

0660

**BOX:**

521

**FOLDER:**

4749

**DESCRIPTION:**

Irving, James

**DATE:**

05/16/93



4749

POOR QUALITY  
ORIGINAL

0661

Counsel,

Filed

Prads,

ENTERED  
T. M.

THE PEOPLE

vs.

James Irving

De LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Foreman

Paul L. Decharged

Wm. H. Nickerson

The case against the defendant was  
not made out with the  
known of the complainant.  
Several searches have been  
made for him, resulting in failure  
to locate him. For the reason  
recommended the defendant's arrest  
on his own recognizance, - see  
attached affidavit.

19 May 1898  
J. H. Johnston  
District Attorney

James  
Geo. M. O'Sullivan  
A. O. H.

Grand Larceny, second Degree,  
[Sections 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000]

POOR QUALITY  
ORIGINAL

0662

Police Court

5<sup>th</sup> District.

Affidavit—Larceny.

City and County } ss:  
of New York,

of No. 1541 Third Avenue  
occupation Butcher

Street, aged 35 years,

deposes and says, that on the 9<sup>th</sup> day of November 1892, at the City of New

York, in the County of New York, was feloniously taken, stolen and carried away from the pos-  
session of deponent, in the name, the following property, viz:

Two beds and bedding Silver Ware  
Knives and Forks Silver Watch Rings  
four bottles of brandy one box of cigars and other articles  
of furniture together of the value of about  
Three hundred dollars

the property of Deponent

and that this deponent  
has a probable cause to suspect, and does suspect, that the said property was feloniously taken,  
stolen and carried away by James Cronin (now here)

from the fact that on said date the  
defendant came to deponent's apartments  
and represented to deponent that he  
was a city Marshal and that he had  
an order from Judge Cronin  
the Supreme Court to seize and  
take possession of all deponent's furniture  
and brought two Police Officers to intimidate  
deponent. And the defendant threatened  
to blow deponent's brains out if he deponent  
interfered with him deponent on being  
said property that was a chattel mortgage  
against some of the property taken but  
there was not any mortgage and any

Subscribed and sworn to before me this 11th day of November 1892

Notary Public for New York

POOR QUALITY  
ORIGINAL

0663

lien against the above described property  
Department and his wife informed the  
defendant that this was not any  
lien or mortgage on said property and  
the defendant said it did not  
make any difference to him whether  
they took anything and he did take  
everything in the place. Defendant has been informed  
that the defendant was not a Marshal at the time  
shown to be so.

this 9th day of April 1963

J. C. Hickey

J. C. Hickey

Police Justice



POOR QUALITY  
ORIGINAL

0664

Sec. 198-200.

5

District Police Court.

CITY AND COUNTY OF NEW YORK, ss:

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

Question. What is your name?

Answer.

*James Irving*

Question. How old are you?

Answer.

*47 Years*

Question. Where were you born?

Answer.

*Virginia*

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

Answer.

*198 Macdougall St - Ten Months*

Question. What is your business or profession?

Answer.

*Collector*

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

Answer.

*I Am Not Guilty*  
*James Irving*

Taken before me this

day of

1893

*John J. Mumford*

Police Justice.

POOR QUALITY  
ORIGINAL

0665

300. Ex. Apr 13/93 2 P.M.  
or depts. request.

Ex. adpt. or depts. request to  
April 15/93-9 A.M.

Ex. Apr 18/93. 10 A.M.

Ex. " 21/93 2 P.M.

Ex. Apr. adpt. to Apr 25/93  
@ 2 P.M.

BAILED,

No. 1, by *John A. Forster*  
Residence *306 W. 14th* Street.

No. 2, by \_\_\_\_\_

Residence \_\_\_\_\_ Street.

No. 3, by \_\_\_\_\_

Residence \_\_\_\_\_ Street.

No. 4, by \_\_\_\_\_

Residence \_\_\_\_\_ Street.

*The Magistrate finding  
in my absence will hear  
and determine their case  
and take bail if necessary*

*E. E. Summings  
Police Justice*

Police Court, District, \_\_\_\_\_

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

*Francis B. Nickerson*  
1041 3rd Ave

*James J. Spring*

Office, *Grand Jury*

Dated, *April 9th* 189

*Samuel B. Gordon* Magistrate.

Officer, \_\_\_\_\_ Precinct, \_\_\_\_\_

Witnesses \_\_\_\_\_ Street.

No. \_\_\_\_\_ Street.

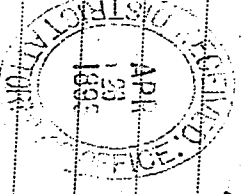
No. \_\_\_\_\_ Street.

No. \_\_\_\_\_ Street.

No. \_\_\_\_\_ Street.

No. \_\_\_\_\_ Street.

No. \_\_\_\_\_ Street.



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

\_\_\_\_\_ Defendant \_\_\_\_\_  
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, *April 25th* 1893 *E. E. Summings* Police Justice.

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

Dated, *April 25th* 1893 *John H. Burke* Police Justice.

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

Dated, \_\_\_\_\_ 189 \_\_\_\_\_ Police Justice.

POOR QUALITY  
ORIGINAL

0666

OFFICES OF  
MAURICE MEYER,  
COUNSELLOR-AT-LAW,  
WORLD BUILDING,  
61 AND 63 PARK ROW,  
ROOM 128.

MEMORANDUM.

Court.

People  
vs.

James Irving

New York, April 13th 1893 189

Hon. Charles E. Simms Jr.  
Police Justice &C.  
My Dear Sir:-

I am actually engaged in  
the trial of the Case of Lizzie Zimmerman for Unlawful Marriage  
in Part one of the Court of General Session before Judge Martine.

I must therefor ask you to ~~pre~~ adjourn the above exam-  
ination to any day to suit your convenience, <sup>and</sup> ~~at the same time~~.

Regreting that I cannot proceed with the examin-  
ation to-day I remain

Yours truly

*Maurice Meyer*  
Per H.

*H. D. Macdonald*  
*ssk*

POOR QUALITY  
ORIGINAL

0667

Sec. 192.

5 District Police Court.

Undertaking to Appear during the Examination.

CITY AND COUNTY } ss:  
OF NEW YORK,

An information having been laid before C. E. Simpson a Police  
Justice of the City of New York, charging James Brown Defendant  
with the offense of Larceny

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

James Brown Defendant of No. 195  
Macdonald Street, by occupation a Collector  
John S. Brown and of No. 296 W 124 Street,  
by occupation a Broker Surety, hereby jointly and severally under-  
take that the above-named James Brown Defendant shall personally  
appear before the said Justice, at the 5 District Police Court in the City of New York during  
the said examination, or that we will pay to the People of the State of New York the sum of Five  
Hundred Dollars.

Taken and acknowledged before me this 11th  
day of April 1893

C. E. Simpson  
Police Justice.

POOR QUALITY  
ORIGINAL

0668

City and County of New York, ss:

Sworn to before me this  
day of  
1908  
John S. Forgetston  
Police Justice

the within-named Bail and Surety, being duly sworn, says, that he is a resident and  
holder within the said County and State, and is worth Ten Hundred Dollars,  
exclusive of property exempt from execution, and over and above the amount of all his debts and liabilities,  
and that his property consists of a house and lot

Situated at no 206 West  
12th Street in said City valued  
at eleven thousand dollars free of  
all income taxes

John S. Forgetston

District Police Court.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

vs.

Taken the day of 189

Justice.

Underlying to appear during  
the examination.

POOR QUALITY  
ORIGINAL

0669

19 H-1897.

NEW YORK, May 27 1898

A Transcript from the Records of the Deaths Reported to the  
Department of Health of the City of New York.

COUNTY OF NEW YORK.

STATE OF NEW YORK.

CITY OF NEW YORK.

CERTIFICATE AND RECORD OF DEATH

No. of Certificate,

14526

James M. Irving

I hereby certify, that I attended deceased from Aug. 15 1897 to Sept. 2 1897  
that I last saw him alive on the 2 day of Sept 1897, that he died on the  
3 day of Sept 1897, about 11 o'clock A. M. or P. M., and that to best of my  
knowledge and belief, the cause of his death was as hereunder written:

Chief Cause, Cancer Ventricle  
Contributing Cause, Cachexia

Duration of Disease.

7 mos

Sanitary Observations,

Witness my hand this 27 day of May 1898

Place of Burial, St. Clare

(SIGNATURE)

O. Weidner

M. D.

Date of Burial, Sept 3

Undertaker, Wm. Hamilton

RESIDENCE,

1067 Bushwick Ave

Residence, 197 Bedford Ave

Date of Death.	Full Name.	Age, sex, and days.	Color.	Single, Married or Widowed.	Occupation.	Birthplace.	How long in U.S. if foreign born.	How long resident in New York City.	Father's Name.	Father's Birthplace.	Mother's Name.	Mother's Birthplace.	Place of Birth.	Place of Death.	Last place of Residence.	Class of Dwelling (Assessment, being a house occupied by more than two families).	Direct cause of Death.	Indirect cause of Death.	Date of Record.
<u>Sept. 3, 1897.</u>	<u>James M. Irving</u>	<u>52-4, 12</u>	<u>white</u>	<u>Married</u>	<u>Agent</u>	<u>Virginia</u>	<u>-</u>	<u>25 yrs</u>	<u>-</u>	<u>Pennsylvania</u>	<u>-</u>	<u>Virginia</u>	<u>283 Bleecker St</u>	<u>283 Bleecker St</u>	<u>-</u>	<u>-</u>	<u>Cancer Ventricle</u>	<u>Cachexia</u>	<u>Aug. 5, 1897</u>

A True Copy.

John A. Jennings  
Asst. Chief Clerk.

NOTICE.—In issuing this transcript of record, the Department of Health of the City of New York does not certify to the truth of the record transcribed. The seal of the Department of Health attests only the correctness of the transcript, and no inquiry as to the facts reported have been provided for by law.

GLUED PAGE

POOR QUALITY  
ORIGINAL

0670

DIRECTIONS

The Grand Jury Rooms are in the third story of the New Criminal Court House, on Centre Street, between Franklin and White Streets. When you arrive at the witness room, hand this Subpoena to the officer or Clerk at the desk.

[SEE OTHER SIDE FOR OTHER DIRECTIONS]

SUBPOENA FOR A WITNESS TO ATTEND THE GRAND JURY OF THE COURT OF GENERAL SESSIONS. Ask to see Mr. *Honey*

In the Name of the People of the State of New York, *10* o'clock *A.M.*  
To *Francis C. Hickey + wife*  
of No. *1541 - Third Avenue*

YOU ARE COMMANDED to appear before the Grand Jury of County of New York, at the Grand Jury Room, in the third story of the New Criminal Court Building on Centre Street, between Franklin and White Streets, in the City of New York, Borough of Manhattan, on the *18* day of *May*, 189*8* at the hour of 10 in the forenoon of the same day as a witness in a criminal action prosecuted by the People of the State of New York against *James Irving*

Dated at the Borough aforesaid, the first Monday of *May* in the year of our Lord 189

ASA BIRD GARDINER, District Attorney.

*Make affidavit if not found R.H.*

0671

RD GARDINER,  
*District Attorney.*

N. Y. County



POOR QUALITY  
ORIGINAL

0672

Court of General Sessions.

THE PEOPLE, on the Complaint of

vs.

*James Brown*

ASA BIRD GARDNER,

W. M. K. OLCOTT,

District Attorney.

Affidavit of

*Joseph A. Redmond*

Subpoena Server

FAILURE TO FIND WITNESS.

POOR QUALITY  
ORIGINAL

0673

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

James Irving

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

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

The said

James Irving

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

two beds of the value of fifty dollars each, twenty knives of the value of two dollars each, twenty forks of the value of two dollars each, ten napkin-rings of the value of two dollars each, four bottles of brandy of the value of one dollar and fifty cents each bottle, one box of cigars of the value of five dollars, a quantity of bedding (a more particular description whereof is to the Grand Jury aforesaid unknown) of the value of fifty dollars, divers other goods, chattels and personal property, a more particular description whereof is to the Grand Jury aforesaid unknown) of the value of one hundred dollars, of the goods, chattels and personal property of one Francis C. Nicky

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

De Laurey Nicoll,  
District Attorney

0674

**BOX:**

521

**FOLDER:**

4749

**DESCRIPTION:**

Isaacs, Morris

**DATE:**

05/16/93



4749

POOR QUALITY  
ORIGINAL

0675

Witnesses:

Fire Marshal

Jo M. M. M. M. M.

Counsel,

Filed 16 day 189

Pleads, M. M. M. M. M.

THE PEOPLE

vs.

25

424 Grand Ave  
Chicago

Morris Isaac

Arson in the  
[Section 48 Penal Code.]  
Degree.

DE LANCEY NICOLL

District Attorney.

A TRUE BILL.

Chas. J. M. M. M.

Foreman.

Part 2 - March 29 1894.

bird and connected

S.P. 8 1895

W. J. 1894 / P.S.M. 1893

POOR QUALITY  
ORIGINAL

0676

STENOGRAPHER'S MINUTES.

*Third* District Police Court.

THE PEOPLE, *vs.* IN COMPLAINT OF  
*James Mitchell*  
*Wm. Coates*

BEFORE HON.  
*Joseph Rock*  
POLICE JUSTICE,  
*Apr 18* 188*3*

APPEARANCES: { For the People, \_\_\_\_\_  
For the Defence, \_\_\_\_\_  
188

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<i>J. Kelly</i>	14.	8		
<i>Wm. Coates</i>	9.	12		
<i>James Mitchell</i>	13.	16		
<i>Motion</i>	17	18		

*M. J. Greaney*  
Official Stenographer.

POOR QUALITY  
ORIGINAL

0677

STENOGRAPHER'S MINUTES.

*Chief* District Police Court.

THE PEOPLE, vs. IN COMPLAINT OF  
*Daniel Mitchell*  
*Wm. Coates*

BEFORE HON.  
*Joseph Rock*  
POLICE JUSTICE,  
*Apr 18* 188*3*

APPEARANCES: { For the People, \_\_\_\_\_  
For the Defence, \_\_\_\_\_

188

I N D E X.

WITNESSES.	Direct Ex.	Cross Ex.	Re-Direct.	Re-Cross.
<i>J. Kelly</i>	1.	3		
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<i>Wm. Coates</i>	9.	17		
<i>Daniel Mitchell</i>	13	16		
<i>Motion</i>	17	18		

*H. J. Greaney*  
Official Stenographer.

New York April 18<sup>th</sup> 1893  
Third District Police  
Court  
Hon. Joseph Koch  
Residing Justice.

James Hitchell } Person,  
W. }  
Morris Canacs }

Edward Kelly being  
only sworn deposer  
and says I am an  
Officer attached to the  
12<sup>th</sup> Precinct Police

Q. A

Where is your post  
house ridge to Norfolk  
in Grand St. Doras  
on last last Sunday  
evening from six  
to 12 O'clock; Doras  
trying the doors about  
6.15 O'clock Doras  
making my 4<sup>th</sup> lap



Q.

18

Around my Post, and  
came opposite this,  
Store 4<sup>th</sup> & 4<sup>th</sup> Grand St., &  
was within 5 feet of  
the store and heard a  
loud explosion like  
thunder, I saw the  
partition give in  
between this store and  
the other, and the big  
plate glass window  
burst out, I saw  
glass burst out and  
flames come out

Q. Had you been  
long passing in  
front of that store  
for some months?

A. Did you notice the  
windows of the store?

A. Yes Sir,  
Q. How are they generally  
left when the store is

Q.



