

POOR QUALITY  
ORIGINAL

0732

SECOND COUNT----

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

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

The said

John Green  
late of the nineteenth Ward of the City of New York, in the County of New York  
aforesaid, on the twenty-sixth day of March in the year of  
our Lord one thousand eight hundred and ~~eighty-ninety~~ at the Ward, City and County  
aforesaid, with force and arms,

one overcoat of the value  
of twenty-six dollars

of the goods, chattels and personal property of one

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

Charles W. Allen  
unlawfully and unjustly, did feloniously receive and have; the said

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

JOHN R. FELLOWS,  
District Attorney.

0734

**BOX:**

391

**FOLDER:**

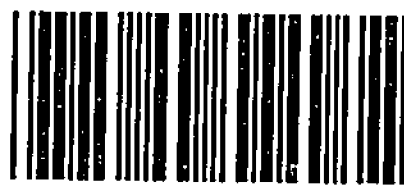
3646

**DESCRIPTION:**

Griesmeyer, Charles

**DATE:**

04/14/90



3646



POOR QUALITY  
ORIGINAL

0735

496.

H. Wells

290 Broadway

Counsel,

Filed

14 (day of)

1890

Pleas,

City of New York

THE PEOPLE

vs.

[Section 53, and 58c, Penal Code].  
(False Pretenses).  
LARCENY, Purse-snatching

F. May 26/90

Charles Greenmeyer

JOHN R. FELLOWS,

District Attorney.

10:20 am

April 30/90

May 20/90 13:10

A True Bill.

W. J. C. Berry

Foreman.

May 26/90

Witnesses:

Christopher Bunchel

John Mulholland

~~I in this case for appeal that  
the complainant is dead  
without his testimony we can  
ascertain he was de with I have  
more recommended that the  
defendant be the defendant and be  
discharged upon his own recogni-  
tance  
May 26, 1890  
W. J. C. Berry  
District Attorney~~

POOR QUALITY  
ORIGINAL

0736

Assignment of Mortgage.—81.

John Polhemus, Printer and Mf'g Stationer, 102 Nassau St., N. Y.

Know all Men by these Presents,  
That Charles Griesmeyer of the City  
County and State of New York party

of the first part, in consideration of the sum of One thousand  
dollars lawful money of the United States, to me in

hand paid by Constantin Vaubel of the same  
place party

of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has th granted, bargained, sold, assigned, transferred and set over, and by these presents do th grant, bargain, sell, assign, transfer and set over unto the said part y of the second part, a certain Indenture of Mortgage, bearing date the 26<sup>th</sup> day of August in the year one thousand eight hundred and eighty nine made by Gustav Eckel of the City of New York to me Charles Griesmeyer to secure the payment of the sum of one thousand dollars lawful money of the United States of America secured to be paid by a certain Bond or obligation bearing date with the before mentioned Mortgage in the penal sum of two thousand dollars with 6% interest thereon upon two building lots situated lying and being in the fifth Ward of the City of Albany in the State of New York

and duly recorded in the office of the Register of the City and County of Albany on the 30<sup>th</sup> day of 18, in Liber 371 of Mortgages, page 303, together with the bond or obligation therein described, and the money due and to grow due thereon, with the interest. To have and to hold the same unto the said part y of the second part, his executor or heirs and assigns for ever

subject only to the proviso in the said Indenture of Mortgage mentioned. And I do hereby make, constitute and appoint the said part y of the second part my true and lawful attorney irrevocable in my name or otherwise but at his proper cost and charges, to have, use and take



GLUED PAGE

POOR QUALITY  
ORIGINAL

0737

all lawful ways and means for the recovery of the said money and interest: and in case of payment, to discharge the same as fully as 2 might or could do if these presents were not made.

In Witness whereof, I have hereunto set my hand and seal  
the 12<sup>th</sup> day of November in the year one  
thousand eight hundred and eighty nine

Scaled and delivered in the presence of

Chas Griesmeyer

G McEvoy

State of New York  
County of New York } ss:

On this 12<sup>th</sup> day of November one thousand eight  
hundred and eighty nine before me personally came

Charles Griesmeyer  
to me known and known to me to be the individual described in and who executed the within assign-  
ment, and he thereupon duly acknowledged to me that he had executed the same.

G McEvoy

Form 1.

STATE OF NEW YORK,  
City and County of New York, } ss.:

I, EDWARD F. REILLY, Clerk of the City and County of New York, and also Clerk of the Supreme Court  
for the said City and County, being a Court of Record, DO HEREBY CERTIFY, That

G McEvoy  
whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed  
Instrument and thereon written, was, at the time of taking such proof or acknowledgment, a  
Notary Public in and for the City and County of New York, dwelling in the said City, commis-  
sioned and sworn, and duly authorized to take the same. And further, that I am well acquainted  
with the handwriting of such Notary, and verily believe that the signature to the said certificate  
of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court  
and County, the 13<sup>th</sup> day of November 1889

Edward F. Reilly Clerk.



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POOR QUALITY  
ORIGINAL

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all lawful ways and means for the recovery of the said money and interest: and in case of payment, to discharge the same as fully as 2 might or could do if these presents were not made.

In Witness whereof, I have hereunto set my hand and seal  
the 12<sup>th</sup> day of November in the year one  
thousand eight hundred and eighty nine

Sealed and delivered in the presence of

Chas Griesmeyer

G. McEvoy

State of New York  
County of New York ss:

On this 12<sup>th</sup> day of November one thousand eight  
hundred and eighty nine before me personally came

Charles Griesmeyer  
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and County, the 12<sup>th</sup> day of November 1889

Edward F. Reilly Clerk.

GLUED PAGE

POOR QUALITY  
ORIGINAL

0739

all lawful ways and means for the recovery of the said money and interest: and in case of payment, to discharge the same as fully as 2 might or could do if these presents were not made.

In Witness whereof, I have hereunto set my hand and seal  
the 12<sup>th</sup> day of November in the year one  
thousand eight hundred and eighty nine  
Sealed and delivered in the presence of Chas Griesmeyer

McEvoy

State of New York  
County of New York } ss:

On this 12<sup>th</sup> day of November one thousand eight  
hundred and eighty nine before me personally came  
Charles Griesmeyer  
to me known and known to me to be the individual described in and who executed the within assign-  
ment, and he thereupon duly acknowledged to me that he had executed the same.

