before me at my chambers in the Sessions Building in the Park in said City or in case of my absence or inability to act before the nearest or most accessible Magistrate in this County.

Dated at the City of New York, this 22nd *day of* October 188 8

Recorder

THE PEOPLE

OF THE STATE OF NEW YORK.

against

Adolph Sambalino

WARRANT OF ARREST.

Issued October 188 8

Fredk. Smyth Magistrate.

Thomas Kernan Officer.

To the Honorable Frederick Smyth Recorder &c

CITY AND COUNTY OF NEW YORK, SS.:

The return of Thomas Kernan a Detective Sergeant of the Metropolitan Police of the City of New York respectfully shows, that the within named Adolph Sambalino was arrested under the within warrant and due diligence used to find the said Adolph Sambalino within the City of New York since the issuing of the within warrant, but without avail.

Dated at the City of New York this 2 day of October, 1888.

Thomas Kernan
Detective Sergeant

1117

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

I, **JAMES A. FLACK,** Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, being a Court of Record, DO HEREBY CERTIFY, That,

William Fosler

before whom the annexed deposition was taken, was, at the time of taking the same, a Commissioner of Deeds of New York, dwelling in said City and County, duly appointed and sworn, and authorized to administer oaths to be used in any Court in said State, and for general purposes; that I am well acquainted with the hand-writing of such Commissioner, and that his signature thereto is genuine, as I verily believe.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court and County, the day of 188

James A. Flack

Clerk.

1118

District Attorney's Office,
City and County of New York.

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

David Orpen

of No. 125 East 81st *Street, ~~aged~~* *~~years~~,*
occupation Manufacturer & gentleman *being duly sworn, deposes and says, that on the* 22nd *day of* October *1886, at the City of New York, in the County of New York,* he made and published the

information and deposition hereunto annexed upon which a warrant was on the same day issued for the arrest of Adolph Sandrodino.

That the commission of the offence and crime so charged, the said Adolph Sandrodino fled from the jurisdiction of this State of New York, and is now at the City of Antwerp, Belgium, a foreign from the jurisdiction of the said State, having been there arrested on the 19th day of October 1888, by Charles Wiedelberg a Detective Sergeant of the Municipal Police of this City, as deponent is informed and verily believes.

Deponent avers that the said Adolph Sandrodino should be brought back to this State for trial and punishment, and this application is made in good faith and for the sole purpose of punishing him, and not for the purpose of enforcing the collection of any debt or for any ulterior purpose whatsoever, and if the extradition so applied for be granted the proceedings herein will not be used for any of said objects.

Sworn to before me
this 22nd day of October 1888

William [illegible]
Commissioner
City of N.Y.

David Orpen

DISTRICT ATTORNEY'S OFFICE,

City and County of New York.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

David Speed
606 Broadway

vs.

Adolph Dandolino

Offence Forgery

Dated October 22nd 188 6

Witnesses, Julia Cohen

No. 145 Wingate Ave Street, Brooklyn

Edward D. Ayres
Cashier

No. Oriental Bank Street, New York

No. Street,

619

STATE OF NEW YORK.

The People of the State of New York

against

Adolph Sambalino.

City and County of New York ss.

The deposition of Nelson G. Ayres taken before the Hon. Frederick Smyth, Recorder of the City of New York, and a magistrate and officer having power to issue a warrant for the arrest of a person charged with crime, the 22d day of October in the year of our Lord one thousand eight hundred and eighty-eight, who being duly sworn deposes and says as follows:

I am the cashier of the Oriental Bank of the City of New York, a banking corporation duly organized and existing under and by virtue of the laws of the State of New York, On or about the 12th day of June, 1888, a certain bank check for the payment of the sum of One hundred and twenty-one dollars and sixty cents was deposited to the credit of Adolph Sambalino who then had an account in the said Oriental Bank purporting to be endorsed with the name of the payee and also by the said Adolph Sambalino. The said check was received by the said Oriental Bank and placed to the credit of the said Adolph Sambalino.

It is the custom of the said bank to cause a stamped impression to be placed on checks deposited

1121

with it indicating the fact of such deposit ~~and~~ the same general form as the impression on the cheque now here produced and a copy of which is set forth in the information herein for the purpose of indicating that the same had passed through its hands for collection, and setting forth the date and the number "49" in some cases and in others the full name of the bank, the number "49" being the designation given the said bank in the New York Clearing House.