I

Q. Closed? I saw the  
window of the store, I  
could see into the  
store, I always could  
see into the store

Q. How was it on this  
night?

A. I think there  
was a shade on it,  
I could not see  
into the store

Q. Could you look  
through the window?

A. I did not look  
through the window

I sworn to before me  
this 18<sup>th</sup> day of Apr 1893

Police Justice

3

H

Q. Now I, when being  
only more depressed and  
sore, I am Chief of  
the 4<sup>th</sup> Battalion  
were you called  
to the fire last Sunday  
evening?

A. Yes Sir, at  
6:45 o'clock, I found  
the fire in the soap  
store at 74 Grand St,  
in the rear, I  
extinguished the fire

Q. Did you find  
the door open?

A. Yes Sir,  
Did you see it  
opened?

Q. No Sir,  
What did you find?  
A. There on both sides  
of the shelving and  
a strong odor of  
H

5

Kerosene oil, I made  
a thorough search, I  
found on the floor  
Kerosene and "excellent"  
on a sheet stretched  
along the floor, we  
found a Seltzer water  
bottle, around where  
this sheet was and  
the "excellent" was  
saturated with Kerosene  
oil

Q. Did you see a  
Kerosene oil can  
there?

A. Yes Sir,  
Q. Did you search  
for it?

A. Yes Sir,  
Q. What did you do  
these articles (bottles)  
placed them  
on the window

6

casing and then  
notified the Fire  
Marshal  
Cross Examination

Q. You heard the first  
witness as to the  
explosion?

A. Q. Yes Sir,  
When you went in  
you found the doors  
had been opened?

A. Q. Yes Sir,  
There was an odor  
of oil?

A. Q. Yes Sir,  
You looked and  
found this "excelsior"  
and a small sheet?

A. Yes Sir - a  
sheet for a double  
bed

Q. You saw a

7

Q. Then base there?  
A. Yes Sir, that the  
sheet you found  
is the same as as  
put around the  
other case to guard  
-ing and protecting  
articles from the  
enemy?

Q. Yes Sir,  
A. There was not a  
great quantity "excellent"  
considerable where  
the fire was — not a  
great quantity —  
about a bushel  
basket

Q. You picked  
it up?  
A. Yes, part was  
burned, the marked

4



S.

has part of it. This  
was a shoe store,  
the sheet was a bed  
sheet, I was not  
in the place before

Sporn to before me }  
this 18<sup>th</sup> day of April 1893 }  
Police Justice

S.

9

Q

Thomas O'Horne  
being duly sworn  
deposes and says,  
I am Foreman of  
Hook & Ladder No 18  
Here Guy called  
to a fire company  
warning fast?

A

Yes sir, at 6:45  
o'clock, I found the  
fire in the back of  
the store, I broke the  
door myself

Q.

When you  
got in what did you  
find

A

The fire was  
in the rear of the  
store about 8 or 9  
feet from the store  
door, there was a  
flour case there, the  
store is about 10 to 11

9

10

feet wide, in the  
rear was a partition  
about seven feet  
high, in front of  
that the fire was,  
the odor of kerosene  
oil was very strong.  
I looked for a lamp;  
and did not find  
any, we found strips  
of calico on the floor  
and that was satur-  
ated with kerosene  
oil, and also found  
"excelsior" saturated  
with oil.

Q

Did you  
examine the rear  
of the premises?

A

Yes sir, the  
window was closed  
with a curtain and  
part of a blanket.

10



11

17

Four (4) feet from  
the window, and a  
window shade on a  
part

Q. Did you find  
a rear entrance?

A. There was a  
rear door but it was  
locked & did not open  
it.

Q. Is this some of the  
material you saw  
there on the floor  
in the rear of the  
store?

A. Yes Sir, it  
smells of rosemary  
very strong now

Q. Did you see the  
Defendant there?

A. Q. No Sir,  
Was anyone there?

A. No Sir, I broke  
11

12

11  
The door in  
Curt's animation.

Q. You heard the first  
outburst?

A. Yes Sir  
Q. You found certain  
articles thrown on  
the floor?

A. Yes Sir,  
Q. This material was  
on the floor?

A. Yes Sir, the  
front and rear doors  
were locked

Subscribed before me  
this 18<sup>th</sup> day of April 1893

Police Justice

17

72

13

James Mitchell being  
only sworn deposes, and  
says, I got to the  
store in question  
about ten o'clock,  
the premises were  
in charge of the patrol-  
man, I made  
an examination, the  
Defendant was there,  
I asked him if he  
owned or was the  
occupant, and if  
he could explain the  
fire, he said no,  
that he had gone to  
Havard with his wife,  
that he returned  
and was at Norfolk  
street about six (6)  
o'clock in the even-  
ing, that he did not  
go to the store again

13

14

till he met his  
 Brother in law at half  
 past six, that he was  
 in Norfolk Street at  
 that time; I found  
 that the door had  
 been forced open, the  
 fire occurred in the  
 rear of the store, the  
 partition had been  
 forced; I went in  
 where they sleep, I  
 found a bed with  
 out any bed clothing,  
 no sheets, there was  
 a quilt lying on a  
 chair; the back door  
 was locked; there  
 was another fastened  
 with a bar, so it  
 could not be opened  
 without breaking it  
 in, the rear window

16

were barred, he  
says he had the key  
that night; I found  
a great deal of this  
burned material; I  
saw fragments of a  
light cloth fabric in  
a burned charred  
condition; I saw  
where this material  
had been tacked to  
the edge of boxes and  
shelves. He admitted  
that he was insured  
for three thousand  
dollars, I think the  
insurance excessive;  
this car I found  
in the rear. There is  
still a little kerosene  
oil in it, they told  
me they did not

15

POOR QUALITY  
ORIGINAL

0693

16

use Kerosene, but  
brought it with  
them when they went  
there

Sworn to before me }  
This 18<sup>th</sup> day of Apr 1893 }

Police Justice

16



Mr. Friend... I want to  
say that the People  
have failed to show  
my motive, and that  
is a prerequisite to  
sustain any charge  
of this nature; it is  
not necessary for  
me to argue with  
a Magistrate of your  
long experience.

Court... This was the  
act of this man  
(Defendant) or some  
stranger.

Mr. Friend... That "excelsior"  
is usually used in  
such places.

Mr. Mitchell... But not  
saturated with kerosene  
oil.

Court... If there was a  
lamp there I could

18.

see how an explosion  
might happen.  
Mr. Smith... The testimony  
of Mr. Mitchell is that  
the Defendant told  
him that when they  
moved there they  
brought the can there