McEvoy  
Notary Public  
N.Y. County



POOR QUALITY  
ORIGINAL

0740

✓  
Charles Griener

to

Constantin Vachel

Assignment of Mortgage.

Dated Nov 12<sup>th</sup> 1889

Rec'd Nov 18<sup>th</sup> 1889  
please return to

OFFICE OF

G. Newman,

130 Second Ave.,

N. Y. CITY.

Albany County ss,  
Recorded on the 18<sup>th</sup>  
day of November  
1889 at 11 24 A. M.  
in Book 371 of mort-  
gages at page 308  
and recorded

Wm  
Clerk



POOR QUALITY  
ORIGINAL

0741

Bond—Individual.—Time of Payment Blank.—Interest, } 175.  
Tax and Assessment Clauses and Receipts.

John Polhemus, Printer and Mfg Stationer, 102 Nassau St., N. Y.

## Know all Men by these Presents,

That I Gustav Eckel of the City of  
New York party of the first part and  
held and firmly bound unto Charles Griesmeyer  
of the same place party of the second  
part  
in the sum of Two thousand Dollars

dollars, lawful money of the United States of America, to be paid to the said  
Charles Griesmeyer

his executors, administrators or assigns: For which payment, well and  
truly to be made I bind myself my heirs,  
executors and administrators firmly by these  
presents. Sealed with my seal Dated the twenty sixth day  
of August. one thousand eight hundred and eighty nine  
The Condition of the above obligation is such, that if the above bounden

Gustav Eckel

his heirs, executors or administrators, shall well and truly pay, or  
cause to be paid, unto the above named

Charles Griesmeyer

his executors, administrators or assigns, the just and full sum of  
\$1000 = One thousand Dollars Law-  
ful money of the United States with  
6% interest p.a. for 6 months and  
the 26<sup>th</sup> day of Jan. 1890.

then the above obligation to be void, otherwise to remain in full force and virtue.

POOR QUALITY  
ORIGINAL

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And it is hereby expressly agreed, that should any default be made in the payment of the said interest, or of any part thereof, on any day whereon the same is made payable as above expressed, or should any tax, or assessment

be hereafter levied or imposed, or become a lien or charge upon the premises described in the mortgage accompanying this bond, and become due or payable, and should the said interest remain unpaid and in arrear for the space of ten

days, or said tax, or assessment remain unpaid and in arrear for thirty days

thenceforth, that is to say, after the lapse or expiration of either one of the said periods, as the case may be, the aforesaid principal sum of two thousand Dollars

with all arrearage of interest thereon, shall, at the option of the said

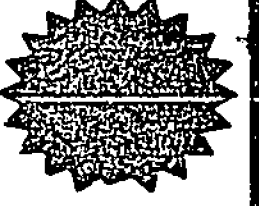
Charles Greisner

or his legal representatives or assigns, become and be due and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

Scaled and delivered in the presence of

L. Greisner

Gustav Eckel



State of New York

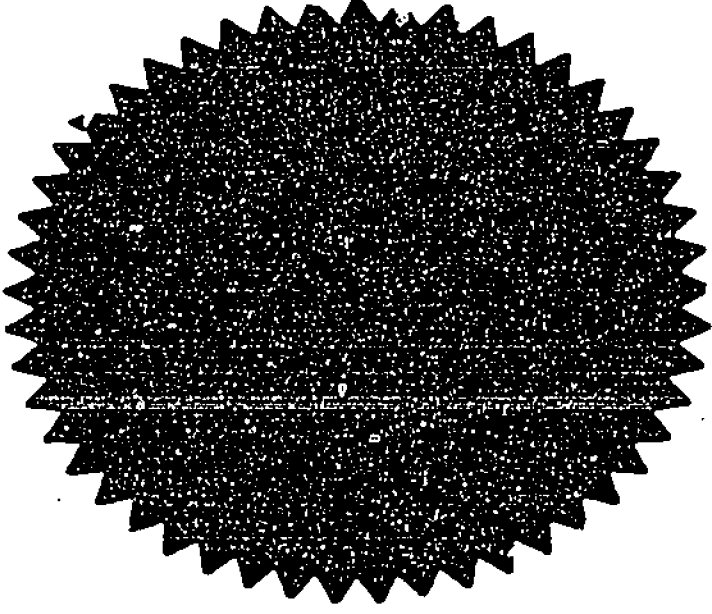
City and County of New York

ss:

On this twenty sixth day of August in the year one thousand eight hundred and eighty nine before me personally came

Gustav Eckel

to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and he thereupon has duly acknowledged to me that he had executed the same.



Wm. Maier  
Notary Public  
11/13



0743

160 Quinn  
7<sup>th</sup> & Olive  
St. Ch. Anthony

Guatara Lake

1

Charles Weinmayer


  
 B

Amount, = \$ 1000.

Dated 24<sup>th</sup> Feb. 1889

Due Jan 26<sup>th</sup> 1890

Entered 6 or

11

For and in consideration of the sum of one dollar to me in hand paid by Constantin Vaubel I hereby sell assign and set over to the said Constantin Vaubel the within Bond for his own use and Benefit  
Signed in the presence of

Wm. E. Evanson

Chas Griesmeyer



POOR QUALITY  
ORIGINAL

0744

District Police Court.

*Joseph D. Adams*

VS.

*Benjamin Wagon*  
*Mary Menden*

TENOGGRAPHER'S TRANSCRIPT.

*June 18* 1880

BEFORE HON

*A. H. Graham*

Police Justices.

*A. H. Graham*

Official Stenographer.

TORN PAGE

POOR QUALITY  
ORIGINAL

0745

City District Court.

PLE. &c., IN COMPLAINT OF

*Antoine Vanbel*

BEFORE HON.

*Charles Giesmeyer*

*John Cochran*

POLICE JUSTICE

*February 22, 1880*

APPEARANCES:

For the People,

*John Mulhall*

For the Defence,

*Lennie*  
*February 22, 1880*

INDEX.

WITNESSES.

Direct Ex.

Cross Ex.

Re-Direct.