I have examined the said original cheque and the impression on the back thereof is of the same form and appearance as the stamp used by the said bank.

Sworn to before me this 22nd day of October 1888 } Nelson G. Ayers

Henry A. Reg

STATE OF NEW YORK.

The People of the State of New York

against

Adolph Sambalino.

City and County of New York ss.

The deposition of Julia Cohen taken before the Hon. Frederick Smyth, Recorder of the City of New York and a magistrate and officer having power to issue a warrant for the arrest of a person charged with crime, the 22nd day of October in the year of our Lord one thousand eight hundred and eighty-eight, who being duly sworn deposes and says as follows:

I am the attorney in fact of Samuel Cohen, milliner, of No. 145 Myrtle Avenue in the City of Brook lyn and as such attorney in fact am authorized to carry on the business of the said Samuel Cohen and to make and sign checks and orders for the payment of money in the discharge of the indebtedness of the said Samuel Cohen.

On the 10th day of ~~July~~ June, 1888, the said Samuel Cohen was indebted to David Spero in the sum of one hundred and twenty-one dollars and sixty cents for goods purchased by him from the said David Spero and in payment thereof I on the 10th day of June did make, draw and sign a certain bank check, a copy of which is set forth in the foregoing information, did enclose the same in an envelope addressed to the said David Spero at his

1123

place of business and cause the same to be forwarded to him. I thereafter received from the Long Island Bank, upon which the same was drawn the said bank check bearing the endorsement set forth in the said information of "D. Spero," and also of "A. Sambalino" and the stamped impression referred to in the foregoing deposition of David Spero.

Julius Cohen

Sworn to before me this
22 day of October, 1888.

W. Krumpth Kerr

1124

People of the State of New York

against

Adolph Sambalino

City and County of New York ss.

The information of David Spero, residing at No. 125 East 81st Street and carrying on business at No. 600 Broadway in the City of New York, manufacturer of artificial flowers, laid before the Hon. Frederick Smyth, Recorder of the City of New York and a magistrate and officer having power to issue a warrant for the arrest of a person charged with crime the 22nd day of October in the year of our Lord one thousand eight hundred and eighty-eight, who being duly sworn alleges, deposes and says as follows:

That on or about the 10th day of June in the year of our Lord one thousand eight hundred and eighty-eight, the above named Adolph Sambalino, then late of the City of New York in the County of New York aforesaid, at the city and county aforesaid, as deponent has good reason to believe, having in his custody a certain instrument and writing, to wit, an order for the payment of money of the kind called bank checks in the words and figures following, that is to say:

No.

Brooklyn, June 10th, 1888.

LONG ISLAND BANK

Pay to the order of David Spero one hundred & twenty-one $\frac{60}{100}$ dollars.

$121.60

S. Cohen, per Julia Cohen,

1125

did then and there feloniously forge and cause and procure to be forged and willingly act and assist in forging on the back of the said bank check a certain instrument and writing commonly called an endorsement, which said forged instrument and writing so called an indorsement is as follows, to wit, "D. Spero," with intent to defraud, and that the said Adolph Sambolino afterwards, to wit, on the day and in the year aforesaid at the city and county aforesaid, so having in his possession the said instrument and writing and bank check on the back of which there was then and there written the said forged instrument and writing commonly called an endorsement, did feloniously utter, dispose of and put off as true the said forged ~~instrument~~ endorsement with intent to defraud, ~~him~~ the said Adolph Sambalino then and there well knowing that the said endorsement was forged, 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. Wherefore deponent prays that a warrant may issue for the arrest of the said Adolph Sambalino and that he be dealt with according to law.

Sworn to before me this
22 day of October, 1888.

Daniel Allen

Frederick Allen

I am well acquainted with the handwriting of the said Adolph Sambalino and the said endorsement of his name as well as the endorsement of my name on the back of the said check are in his handwriting and the said endorsement of my name thereon was without any authority whatsoever on my part, and I am further informed that on or about the 18th day of June, 1888, the said Adolph Sambalino deposited the said check so endorsed with my signature and his own in the Oriental Bank of this city where the said Adolph Sambalino then had an account and was by the said bank received and placed to his credit, and the said stamped impression was by the said bank placed on the back thereof for the purpose of indicating that the same had been so received by the said Oriental Bank and had passed through its hands. The said Adolph Sambalino at divers other times and for the period of about three years and a half prior to the said 23d day of July had in a like manner as hereinabove stated forged my name upon the back of divers other bank checks which had been received by him as such book-keeper and had by means of such forgeries and by so depositing the same obtained through the said Oriental bank and other banks of this city divers large sums of money aggregating about the sum of twelve thousand dollars.