Adjourned to Friday  
After noon at two (2)  
o'clock - Bail set \$3,000,  
~~~~~



April 21<sup>st</sup> 1893  
Mitchell }  
Doacs } Pres.

Recall of Chief them,

Q. 2 You have been sworn?

Q. 2 What is meant by  
the expression "Caused  
by back draught"?

A. That is caused  
by confined heat,  
having no place of  
escape.

Q. Heat confined  
within a room and  
having no place of  
escape would cause  
an explosion?

A. Yes Sir,

2.

Q

That is generally the case?

Q

Yes Sir, the testimony of Foreman O'Steen that when he got to the store, he found the door locked, the window down and something hanging there; opened the door in that place, if by chance the window was broken in the rear cause a "back draught"?

Q

Why not? No Sir.

Q

There was an opening along the sewer pipe that goes through the building?

Q

Was there a sewer pipe there?

2

Q

Q. Yes Sir,  
Do you mean to  
say that that opening  
would under all  
circumstances would  
prevent an explosion?

A. Not a back draught,  
because the heat was  
going out through the  
other empty store

Q. Supposing the  
partition was as  
well put <sup>up</sup> that heat  
could not go through  
to this.

A. Q. Did the partition go  
from the floor to the  
ceiling?

A. Yes Sir, but  
the plaster was off  
and the beams of  
wood in the un-  
occupied store and

4

Q. part of this store  
There was no  
aperture leading into  
the adjoining store?

A. Yes Sir, the space  
between the beams,  
one foot and a half

Q. Would a "back  
draught" be possible  
there?

A. It could not,  
because the floor was  
open in the unoccu-  
pied store.

Q. The explosion  
took place in the  
occupied store?

Q. Yes Sir,  
that store was bound  
by a partition that  
reached from the  
floor to the ceiling; the  
back door was closed

4

Q.

And the front door was locked, consequently there was no place for the air to escape, except a foot and a half space between the beams?

Q.

Yes Sir, that is where it caused the explosion in the empty store.

Q.

The officer testified that the explosion took place in the occupied store and threw the partition into the other store, and blew the window out.

Q.

It came from the occupied store that was closed up; there was a sewer

C

Q. Pipe holes? There have  
been instances of  
explosions in buildings  
like the one in question?  
A. I never heard

of any  
Mr. Mitchell & Council

Q. Where do you suppose  
the "back draught"  
came from?

A. I do not  
know — You would  
not ask His Honor to  
hold the Defendant on  
such testimony

Q. (To witness) Where was  
the can found?

A. It was  
found behind the stove  
by Assistant Fire Marshal  
Freel the night of the



7.

Q. How long after the fire was discovered?

Q. About three hours (By Mr. Huard) You have had years of experience for a number of years, what force is to the water used by the engine that first threw the water on the fire?

A. From 15 to 45 pounds.

Q. A fireman holding a hose and throwing a force of water of 25 pounds would cause what?

A. It would upset things, not everything.

Q. It would upset a little fellow like me — it would upset



L.

Q. a can?  
A. If there were sheets or blankets, or shoes or small articles a torrent of water thrown into the store would upset them?

Q. It would

Q. not It would upset most anything it came in contact with, of a small nature?

Q. According to the

Q. might In article of a barrel or two it would upset?

Q. Yes Sir,

9

Mr Mitchell... I will make  
a statement to meet  
certain points - The  
Defendant himself  
stated that he had the  
oil cloth scrubbed just  
before he left, that it  
was perfectly clean,  
that none of that  
material was there  
when he left the store,  
that the exterior was  
in good order, in regard to  
the "back draught", there  
was a stove pipe con-  
nected with a flue,  
there was no distur-  
bance before the  
explosion and no  
fire in that rear  
room except where it  
went over the partition,  
the disturbance was in

9

POOR QUALITY  
ORIGINAL

0705

10

Advent  
Mr. [unclear] I move to  
Dismiss  
Court Motion denied  
Bail fixed at \$2500

POOR QUALITY  
ORIGINAL

0706

District Police Court.

*James Mitchell*

*James L. Coates*

STENOGRAPHER'S TRANSCRIPT.

*Apr 18 93*

BEFORE HON.

*James L. Coates*

Vice Justice.

*M. J. Tracy*

Official Stenographer.



POOR QUALITY  
ORIGINAL

0707

District Police Court.

*Wm Mitchell*  
*James C. Coates*

STENOGRAPHER'S TRANSCRIPT.

*Dec 18 93*

RECEPTION

*Wm Mitchell*

Miss Justice.

*M. J. Coates*

Official Stenographer

POOR QUALITY  
ORIGINAL

0708

COURT OF GENERAL SESSIONS OF THE PEACE,  
City and County of New York,  
Part 2.

The People,

vs.,

MORRIS ISAACS.

Before,

HON. RANDOLPH B. MARTINE,

and a Jury.

Tried, MARCH 26TH, etc., 1894

Indicted for ARSON in the SECOND DEGREE.

Indictment filed MAY 16TH, 1893.

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APPEARANCES:

ASSISTANT DISTRICT ATTORNEY BARTOW S. WEEKS,

For THE PEOPLE.

MESSRS. HOWE & HUMMEL,

For THE DEFENSE.  
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POOR QUALITY  
ORIGINAL

0709

2

HENRY McNULTY, being duly sworn, testified that he lived at 43 Greenwich avenue. He owned the premises 424 Grand street, on the north-west corner of Grand and Attorney streets. The ground floor of those premises was divided into two stores, by a partition. The westerly of the two stores was occupied by the defendant, as a shoe store. The defendant was a monthly tenant, and had been there about seven months. The defendant's month expired on the 7th. He went to the defendant on the 8th of April, 1893, and collected the rent for the store from the 7th of April until the 7th of May. He told the defendant that he, the witness, wanted to turn both the stores into one, and that he would have to move on the 1st of May. The defendant did not want to move, and said he would burn the old ranch before he would leave there, and he would make it very hard for him, the witness. He asked the defendant how old he was, and the defendant said he was twenty-five years of age. He said, "Born in this city?" The defendant said that he had been. He said, "You are a married



man, and you tell me that you will burn this old ranch up?" The defendant said, "Yes." He said, "Now, be careful, and know what you are talking about," and the defendant's wife then said something to him in German that he, the witness, could not understand. The building was six stories high, ninety-six feet deep, and twenty-five feet front on Grand street. On the 16th of April, 1893, there were twenty-two families living in that house. At first, the defendant did not live in the house; but he subsequently partitioned off the back of the store, and lived there.

EDWARD KELLY, being duly sworn, testified that he was an officer of the Municipal Police, attached to the 12th precinct. The station house of that precinct was at Attorney and Delancey streets, about two blocks away from 424 Grand street. On the night of the 16th of April, he went on duty at 6 o'clock. He relieved the officer who was on that post at the corner of Grand and Norfolk streets at about 6:08. His post that night

**POOR QUALITY  
ORIGINAL**

0711

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was Grand street, from Norfolk to Ridge, on both sides of the street. He walked up Grand street, on the North side of the street. He did not pay any particular attention to the premises in question at that time. He tried the door and found it locked. He noticed that there was a green shade on the door. He had never seen a shade on that door before. It was Sunday. He then went down his post, on the other side of the street. He met a friend of his and talked to him for about seven or eight minutes. He then proceeded up Grand street again, and when he was about twelve or thirteen feet from the store at 424 Grand street he heard an explosion. The corner store had been a furnishing store, but was vacant at that time. There was a partition between the defendant's store and the vacant store, and he saw "a kind of a sheet of flame coming from that partition" near the ceiling. He ran to the corner of Clinton and Division streets, and sent the fire alarm. He then ran back to the store where the fire was and remained there until he was sent to call out the reserves. To the best of his knowledge,

it was about 6:30 when he heard the explosion. The glass fell from the windows immediately after the explosion. He saw other people running towards the store after the explosion occurred. One of the windows of the vacant store was not blown out. The flame which he saw appeared to be in the defendant's store.

JAMES MITCHELL, being duly sworn, testified that he was the Fire Marshal of the city of New York. In his official capacity, he visited the scene of the fire on the morning of April 17th, 1893, and subsequently made a diagram of those premises. In the ceiling of the defendant's store, about a foot from where the partition then stood, there was a line of nails, and the partition was leaning towards the empty store. There was a door from the vacant store into the defendant's store.

THOMAS K. DAVIDSON, being duly sworn, testified that in April, 1893, he was a fire patrolman, attached to Fire Patrol No.

2. He knew William Mahoney, also a fire patrolman. On the morning of the 23rd of April he relieved Mahoney, about 6 o'clock. He remained in charge of the place about an hour and three quarters. During the time that he had charge of the building, none of the property was disturbed or removed.

THOMAS O'HEARN, being duly sworn, testified that he was a member of the Fire Department and Foreman of Hook and Ladder Company No. 18. The engine house was about two blocks away from 424 Grand street. The alarm of the fire in question was received at 6:44 P. M. His company was the first to reach the fire. He burst in the door of the complainant's store, and went in. He found a show-case about eight feet from the door, and he moved it to one side. There were a lot of shoes on the floor, on the left hand side of the store. The fire was about sixteen or eighteen feet from the front door, at the corner of the partitions which divided the store and the living apartments. He detected a strong odor of kerosene oil,

**POOR QUALITY  
ORIGINAL**

0714

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and he made a search for a lamp, as he thought that was what it was. The fire was all the way up the partition. The partition, the shelves, and some excelsior were burning. The shelves were covered with some stuff which looked like calico. The excelsior was on the shelves and on the floor. The partition which divided the two stores was burned out at the top, and was "bulging into the vacant store." The partition which separated the living room from the store was about seven or eight feet high. There was a little fire in the living room. As the result of his search for kerosene, he found a bottle and a syphon, like a soda-water bottle, and some stuff like sheeting. He found the bottle in the corner where the fire was. He did not find any lamps in the store, but he found two small lamps in the living apartments. The lamps were dry; no oil in them. The lamps were covered with dust, as though they had not been used for some time. The cloth that was hanging to the shelf was saturated with oil, and he, the witness, gave it to Chief Ahearn. He did not know



POOR QUALITY  
ORIGINAL

0715

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whether or not there was oil on the excelsior, as it was wet when he found it. The shoes which he saw on the floor were in confusion. There were people in the house above the store, when he got there.

In cross-examination the witness testified that the shoes that were in the show-case were not in confusion; they were in boxes. It was a common thing, in shoe stores, in Grand street, to find cloth tacked along the shelves, to keep the dust out. The door leading from the vacant store into the defendant's store was locked, and there was a bar across it, on the defendant's side. He found a scaffold in the vacant store, where men had been putting pipes up through the ceiling. He did not find any kerosene or combustible in the vacant store. The window of the defendant's store was not blown out, but the window of the vacant store, on Attorney street, was blown out. The Attorney street window was a large one, and the window of the defendant's store, on Grand street was a small one. The Attorney street window was about four or five feet from where



POOR QUALITY  
ORIGINAL

0716

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the fire was; and it was about eighteen feet from where the fire was to the window of the defendant's store, on Grand street. The syphon was in pieces, when it was found.

THOMAS J. AHEARN, being duly sworn, testified that he was a member of the Fire Department, and was a Chief of Battalion. His headquarters were at 84 Attorney street. He went to the fire on the night in question, and got there about four minutes after the alarm had been given. He found the fire in the rear portion of the store, among the fixtures and stock. He smelled strong odors of kerosene, and he ordered Foreman O'Hearn to make a diligent search to see if he could find any trace of a kerosene lamp. He assisted in the search. He did not find any lamp, but found a seltzer water bottle, with the top broken off. After overhauling a lot of the stock, they found excelsior and rags, saturated with oil. They found two lamps, one on each window in the rear room.

GEORGE C.

GEORGE C. REINHARDT, being duly sworn, testified that he was a fireman connected with Hook and Ladder Company No. 18. On the night in question he went to the fire in the defendant's store. Foreman O'Hearn was the first man to go into the store, and he, the witness, was about two feet behind him. The flames were on the East side of the store, about twenty or twenty-five feet from the door, and seemed to be going up towards the ceiling. When he, the witness, was overhauling the stuff in the store, he noticed the smell of kerosene. He, the witness, returned to the store the next day, when the Fire Marshal and Chief Ahearn were there. He found some linen tacked "to the shoe boxes," so that the linen was tacked fast to the shoe boxes.

In cross-examination the witness testified that he found the linen about four feet from the floor. It took about three or four pieces of the linen. Sufficient water had been turned on the fire to extinguish it.

**POOR QUALITY  
ORIGINAL**

0718

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FOREMAN O'HEARN, being recalled, testified that he saw the shoes on the floor of the store before the hose was turned on the fire. He broke the front door open with an axe, and did not know whether it was locked or bolted.

JACOB ISAACSOHN, being duly sworn, testified that he lived at 29 Attorney street. On the 16th of April, 1893, he was living at 424 Grand street. He lived immediately over the defendant's store. He was living there with his wife, and had been living there since the 5th of February.

JAMES HOLTSLANDER, being duly sworn, testified that he was a member of Fire Patrol No. 2, the headquarters of which were at 31 Great Jones street. He went to the fire in question. After the fire had been extinguished, he was left in charge of the premises. He was relieved by Patrolman Fox. During the time that he was there none of the property was taken away or disturbed in any way. About twenty minutes after the engines

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had gone away he had a conversation with a woman. He recognized the woman in court as the defendant's mother. He had a conversation with her, and allowed her to go into the defendant's store. Another woman also went there, and a man whom he recognized as William Lieberman also went there. The defendant was also at the store, about three-quarters of an hour after he had been left there. He, the witness, returned to the place the next morning, at 10 o'clock, relieving Fox. He remained there until half-past 4, when he was relieved by William Mahoney. He did not return to the premises. Nothing was disturbed or taken away from the premises while he was there, with the exception of what the Fire Marshal and his assistant, Freel, took away. There was a curtain on the front window of the defendant's store when he, the witness, arrived there. The curtain in the front window was partially burned or charred.

MICHAEL FOX, being duly sworn, testified that he was a fire patrolman, attached to Fire Patrol No. 2. He relived

POOR QUALITY  
ORIGINAL

0720

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Holtslander on the night of the fire, about 9 o'clock. He remained on duty until about 9:30 the next morning. The defendant was there when he took charge of the premises. During the time that he was in charge of the premises, none of the property was disturbed or removed. He did not return to the premises after that. He had no conversation with the defendant, that he recollected.

JAMES HOLSLANDER, being recalled for further cross-examination, testified that the defendant did not accompany Mrs. Lieberman the first time she went to the store that night. Mrs. Lieberman went away, and returned in the defendant's company, about 9 o'clock.

WILLIAM MAHONEY, being duly sworn, testified that he was a fire patrolman, attached to Fire Patrol No. 2. He took charge of the premises in question on the 17th of April, about 4 o'clock, relieving Holtslander. He remained in the premises continuously from that time until the 11th of May, with the exception of one



**POOR QUALITY  
ORIGINAL**

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Sunday morning, when he was relived by Davidson. He knew when Mr. Bielfeld made his inventory. At the time the inventory was made, the things in the store were in the same condition in which they were when he, th witness, took charge, with the exception of what the Fire Marshal had taken away.

MR. McNULTY, being recalled, testified that he had owned the premises in question about three years. The partition which divided the stores was in the building when he bought it. The partition did not support the floor above in any way.

THOMAS F. FREEL, being duly sworn, testified that he was an assistant to the Fire Marshal of the City of New York. He arrived at the premises in question on the night of the 16th of April, about 12 o'clock. He found that there had been a fire in the shoe store occupied by the defendant. He found a strong odor of kerosene oil, when he arrived on the premises; and, on examining the premises, he found a sheet that was wet with



**POOR QUALITY  
ORIGINAL**

0722