Re-Cross

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<i>Amel Secor</i>	<i>60-56</i>			
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*Paul W. Fenty*

Stenographer.

*2855 Third Ave*



0746

New York Feb 22<sup>nd</sup> 1899  
6th Dist Police Court

The People on Complaint of Grand  
Constable (Label) Larceny  
vs  
Charles Eisenmayer

Before John Lockman  
Police Justice

Appearances  
For The People - John Mulhall  
For The Defense - Douglas L. Lewis

By Counsel For The Defendant I  
object to proceeding or to the  
taking of any testimony to the  
action unless the testimony be  
noted by the official sten-  
ographer of the Court.



0747

**CORRECTION**

POOR QUALITY  
ORIGINAL

0748

New York Feb 22<sup>nd</sup> 1899  
6th Dist Police Court

The People on Complaint of Grand  
Constable (Label) Larceny  
vs  
Charles Eisenmayer

Before John Jochum  
Police Justice

Appearances  
For The People - John Mulhall  
For The Defense - Douglas A. Lewis

By Counsel For The Defendant I  
object to proceeding or to the  
taking of any testimony to the  
action unless the testimony be  
noted by the Official Steno-  
grapher of the Court.

and that the stenographer ~~now~~  
in employ is not the official  
stenographer of the Court. <sup>Journal for People</sup>  
I desire to have it appear on  
your record that the complainant  
is satisfied to proceed with-  
out the services of a stenographer.  
That the gentleman employed  
to act as the stenographer  
in this case has acted in  
a similar position in  
other cases in this Court.  
The defendant refusing  
to pay for such services  
of the stenographer the com-  
plainant in order to close  
this case, if possible to-  
day offers to pay the ser-  
vices of the stenographer.

Examination by J. J. J. Counsel

- Q Mr. Vanbel, where do you live?  
A No. 619 East 150th Street.  
Q From the first of August  
to September 1889 where did  
you live?  
A At No. 732 Courtlandt Av.



Q In the month of November 1889 did you carry on the business at 732 Courtlandt Avenue

A In the Twelfth day of November I sold that business. Q Did you carry on the business there in November?

A Yes sir.

Q Do you know the firm of Greismeyer?

A Yes I met him but a very short time.

Q Will you please state to the Court any transaction which you might have had with Mr. Greismeyer in reference to the sale of your store on the corner of 156 St. Courtlandt Avenue.

When did you come to sell that store to Mr. Greismeyer?

A There was a man came up to me by the name of Mr. Raulsh. He wanted to sell this store for me. Then he came up again

4

and said I have a man  
to buy your store but he  
has not cash money - he  
has a mortgage on property -  
the first mortgage. He  
said the mortgage was good  
and you can get your  
cash on it at any time.  
you want to? Then he came  
again and tells me he had  
a man who would buy the  
store and he had good  
mortgage on property the  
first mortgage. I then on  
the 9th day of Novem-  
ber in the morning he came  
up.

Q Where up, where?

A To my store on 156<sup>th</sup> Street  
and Courtlandt Avenue.

Q You say that Mr. Ranch  
called at your store on the  
9th of November?

A Yes sir.

Q Was there anybody with him?

A He had a man with him  
by the name of Charles  
Greene.



Is that the defendant?

A Yes sir.

Q Did you have any conversation in that store on that day with Mr. Greesmeyer about the sale of this store?

A Yes sir.

Q What did you say to Mr. Greesmeyer and what did Mr. Greesmeyer say to you?

A He asked me how much I wanted for this store and I asked him \$850 without the stock and we got through with \$850 stock and all.

Q Did you say anything how it was to be paid for?

A He says you must not take more money than you want, I will pay you with the mortgage he can see I will not give you any cash money. What you mean <sup>that is</sup> ~~that~~ that he said to you not to put too high a figure on your property.

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A Yes sir,

Q As he intended to pay  
you in cash?

A Yes sir,

Q What else did he say? Did

A he say how he was going  
to pay you? He was

A paying you with a mortgage

A Yes sir,

Q Did he have the mortgage  
with him?

A No sir. I asked him  
for the mortgage and  
then the trio of them  
said we had the mortgage  
in Gansh's bagging on  
the table.

Q Laying on the table in Mr.  
Gansh's house?

A Yes sir,

Q Was the twelfth day of  
November set for the  
closing of the matter?

A Yes sir,

Q And the appointment was  
your place?

A Yes sir.



Q At the store on Courtlandt Avenue and 156<sup>th</sup> Street?

A Yes sir,

Q And you expected Mr. Greenmeyer to come up, then, with the papers?

A No sir. No day was set at all.

Q Then you asked Mr. Greenmeyer for the mortgage?

A Yes sir.

Q And as I understood you to say that he did not have the mortgage with him,

but was in Mr. Ganak's house?

A Yes sir,

Q Where is Mr. Ganak's house?

A No 283 E 10<sup>th</sup> Street.

Q Well, what did you do then did you go away with Mr. Greenmeyer and Mr. Ganak.

A I first called the landlord and he called the landlord and then he said he would be satisfied with him and said everything will be alright.

Question - By The Court

Q Landlord of the premises?

A Yes sir,

Q Well what did you do then?

A We went down to Panet's house and then I seen the mortgage there.

Q Where was the mortgage?

A It was on the table and Mr. Gresemeyer had it in his hand.

Question By Court's Counsel

Q Now Mr. Vanbel will you please state what Mr. Gresemeyer had to say about this mortgage at the residence of Mr. Panet.

A He shows me the mortgage. It was a thousand dollar mortgage secured on property at six percent.

Q What did he say about the property?

A He did not say anything



about the property at that  
time.

Examination - By The Court.

Q What did you say about  
interest at any percent?

A This mortgage was for a  
thousand dollars running  
at six percent for a  
half-year.

Examination - By Judge (counsel)

Q Was there anything said  
by Mr. Keesmeyer where  
this property is located?

A He says that property  
is in Albany.

Q What part of Albany?

A In the City of Albany.

Q Did he show you the mortgage?

A He opened it and showed it to  
me.

Q Did he show you this seal?

A He did not say anything  
about that.

Q What did he say?

of offering evidence.

Q. He committed A. by  
stenographer and Kiborn  
as First Mortgage, dated  
August 6th 1889, Amount  
One Thousand dollars pay-  
able January 6th 1890  
interest Six Percent.