After my return from Europe on the said 9th day of July, the said Adolph Sambalino came to me and said that he had during my absence taken home my books

of account for the purpose of posting the same (a thing which he had no authority to do under any circumstances without my express consent) and that while the same were in his house a fire had occurred by which the said books had been entirely destroyed. These books included my cash book, ledger, check book and my bank book, they being the principal books of account showing the condition of my business and my receipts and disbursements for a long period and particularly covering the time of my absence. Upon hearing this story my suspicions were aroused and I set about inquiring for the purposes of determining whether the said Adolph Sambalino had been guilty of any wrongful acts in his relations with my business and as a result of my inquiries I ascertained the facts hereinabove set forth in the information herein. I did not, however, discharge the said Sambalino, nor did I give him any cause to believe that I suspected him of any wrong-doing, but on or about the said 23d day of July the said Adolph Sambalino failed to appear at my place of business and since that time and until the 19th day of October I had no knowledge of his whereabouts. On the said 19th day of October a telegram was received by Chief Inspector Byrnes of the Municipal Police of the City of New York, dated at Antwerp, Belgium, coming from Charles Heidelberg, a detective sergeant of the said Police force informing the said Chief Inspector that the said Adolph Sambalino had been arrested and

requesting him to forward the necessary papers for the purposes ~~xxxx~~ of his extradition.

Sworn to before me this

22nd day of October, 1888.

1129

Police Court—..../..... District.

Affidavit—Larceny.

City and County of New York, } ss.

of No. 606 Broadway Street, aged 39 years, occupation Merchant being duly sworn deposes and says, that on the 10th day of June 188 at the City of New York, in the County of New York, was feloniously taken, stolen and carried away from the possession of deponent, in the day time, the following property viz:

One cheese of the value of One hundred and twenty one dollars and sixty cents

($121 60/100) dollars

the property of Deponent

Sworn to before me, this day of 188

Police Justice.

has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen, and carried away by Joseph Lambelin for the reason that on said day said defendant was in the employ of deponent as a porter and that on said day a Mrs J Cohen of 153 Myrtle avenue Brooklyn was indebted to deponent for merchandise in the said amount. That deponent is informed by Mrs J Cohen that on the said day she gave defendant the cheese herein mentioned and named Exp. on said payment for the said bill of merchandise. Deponent further says that his entry for the said amount has been made in error

1130

of deposits banks of accounts nor
has the same been credited to his
account in this bank, but that
the said defendant has appropriated
the same to his own use,

Deponent therefore charges said
defendant with the larceny of
the property aforesaid

Sworn to before me
this 31st day of July '44

L. Perry

J. T. Trimble

Police Justice

1131

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

.....

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

Dated 188

.....*Police Justice.*

I have admitted the above-named .....

to bail to answer by the undertaking hereto annexed.

Dated 188

.....*Police Justice.*

There being no sufficient cause to believe the within named .....

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

Dated 188

.....*Police Justice.*

1132

BAILED,

No. 1, by .....

Residence ..... Street

No. 2, by .....

Residence ..... Street

No. 3, by .....

Residence ..... Street

No. 4, by .....

Residence ..... Street

The Marshal in Bkln 1-7
S's former employee in Bkln

N W 1 1876

Police Court--- 1 ..... District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

David Spear
606 Bway
Adolph Sommer

2 .....

3 .....

4 .....

Offence Grand Larceny

Dated July 31 188

J. Weinrich Magistrate.

Meinelberg Officer.

1st Police Precinct.

Mr Oppenheimer, 60 Cooper ave.

Witnesses Maggie Kelly

No. 60 Cooper Street.

Jacob Cohen

No. 145 Meeker Ave Street.

Bkln

Mrs Chamberlains

No. 207 Schermerhorn St. Street.

Bkln

$ ..... to answer .....

Detective Roche
Central Office

Patrolman Van
Police Office

other witnesses on back

1133

GENDARMERIE NATIONALE.

Compagnie d' Anvers

Lieutenance d' Anvers

Brigade d' Anvers

N° 400

ANALYSE DU PROCÈS-VERBAL.

Constatant la remise au détective Heydelberg à bord du Steamer "Westerland" du nommé Sambalino Adolphe dont l'extradition a été demandée par les Etats Unis d'Amerique.