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kerosene oil, and a large amount of excelsior. The excelsior was on the floor; the sheet was folded up, and was lying on a chair. The excelsior was among a lot of shoes, and was wet with kerosene oil. He found the defendant and the defendant's brother on the premises. There was burning on both sides of the store. There were drawers about three feet up from the floor, and, above the drawers, there were shelves, on which were boxes of shoes. He found particles of a cotton fabric tucked in between the boxes of shoes. He also found particles of cotton fabric in the corners of the drawers. There were marks of burning on the drawers, and the fabric was burned. At the time he took out the particles of the cotton fabric they had an odor of kerosene. He asked the defendant if he was the occupant of the store; the defendant said he was. "I asked him how long he had occupied the store, and he said about six months. I asked him if he was insured; he said he was. I asked him the amount of his insurance; he said \$3,000. I asked him in what companies; and he

**POOR QUALITY  
ORIGINAL**

0723

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told me in two companies, \$1,500 in each company; the London, Liverpool and Globe and the Stuyvesant Insurance companies. I asked him the value of the stock, and he said three thousand dollars. I asked him if he had been in business at any other place; and he said no, he started in business there. I asked him how much capital he had when he started in business; and he said, \$2,500 in cash. I asked him how much he owed on his stock, and he said about \$500. I asked him if he was in the premises at the time the fire broke out, and he said he was not. I asked him when he left the premises, prior to the fire, and he said that he and his wife had left the premises together, between 1 and 1:30 that afternoon, and that they proceeded to the house of his parents-in-law, at 58 Norfolk street, and that, at half-past 2, they left 58 Norfolk street, with his father and mother-in-law, and went to 42 Jones street Newark, New Jersey, and visited the house of an uncle-in-law of his. When he reached 42 Jones street He did not find his wife's uncle home, and

**POOR QUALITY  
ORIGINAL**

0724

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that the party then returned to New York, and went to 58 Norfolk street, and reached there about 6 o'clock in the evening. He said he remained at 58 Norfolk street until about half-past 8, when his brother-in-law came in and told him that his place had been on fire, and that he thereupon left 58 Norfolk street and came around to the store. I asked him who locked the place up; he said he did. I asked him how many sets of keys to the store there were; and he said that there was but one set of keys. I asked him who carried the keys, and he said that he carried the keys himself. I asked him if he had the keys in his possession from the time he locked up the store that afternoon until he came back, until after the fire, when he again reached the store; and he said that he had had the keys in his possession all that time. I pointed out and picked up some excelsior, saturated with kerosene oil, from the floor, and asked him what it was; he said it was excelsior. It was in very large quantities, and I called his attention to the fact at the time and

**POOR QUALITY  
ORIGINAL**

0725

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asked him what he used it for. He said he used it for stuffing the shoes, to give them a good appearance in the show-window. And I asked him why he put the oil on them, and he did not reply. I asked him if the kerosene oil was put on to enable it to go in the shoe easily, and he did not reply to that question. I asked him what he burned in the store, and in the room back of the store, and he told me he burned gas. I asked him if he used kerosene oil for lighting or any other purpose, and he said he didn't. I asked him if he had any vessel on the premises containing kerosene oil, and he said he hadn't. I asked him how the kerosene got on the excelsior, and he said he didn't know. I asked him how he accounted for the odor of kerosene on the premises, and he said he did not know, that he could not account for it." After the defendant had left, he, the witness, made a further examination of the place, and found a tin vessel, behind the stove in the back room. He took the top off the vessel and found that it contained kerosene oil. He pour-

ed the oil out of the can, and found that there was enough to fill the screw top of the can. He then made an examination of the windows and doors, and found that no forcible entrance had been effected. The door leading into the vacant store was barred with a wooden bar. He examined the shoes in the window and in the show-case and found that they were stuffed, to preserve their shape, with paper and curled hair. He did not find any of the shoes that were stuffed with excelsior. He found, in the room back of the store, a bedstead, a cooking stove and stove pipe, a dressing case, some articles of wearing apparel on the dressing case, and some wearing apparel hanging on the wall. There were no sheets or pillow cases on the bed.

JAMES MITCHELL, being recalled, testified that he went to the premises in question on the morning of the 17th of April. Witness then testified as follows: "I got there about 10 o'clock. I found a patrolman in charge, and I entered the premises and made an examination of



**POOR QUALITY  
ORIGINAL**

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the premises. I found evidences of fire throughout the whole of the shoe store. I found a good deal of charring, burning, on the drawers, shelving and the partition separating the stores, the vacant store from the shoe store. The drawers contained shoes, and there were boxes on the shelves, containing shoes. These boxes were all touched by the fire, more or less. " The outside of the showcase show evidences of heat. He found, piled up against the shelving, a misselaneous collection of shoes, some much burned and some very slightly burned. There were some empty boxes on the floor. He found a considerable quantity of excelsior scattered over the floor. He took up some of the excelsior which had been burned and smelled it, and it had the odor of oil on it. The effects of the fire were all over the store. The woodwork and slewing was blistered and discolored. There were evidences of heat and scorching in the show window. He found particles of excelsior, some burned and some not burned, on the shelves. The defendant and his wife



entered the place, and he had a conversation with the defendant. Freel was present at most of the conversation. He corroborated Freel in respect to the conversation with the defendant. He was present when the appraiser was taking an account of stock. At that time he noticed that the shoes in many of the boxes were not mates -- a pointed shoe and a square toed shoe, a lace and a button shoe together. All the shoes in the show-case were stuffed with brown paper or hair.

In cross-examination the witness testified that he knew a Mr. Vaughn, a public adjuster, but he did not know that Mr. Vaughn had valued the things in the defendant's place at \$2,100.

LEWIS HOROWITZ, being duly sworn, testified that he lived at 45 Eldridge street. He worked for Isador Block, 32 Ludlow street, in the crockery and tin-ware business. He knew Mrs. Lieberman. Mrs. Lieberman was living at 35 Ludlow street. He knew Mrs. Lieberman's daughter, who married the defendant. He remembered hear-

**POOR QUALITY  
ORIGINAL**

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ing of the fire in the defendant's store. About two or three weeks before he heard of the fire, he saw the defendant's wife in the store where he was employed. He sold the defendant's wife a kerosene can at that time.

ALBERT BIELEFELD, being duly sworn, testified that he was a manufacturer of shoes. He was a member of the firm of Bielefeld & Swan, 93 Reade street. He had been engaged in the manufacture of shoes for thirty years, and was familiar with the value of the different grades of shoes. At the request of the Fire Marshal he made an inventory of the stock of shoes in the defendant's place, on the 19th of April. While he was engaged in taking the inventory, the defendant entered the place, very much excited. There were two or three other people with the defendant. The defendant demanded to know what he, the witness, was doing there; and he replied that he had been sent there to take an inventory of the stock. The defendant ordered him out of the store. He told the

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defendant that he went there by authority, and that the man in charge would see that he did not damage the goods. The defendant insisted that he must leave the place at once, and he put on his coat and left. He reported to the Fire Marshal, the next morning, and the Fire Marshal sent him back to complete his inventory. He returned to the premises on the 26th and completed his work. The statement shown to him by the District Attorney was a copy of the inventory and estimates of the value of the goods. The values were the sound values. The stock, "as a class of goods for a store of its size, was very ancient, old fashioned." He found quite a number of odd shoes -- 116 pairs of mismated shoes were found by him. The shoes which he found in that store were worth, in his estimation, \$1,463.34, and the machinery he estimated at \$150, making \$1,653.34. He took an account of everything that he saw in that store pertaining to the shoe business.

THOMAS F. FREEL, being recalled, testified that he first spoke to

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the defendant about the insurance policy on the night of the fire, about midnight. He asked the defendant if he was insured, and the defendant said he was. He asked the defendant how long he had been insured, and the defendant said he had been insured two weeks. "I asked him where his insurance policies were, and he said he did not know. I asked him if it was not singular, his being insured only two weeks, and not knowing where his insurance policies were; and he said he didn't know where they were." He saw the defendant again the next morning and asked him if he had the policies, and the defendant said that he had. He asked the defendant to allow him to look at them, and the defendant handed them to him. He looked at the policies and made a note of the companies and the amount and put the policies in his pocket. The defendant said, "You have no right to do that." The defendant's wife and mother "chimed in and said, 'Those policies belong to us, and you should not take them.'" The defendant said, "You are exceeding your authority; when you do

that, you are virtually robbing us of our papers, and you are committing a robbery." He said that if he was not justified in doing that, they knew what course to pursue. He subsequently turned the policies over to the Fire Marshal, in the presence of the defendant.

KATE LIEBERMAN, being duly sworn, testified that she lived at 13 Norfolk street. The defendant's wife was the sister of her husband. She remembered the day of the fire in the defendant's shoe store. On that morning she was at her mother-in-law's house, 56 Norfolk street. Her mother-in-law, her sister-in-law, and the defendant were there. Mrs. Isaacs, Mrs. Lieberman, and Mr. Lieberman left the house between 2 and 3 o'clock, and the defendant went out, saying that he was going to the barber's to have his shoes shined. They all returned home together. The defendant did not go out again that night until they heard of the fire. Her husband was the one who brought the news about the fire. Her husband said that the defend-

ant's store was on fire, and the defendant "sat there and said nothing." Her husband went out and then the defendant went out. On the morning before the fire, her husband said to her, in the presence of the defendant, that the defendant's new stock was down at his mother's house, and his mother's old stock was down at the defendant's store.

In cross-examination the witness testified that she was not living with her husband at the time of the trial and had not been living with him for three months preceding the trial. The first person to whom she told her story was her father. She knew that her father had been to see the defendant in the Tombs. She left her husband because he was in the habit of going to disorderly houses. She had been trying to get a divorce from him. Her father, at her request, had gone to the defendant's wife and mother and told them that, if they would give her evidence with which to secure a divorce from her husband, she would not testify against the defendant.



MORRIS KLINKOWSTEIN, being duly sworn, testified that he lived at 417 East 119th street. He knew the defendant, and had given bail for him, when he was first arrested. He subsequently received a notice to produce the defendant in court, and he searched for the defendant. He did not find the defendant, although he looked for him for six or seven weeks. He subsequently learned where the defendant was. He next saw the defendant on the City of Paris, when the defendant landed in New York. He, the witness, was accompanied by Detective Sergeant Trainer. The defendant was then placed under arrest. He received information from the defendant's father that the defendant would be on the City of Paris.

In cross-examination the witness testified that he had been informed by the defendant's parents that he had taken an ocean voyage, for consumption.

FOR THE DEFENCE, EDWARD O. ROCKWOOD, being duly sworn, testified that he was collector and assistant credit man with the house of A. J. Bates & Co., wholesale boots and

and shoes, on Church street. He knew the defendant and had known him about three years. He knew other people who knew the defendant. The defendant's general reputation for honesty, sobriety, and general good conduct was good, as far as he knew.

In cross-examination the witness testified that he knew shoe dealers in the neighborhood of where the defendant's father had a shoe store who knew the defendant. He did not know that he had ever heard the defendant's character discussed.

ABRAHAM SCHWARTZ, being duly sworn, testified that he was in the shoe business, at 1,685 Third avenue. He had been in the shoe business for eighteen years, and had known the defendant for eleven years. The defendant's character for honesty, general good conduct, and sobriety was good. He knew other people who knew the defendant. About ten years before this trial, the defendant had worked for him for nine or ten months, and during that time he had found the defendant to be an honest boy.

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AARON MOSES, being duly sworn, testified that he was a shoe manufacturer, at 177 Lewis street, and had been in that business about twenty-three years. He knew the defendant, and had known him about five years. The defendant's general reputation for honesty and general good conduct was good, as far as he knew.

GEORGE LIEBRECHT, being duly sworn, testified that he was a shoe manufacturer, at 438 East Houston street, and had been in that business about twenty-three years. He knew the defendant, and had known him three or four years. He knew others who knew the defendant. He thought that the defendant's reputation for good conduct was very good; he had never heard anything against the defendant.

MAX JORISCH, being duly sworn, testified that he kept a jewelry store. He had formerly been in business at 63 Norfolk street. He had known the defendant six or seven years. The defendant's general reputation for general good conduct and honesty was good.

ISAAC MORRIS, being duly sworn, testified that he was in the shoe business, at 327 Eighth avenue, and had been in that business twenty-one years. He knew the defendant. The defendant's general reputation for honesty was good.

(It is conceded that, if Mr. Brodsky, of Delancey street, a furniture dealer, and Mr. Starr, a tobacco dealer, of Delancey street, were present, they would testify to the defendant's good character.)

SARAH LIEBERMAN, being duly sworn and examined through the Official Interpreter, testified that she was the defendant's mother-in-law. She lived at 69 East Broadway. At the time of the fire, the defendant lived in Norfolk street. She had dinner at the defendant's house on the day in question. The defendant, the defendant's wife, her, the witness's, husband, and another girl were present. About 3 o'clock she, her husband, the defendant and the defendant's wife left

the house, and went to Newark, New Jersey. She did not know on what railroad they went to Newark. They arrived in Newark about half-past 4 o'clock, and went to the house of her brother-in-law. She could not remember the name of the street on which her brother-in-law lived, but she thought the number of his house was 240. They got to her brother-in-law's house about 5 o'clock, but did not meet her brother-in-law. They remained in her brother-in-law's house until about half-past 5. They left the Newark depot about 6 o'clock. While they were sitting in the depot, a neighbor of theirs, Mrs. Rosenstock, who lived in Broome street, entered, accompanied by two other ladies. They waited for the train about fifteen or twenty minutes, and then returned to New York. The three ladies whom they met in the Newark depot accompanied them to New York. It was about half-past 6 or 7 o'clock when they reached Jersey City. They arrived at her, the witness's, house at about 7 o'clock. The defendant remained in her house until after 8 o'clock. The defendant was in

her company from the time they left New York until they returned. Her son, Willy Lieberman, informed her of the fire which had happened that night in the defendant's place. It was about 8 o'clock when she heard of the fire. As soon as the defendant heard of the fire, he left the house. The defendant left the house with her son.

In cross-examination the witness testified that her son, Willy Lieberman, and his wife, Kate Lieberman, who had been a witness for the People, were at her house when they returned. When the defendant heard of the fire he seemed to be very much excited. Kate Lieberman did not go out that night. She, the witness, did not see the defendant's mother on the night in question. The defendant and Willy Lieberman returned between 10 and 11 o'clock. She did not know what ferry they crossed in going to Newark. At the time of the fire she, the witness, lived in Norfolk street. The defendant and his wife lived on the floor above the one on which she lived, at the time of the fire.



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GEORGE FEDER, being duly sworn, testified he was a merchant. He appraised the stock that was found in the premises in question, after the fire. He did not appraise the stock in the place where the fire occurred, but he appraised it in a basement, somewhere on the East side. He could not remember the number or the name of the street where he appraised the stock. He did not know how the stock got to that basement. He could not remember the month in which he made the appraisal. He examined the stock at the request of Mr. Vaughan, an adjuster. He identified an inventory shown to him by counsel for the defence as the inventory which he had made of the stock. He examined the goods, as an appraiser, to give them their value. A Mr. Cohen appraised the stock at the same time he, the witness, did. Mr. Cohen appraised the stock for the insurance companies. He and Cohen agreed upon the valuations which were to be given to the shoes. In examining the stock of shoes in question, he had found shoes which were not mates in the same box; but that was not unusual.