A. Well now what did you do  
after that?

A. I was not willing to do it  
and I said if <sup>that man</sup> ~~you~~ don't  
give me any cash I  
will not do it.

Q. What man?

A. That man that the mortgage  
runs on.

Q. Mr. Eckel?

A. Yes and, That man ought  
to give me some cash money  
and then we went over  
to Mr. Eckel's house Mr.  
Gresmeyer and Mr. Fauch  
and myself and then  
Gresmeyer called Eckel  
~~and~~ and he had the mortgage  
on the table?



Q In Mr. Eckel's house?  
A Yes sir. on the front  
porch and he calls him  
and said he wants cash  
money if could not tell  
exactly the words and I  
want cash money and if  
he wants to get me cash  
money for that mortgage  
now I would give him a  
little off?

Q This Eckel said he could  
not do it now but perhaps  
in about four weeks, and  
then we want away with  
him and we want over to  
an office the man who keeps  
it. His name is ~~Adrian~~

Q What is his business?  
A Real Estate

Q What did you do there -  
did you have any conver-  
sation about this mortgage -  
did you tell him you knew  
nothing about mortgages?  
A I said two or three times  
in the office I knew

nothing about mortgages.  
Q When you got there did you  
say anything to Mr. Greiswenger  
that the mortgage was not  
good?  
A What did you say?  
A I said I was not satisfied  
I don't know nothing  
about a mortgage.

Questions By The Court

Q When did you say that to?  
A To Mr. Greiswenger & Mr. Ganach.  
Q At whose request or at  
whose intimation did you  
go over to Newman's office?  
A That was Mr. Ganach as  
Mr. Ganach's attorney to  
all the business for him.

Examination By - Court's Counsel.

Q Did you say anything to Mr. Greiswenger  
about not knowing that was a  
good mortgage or not in the



office of Mr. Newman.  
Q Yes sir.  
Q What did Mr. Greesney say?  
A I give you more satisfaction  
than you give me as the  
mortgage is so much  
worth a thousand dollars  
and you give me two  
hundred in cash and  
I don't know if I can  
make my living that.  
Q Now Mr. Cabell when you  
were in the office of Mr.  
Newman and Mr. Greesney  
will you be kind enough  
to say if anything was  
said between you and  
Mr. Greesney as to the  
value of that mortgage  
and as to the value of  
the property described in  
the mortgage and also as  
to the property where it  
was located if there was  
anything said to you  
at that time

Q. I said I was not satisfied  
with the mortgage and  
then Guesmeyer said I  
give you more satisfaction  
than you give me and you  
get the full worth of the  
mortgage and I go & him  
the saloon?

Ex. By The Court.

Q. That was in German?

A. Yes sir.

Q. A Polish, German man?

A. Yes sir.

Q. You understood and  
spoke German?

A. Yes sir.

Q. Is New man a German man?

A. Yes sir.

Q. Was the transaction a German?

A. Yes sir.

Q. Was there anything said  
about it being a first  
mortgage?

A. Yes sir.



Q What was said?

A First mortgage on property named in the mortgage.

Q Anything said about the value of the land that the mortgage covered?

A No sir.

Q Was it said there on the first occasion?

A No sir.

Q Was there anything said about the worth of the value of the land the mortgage was on?

A Yes, it was said it was worth more than that.

Q Who said that?

A Mr. Greenmeyer said that.

Q He said it was worth more than that?

A Yes sir.

Q Did he say where the property was situated?

A No sir.

Q But here it is known as office was it stated to you where it was?

4/24 pri.

Did he tell you I said to  
the three young men?

A He said it was sixteen H.  
Street, Albany,

I Did to say said in Her  
mans office?

I cannot remember.

Was that said at Peter's house?

9 Nov 22

Q Where was that said that  
it was in 16th St. Albany?

Q I am not sure I cannot  
tell but it was before

we went to Newman's  
office but he said not to  
in the City of Albany.  
Jill

Did Greeneyes say that?

Q They both told me so.

I go on about the at corner.

Satan at Newmas Was  
that in English the thing?  
Yes, in English the thing?

By Geo. A. ...

Did you read nothing in  
English and the other page.  
Did you read it?



A Yes sir.

Q And that mortgage was for a thousand dollars for

percent for a half

years.

A Yes.

Q Did you look at the outside of the mortgage?

A Yes it was two building lots in Albany.

Q Where was it that Mr. Eckel said that he would not sell the property and Mr. Eckel said he wants two thousand dollars for it? Was Greis-

meyer there at that time?

A No sir.

Q Just state to the Court Mr. Vambel after this conversation what was done when Mr. Newman -

prepared the papers?

A Yes sir.

Q Is that the paper handed to you?

A He gave me the bond on that day.

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Q What became of the mort-  
gage and the assignment to you?  
A That was sent to Albany  
immediately.  
Q So the mortgage was not  
recorded the same day  
it was signed by you?

A By The Court.

Q Was that on it at the time?

A No sir.  
A By Camp Counsel

Q Now the mortgage and the  
assignment were left  
with Mr. Newman?  
A Yes sir.

Q Did you sign any paper then?

A Yes sir,  
Q What was it.

A I signed that note here  
for \$143 Dollars

Q Did you sign a bill of  
sale of your store at Mrs  
Newman's office.  
Objected to as being incompetent



✓ and immaterial, I testified  
sustained.

Q Have you got the bill  
Mrs Levine?

A Yes sir.

Q Did you sign any other  
papers Mr. Vanbel?

A I signed this note

Q At the time of closing  
as I understand  
the price of the store  
was \$850 and the amount  
of the mortgage was \$300

Q Yes sir.

By Mr. Levine

Q Was the result of your agree-  
ment put in writing after  
wards? Was there any agree-  
ment or written terms of agreement?

A Bill of sale of Mr. Newman.  
By Court Clerk.

Q Now Mr. Vanbel look at this

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paper did you sign that?

A Yes sir,

Q Whom did you give that to?

A To Charles Guesmeyer.

Q By E. Counsel

Offer in evidence Exhibit  
B. deed of Charles Guesmeyer  
to Gustav ~~Fischer~~  
Eckel, marked Exhibit by  
Stenographer

Q How did you pay the One  
Thousand dollars mentioned  
in that assignment?