SIGNALEMENT.

Aujourd'hui dix Novembre 1892 quatre-vingt-huit à six heures du matin. Nous soussignés Jacquemin Jean Pierre, brigadier et Decolvenaert Aloise gend.rs en résidence à Anvers, revêtus de notre uniforme, certifions que conformément au réquisitoire de Mr le Procureur du Roi à Anvers, en date du 9 Ct N° 47420, avoir extrait de la maison d'arrêt-cellulaire de cette ville, le Sambalino Adolphe 37 ans professeur de langues né à Brooklyn (New-York) dont Mr le Ministre des Etats Unis a demandé l'extradition du chef de faux, et l'avoir conduit à bord du Steamer "Westerland" où nous l'avons remis contre déclaration en due-forme, à Mr Heydelberg détective chargé de le recevoir.

Je soussigné Heydelberg détective des Etats-Unis déclare avoir reçu l'extradé Sambalino

Adolphe Heidelberg

De ce qui précède avons redigé le présent procès-verbal pour être adressé l'original à Mr le Procureur du Roi à Anvers, le double aux autorités des Etats Unis, et copie en être transmise hiérarchiq.t à M. le Capitaine Commt la Compie de Gend.rie dans cette Province.

Fait et clos les jour, mois et an que dessus.

Decolvenaert Jacquemin

Enregistré au Registre analytique de la Lieutenance sous le N° .....

Transmis au greffe de la Compagnie le .....

GAND, IMPR. VANDERMEULEN FRÈRES.

1134

Sambalino Adolph – Con. Feb 1 – 1889

Kennedy

Thr 9/08

Aug 8

Witnesses;

Counsel

Filed day of 188

Pleads,

THE PEOPLE

vs.

Adolph Sambalino

Forgery in the Second Degree.
[Sections 511 and 521, Penal Code.]
(Endorsement, etc.)

JOHN R. FELLOWS,
District Attorney.

A True Bill.

"5"

Aug. 1888

Box 317

Folder 3020

1136

Grover Cleveland,

President of the United States of America.

To Charles Heidelberg;

Whereas, it appears by information in due form by me received, that Adolph Sambalino, _____ _____ charged with the crime of forgery, is a _____ fugitive from the justice of the United States, in Belgium;

And whereas, application has been made to the Authorities of Belgium, _____ for the extradition of said fugitive, in compliance with existing treaty stipulations between the United States of America and Belgium;

And whereas, it is understood that, in compliance with such application, the necessary warrant is ready to be issued by the authorities aforesaid, for the delivery of the above named fugitive into the custody of such person or persons as may be duly authorized to receive the said fugitive and bring him — back to the United States for trial.

Now, therefore, you are hereby authorized and empowered, in virtue of the stipulations aforesaid, and in execution thereof, to receive the said _____ Adolph Sambalino, _____ as aforesaid, and to take and hold him — in your custody

custody, and conduct him from such place of delivery, in Belgium, _____ by the most direct and convenient means of transportation, to and into the United States, there to surrender the said _____ Adolph Sambalino, _____ to the proper authorities of the State of New York.

For all of which these Presents shall be your sufficient warrant.

In testimony whereof, I have hereunto signed my name and caused the seal of the United States to be affixed.

Done at the city of Washington, this Twenty-fourth day of October, A.D. 1888, and of the Independence of the United States the one hundred and thirteenth.

Grover Cleveland

By the President:

G. L. Rives

Acting Secretary of State.

Vu à la Légation de Belgique aux Etats Unis d'Amérique pour la légalisation de la signature apposée ci dessus de M. G. L. Rives

New York, 25 October 1888.

Le Ministre de Belgique

Vte de Bounder de Melsbroeck

LÉGATION DE BELGIQUE WASHINGTON

1138

Nous Procureur du Roi, près le tribunal de première Instance à Anvers;

Ju la Loi du 15 Mars 1874 sur les Extraditions et la Convention conclue le 19 mars 1874 entre la Belgique et les Etats-Unis d'Amérique;

Ju les pièces concernant l'arrestation du nommé **Saubalino**, Adolphe, âgé de 35 ans, professeur de langues, né à Brooklyn (New-York) y demeurant, actuellement détenu à la Maison de sûreté cellulaire à Anvers à dont Monsieur le Ministre des dits Etats-Unis réclame l'extradition du chef de faux;