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He had found shoes that way before, in his former experience. He had made about a dozen appraisements before the one in question, and had been in the shoe business for twenty-two years. The sound value of the shoes which he found in the stock which he examined was \$1,820.27, and the fixtures \$138.35. He valued the household furniture at \$79. There was also some clothing there. He valued everything which he found there -- shoes, housegold furniture, clothes -- at \$2,186.02. He found some new, mismatched shoes, but he did not think he found as many as 191 pairs.

In cross-examination the witness testified that he found between twenty-five and thirty pairs that were not mates; outside of that, all the shoes that he found were mates. He found 1,870 pairs of shoes in the stock that he examined. He found seventy-four pairs of over-gaiters. If he found a single shoe, and could not find a mate for it, in making up his appraisalment he would put the single shoe in as a pair, and take it for granted that the

other shoe had been lost or burned. He was not able to place a sound value on three pairs of shoes shown to him by the District Attorney, "because he had never handled anything like that." Mr. Vaughan had given him a list, before he made the appraisement, of what it was claimed had been paid for the stock. The sound values which he had given agreed with the prices which, it was claimed, had been paid for the goods; he supposed they had the bills for the goods, but he did not see them.

HENRY E. VAUGHAN, being duly sworn, testified that he had been ten years and a half in the Fire Department of the City of New York, was an exempt fireman, and served over ten years in the Fire Patrol. He examined the stock in the defendant's place, about four weeks after the fire. He made an inventory of the stock which he found there. Defendant's Exhibit No. 1, (the appraisement testified to by the preceding witness), was in the hand-writing of one of his clerks, and had been written in his, the witness's,

presence and under his supervision. The paper was a correct inventory of what he found in the defendant's place. The sound values were established by the bills of purchase, which had been furnished to him by the defendant. He did not appraise the stock which was in the defendant's place; he was not an appraiser, he was an adjuster.

In cross-examination the witness testified that some of the bills which he received from the defendant were damaged by fire. The bills were all made out to the defendant, at 424 Grand street. He did not see any bill for goods from the defendant's father. He did not know anything about the various grades and qualities of shoes. The defendant assisted him, somewhat, in sorting the shoes which were in the place. He did not find any shoes which were not mated. He remembered a fire which had occurred at 625 Third avenue, in the place of Max Silberman, about four or five years before this fire in question. He remembered a fire at 1,178 Third avenue, in the place of one Rosenbaum. He did not

recognize any of the stock that he found in the defendant's place as part of the stock that was in Rosenbaum's or Silberman's place.

ALEXANDER COHEN, being duly sworn, testified that he was a shoe salesman, at 178 Grand street. He had been a salesman in the shoe business for about ten years, and was pretty well acquainted with the value of shoes. He examined a stock of shoes, in the year 1893, with the witness Feder. He examined the shoes in a basement, in Clinton street, but he did not know the number of the place. When he went to the place he had the inventory, Defendant's Exhibit 1, in his possession. He was requested to go to the place by a man named Harris, who was connected with some of the insurance companies. He examined the stock which he found in the basement, and marked on the inventory the prices of the different goods. The total sound value of the goods which he found in the basement was a little over \$2,100.

In cross-examination the witness testified that that amount included everything that he found--

household furniture, clothing, and everything else. He agreed with Mr. Feder in regard to the values, and arrived at his estimate in about the same way that Feder did.

FANNIE KAUFFMAN, being duly sworn and examined through the Official Interpreter, testified that she lived in Spruce street, Newark. She was a widow, and had lived in Newark eight years. She lived in Newark with her sister, Annie Marchel. She did not know the defendant. On Sunday, in 1893, her cousin went to visit her. She went to the depot with her cousin, when her cousin was about to return to New York. In the depot her cousin met Mrs. Lieberman, and remarked that she would have company to New York. She, the witness, was thereupon introduced to Mrs. Lieberman. Her cousin's name was Rosenstein. She, the witness, was also introduced to Mr. Lieberman, the defendant, and the defendant's wife. Eight days after her cousin's visit, she, the witness, was at her cousin's house, in New York, and her cousin spoke to her



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about the defendant. She was sure that she saw the defendant in Newark on Sunday. It was about 6 o'clock when the train on which the defendant left for New York left the Newark depot.

In cross-examination the witness testified that it was the Market street depot to which she with with Millie Rosenstein. The defendant's mother-in-law had requested him to be a witness in the case.

ANNIE MARCHEL, being duly sworn, testified, through the Official Interpreter, that she lived in Spruce street, Newark, with her husband and her sister, the preceding witness. She had seen the defendant once before, at the Market street depot, in Newark, one Sunday. She thought it was about the middle of April, 1893, when she saw the defendant. She was sure the defendant was the man she had seen. Mrs. Rosenstein was her cousin. It was about 6 o'clock when she was at the depot.

In cross-examination the witness testified

that she had never seen the defendant before the day in question, and had not seen him subsequently, until this trial. The defendant had been pointed out to her, since the beginning of this trial, "and she did not immediately recognise him," because "she had no chance to see him well in the face.

AMELIA ROSENSTEIN, being duly sworn, testified, through the Official Interpreter, that she lived at 205 Broome street, in this city, and was a married woman. She had lived at 205 Broome street for ten years. She knew the defendant's mother-in-law and father-in-law. She remembered having been in the city of Newark on the first Sunday after Easter in 1893, to visit her cousins, the two preceding witnesses. She left her cousin's house at half-past 5 and went to the Market street depot. She arrived at the depot about 6 o'clock, accompanied by her cousins. She found Mrs. and Mr. Lieberman in the depot. Mrs. Lieberman pointed out two persons to her and said, "This is my daughter and this is my son-in-law." She recog-

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ORIGINAL**

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nized the defendant as the man who had been pointed out to her by Mrs. Lieberman as her son-in-law. She accompanied Mrs. Lieberman to New York. She did not know what time it was when she reached New York, but it was about twenty-five minutes after seven when she reached home. After arriving in New York she took a Grand street car. Mr. and Mrs. Lieberman, the defendant, and the defendant's wife also got on the car with her. The Liebermans and the defendant got out at Norfolk street. She first heard of the defendant's arrest on the following morning, and she heard then that he was charged with having started the fire.

In cross-examination the witness testified that she did not go into Mrs. Lieberman's house when she got back. She had never seen the defendant before she saw him in Newark on the night in question. The defendant had never been pointed out to her. She had never pointed the defendant out to her cousin, Mrs. Marchel.

MEYER LIEBERMAN, being duly sworn, testified, through the Official Interpreter, that he was a cigar maker, and worked for Mr. Rosenstein, corner of Barclay and Greenwich streets. He was the defendant's father-in-law. On the day in question he lived at 58 Norfolk street. He remembered that the fire in the defendant's store took place on a Sunday, in April. On that day he went to Newark, New Jersey, with his wife, his daughter, and the defendant. They went to see his, the witness's, brother. They arrived in Newark about 4 o'clock. It was about 6 o'clock when they left the Market street depot, on their return. In the depot they met some of his wife's friends. They arrived in New York "it may have been five minutes before or five minutes after 7 o'clock." From the time that he left New York, on that day, until the time that he got back from Newark, the defendant was in his company.

In cross-examination the witness testified that his brother lived at 42 John street, Newark. His brother was not in on the day in question, and

they waited about half an hour in front of his house, to see if he would return. It was exactly 6 o'clock when they entered the Newark depot, because there was a train just pulling out of the depot.

In re-direct examination the witness testified that he was not in the habit of taking trains frequently, and he did not look at the time-table. He did not know how to read.

WILLIAM LIEBERMAN, being duly sworn, testified that he lived at 96 East Broadway, at the time of the trial, with his father and mother. The defendant was his brother-in-law. He was a married man. He was a cigar-maker and worked for Isaac Tischman & Son, corner of Barclay and Greenwich streets. He remembered the day on which the fire occurred in the defendant's store. He was at home that day, at 58 Norfolk street, with his wife, his father, and his mother. The defendant and his wife went to that house, that afternoon, about half-past 2 o'clock. They stayed there about ten or fifteen minutes, and then the defendant, his

wife, his, the witness's, mother and father went away from the house. He next saw the defendant when they returned that night, about 7 o'clock. His wife was present when they returned. They had supper, and afterwards played a social game of cards. After playing about an hour, he, the witness, took a can and went out for some beer. While he was getting the beer, in the saloon, a man told him that his brother-in-law's place was on fire. He ran up stairs, and, on account of his sister's condition, he was afraid to tell them of the fact, and he called the defendant one side and he told him his store was on fire. His mother, his father, his wife, his sister, and the defendant all ran down to the fire. They reached the place about half-past 8 or a quarter to 9. He left the defendant in the store, and went back to the house to get the defendant's coat.

In cross-examination the witness testified that the man who told him of the fire was a friend of his father's, but he did not know his name. The man lived some place in Division street, and was a



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cigar maker. He did not see the defendant's father or mother on the day in question; but he saw them at the fire, when he got there. He did not see the defendant's brother on the day in question. The fire in question was the only one which had occurred in the defendant's place. He remembered a fire that occurred when the defendant had some candles on a ladder; that was on a holiday. During the week preceding the fire he had heard some talk about the trip to Newark; but he had not heard anything said about a fire in the shoe store. He did not hear any one say that, while they were in Newark, Ralph Isaacs, the defendant's brother, could set fire to the store and that then they could prove that the defendant was in Newark at the time. He did not hear any one say, after the fire, that, if the defendant had been in New York and not in Newark, that the fire would have been more of a success. It was not a fact that the defendant returned to the house about 6 o'clock.

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LIZZIE ISAACS, being duly sworn, testified that she was the defendant's wife. She remembered the day of the fire in the defendant's store. At that time she was pregnant with child. They were living back of the store at that time. Her mother went to their house that morning, and invited her and the defendant to go to Newark with her, that afternoon. She and her husband left the store that afternoon, about 2 o'clock, and went to her mother's house, 58 Norfolk street. She, the defendant, her mother and her father left the house, 58 Norfolk street, about half-past 2 and took a car to the Desbrosses street ferry. It was about 3 o'clock when they got to the ferry. They went to Newark and to her uncle's house. When they were entering the depot, to return to New York, a train was just leaving the depot. While waiting in the depot they met Mrs. Rosenstein and two ladies who accompanied her. They arrived on the New York side of the ferry about 7 o'clock, took a Grand street car, and went to her mother's house. She saw Kate Lieberman at her mother's house. They pay-

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ed casino until about eight o'clock, when her brother went out to get something to drink. When her brother returned, he called the defendant aside and said something to him. The defendant got excited and said, "Oh, my God! give me my hat and coat and let me go," and he ran out of the house with her brother. She, the witness, her mother, her father and her sister-in-law ran after the defendant. Previous to the fire, she had a two-quart oil can in her apartments. She had bought the can three or four months before the fire, and had a little oil in it. When she bought the can, she was living in Ridge Street, and she took it to the store in Grand Street. She bought the can from the witness Horowitz. They did not use the oil in the Grand Street place, because they used gas. She did not know of the existence of any oil in the store, except what was in the can. She did not know that there was any oil in the lamps that were there, because they were not used. She knew what excelsior was. They used

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excelsior in the store, for stuffing the shoes in the window. They sometimes used hair for stuffing the shoes, and when the hair got soft, they used excelsior. She noticed the partition when she entered the store, but she did not notice whether or not it was out of position. Most of the burning was on the right hand side of the store. She had heard that dynamite was an explosive, but she did not know what it was. She did not know anything about the miss-mated shoes which were in the store. None of the shoes which were in that store had been put in the place from her father's or mother's store.

In cross-examination, the witness testifies that when they left the store on the day in question, the partition was all right. The excelsior was kept in a draw near the partition which separated the store from the living apartments. She, the witness, had never stuffed any of the shoes in the window or show case, and had nothing to do with the management of the store; but she had

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seen shoes stuffed with excelsior. When she arrived at the store on the night in question, after the fire, the shoes in the show window were all scattered about. She and her husband had been living in the rear of the store for about three or four months. There were pillow cases on the pillows, and sheets on the bed. When she left the store on the afternoon in question, she left three dresses hanging on the partition between the living room and the store, which were covered with a white sheet. The sheet was almost destroyed. She did not see the defendant's brother, Ralph, on the day in question. The defendant returned to her mother's house some time after twelve o'clock, and said that Freel had put him out of the store. She remembered having a conversation with Mr. Mitchell the morning after the fire. She remembered telling Mr. Mitchell that she had taken an oil can there with her, when she moved there from Ridge Street. To the best of her knowledge, the only oil that was in the store, on the afternoon in question,

when she left it, was contained in the oil can.

MORRIS ISAACS, THE DEFENDANT, being duly sworn, testified, in his own behalf, that he was twenty-five years of age. He did not set fire to his store on the day in question; nor did he participate in causing it to be set on fire. On the day in question he left the store about half-past two in the afternoon, with his wife. From that time, until he was told in the evening, that his place had been burned, he did not know anything about it. He left New York about three o'clock and went to Newark, N. J. Returning, he arrived in New York about seven o'clock. He arrived at his mother's house, in Norfolk Street, about a quarter after seven. His brother-in-law informed him about the fire, and that was the first he knew of it.

IN REBUTTAL, ALBERT BLELEFELD, being recalled, testified that he had found the shoes shown to him by the District



Attorney in the defendant's store. He had searched the store carefully, but had been unable to find mates for them. From the style of the shoe, he could say positively that it had been made not less than fifteen or twenty years before this trial. The other shoe shown him had been made eight or ten years before the trial. A pair of baby shoes shown to him by the District Attorney were shoes which he had found in the defendant's place. One of them had been made fully twenty years before this trial, and the other, ten or twelve years.

JAMES MITCHELL, being recalled, testified that there were "slow matches and fuses which would take some time to burn before reaching an object; it would depend on conditions." He had walked from 58 Norfolk Street to 424 Grand Street. Walking at a moderate pace, it took him two minutes and a half.

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Inventory taken of Morris Isaacs Store  
424 Grand-st New York City April 20<sup>th</sup> 21<sup>st</sup> 26<sup>th</sup> 1893

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|        |     |                |                        |      |        |