A Objected to as immaterial and  
incompetent.

Q How did you pay the thousand  
dollars mentioned in ~~Exhibit~~

Ex B. by Stenographer  
Objected to as being incompetent  
and immaterial. The question

~~shows~~ that it is an instrument  
under seal it cites the fact  
of a payment of a thousand  
dollars and it is immaterial  
how it is paid. It speaks  
for itself.

Q Will you state how you paid



1  
2  
Eight thousand dollars.  
Eight hundred and fifty  
dollars for the saloon at  
Cullandt Avenue and  
136 1/2 Street, then I gave  
him One hundred and  
forty dollars in cash  
then I paid six dollars  
and fifty cents to Mr.  
Neuman for expenses and  
he had about nearly a  
ton of coal for \$ Three  
dollars and fifty cents  
and that makes that  
thousand dollars.  
I made <sup>was to be</sup> Eight hundred  
and fifty dollars for the  
saloon, One hundred and  
forty dollars in cash, Six  
dollars and fifty cents  
for Neuman's expenses  
and three dollars for coal  
expenses.  
Now then as I understand  
you paid One hundred  
and forty dollars in cash  
to Giesmeyer, you paid Six

dollars and fifty cents for  
drawing the paper and  
three dollars and fifty cents  
for coal?

A Yes sir.

Q Now Mr. Vanbel after the  
papers were delivered there  
what did you do after you  
left Mr. Menman's store.

A I came back to the store on 36  
4<sup>th</sup> Street and Duane St. Av.

Q Who was with you?

A Mr. Greeneyes & Rauch

Q And what did you do there?

A I gave him that cash  
money there.

Q And what else did you do?

~~A I gave him that cash money there.~~

A Nothing.

Q Who took possession of the store?

A Mr. Greeneyes.

Q Was Mr. Rauch present  
at the time you paid the  
money to Greeneyes?

A Mr. Greeneyes and Rauch



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**PAGE(S) ARE  
MISSING**

**DOCUMENTS  
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FOUND**

POOR QUALITY  
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name both there and I said  
Mr. Guesmeyer to cash money.  
Q. Who was present?

A. Mr. Guesmeyer and Mr. Pausch.  
Q. And then what?

A. Then he took possession  
of the store.

Q. Did you leave him there?  
A. Yes sir.

Q. You turned everything over  
to him in the store?

A. Yes sir.

Q. Can you state to the Court  
what was in your store?

A. I decided to on the ground that it  
is quite immaterial at this  
stage of the examination.

Q. In the representations which  
Mr. Guesmeyer made to  
you as you have testified  
to and as stated by Mr.  
Guesmeyer was it or  
not on those representations  
that you transferred  
your saloon stock and



POOR QUALITY  
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fixtures in your store, it  
was all there?  
A Yes sir.

Ex By the Court

Q Did you believe the representations  
made by Mr. Greaney  
to you?

A Sure I did.

Q The first conversation you  
had with Mr. Greaney  
was at your store?

A Yes sir.

Q Then you went to Ranch,  
~~Bellevue~~ over Ranch,

A To Ranch

Q Then to Eckel?

A Yes sir.

Q And then to Neuman?

A Yes sir.

Q The mortgage was first  
shown at Mr. Ranch's  
house?

A Yes sir.

Q And then Eckel's and  
at Neuman's office?

POOR QUALITY  
ORIGINAL

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A Yes sir.

Q At Newman's office you expressed your unwillingness that you did not know anything about mortgages.

A Yes sir.

Q And that these representations that he had made to you were the property?

A Yes sir.

Q I ask you whether you were satisfied from what Eckel or from what Quesmeyer told you or what you seen in the mortgage?

Q Was more satisfied about the latter. They said it was the first mortgage.

Q Did they tell you where it was?

A Yes sir.

Q In Albany?

A Yes sir.

Q You believed them?



POOR QUALITY  
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Q Yes sir

A And with that belief you parted with your stick?

Q Yes sir

~~Camp Counsel~~  
Proceed By ~~Mr. Counsel~~ Dyer Counsel

Q When you had this conversation with Mr. Greaney which you detailed here who was present?

A Mr. Rausch.

Q Mr. Rausch?

Q Yes sir he lives at 203 E  
Lytle Street.

Q Is he in Court?

A Have not seen him yet.

Q This is the first conversation you had with Mr. Greaney?

Q Yes sir.

Q Now you told all you said to Mr. Greaney and what he said to you?

Q So much certain.

Q What occurred at the first interview with Mr.

Griesmeyer?

A First thing I had with him was about the price of the store.

Q Was that all occurred that day about the price of the store?

A We were also talking about the lease of the store.

Q Now I want to know what ~~was~~ the conversation that took place from the time that Griesmeyer was in your store ~~was~~ the price and lease of the store was that all that took place there.

A I cannot recollect anything else.

Q You cannot recollect anything else that was said?

A I got the landlord in and he said everything would be alright.

Q Then after that you went over to Ranch?

A Yes sir. ~~Ranch~~ ~~owner~~ said he was a beer collector.



Q Then you went over to Rausch?

A Yes sir.

Q With whom?

A With Guesmeyer.

Q What day was that?

A That was on the twelfth day of November.

Q What was said at Rausch's on the twelfth day of November? Who spoke first?

A First spoke Guesmeyer?

Q You three were alone?

A Yes sir.

Q What was being done or said?

A The first thing to done was to show me the mortgage.

Q What was done?

A I then read the mortgage.

Q What was the next thing that was said by you?

A I said I would not do it without the cash money.

Q Then what was said?

A I then said I wanted to see if I can get the cash money at Leffels.

Q Is that all occurred?

A Yes sir.

Q What did you mean by saying you before.

A Greasmeier, Rausch and myself.

Q Who is Eckel?

A Maker of the mortgage.

Q Did you see Mr Eckel?

A Yes sir.

Q Who was present at the time you had a talk with Mr. Eckel?

A When I was talking to Mr. Eckel there was nobody there but we two were alone.

Q When you went over to Mr. Eckels as you before stated in company with Mr. Greasmeier and Mr. Eckel and yourself where was Mr Eckel and where was Greasmeier and Eckel?