Ju la déclaration de ce détenu portant qu'il désire être livré aux autorités du pays qui le réclame, sans attendre l'accomplissement des formalités de l'extradition, désirant retourner le plus tôt possible aux Etats Unis;

Attendu que Monsieur le Procureur Général, près la Cour d'Appel de Bruxelles a ordonné par communication téléphonique du huit Novembre courant, de remettre l'étranger prémentionné entre les mains de M. Heidelberg, détective Américain chargé de le recevoir, samedi prochain dix de ce mois, à bord du steamer "Westernland" de la Red Star Line partant pour New-York à 6 heures du matin;

requérons Monsieur le Capitaine en 2e, Commandant la Gendarmerie à Anvers, de faire extraire le susdit Saubalino, Adolphe, de la Maison de sûreté de cette ville, samedi 10 courant, de le faire conduire en temps utile à bord du steamer précité amarré au port de cette ville et de le livrer contre déclaration en due forme au dit détective Heidelberg.

Fait au Parquet d'Anvers, le 9 Novembre 1888.

PROCUREUR DU ROI ANVERS

Alf. D'Berré

Le Gouverneur déclare que l'ordre sur les documents formelles produits à l'appui, sous attendre un Belge et les formalités de l'extradition, consentent expressément à ce bourreau et que le Chef pour ce soit remis à l'intérieur des traités internationaux.

Fait à Anvers le 10 Novembre 1888.

Saubalino

1139

Sec. 151.

District Police Court.

CITY AND COUNTY OF NEW YORK, } ss

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

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

of No. 606 Broadway Street, that on the 10th day of June 188 8 at the City of New York, in the County of New York, the following article to wit:

One chest after manner of

of the value of Ten hundred & twenty-one 60/100 Dollars, the property of Complainants

w as taken, stolen, and carried away, and as the said complainant has cause to suspect, and does suspect and believe, by Adolph Sandersland

Wherefore, the said Complainant has prayed that the said Defendant may be apprehended and bound to answer the said complaint.

These are, Therefore, in the name of the PEOPLE of the State of New York, to command you the said *Sheriff, Marshals and Policemen*, and every of you, to apprehend the body of the said Defendant and forthwith bring him before me, at the 1 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 5 *day of* June 188 8

J. Williams POLICE JUSTICE.

1140

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK
against
Adolph Sandheimer

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

— Adolph Sandheimer —

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

The said Adolph Sandheimer,

late of the City of New York, in the County of New York aforesaid, on the twentieth day of June, — in the year of our Lord one thousand eight hundred and eighty-eight, at the City and County aforesaid, having in his custody a certain instrument and writing, to wit: an order for the payment of money by the name called Frada Dreyer, which said Frada Dreyer is as follows, that is to say:

No. Brooklyn June 10th 1888
Sony Thous Bank
Pay to the order of David Dreyer
One Thousand & Twenty one 60/100 Dollars
$121 60/100 D. Cohen per Julia Cohen atty

the said Adolph Sandheimer. —

— afterwards, to wit: on the day and in the year aforesaid, with force and arms, at the City and County aforesaid, feloniously did forge, and cause and procure to be forged, and willingly act and assist in forging on the — Frada — of the said Frada Dreyer — a certain instrument and writing commonly called an endorsement, which said forged instrument and writing commonly called an endorsement is as follows, that is to say:

" D. Dreyer "

with intent to defraud, 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.

1141

SECOND COUNT—

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

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

The said Adolph Sandhaus,

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the City and County aforesaid having in his possession a certain instrument and writing, to wit: an order for the payment of money of the kind called bank drafts. —

which said bank draft is as follows, that is to say:

No. Brooklyn June 10th 1898

Long Island Bank

Pay to the order of David Spero

One Hundred & Twenty one 60/100 Dollars

$121 60/100 D. Cohen per Philistein Atty

on the back of which said bank draft there was then and there written a certain forged instrument and writing commonly called an endorsement of the said last-mentioned bank draft which said forged instrument and writing, commonly called an endorsement is as follows, that is to say:

" D. Spero "

with force and arms, the said forged endorsement then and there feloniously did utter, dispose of and put off as true, with intent to defraud, the said Adolph Sandhaus then and there well knowing the premises, and that the said endorsement was forged, against the form of the Statute in snch case made and provided, and against the peace of the People of the State of New York and their dignity.

JOHN R. FELLOWS,

District Attorney.

1142

END OF BOX