|--------|-----|----------------|------------------------|------|--------|
| Lot 1. | 22  | P Ladies Shoes | 125                    |      | 27 50  |
| "      | 2.  | 72             | " " "                  | 90   | 64 80  |
| "      | 3.  | 24             | " Tripes               | .75  | 18 00  |
| "      | 4.  | 48             | " Childs               | .60  | 28 80  |
| "      | 5.  | 83             | " Mens                 | 1.00 | 83 00  |
| "      | 6.  | 32             | " " "                  | 1.50 | 48 00  |
| "      | 7.  | 10             | " " "                  | 1.00 | 10 00  |
| "      | 8.  | 14             | " Ladies               | 1.00 | 14 00  |
| "      | 9.  | 6              | " Trip Oxford          | .40  | 2 40   |
| "      | 10. | 12             | " Button               | .75  | 9 00   |
| "      | 11. | 8              | " Childs               | .65  | 5 20   |
| "      | 12. | 24             | " Ladies Slippers      | .40  | 9 60   |
| "      | 13. | 9              | " Mens                 | .50  | 4 50   |
| "      | 14. | 11             | " Youths Button        | .75  | 8 25   |
| "      | 15. | 20             | " Mens Over Gaiters    | .33  | 6 60   |
| "      | 16. | 7              | " Ladies Button        | 1.50 | 10 50  |
| "      | 17. | 9              | " " Slippers           | .40  | 3 60   |
| "      | 18. | 8              | " " Button             | 1.25 | 10 00  |
| "      | 19. | 6              | " Mens                 | .75  | 4 50   |
| "      | 20. | 11             | " " "                  | 1.00 | 11 00  |
| "      | 21. | 55             | " Assorted shoes       | 1.00 | 55 00  |
| "      | 22. | 77             | " Ladies Oxfords       | .65  | 50 05  |
| "      | 23. | 5              | " Youths               | .60  | 3 00   |
| "      | 24. | 16             | " Mens                 | 1.00 | 16 00  |
| "      | 25. | 15             | " Ladies               | .75  | 11 25  |
| "      | 26. | 116            | " Trip Mates West side |      |        |
| "      | 27. | 9              | " Ladies Slippers      | .40  | 3 60   |
| "      | 28. | 4              | " " Oxford             | .65  | 2 60   |
| "      | 29. | 10             | " Asst Boots           | 1.00 | 10 00  |
| "      | 30. | 19             | " Brogans              | .85  | 16 15  |
| "      | 31. | 7              | " " "                  | .85  | 5 95   |
| "      | 32. | 144            | " Asst Shoes           | 1.00 | 144 00 |
| "      | 33. | 74             | " " "                  | 1.00 | 74 00  |
| "      | 34. | 25             | " Odd Shoes            | 1.50 | 37 50  |
| "      | 35. | 21             | " " "                  | 1.00 | 21 00  |
| "      | 36. | 15             | " " "                  | 1.00 | 15 00  |
| "      | 37. | 70             | " Ladies               | 1.00 | 70 00  |
|        |     |                |                        |      | 875 35 |

Rec'd

Brought forward 8 75.35

|        |    |                       |     |            |
|--------|----|-----------------------|-----|------------|
| Lot 38 | 93 | Pr Asst Shoes         | 40  | 37.20      |
| " 39   | 14 | " Youths              | 75  | 10.50      |
| " 40   | 35 | " Boys                | 90  | 31.50      |
| " 41   | 24 | " Asst Shoes          | 50  | 12.00      |
| " 42   | 6  | " Boys                | 85  | 5.10       |
| " 43   | 48 | " Ladies Over Gaiters | 25  | 12.00      |
| " 44   | 41 | " Asst Shoes          | 50  | 21.50      |
| " 45   | 16 | " " "                 | 75  | 12.00      |
| " 46   | 8  | " " "                 | 100 | 8.00       |
| " 47   | 15 | " Mens                | 200 | 30.00      |
| " 48   | 12 | " " "                 | 135 | 16.20      |
| " 49   | 8  | " " "                 | 160 | 12.80      |
| " 50   | 6  | " " "                 | 135 | 8.10       |
| " 51   | 13 | " " "                 | 175 | 22.75      |
| " 52   | 5  | " Ladies Shoes        | 90  | 4.50       |
| " 53   | 6  | " Mens                | 250 | 15.00      |
| " 54   | 12 | " " "                 | 125 | 15.00      |
| " 55   | 14 | " " "                 | 200 | 28.00      |
| " 56   | 6  | " " "                 | 125 | 7.50       |
| " 57   | 8  | " " "                 | 160 | 12.80      |
| " 58   | 14 | " " "                 | 125 | 17.50      |
| " 59   | 11 | " Asst                | 125 | 13.75      |
| " 60   | 7  | " Mens                | 150 | 10.50      |
| " 61   | 15 | " " "                 | 150 | 22.50      |
| " 62   | 12 | " " "                 | 140 | 16.80      |
| " 63   | 14 | " " "                 | 125 | 17.50      |
| " 64   | 6  | " " "                 | 100 | 6.00       |
| " 65   | 17 | " Asst                | 100 | 17.00      |
| " 66   | 8  | " " "                 | 125 | 10.00      |
| " 67   | 9  | " " "                 | 115 | 10.35      |
| " 68   | 7  | " " "                 | 125 | 8.75       |
| " 69   | 5  | " Slippers            | 50  | 2.50       |
| " 70   | 75 | " Trip Mats east side |     |            |
| " 71   | 15 | " Mens Asst. Shoes    | 100 | 15.00      |
| " 72   | 9  | " Asst                | 60  | 5.40       |
| " 73   | 18 | " Youths              | 85  | 15.30      |
| " 74   | 8  | " Asst                | 100 | 8.00       |
|        |    |                       |     | \$ 1394.65 |

POOR QUALITY  
ORIGINAL

0761

321

Brought forward 1394 65

|        |    |                |                                      |   |     |                |
|--------|----|----------------|--------------------------------------|---|-----|----------------|
| Lot 75 | 12 | P <sub>n</sub> | Best Shoes                           | @ | 100 | 12 00          |
| " 76   | 39 | "              | Childs                               | " | 40  | 15 60          |
| " 77   | 31 | "              | "                                    | " | 60  | 18 60          |
| " 78   | 10 | "              | "                                    | " | 35  | 3 50           |
| " 79   | 12 | "              | Slippers                             | " | 50  | 6 00           |
| " 80   | 18 | "              | Rubbers                              | " | 18  | 3 24           |
| " 81   | 15 | "              | Childs                               | " | 65  | 9 75           |
| " 82   |    |                | Show Case                            |   |     | 25 00          |
| " 83   |    |                | Button Fastener Machine              |   |     | 15 00          |
| " 84   |    |                | Fixtures in Store Chairs + Oil Cloth |   |     | 150 00         |
|        |    |                |                                      |   |     | <u>1653.34</u> |

Total Number Shoes 1657  
Overgarters 68

POOR QUALITY  
ORIGINAL

0762

6:15 PM  
Edward Kelly - 12th Precinct - Was  
on first tour Sunday April 16/93 - Had  
a post on Grand St. between Ridge  
and Norfolk. Began trying doors at  
Clinton St. went East to Ridge St.  
tried the door at No. 424 Grand St. shoe  
store. There was a shade down on door -  
The first time I ever saw the shade down.  
- went as far as Ridge St. - Crossed  
to South side of Grand St. - and walked as  
far as Clinton St. - Crossed to North side  
of Grand St. and walked back as far  
as Attorney - When about 5 feet from  
store heard an explosion and saw a flame  
and heard saw glass break from ad-  
joining store - Partition was bulged out.

Ran to alarm box corner Clinton & Division  
and rang alarm - went back to store -  
stayed till Engines arrived - Then went  
to Station House & got out reserves.

Thomas O'Hearn - Cpts. Hook & Ladder 18 -  
84 Attorney St. - 2 blocks from fire - alarm  
came in at 6:44 P.M. - went to Attorney  
& Grand St. - Broke down door of shoe store  
at 424 Grand St. - found fire along side  
wooden partition - in N.E. corner of store  
- fire extended about 7 feet - fire ex-  
tending from floor to ceiling - lumps  
of <sup>Excelsior</sup> <sup>& Calico</sup> were on floor - bits of <sup>Excelsior</sup> <sup>& Calico</sup>  
on shelves all the way up to ceiling.

Very strong odor of kerosene - especially  
in Calico and Excelsior - The Excelsior  
& Calico were damp. Partition right over  
fire was bulging out about 10 or 12 inches  
up to ceiling.

Shoe case was on East side of store  
for 9 feet inside the door.

Partition in back of store was only about  
7 feet high - some clothes hanging on a  
nail on other side partition had taken  
fire - some stock in store was scattered  
about.

Looked for kerosene oil lamp ~~in case~~  
and could find none - Found 2 small  
lamps in back room - They were dry and in  
no way connected with fire.

Picked up debris left it in charge of Fire  
Patrol.



POOR QUALITY  
ORIGINAL

0764

Louis Herwitz - 45 Eldridge St. - Knows Mrs. Isaacs  
the daughter of Mr. Liberman about 5 years -  
- remember day in last April when I went  
to Fire Marshal's Office in 67<sup>th</sup> Street near  
3rd av. - about 3 weeks before that sold  
a tin kerosene can to her - It was a quart  
can.

George C. Reinhardt - Hook & Ladder 18 -  
went to fire on April 16 - at 4:14 & Grand St.  
went in behind Captain O'Hearn - saw  
front door broken down - flames on both  
sides of store - between shelves - most of  
flame was in N. E. corner of store -  
found Excelsior & linens saturated with  
kerosene on the floor - pieces of linen &  
Excelsior was among shelves -  
fire was clear up to ceiling.

The partition between stores bulged out  
a foot - some clothes on back of partition  
were burnt.

Next day - went there, when Mrs. Mitchell  
was there and saw a light cloth material  
tacked to partition shoe boxes & the fabric  
extended along shelves -

James Hulslander - Fire Patrol No. 2 - arrived at fire about 6:50 P.M. on right of fire was relieved by Mr. Jax a Patrolman in Fire Patrol No. 2 about 7:30 P.M. I returned on the next morning about 10 or 10:30 A.M. when I relieved Mr. Jax - I remained there till 4 P.M. on that afternoon when I was relieved by Mr. Mahoney. During the time that I was in the place nothing was taken out and nothing was removed from where it was when I arrived.

Michael Jax Patrolman in Fire Patrol No. 2 - relieved Mr. Hulslander about 7:30 P.M. at night of fire. remained till about 10:30 on the next morning and then was relieved by Mr. Hulslander. Nothing removed during the time that I was in charge.

William Mahoney Patrolman in Fire Patrol No. 2 - took charge of Store No. 424 Grand Street where fire was on April 17/93 about 4 P.M. when I relieved Mr. Hulslander - remained there till May 11/94. Nothing was taken before inventory was made.

bedding taken  
out  
?

Henry McMulty - 43 Greenwich Av. - owner of No. 424 Grand St. Owned the house last April at time of fire. Isaacs was in store 6 or 7 months. He occupied the store and room back of it.

On April 9, 1893. I went for rent to Mr. Isaacs' place. I said to defendant, "Mr. Isaacs I came for the rent." Isaacs gave me \$35 for rent. I said "Mr. Isaacs your month is always up on the 7th of the month; there are 28 days' rent coming to me and here is \$8 back to you for the 7 days so that your rent will come due on the 1st of the month; I'm going to alter the store; take away wooden partition and make one store of it. He then said "I'll burn up the old ranch before I leave her."

House was 6 stories high - 96 feet deep on Attorney St. and was tenanted by 75 families.

Thos. J. Treel Asst. to Fire Marshal -  
got to fire about midnight on night of  
fire - found a <sup>fire</sup> patrolman, Mr. Hulelander  
in charge -

Found premises consisted of store  
& a back room, separated from store  
by a wooden partition. Store was divided  
through its entire length by a wooden  
partition which reached to ceiling & divided  
it from another store to the east and on  
the same premises.

The part which was used as a store  
had shelving & drawers on east and west  
sides.

The fire was in part used for store  
purposes in North East Corner of store.  
When I reached premises found a number  
of shoes scattered ~~around~~ piled on floor  
on each side and a large quantity of excelsior  
in the store, which was soaked with  
kerosene oil. Also found a large  
piece of sheeting saturated with kerosene  
oil. Partition bulged eastward about 1 foot.

Upon examining the shelving found in  
the corners of drawers, on the shelving and  
between shoe boxes on shelving, particles  
of burnt & partly burnt fabric.  
Along the shelving & partition many small  
particles of excelsior were found sticking.

When I visited premises the defendant and his brother were in the store. I asked defendant if he was the proprietor. He said "Yes" - I asked him how the fire occurred and he said that he did not know. I asked him if he were on the premises at time of fire. He said "No". I asked him whether the place was open. He said "No" - I asked him if the place was closed & who closed it. He said that he himself closed the place about 1 P.M. in the presence of his wife. He said that he & his wife then left & went to home of his parents-in-law at 58 Norfolk St. that he, his wife, father-in-law & mother-in-law went to 42 Jones St. Newark N.J. to call on Charles Lieberman, his wife's uncle. Upon arriving there they found nobody home & they returned to 58 Norfolk St. reached there about 6 P.M. and remained there <sup>until</sup> his brother-in-law told him of fire.

He said that there was but one set of keys to premises that he carried them & had them in his possession all day. Asked him if he used kerosene oil on premises & he said "No." Asked him if he had any kerosene on premises & he



said "No" we burn & gas & do not use kerosene for any purpose.

I called his attention to burned & partly burned fabric on partition, and in shelves & tucked in between shoe-boxes, & asked him how they got there. He said that he did not know & could not explain it.

I called his attention to kerosene soaked in Excelsior & asked him what it was there for. He asked that he used it for stuffing shoes to put in show-cases & show-windows.

I asked if he soaked it with kerosene so that it might enter shoe easily & he said "No." I asked him how kerosene got on Excelsior & he said "No."

<sup>that he did not know</sup> I asked him how he went to Newark from 58 Norfolk St. He said that he left from 58 Norfolk St. soon after he arrived there then he went by Desbrosses St. ~~from~~ arrived at Newark about 2:30 P.M.

Did not know<sup>at</sup> what time he took train coming or going.

He said he was in business about 6 months in that place. (Never was in business before. He said that he had \$1500 when he started in business; owed \$500 for stock. Paid rent on 1<sup>st</sup> of Month.

Did not return to store after 1 P.M. until about 8:30 P.M. Insured for \$3000. That his

POOR QUALITY  
ORIGINAL

0771

Stock was worth about \$3000. Procured insurance about 2 weeks before fire. An agent had urged him to get insured about 2 or 3 times a week. Did not know where his policies were.

Found a 2 qt. kerosene oil can in back room along side stove - no fire in stove - kerosene oil can was new and it contained enough kerosene to fill cover on screw top.

Examined <sup>all the</sup> shoes that were stuffed & found they were all stuffed with curled hair or paper & not one was stuffed with excelsior.

Bed in back room had no sheet

POOR QUALITY  
ORIGINAL

0772

District Attorneys Office.  
City & County of  
New York.

18

James M. Trainer - Central Office -  
arrested Morris Isaacs on a bench  
warrant Nov. 25, 1893 - Took Isaacs  
from one of the vessels of the American  
Line - foot of Christopher St. (Either  
the "Paris" or "City of New York") -  
He was pointed out by the bondsman -  
Took him to Police Headquarters -  
Thence to District Attorneys' Office &  
thence to Tombs -

POOR QUALITY  
ORIGINAL

0773

Headquarters  
Fire Department

Bureau of Fire Marshal,  
157 & 159 East 67<sup>th</sup> Street,

New York, February 7th, 1894.

Col. John R. Fellows,

District Attorney,

No. 32 Chambers Street, City.

Dear sir:

Permit me to call your attention to the fact that there are two cases of Arson, in which indictments were obtained early in the past year, which have not yet been called for trial. One of them, that of Morris Isaacs, of No. 424 Grand Street, indicted in May last, is in my opinion of much importance, as striking at one of the East side combinations, and I should, therefore, urge its being taken up as soon as possible. ~~The other is a short~~ case that can speedily be disposed of. There are other cases, arising in the present year, which I do not specify, which no doubt will receive due attention.

Very respectfully yours,

*Jas Mitchell*

Fire Marshal.

POOR QUALITY  
ORIGINAL

0774

Headquarters  
Fire Department

Bureau of Fire Marshal,

157 & 159 East 67<sup>th</sup> Street,

New York, February 7th, 1894.

Col. John R. Fellows,

District Attorney,

No. 32 Chambers Street, City.

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Very respectfully yours,

*Jas. Mitchell*

Fire Marshal.

**POOR QUALITY  
ORIGINAL**

0775

Lve N.Y. 1.00 2.00 2.45 ~~2.80~~ 4.00 4.30  
 Arr Newark Market 2.35-2.33. 3.15- 4.34 5.05

2.45- 3.00 4.00  
 3.15- 4.00 4.30

Lve Market 8 5.14 5.48 6.05 6.18 6.37  
 Arr N.Y. 5.40 6.20 6.30 6.40 7.00

5.00 5.46 5.57 6.08 6.21 6.33 7.00  
 5.35- 6.23 6.33 6.50 7.00 7.35



- |                         |                      |
|-------------------------|----------------------|
| 1 Alexander Walker      | 7. Benj. C. McInchad |
| 2 Henry P. Havens       | 8. Daniel J. Dickel  |
| 3 Albert Stern          | 9. Harry C. Adams    |
| 4 Hiram W. Raker        | 10. Jacob Zenn       |
| 5 Daniel W. Warner      | 11. Daniel K. Young  |
| 6 Alfred M. Heinsheimer | 12. Charles Thayer   |

admission of left. was in view of his manufacturing which

Howe turned on before fireman went into place -

Curran Stage Dr. Chang & Give taken to the Prince

Character

Edw. O. Rockwood.

Abm Schwarz - Shoe business - 1685 -

Amos Moses - Shoe Mfr. 177 Elm - St.

Geo. Lieberich " " 438 E. Franklin

Max Tonsch - Jeweler - 63 Norfolk St.

Isaac Morris - Shoe Bus - 337 - E. Ave.

Brodsky - Druggist - Delaware St

Star Tobacco

William and

Miss Lieberman 69 E. Broadway - deft was living in Norwalk  
 St. at time of fire - At 1 o'clock I had dinner there  
 I was there alone - At dinner Isaac's wife, myself  
 and another girl. After dinner went no where with left.  
 Stayed in house abt 1/2 hour after dinner. Then I  
 went to Newark. I left house nearly 3 o'clock

Myself daughter, son in law & husband -  
Went over Ferry - & took R.R. train -  
Arrived at Newark ~~about~~ at 1/2 past four.  
Went to Chas Lieberman and my husband, both  
240 I think, I do not know what time we  
got to house, about 5 o'clock - We went in  
but did not meet him - We remained there until  
about 1/2 past 5 o'clock - Then we went to the depot  
and left about 6 o'clock. When in Newark  
Mrs. Rosen etc. (Bessie Et. came into depot  
with two ladies - Annie (Archell) Fannin (Kaufman))  
We waited in depot about 15 or 20 minutes - Then  
returned to N.Y. Arrived at home by 6<sup>30</sup> or 7 o'clock  