A They came into Eckels and then left the house.



Q You were in there alone then?  
A Then I was in there alone with Eckel  
Q Is that all the conversation  
you had with these gentle-  
man as far as you can  
recollect?

A ~~I don't~~ I don't know, Yes.

Q What was the conversation  
you had with Eckel?

A I asked Eckel what that  
property is worth. I asked  
him the mortgage alright?

He said it was alright.

Q Eckel made favorable represen-  
tation to you about this  
property?

A Yes sir.

Q Did you believe Eckel?

A Yes sir.

Q You believed him to be an  
honest man?

A Yes sir.

Q After your conversation with  
Eckel what did you do.

A Oh left then met Mrs  
Greene and Mrs  
E. Parish

Q The last time you parted  
with Mr. Guesmeyer and  
Mr. Ransh was at the  
time you went in to see  
Eckel at what period of  
time did you see him?

A Right in the avenue, within  
fifty feet.

Q After you have had finished  
the conversation with  
Mr. Eckel which you had  
alone and after you got  
through with the interview  
with Eckel did you believe  
the mortgage was all right  
and then you went out  
to join Guesmeyer and  
Ransh and then where  
did you go?

A Then we went into a  
saloon and had some beer.  
Q Where did you go after you  
left Eckel?

A Went into a saloon.  
Q Don't recollect what saloon?

A No sir.



POOR QUALITY  
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Q Is that all you recollect  
on that day?

A After that we went over  
to a lawyer by the name  
of Newman.

Q Is Mr. Newman in Court?

A No sir.

Q Is Mr. Newman a lawyer  
or a notary public?

A He is a lawyer.

Q You don't know whether  
he is or not?

A I never seen him in Court.

Q Have you told me all that  
occurred up to the time you  
got into Newman's office?

A Yes sir,

Q Can you recollect anything  
~~that~~<sup>trans</sup>pired?

A No sir.

Q Where is Newman's office?

A In Eighth Street.

Q Had Newman ever done <sup>business</sup> for  
you before?

A No sir.

Q You went into Newman's?

A Yes sir.

Q Who was present in Mr. Neuman's office when you got there?

A Mr. Neuman, myself and two of his working people.

Q Do you know their names?

A I know one by the name of Goldsmith.

Q Is Goldsmith, Neuman, or the man who works for him here in Court?

A No sir.

Q Was Mr. Greaney and Mr. Rausch there?

A Yes sir.

Q State to the Court what took place in Neuman's office, the first thing you said or did?

A The first thing that was done this Rausch he commences the conversation with Neuman and tells him that I want to sell the slave and wanted him to make out the papers. Q What did Neuman say then?  
A He made that right out.



POOR QUALITY  
ORIGINAL

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Q What did you say there?

A As Neuman was making out the paper he began to talk about the mortgage again.

Q While he was writing you talked with whom?

A With Mr. Griesmeyer and Mr. Rausch.

Q About this mortgage?

A Yes sir.

Q Did you talk to Mr. Neuman also at that time?

A I was not in conversation with the notary or Mr. Neuman.

Q Then you had a conversation with Griesmeyer and Rausch about the mortgage while Neuman was writing out the mortgage?

A Yes sir.

Q What did you say?

A I could not tell you exactly. I state what you said to Mr. Griesmeyer or what he said to you or what Mr. Rausch said to you and you to him?

Q I said I was ~~not~~ afraid  
about the mortgage.

Q To whom did you say that?

A To Griesmeyer & Lausck.

Q What did Griesmeyer say?

A Griesmeyer said and he  
had that paper in his hand  
and said I give you ~~not~~  
satisfaction that you give me.  
He said I should pay One  
hundred and fifty dollars  
in cash and he would  
get the stock and he would  
give me the full worth  
of the mortgage.

Q Is that all that was said?

A No sir. Newman said  
you had better go and  
see about that property  
and Mr. Griesmeyer said  
there is no use in doing  
so.

Q Is that all that was said?  
Yes sir.

Q Newman then made out the  
~~note~~ that note for \$140.



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afterward what was done?  
Where did you go?

Q We went back to the store  
~~in~~ in 156<sup>th</sup> St & Courtlandt St.  
Lalam requested to ask  
this question by my client  
at the time you came to the  
store or at a moment before  
reaching there did not  
Griesmeyer ask you if you  
were satisfied and if so  
before he took possession  
if you were satisfied or not  
A Yes sir.

Q Did not he say this down  
on the railroad?  
A Yes sir.

R. Cross Ex - By Conf. Counsel

Q Complainant Exhibit A.  
shown witness asked the  
Hopes you received from  
Mr. Griesmeyer or from  
Neuman at the time of  
this transaction?  
A Yes sir.

Q Compliments Exhibit B  
shown witness you received  
that paper at that time  
look at it?

A Yes sir.

Q Exhibit ~~B~~ ~~that~~ shown witness  
you also received that  
paper at the time of this  
transaction?

A Yes sir.

Q When you got these papers from  
Mr. Guesmeyer you signed  
and delivered to him a  
bill of sale at a certain price

A Yes sir.

Q That bill of sale expresses the  
terms of the sale?

A Yes sir.

Q Counsel for the purchaser said  
that these papers were drawn  
in your attorney's office?

A Yes sir.

Q Who brought you there?

A Guesmeyer and Rausch.

Q At the time Guesmeyer called  
at your store in 136 Street



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and Conllandt Avenue the  
first time did he have the  
mortgage with him?

A No Sir,

Q And from there you went  
to Roush's store will you  
be kind enough to state  
everything that might  
have been said there?

A No answer.

Question, By the Court

L

Examination By - The Court

Q Did you employ Rausch to sell your suiton?

A Yes sir,

Q You authorized him?

A Yes sir

Q Did you believe what Rausch said was true?

A Yes sir

Q You believed the mortgage was good?

A Yes sir,

Q You believed him because he said so?

A Yes sir

Q You did not know what the amount of the mortgage was?

A No sir,

Q You did not know the man?

A No sir

Q Now why did not you agree if you knew that the mortgage was good or why did not



POOR QUALITY  
ORIGINAL

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not  
you agree there to sell the  
property?

A I did not see the mortgage  
then.

Q But you believed Rausch?

A Yes sir.

Q Why did not you sell the  
store when Rausch came  
to you first?

A I wanted to see the mortgage.

Q But you believed Rausch's  
words whatever it was it  
was good?

A Yes sir.

Q You said Rausch was acting  
for to sell your saloon, was  
he acting at all for  
Guesmeyer?

A I don't know that.

Q Did he act for Guesmeyer?

A Yes sir, he told me that  
is the man who wants to  
buy your store.

Q Who brought Guesmeyer  
there to buy your store?

A Mr. Rausch.

Q When Greeneyes and Ransh were in your store did you believe the mortgage was good?

A I wanted to see the mortgage.

Q You then went to Ransh's did you see the mortgage there?

A Yes sir.

Q Where was it?

A On the table.

Q Did Ransh say it was good?

A Yes sir.

Q Did you believe him?

A Yes sir.

Q Did Mr. Greeneyes say it was good?

A Yes sir.

Q Did you believe him?

A Yes sir.

Q You stated here, that you did not state before that you read it?

A Yes sir.

Q Did you <sup>find</sup> out who was the mortgagee or the mortgagor?

A Yes sir.

Q And where it was?



A Yes sir.

Q Where was it?

A It should be in fifteen th

Street Albany,

Q In 16th St, Albany?

A Yes sir.

Q And after you read the mortgage what did you say?

A I said I want some cash money.

Q Then what did you do?

A We went to Mr. Eckel's house?

Q Had they said so before you looked at the mortgage?

A Cannot remember.

Q Did you believe them?

A Yes sir.

Q Why did you look at the mortgage there?

A I wanted to find where the place was.

Q You believed them. They told you ~~them~~ where the place was and why did you look at it? Then you did not believe them?

Q I wanted to see the mortgage anyway.

Q You object in wanting to see the mortgage agreed out with what they said?

A Yes sir.

Q I supposed they had not paid so would you have taken the mortgage?

A No sir.

Q Then the description in the mortgage that it was in Albany had no right with you had it?

A Not much.

Q You believed the three together?

A Yes sir.

Q From there you went to Eckel's

A Yes sir.

Q Why did you go Eckel's

A I was talking about having some cash money.

Q I told him I should not do it and I wanted some cash money.

Q Why did you go to Eckel's



A Because he was the man who had to pay that mortgage.

Q You made the check at Runst's and you went to Eckel that you wanted some cash money?

A Yes sir.

Q Was there anyone present but you and Mr. Eckel?

A Mr. Griesmeyer was there and Mr. Eckel and they went out.

Q Did you see Eckel about the mortgage?

A Yes sir.

Q Eckel said it was good?

A Yes sir.

Q What did he mean when he said it was good?

A He said it was good and I asked him how much that property was worth and he said the property was worth over thousand dollars and I left.

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Q Did not you agree to that on  
the ground what Eckel said?

A Yes sir.

Q You had not agreed when  
you left Ranch's house  
that the property was not  
worth Two Thousand  
dollars and you wanted  
to see Mr Eckel?

A Yes sir.

Q Eckel said the property was  
worth Two Thousand Dollars

A Yes sir.

Q You were then satisfied?

A Yes sir.

Q As to what?

A I was sure then that he  
would pay me that money.

Q Then as to the value of  
it you were satisfied  
as to what Eckel said?

A Yes sir.

Q You then came to the  
conclusion to agree?

A Not right away.



Q Where did you meet Gries-  
meier and Rausch?

A About fifty feet away.

Q When did you go to Neuman's?

A When you went to Rausch  
from your store, did you  
think about going to Neuman's?

A No sir.

Q When you left Eckel's  
and you met Griesmeier  
and Rausch for what  
reason did you go to Neuman's?

A To make the papers out  
in my name.

Q You were satisfied then?

A Yes sir.

Q You were not satisfied  
when you came from Rausch?

A No sir.

Q But you were satisfied  
when you came from Eckel's?

A Yes sir.

Q You went there who asked for  
you to go there?

A Mr. Rausch.

Q Was Griesmeier there?

Q Mr. Griesmeyer was present,  
L When Mr. Rausch asked you  
to ~~ask~~ you to go there what did  
he say?

A They said he was the man  
to make them out.

Q Did Griesmeyer ask you any-  
thing about that?

A Mr. Rausch did, as Rausch was  
the man who ~~found~~ <sup>soed</sup> the store.

Q When you got there at Germantown  
as you have stated that you  
did not know anything  
about that mortgage. Did  
Griesmeyer answer that?

A He said I give you no more  
satisfactory than you give me,  
and you give me the story.  
But I don't know if I  
can make my living there.

Q What else did Griesmeyer say?

A He then said I would like  
to go up to Albany and  
look at the property, but  
he said it was no use  
go up to Albany to look  
at the property.



Sworn to before me } Constantin Vaucler  
this 1 March 1890 }

Police Justice.

At this stage the Counsel for The People  
ask that the informant Vaucler be permitted  
to add to his above deposition, which  
Court allows under exception taken  
by Defendants Counsel. ~~There is a~~

Q Mr. Vaucler ~~did~~ do you know  
whether or not Mr. Luesmeys  
transferred the stock  
and fixtures you sold  
to Luesmeys after you  
delivered the same to him?

A Objected to on the part of the  
Counsel for the defendant  
as being incompetent the  
examination having been  
closed.

Admitted.

Q Yes sir

Q How long after it was sold?

A Two days

The case having been adjourned to be opened  
it is held that it may be referred to a  
jury to decide whether or not

GLUED PAGE

POOR QUALITY  
ORIGINAL

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Ex by Def Counsel:

Q ~~I ask you~~ You know  
the reason why Greasey  
sold that fence?

A Yes sir.

Q Was you present the day  
it was sold?

A No sir.

Q All you know then was  
what you heard from other  
people and from seeing  
a ~~fence~~ <sup>piece of</sup> fence which you  
was told ~~was~~ <sup>was</sup> a bill of sale?

A Yes sir.

Q Did you tell him at the  
time you sold that place  
you sold \$60 worth of beer?

A No sir.

~~Did you not tell him that~~

Sworn to before Comdr Am Varbel

the 6th day of

March 1898

John Cockburn Police Officer Com Command St.

City of Albany

Objection to

Q Do you reside in Albany?