In N.Y. all went to my house 58 Norfolk, arrived  
there about 7 o'clock or later - Left remained  
there until 8 o'clock - After 8 - My son told  
me of fire - after 8 o'clock - Left was then there and  
he went out with my son immediately - They  
returned together after 9 o'clock -

X E. u

Freder

2186.02 ✓  
~~1058.50~~

Solid Value Shares - 1820.27 -  
Stock of 138.25  
Homeless Fund 137.56

28.50

Max Silberman  
625-3<sup>rd</sup>

Hy E. Vaughan  
1178-3<sup>rd</sup> Ave

Vaughan. against

Alvin Cohen - Shoe Silberman 178<sup>th</sup> Street at  
Street shoes in basement Clinton St, through New  
Harris Cedar St

Kaufman - Spruce St, Newark live with  
sister Annie Marshall - At 5<sup>30</sup> Cousin & Devent  
to ~~Market St.~~ to ~~Madison~~ depot, Lullie Rosenstein -

Annie Marshall at 5<sup>15</sup> she said she must  
go home - then we had supper and at 5<sup>30</sup> left  
home for depot - Mrs Rosenstein did not  
speak to defendant

Annie Rosenstein 205 Jerome left at 5<sup>30</sup>  
entered depot at 6 o'clock - left Newark  
3 minutes after 6 - reached ~~Newark~~ home  
7<sup>25</sup> Reached N.Y. Took Grand St  
Car - They rode to Norfolk St & went  
to Jerome - St my home -

Mr Silberman left N.Y.  
left Newark  
arr N.Y. 6<sup>55</sup> or 7<sup>05</sup>

Mr. Lieberman 96 E. Rway  
saw deft come up with his wife abt 2<sup>30</sup> & stayed  
10 or 15 minutes & then left.

When they come home again - I was home  
with my wife & after supper we played  
casino - for about an hour - & went for  
beer. Someone told me about fire

I told him his place was on fire. Morris &  
I ran to fire as quick as possible got there  
abt 8<sup>30</sup> or 8<sup>45</sup> & went in & saw fire  
patrolman. I left him there & went  
home for his coat

Lizzie Isaacs - were then living back of store  
On that Sunday had dinner there -  
Left about 2 o'clock. Husband locked store  
Went to morning left at 2<sup>30</sup> & took car to  
Deborahs St. Ferry - took 1/2 hr or 20 mins.  
Took ferry & train to Newark - Mont. Co. & took  
car to uncle's house, accident on car, delay 20  
min or 1/2 hour & got out & walked down to my  
uncle's house. Rang bell no one came out  
since we came & ~~thought~~ said they thought he  
was out. We waited awhile & a little girl came  
We waited about an hour & went back to ~~the~~ <sup>appt</sup>  
& just missed train. We arrived in N.Y. at ferry  
about 7 o'clock - & got home about 7<sup>30</sup>

then saw Kate Lutherman & Brother Willy - & had dinner  
& then played casino. After 8 o'clock Willy  
went for beer & came back & called my husband  
& my husband said Give me my hat & coat  
let me go. Brother & Morris came here &  
whispered something to my husband - He said  
Oh My God - He had his overcoat off. Brother  
ran out. We ran after them. I, my mother  
& my sister in law - asked what was matter  
where are you running to. ~~Brother~~ After I  
felt sick & after I went down to - There  
I found everything upset some parts burned.  
The kerosene oil can - I bought three or four  
months before fire - I was then living at Ridge  
St - I bought it at ~~Ridge St.~~ Beraks -  
Used no lamps in store - Knew of  
no kerosene in store except in lamps  
& can. Excelsior was for stuffing shoes  
in windows. Hair felt & was soft -  
Parkhin was not noticed to be out of place -

Morris Isaacs - denial -

List of Witnesses in People vs.  
Morris Isaacs - Arson

Jacob Isaacson - 2<sup>nd</sup> floor - 424 Grand  
 Max Ascher - 4<sup>th</sup> " 424 Grand  
 Chief J. J. Ahearn - 84 Atty. St.  
 ✓ Capt. Thos. O'Hearn 84 Atty St.  
 ✓ Geo. C. Reinhardt 84 Atty St.  
 Asst. Fireman C. Gatenberth 269 Henry St.  
 ✓ Michael Fox  
 ✓ Jas. Mulvander } Patrol No. 1.  
 ✓ Mr. Mahoney } Great Jones St.  
 Thos. Davidson }  
 A. Bielefeld 93 Reade St  
 Thomas J. Meel } Fire Marshal's Bureau  
 James Mitchell }  
 Charles Ling }  
 ✓ Louis Herwitz }  
 ✓ Moses Berman } 26 Hester St.  
 Kate Lieberman }  
 ✓ Henry W. Mully 43 Greenwich Av.  
 ✓ Edward Kelly 12<sup>th</sup> Precinct.  
 M. Klinkenstein 133 Delancey St.  
 James W. Trainer C.O.



POOR QUALITY  
ORIGINAL

0782

Peo

Loano

Loano. Mcbraces

POOR QUALITY  
ORIGINAL

0783

New York General Sessions.

-----x  
The People, etc., x

- against - x

Morris Isaacs, x  
-----x

TO THE HON. RANDOLPH B. MARTINE,

We, the undersigned, residents and citizens of the City of New York, humbly beseech your Honor to extend to the above named defendant all the clemency and leniency consistent with your sense of duty.

The defendant has heretofore borne an excellent character, and has a wife and young child dependent on him for support.

Dated April 10th, 1894.

*A. B. Bates 202 Church St*  
*H. Combs*  
*E. M. W. Ford*  
*E. Sanford*  
*E. J. Davis*  
*L. E. White*  
*Wm. A. Gave*  
*J. Simon*  
*Carl Reed 144 Duane St*  
*Wm. Byr 126*  
*A. H. H.*  
*Young & Bryans 80 & 82 Beade St*  
*Dennis Brady*  
*Frank E. Rutland*

*S Marks*

*J. Friedenstein 353 Grand St*  
*J. Lichter 362 Grand St*  
*W. Wolf*

*J. Dole 372 Grand St*

*Robert Starr 127 Delancey St*

*Julig Brodusky 123 Delancey*

*Ed. O. Esiman 147 Delancey St*

*Wm. Gersten 119 Norfolk St*

*Louis Silver 133 Broome St*

*Speibel* 141 Broome St

*Isaac Van Heere 34 Delancey St*

*J. Salisch 78 1/2 Delancey St.*

*Max Gross 39 Attorney St*

*Wolf. Pologe - - - 149 Broome St*

*Adam, Gernand 82 Sheriff St*

*Patrick O'Keefe 105 Broome St*

*W. Steif 155 Broome St*

*J. Hollander 73 Pitt St*

*M. Lowell 59 Broome St*

*Louis Oliver 204 Delancey St*

*A. W. Bailey 288 Kensington St*

Louis Schuss 210 Delaney  
Elias Myers 16 Ridge St  
George Ridderhoff 163 Delaney  
J. M. D. Friedlander 107 Clinton  
Max Hochstein 147 Delecyst  
William J. Levey 116 Suffolk St  
W. Feldman 26 Stanton St  
George Horn 387 Grand St  
Leopold Adler 388 Grand St  
~~Emil Adler~~  
Ben Vorzner 41 Bond St  
Rev. David Epstein 72 Suffolk  
Sig. Rosenberg 93 Suffolk St  
Hymen Cohen 42 Orchard St

POOR QUALITY  
ORIGINAL

0786

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

.....being duly  
sworn, says that he resides at No. .... Street, in the City of  
New York; that he is ..... years of age; that on the ..... day of .....  
189 , at Number ..... in the City of  
New York, he served the within ..... on .....  
the ..... by leaving a copy thereof with .....

Sworn to before me this  
day of ..... 189 }

*A. General Sessions*

*The People*

Plaintiff,

against

*Morris Isaacs*

Defendant.

*Petition for  
Clemency*

**HOWE & HUMMEL,**

Attorneys for

*Def.*

87 & 89 Centre St., New York City.

Due and timely service of copy of the within  
hereby admitted

this day of ..... 189

Attorney,

To .....

To  
Esq.,  
Attorney,

Please take notice that the within is a copy of a  
duly made and  
entered in the within entitled action, and filed in the office  
of the Clerk of the within named Court, at his office in the  
Court House in the City Hall of the City of New  
York, the day of ..... 189 .

Dated

189 .

Yours, &c.,

**HOWE & HUMMEL,**

Attorneys,

87 & 89 Centre St.,  
New York City.

To

Esq.,

Attorney.

Please take notice that the within  
will be presented for settlement to

Hon.

one of the Justices of the within named Court, at the  
Court House in the City Hall of the City of New York, on  
the day of ..... 189 , at  
o'clock in the forenoon, or as soon thereafter as  
counsel can be heard.

Dated

189 .

Yours, &c.,

**HOWE & HUMMEL,**

Attorneys,

87 & 89 Centre St.,

N. Y. City.

POOR QUALITY  
ORIGINAL

0787

CITY AND COUNTY }  
OF NEW YORK, } ss.

1921

aged 44 years, occupation Foreman Fire Department of No. 84 Attorney

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

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

Sworn to before me, this 18th day of April, 1899.

Thomas O'Leary

Chas. J. O'Leary

Police Justice.

CITY AND COUNTY }  
OF NEW YORK, } ss.

1921

aged 44 years, occupation Foreman Fire Department of No. 84 Attorney

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

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

Sworn to before me, this 18th day of April, 1899.

Thomas J. O'Leary

Chas. J. O'Leary

Police Justice.



POOR QUALITY  
ORIGINAL

0788

CITY AND COUNTY }  
OF NEW YORK, } ss.

1921

aged 30 years, occupation Patrolman Police Department of No. \_\_\_\_\_

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

Sworn to before me, this 18th day of April, 1893. } Edward Kelly

[Signature]

Police Justice.

CITY AND COUNTY }  
OF NEW YORK, } ss.

1921

aged 35 years, occupation Asst. Foreman Fire Department of No. \_\_\_\_\_

73 Rutgers Street, being duly sworn, deposes and  
says, that he has heard read the foregoing affidavit of James Mitchell  
and that the facts stated therein on information of deponent are true of deponent's own  
knowledge.

Sworn to before me, this 18th day of April, 1893. } Thomas J. Meel

[Signature]

Police Justice.

POOR QUALITY  
ORIGINAL

0789

1332

CITY AND COUNTY }  
OF NEW YORK, } ss.

POLICE COURT, 3 DISTRICT.

of No. 159 East 67<sup>th</sup> Street, aged 35 years,  
occupation Cash for In arrears being duly sworn, deposes and says  
that on the 14 day of April 1893

at the City of New York, in the County of New York, Dependent caused  
the arrest of one Morris Isaacson on  
the suspicion of having committed the  
Crime of Larceny by entering into the  
premises 424 Grand Street and  
Dependent asked that said Isaacson may  
be held to enable dependent to produce  
the proper evidence in Court

Thomas F. Freely

Sworn to before me this

of

1893

day

Police Justice

POOR QUALITY  
ORIGINAL

0790

3283  
Police Court, District.

Ex. adj. do 18 Apr. at 9 AM  
at depts request

THE PEOPLE, Etc.,  
ON THE COMPLAINT OF

vs.  
Morris Isaac

AFFIDAVIT.

25 Apr. Pres. 424 Grand St.

Dated April 17 1893

Koch Magistrate.

Sung as Officer.

Witness,

Disposition,

POOR QUALITY  
ORIGINAL

0791

Sec. 192

*424*  
District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss.

Undertaking to appear during the Examination.

An information having been laid before  
of the City of New York, charging  
with the offence of

*Joseph Koch*  
*Morris Isaacs*

Police Justice  
Defendant

*Arson*

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

WE, *Morris Isaacs*

Defendant of No. *424 Grand*

Street, by occupation a *Shoe dealer*; and

by occupation a *Signer* of No. *133 Delancey* Street,

that the above-named *Morris Isaacs* Surety, hereby jointly and severally undertake

shall personally appear before the said Justice, at the *3rd* District Police Court in the City

of New York, during the said examination, or that we will pay to the People of State of New York the

sum of *Twelve* Hundred Dollars.

Taken and acknowledged before me this *21*

day of *April* 189*3*

*Maurice Klunkowstein*  
*Morris Isaacs*

*Morris Isaacs*

*Joseph Koch*

Police Justice.



POOR QUALITY  
ORIGINAL

0792

City and County of New York, ss.

Sworn to before me this  
28th day of April 1893  
Police Justice

the within named Bail and Surety, being duly sworn, says, that he is a resident and  
holder within the said County and State, and is worth Eight Hundred Dollars,  
exclusive of property exempt from execution, and over and above the amount of all his debts and liabilities, and

that his property consists of Houses & Lots in which I have  
1/2 interest, at 62 - 64 Leroy St. Inf City  
valued at \$52000.00. Entered for \$36000.  
Maurice Klu Kowalek

District Police Court

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

vs.

Maria Saacs

Undertaking to Answer.

Taken the 26 day of April 1893

Justice.

POOR QUALITY  
ORIGINAL

0793

Police Court, 3rd District.

City and County } ss.  
of New York,

of No. 159 East 67th Street, aged 53 years,  
occupation Fire Marshal, being duly sworn, deposes and says,  
that on the 16th day of April 1893, at the City of New  
York, in the County of New York, at or about the hour of 10  
o'clock, in the afternoon

one Morris Isaacs, now present, did wil-  
fully and feloniously set fire to and burn a  
certain building known as No. 424 Grand Street  
situated in the 13th Ward of the said City of  
New York, the same being a dwelling house  
in which there was a human being at the  
time of the said setting on fire, to wit: one  
John Richter, a tenant in said house; in  
that the said Morris Isaacs, the occupant  
of the said house 424 Grand St., did by  
means of cloths and excelsior saturated  
with kerosene oil, and by the further means  
of an explosive, the character of which is  
unknown to deponent, set fire to his shoe  
store at or about the hour mentioned above,  
an explosion having preceded the fire, by which  
the partition separating the store of the said  
Morris Isaacs from the next adjoining store  
on Grand St. was displaced and a window  
of plate glass in the latter was blown out;  
as witnessed by Officer Edward Kelly; further  
that the store of the said Isaacs, when the  
firemen arrived, was found to be securely  
locked and closed, the said firemen, Thomas  
J. Ahearn, Thomas O'Hearn and George C. Rein-  
hardt, being compelled to break in the door  
of said store to gain an entrance; that  
the said firemen when the fire was extinguished  
and prior thereto, did find in said store a  
stray odor of kerosene oil, and did upon  
examining the said store find cloths and  
excelsior spread over the floor of said  
store, the cloths and excelsior being saturated  
with kerosene oil; that, subsequently, upon

POOR QUALITY ORIGINAL

0794

a further examination of the premises by me  
Thomas F. Tree and by deponent fragments of  
a light cotton fabrics were found attached to  
the drawers in the fixtures of said store and  
thrust between the boxes of shoes on the shelves  
in said store and tacked to the end of a  
box on the shelf of said store, the intention of  
so stretching cloth in front of the goods on said  
shelves, being, it is alleged and believed, to be  
to convey the fire along said goods and to destroy  
the same, in order that the said Morris Isaac  
might claim and collect from the Insurance  
Companies in which he is insured the amount  
of such insurance; that the amount of insurance  
on the property at the time of the fire was \$3000.  
which amount, in the opinion of deponent, is greatly  
in excess of the value of such property - Deponent therefore  
prays that the said Morris Isaac be held to the debt in  
accordance to law

J. Mitchell

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 he to be discharged.  
Dated 188  
Police Justice.

Sum of \$3000 in the  
City of New York 1893  
J. Mitchell

Police Court-- District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

1  
2  
3  
4

Offence,

Dated 188  
Magistrate.  
Officer.  
Clerk.  
Witnesses,  
No. Street,  
No. Street,  
No. Street,  
\$ to answer Sessions



POOR QUALITY  
ORIGINAL

0795

New York April 12, 1894,  
To Hon. Judge.

R.B. Martine  
Dear Sir,

Please allow me  
and my young baby to plead  
for mercy to you for my  
husband Morris Isaacs and  
now Your Hon. Judge I ask  
of you a favor as I would of  
a father to help his child  
and now ~~with~~ me and my  
baby are in your hands  
if my husband gets send  
away it will leave me  
and my baby go begging.

1

Your Hon. Judge,

I have no place  
to go my parents are poor and  
cant not help me for my father  
is a sick man and does not earn  
money enough to Doctor his self  
so I write to you as a child  
would to her father to help  
me, and I also let you know that  
my husband is innocent and  
God is our witness that he is.

Dear your Hon. Judge,

You are  
the only one that can save me and  
my baby from starving and  
you are also the only one in the  
name of God that can save my  
husband so I beg of you for mercy  
with a troubled and bittered heart  
to help me.

Lizzie Isaacs  
and Baby Isaacs

POOR QUALITY  
ORIGINAL

0797

(1335)

Sec. 198-200.

CITY AND COUNTY }  
OF NEW YORK, } ss.

3 District Police Court.

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

Question. What is your name?

Answer. *Morris Isaac*

Question. How old are you?

Answer. *25 Years*

Question. Where were you born?

Answer. *Germany*

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

Answer. *424 Grand Street, 6 months*

Question. What is your business or profession?

Answer. *Shoe Dealer*

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

Answer. *I am not guilty*  
*M Isaac*

Taken before me this

day of

*March 1899*

Police Justice.

POOR QUALITY  
ORIGINAL

0798

Ex. att. to 21. April. at 2 P.M.  
after request. bail granted  
\$2500-  
Apr 28-2 P.M.

BAILED  
No. 1, by W. J. Sullivan  
Residence 136 W. 10th St.  
No. 2, by W. J. Sullivan  
Residence 136 W. 10th St.  
No. 3, by W. J. Sullivan  
Residence 136 W. 10th St.  
No. 4, by W. J. Sullivan  
Residence 136 W. 10th St.

Police Court... District.

328 798 458

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

James J. Sullivan  
169 W. 10th St.  
New York

Offense Arson

Dated

April 28

1893

10th Magistrate.

Drug Officer.

25 Precinct.

Witnesses

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

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No.

No.

No.

No.

No.

No.

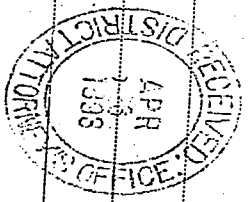
No.

No.

No.

No.

No.



No. 2500  
to answer W. J. Sullivan  
Street 136 W. 10th St.

W. J. Sullivan

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

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

Dated, April 28 1893 Thos. J. Sullivan Police Justice.

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

Dated, May 10 1893 Thos. J. Sullivan Police Justice.

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

Dated, May 10 1893 Thos. J. Sullivan Police Justice.

POOR QUALITY  
ORIGINAL

0799

Inv. by 15 21. April. at 2 P.M.  
after request. trial put off

\$2500-

Apr 28 - 2 P.M.

BAILED

No. 1.

136 Madison Street

Residence

No. 2. by

Residence

No. 3. by

Residence

No. 4. by

Residence

No. 5. by

Residence

Police Court... District.

328 219 458

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

James Mitchell  
109 St. 67  
Moro Jacobson

Offense

Dated

April 17

1893

160th Magistrate.

Aug. 25 Officer.

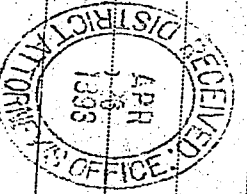
Witnesses

No.

Street.

No.

Street.



No.

Street.

No.

Street.

to answer by J. J. Miller

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

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

Dated, April 20 1893 Thos. D. L. Police Justice.

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

Dated, April 20 1893 Thos. D. L. Police Justice.

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

Dated, April 20 1893 Thos. D. L. Police Justice.

0800

THE CITY OF NEW YORK  
DEPARTMENT OF RECORDS AND INFORMATION SERVICES  
MUNICIPAL ARCHIVES

SEPARATION SHEET

INSTRUCTIONS: For each item or unified group of items separated, complete two exactly duplicate forms. Place one form within the collection at the exact place the separated item would occupy if it could remain in the collection. File the other form with the separated item in its new location.

DESCRIBE ORIGINAL LOCATION OF ITEM (S):

1. Record Group:

COURT OF GENERAL SESSIONS  
INDICTMENTS

2. Subgroup:

3. Series:

COURT OF GENERAL SESSIONS  
INDICTMENTS

4. File Unit & Box No.

Isaacs, M. May 1893 "I"  
Box 521 Folder 4749

5.

BRIEF DESCRIPTION OF ITEM (S):

Insurance Papers

\*54

SEPARATED TO:

6. New Location:

Oversize box

7. Room:

8. Date Separated:

12-4-97

9. Separated By:

M.L.



1000 typed at p 3000.

Witnesses:

Eric Marshall

J. W. Martell

228

Counsel,

Filed

189

Pleads,

THE PEOPLE

vs.

I

25

424 Grand St

Morris Isaac

Arson in the [Section 48, Penal Code.] Degree.

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Chas. J. [Signature]

Part 2 - March 29 1894.  
Grand and Connected

S.P. 8 915

Wd. 1344 / P.B.M.

0001

No. 47800-13

\$1.500  
5/12

# Charlton & Thomas and Globe INSURANCE COMPANY.

POOR QUALITY  
ORIGINAL

LIVERPOOL

1, DALE STREET.

NEW YORK, WILLIAM STREET.

LONDON

CORNHILL & CHARING CROSS.

In Consideration of the Stipulations herein named and of

Does Insure Morris Leases

Twenty two Dollars Premium

From the 23<sup>rd</sup> day of March 1893, at noon, to the 23<sup>rd</sup> day of March 1894, at noon,

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

To an amount not exceeding Fifty Hundred Dollars

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

\$125.00 - On Store, Warehouse and extra hazardous, including boxes, empty packages, samples, labels and supplies, the property of the assured, as above described

\$175.00 - On household furniture and utensils, useful and ornamental, beds, bedding, as above described

\$150.00 - On household furniture and utensils, useful and ornamental, beds, bedding, as above described

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\$150.00 - On household furniture and utensils, useful and ornamental, beds, bedding, as above described

subject to Electric Light Clause attached.

Form 100. (10 M-10-11.)

Liverpool and London and Globe Insurance Company.

ATTACHED TO POLICY No. 47800-13

PRIVILEGED to use Electric Lights in the above mentioned premises when the electric equipment is in full compliance with the Standard of the New York Board of Fire Underwriters, adopted January 12, 1883 and a certificate is obtained from said Board to that effect.

It being understood that no alterations shall be made in the equipment after certificate is issued with-out written consent from said Board.

Form 12. 10 M-10-12.

N. Y. and Penna. Standard.

Lightning Clause.

This policy shall cover any direct loss or damage caused by Lightning, (meaning thereby the commonly accepted use of the term Lightning, and in no case to include loss or damage by cyclone, tornado, or other storm,) the terms and conditions of this policy. Provided, however, if there shall be any other insurance or re-insurance covering the same property, this company shall be liable only for its proportion of the loss, and the amount of loss shall be determined by the company.

Attached to and forming part of Policy No. 47800-13 LIVERPOOL & LONDON AND GLOBE INSURANCE CO.

47 In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this company.  
48 This policy may be renewed by the insured under the original stipulations, in consideration of premium for the renewed term, provided that any increase of hazard must be made known to this company at the time of renewal of this policy shall be void.  
49 This policy shall be canceled at any time at the request of the insured, or by the company by giving five days notice of such cancellation. If this policy shall be canceled as hereinbefore provided, or become void or cease, the premium having been actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company reserving the right to make a short rate; except that when this policy is canceled by this company by giving notice it shall retain only the *pro rata* premium.  
50 If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or corporation having an interest in the subject of insurance, other than the interest of the insured as described herein, the conditions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such interest as shall be written upon, attached, or appended hereto.

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

52 In Witness Whereof, I, one of the Directors of the said company, have hereunto set my Hand and Seal this One Thousand Eight Hundred and thirty day of March 1893, in the year of our Lord

Not valid unless countersigned by Resident or Deputy Manager.

Examined,

Entered,

Countersigned,

Charles H. Marshall

Charles H. Marshall







**Assignment of Interest by Insured.**

The interest of \_\_\_\_\_ as owner of property,  
covered by this Policy is hereby assigned to \_\_\_\_\_  
subject to the consent of **The Liverpool & London and Globe Insurance Company.**

Dated \_\_\_\_\_

**Consent by Company to Assignment of Interest.**

The **Liverpool & London and Globe Insurance Company** hereby consents that the  
interest of \_\_\_\_\_ as owner of the property  
covered by this Policy be assigned to \_\_\_\_\_

Dated \_\_\_\_\_

Standard Fire Insurance Policy of the States  
of New York and Pennsylvania.

Expires Mar. 23. 1894  
PROPERTY 42nd Grand St. N.Y.  
AMT \$ 1500 PREMIUM \$ 22.75

M. Leach

10. 27 1893  
Appt. at City  
100 Grand St.

THE

**LIVERPOOL & LONDON & GLOBE**



**INSURANCE COMPANY.**

**ARNOLD & COHN,**  
**INSURANCE**

83 CEDAR STREET,  
ROOM 6 & 7, NEW YORK.

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

100 Grand St.

**DIRECTORS IN NEW YORK.**

Chairman—CHARLES H. MARSHALL,  
JOHN A. STEWART,  
J. E. PULSFORD,  
JOHN CROSBY BROWN,  
EDMUND D. RANDOLPH,  
Resident Manager—HENRY W. EATON,  
Deputy Manager—GEO. W. HOYT.

**DIRECTORS IN SAN FRANCISCO.**

Chairman—WILLIAM ALYDOR,  
LEVI STRAUSS,  
WILLIAM BABCOCK,  
LOVELL WHITE,  
Resident Secretary—CHARLES D. HAVEN,  
Assistant Secretary—C. MASON KINNE.

**DIRECTORS IN CHICAGO.**

Chairman—EZRA J. WARNER,  
LEVI Z. BEITER,  
HENRY W. KING,  
Resident Secretary—CROOKE & WARREN.

**DIRECTORS IN NEW ORLEANS.**

Chairman—GUSTAF R. WESTFELDT,  
L. C. FALLON,  
LUCAS E. MOORE,  
C. M. SORIA,  
Resident Secretary—HENRY V. OGDEN,  
Assistant Secretary—CLARENCE F. LOW.

A

**DIRECTORS IN LIVERPOOL.**

Chairman—ALFRED FLETCHER,  
GEO. MELLY,  
JOHN BIBBY,  
H. H. NICHOLSON,  
ARTHUR P. FLETCHER,  
Sir T. BROCKLEBANK, Bart.,  
A. CASTELLAIN,  
H. B. GILMOUR,  
S. SANDBACH PARKER,  
HUGH LYLE SMYTH,  
EDWARD J. THORNEWILL,  
ARTHUR EARLE,  
W. H. TATE,  
General Manager and Secretary—J. M. DOVE,  
Sub-Manager—T. I. ALSOP.

**DIRECTORS IN LONDON.**

Chairman—Sir CHARLES NICHOLSON, Bart., D.C.L.,  
Deputy Chairman—G. D. WHATMAN,  
WALTER PLEYDELL BOUVERIE,  
W. J. R. COTTON, Ald.,  
Hon. EDM'D DRUMMOND,  
FREDK FANNING,  
ARTHUR FLOWER,  
Hon. SIDNEY CARR GLYN,  
COSMO ROMILLY,  
Rearr Hon. LORD LAWRENCE,  
Actuary of the Company and Sec. Sec.—AUG. HENDRIKS.



# STUYVESANT

02/500



# INSURANCE COMPANY

# STOCK

**COMPANY.**

OF THE CITY OF NEW YORK.

Eighteen

**THE NEW YORK PUBLIC LIBRARY**

for the term of One Year

.....for me vermin  
March

Dollars.

ere, to wit:

AS SAID ITEM IS NOW OR MAY HEREAFTER BE CONSTITUTED,  
 \$ 120.00 Boots, Shirts, Socks, etc.  
 On Merchandise, not hazardous, hazardous and extra hazardous, including boxes, empty packages, samples, labels and supplies, the property of the assured, or held in trust or on commission, or sold but not delivered or removed; and  
 \$ 0.00 On Store and Office furniture and fixtures, safes, tools, implements, appliances, and utensils, typewriters, and attachments, gears, benches, shelving, awnings, partitions, showcases, carpets, machines and attachments, moulds, trucks, office and store supplies and signs contained in or attached to Building.

Situate No. 424 Grand Street New York City, is occupied exclusively  
 through to and being No. 22 dwellings above listed floor of

Through to and being the 1st dwellings above first floor!

\$ 175 On household furniture and utensils, useful and ornamental, beds, bedding, linen, plate, plated ware, silver ware, jewelry, crockery, glassware, mirrors, chandeliers, gas fixtures, carpets, printed music, books, paintings, photographs and engravings, and their frames, statuary and sculpture, bronzes, brie-a-brac, sewing machines, billiard tables, musical and scientific instruments, piano fortes, baby carriages, clocks, ornaments, jewels, watches, casks, trunks, valises, walking canes, umbrellas, models, curiosities, family stores, wines, liquors, kitchen utensils, fuel and wearing apparel. It being understood and agreed that this insurance covers as above the property of the assured, the family, servants and guests of the assured, contained in the building insured.

*As above described*

*Privilege to make alterations, additions and repairs, to use oil for lights and fuel, for other insurance, and to remain unoccupied portions of each year. It is understood and agreed that this policy is subject to the New York Standard Lightning Clause.*

CE Mead 983

ARNDT & COHN,  
83 CEDAR STREET,  
NEW YORK.

This company shall not be liable beyond the depreciation however caused, and shall in no event estimate, and satisfactory proof of the loss have been- and also to repair, rebuild, or replace the property lost or no abandonment to this company of the property des

This entire policy shall be void if the insured 1  
fact or circumstance concerning this insurance or the 2  
truly stated herein, or in case of any fraud or false 3  
the subject thereof, whether before or after a loss. 4  
This entire policy, unless otherwise provided, 5  
sured now or shall hereafter make or procure any 6  
in whole or in part by this policy; or if the subject of 7  
or in part again later than ten (10) days, or if it cease 8  
incurred by accident with the consent or knowledge 9  
insured by the herein described premises for use 10  
having a conditional and subject to warranty; or if the 11  
the subject of this warranty; or if the subject of this 12  
feasible; or if the subject of this warranty; or if the 13  
the knowledge of the insured, (whether before or 14  
policy by virtue of any mortgage or trust deed; or if 15  
process, title, or possession of the subject of insurance (e 16  
to consent or judgment or by voluntary act of the insured, 17  
gas or vapor be generated in the described building (or 18  
manufacture to the contrary notwithstanding) there be 19  
dynamic, other, fireworks, gasoline, Greek fire, gunpow 20  
or other explosives, phosphorus, or petroleum or any 21  
States standard, (which lens may be used for lights and 22  
provided it be drawn and lamp filled by daylight or at 23  
herein described, whether intended for occupancy by one 24  
ten days.

This company shall not be liable for loss caused 25  
1. Tonn, or military or insured power, or by order of any 26  
reasonable means to save and preserve the property at and 27  
premises; or (unless the causes, and, in that event, for 28  
liability for direct damage by lightning may be assumed 29  
if a building or any part thereof fall, except as the 30

7 small. Immediately cease.

8 This company shall not be liable for loss to account

9 nor, unless liability is specifically assumed hereon, for loss of

10 jewels, manuscripts, medals, models, patterns, pictures, &c.

11 tools, or property held on storage or for repairs; nor, beyond

12 or law regulating construction or repair of buildings, or for

13 any greater proportion of the value of plate glass, fresco

14 insurance on the building described.

15 If an application, survey, plan, or description of property

16 is warranted by the insured.

17 In any matter relating to this insurance no person or

18 company shall be concerned.

5 comp. This policy may by a renewal be continued under  
6 term, provided that any increase of hazard must be made  
7 such cancellation. If this policy shall be canceled at  
8 such cancellation. If this policy shall be canceled at  
9 actually paid, the unearned portion shall be returned on  
10 tomory short rate ; except that when this policy is canceled  
11 5 premium.

12 If, with the consent of this company, an interest in  
13 corporation having an interest in the subject of insurance  
14 tions hereinbefore contained shall apply in the manner ex-  
15 tions as shall be written upon, attached, or amended in

**This policy is made and accepted subject to the following conditions: any party shall have power to waive any provision or condition of this policy, and any such waiver shall have the same effect as if it had been made in writing and signed by the party waiving such provision or condition, unless so written or attached.**

**In Witness Whereof**, this company has executed and attested these presents this . . .

*A. E. Miller* Secretary.

..... ۱۸۹۳

*President.*

0805



THE  
STYLVEANT

020520

# RANCH COMPANY

STOCK

**OF THE CITY OF NEW YORK.**

## An Consideration of the Stimulations herein named and of

Eighteen

**Colony Spring**

Does Insure *Morris Isaac* from the *fifteenth* day of *March* 189*3*, at noon, to the *fifteenth* day of *March* 189*4*, at noon, for the term of *one year*

To an amount not exceeding *Fifty thousand* Dollars,  
*Summa in and out was in marriage of five, except as not in my set provision,*

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

richer means, fuel and wearing apparel. It being understood and agreed that this insurance covers as above, the property of the assured, the family, servants and guests of the assured, contained in the building insured.

As above described.

*Privilege to make alterations, additions and repairs, to use oil for lights and fuel, for other insurance, and to remain unoccupied portions of each year. It is understood and agreed that this policy is subject to the New York Standard Lightning Clause.*

ARNDT & COHN,  
83 CEDAR STREET,  
NEW YORK

CE Meadows Pk

8/5/20

one year @ 10%

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

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

[illegible]

This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commotion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all reasonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring premises; or (unless the causes, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but liability for direct damage by lightning may be assumed by specific agreement hereon.

This company shall not be liable for loss to accounts, bills, currencies, deeds, evidences of debt, money, notes, or securities; nor, unless liability is specifically assumed hereon, for loss to awnings, bullion, bonds, casts, curiosities, drawings, gems, implements, jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, stores or office furniture or fixtures, sculpture, tools, or property held on storage or repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise; nor for loss of or damage to the contents of safes, vaults, or plate glass, or decorations than which this policy shall extend to the whole inventory on the building described.

44 insurance on the building described.  
45 If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract and  
46 a warranty by the insured.  
47 In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this  
48 company.

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

17. If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the conditions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such interest as shall be written upon, attached, or appended hereto.

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

**An Mittegg** Whereof this company has executed and attested these presents this

March 1893

day of

Secretary.

*President.*

1893

0806



Assignment of Interest by Insured.

The interest of \_\_\_\_\_ as owner of property  
covered by this Policy, is hereby assigned to \_\_\_\_\_  
subject to the consent of STUYVESANT INSURANCE COMPANY.

Dated \_\_\_\_\_  
Note.—To secure Mortgages, if desired, the Policy should be made payable on its face to such Mortgagee as follows: To wit, if  
any, payable to John Doe, Mortgagee.

Consent by Company to Assignment of Interest.

STUYVESANT INSURANCE COMPANY hereby consents that the interest  
of \_\_\_\_\_ as owner of the property  
covered by this Policy, be assigned to \_\_\_\_\_  
Dated \_\_\_\_\_

THE  
STUYVESANT INSURANCE COMPANY.

No. 157 BROADWAY, NEW YORK.

CHARTERED 1851.

DIRECTORS.

GEO. B. RHOADS. SAMUEL P. PATTERSON.  
A. STEWART BLACK.  
DENNIS HENNESSY. SAMUEL WEEKS.  
NATHAN A. CHEDSEY.  
AUGUSTUS T. GILLENDER.  
WILLIAM OTTMAN. ROBERT B. STUYVESANT.  
MICHAEL COLEMAN.  
BENJAMIN WRIGHT.  
ANDREW MILLS. NELSON G. AYRES.  
FREDERICK ZITTEL.

GEO. B. RHOADS, President.  
SAM'L P. PATTERSON, Vice-Pres.  
C. A. GARTHWAITE, Secretary, A. E. MILLER, Asst. Secretary.

Standard Fire Insurance Policy of the State of New York.

EXPIRES March 15, 1894  
PROPERTY 474 Grand St N.Y.C.  
AM'T \$ 1500 PREMIUM \$ 18.00  
Morris Isaacs

No. 233305

THE  
STUYVESANT  
Insurance Company,

No. 157 Broadway, New York.



ARNOLD & COHN  
It is important that the written portions of all policies  
covering the same property read exactly alike. If they do not  
they shall be void. Uniform at once  
BROADWAY STREET,  
ROOM 6 & 7, NEW YORK.

0000

**REDUCTION  
CHANGED TO  
16X**





[illegible][illegible][illegible][illegible][illegible][illegible]

**POOR QUALITY  
ORIGINAL**



[illegible]

08 12

**REDUCTION  
RESTORED TO  
14X**



Court of General Sessions of the Peace  
OF THE CITY AND COUNTY OF NEW YORK.

526

THE PEOPLE OF THE STATE OF NEW YORK

against

*Morris Isaac*

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

*Morris Isaac*

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

The said *Morris Isaac*,

late of the *Fifteenth* Ward of the City of New York, in the County of New York aforesaid, on the *nineteenth* day of *April*, in the year of our Lord one thousand eight hundred and ninety-*three*, at the Ward, City and County aforesaid, with force and arms, in the *day* time of the said day, a certain *dwelling-house* of one *Isaac*, there situate, there being then and there within the said *dwelling-house*, some human being, feloniously, wilfully and maliciously did set on fire and burn, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

SECOND COUNT.

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

*Morris Isaac*

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

The said *Morris Isaac*,

late of the Ward, City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the Ward, City and County aforesaid, with force and arms, in the *day* time of the said day, a certain *dwelling-house* of one *Isaac*, there situate, there being then and there within the said *dwelling-house*, some human being, feloniously, wilfully and maliciously did set on fire and burn, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

DE LANCEY NICOLL,  
District Attorney.