Eugene O'Neil, a witness  
for the People, being duly  
sworn deposes and says.

Q By Ann Counsel  
Your name?

A Eugene O'Neil.

Q Where do you reside?

A Albany, N. Y.

Q Occupation?

A Clerk in the Recording Depart-  
ment in the County Clerk's  
Office, Albany, N. Y.

Q How long have you been  
in the County Clerk's Office  
of the County of Albany?

A A little over three years.

Q Are you familiar with  
the records of that office?

A Yes sir.

Q Complainant's Exhibit C.  
by the description of that  
property state whether or  
not that property in the  
City of Albany  
Objection to?

Q Do you reside in Albany?

Q Yes sir.

Q How long?

A All the time.

Q Do you know where the bonds are reported to be in the City of Albany?

A Yes sir.

Q Do you know where this place is in the City of Albany?

A Yes sir.

Q How do you know it?

A I know it by maps at the office.

Q You know where the large tract is?

A Yes sir.

Q Do you know by report simply where the bonds are of Albany of the City?

A Yes sir.

Q And you know where this tract is?

A Yes sir.

By The Court.

Q Is that the identical place in the City of Albany?

A It is about four miles from the City limits.



Q Do you know where Sixteenth  
Street is in the City of Albany?  
A There is no such street.

Q By Court's Counsel.

Q Have you ever been out to  
this property?

A Yes sir.

Q Do you know what it is?

A Yes sir.

Q Can you state to the Court  
what it consists of?

A It is a large tract of perhaps  
about one hundred ~~miles~~  
acres that that is a portion  
of a large tract of land con-  
sisting of sand. This por-  
tion might be here and to-  
morrow somewhere else.

Q Are there any buildings erected  
on any of this property?

A Objected to. Not excepted.

Q Negation there of any kind  
A No sir. Objected to.

Q What kind of sand does it look like?

A Common ordinary sand.  
Objected to

Q Do you know, by reference whether or not this property is assessed in the City of Albany?

A Objected to as being irrelevant has nothing to do with the case.

Q Did you examine the records in the County Treasurer's office of the ~~County~~ Albany County?

A I did.

Q Did you find this property assessed on their books?

Objected to in competent.

Q Do you know the customs in the County Clerk's office in reference to deeds which are forwarded to the office for record in reference to accepting the recording fee?

A Objected to.

Q Did anybody during the month of October or the middle of October was there any person or person



POOR QUALITY  
ORIGINAL

0002

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call at your office in reference  
to making a search of some of  
these said plain lots?

A Yes sir.

Directed to.

Q Can you state whether or not  
the prisoner at the bar was  
ever in your office?

A I cannot conscientiously say so.

Q You cannot positively say  
if he was in there or not?

A Yes sir.

Ex- By Deft's Counsel

Q Do you know of there is a  
Collier's map?

A Yes sir.

Q That is a regular map?

A Yes sir.

Q Will you swear that the descrip-  
tion of lot 41  
and 42 of Block 58 is not  
one of the lots described in  
the map?

A They were described in that map.

POOR QUALITY  
ORIGINAL

0003

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Q Just as they ~~see~~ describe them?

A Yes sir. I think so.

Q As far as you recollect?

A Yes sir.

Q Have you ~~sub~~ subpoenaed here?

A Yes sir.

Q You came voluntarily?

A Yes sir.

Q How many times have you  
been here?

A Three times.

Q Who has laid the offense?

A The complainant.

Q You have not come by a  
subpoena, have you ever  
travelled with the counsellor  
on the opposite side, had any  
conversation with him  
regarding this case?

A Yes Sir, I had.

Q When was the first time you  
saw me in this matter?

A About three weeks ago.

Q Had a conversation with you?

A Yes sir.



Is there much trouble about  
this property in the town of  
Billand where this property  
is situated?

I object to unless the  
defendant is connected  
with it.

Is it or is it not notable  
in and about the office  
of the County Clerk and the  
Treasurer's Office that this  
property is valueless and  
used for the purpose of  
defrauding people?

I object to on this ground  
that it is incompetent to sustain  
it and take an exception.

Is it not a fact that in every  
instance where deeds or  
mortgages or any other instru-  
ments relating to this  
property called the sand  
plain lots is forwarded to  
your office, that the purchasers  
forwarding those papers are  
notified of the valueless

POOR QUALITY  
ORIGINAL

0005

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Q I think it is for. Foy, one  
of the attaches of the office.

Q Can you tell from it who  
received it?

A It was received twenty four  
minutes past eleven o'clock.

Q Do you know whether any  
reply was made to it when  
received?

A Yes sir.

Q Do you know who returned it?

A Yes sir.

Q All you know about its return  
is that you see it here?

A Yes sir.

By Mr. Marshall

Q I understood you to say  
that there was a gentleman  
called at your office in  
or about the month of  
October in reference to  
having a search in reference  
to this tract did that gentle-  
man look like anything



that this property used in  
substance not worth the  
recording fee.

Object to not in competent  
system sustained, take  
an exception.

By The Court

Q You have seen the mortgage  
in this case?

A Yes sir.

Q Do you know from whom it  
was received?

A No sir.

Q Do you know the handwriting  
of the defendant?

A No sir.

Q You do not know any of  
the parties?

A No sir.

Q You have seen the endorsement  
when recorded?

A Yes sir.

Q Whose handwriting?

0007

**PAGE(S) ARE  
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FILMED AS  
FOUND**



0000

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like the prisoner at the  
bar?

Expected to.

Q Does the prisoner at the bar  
look like the gentleman  
who was in your office?

A He resembles him greatly.

Q What is the only thing that  
makes you uncertain about  
identifying this man?

Expected to as being incor-

petent. Exception to that.

The gentleman I seen at  
that time had a beard.

Daniel Secor, a witness for  
The People, being duly  
sworn deposes and says,

Q Your name?

A Daniel Secor.

Q Age

A Twenty five.

Q Occupation?

A Index Clerk of the County  
of Albany.

Ex By Com. Vinson.

Q Do you know the property  
spoken of here in this  
matter, do you know the  
tract of land?

A Yes sir.

Q How long have you lived  
in the City of Albany?

A About twenty two years.

Q Have you ever driven over  
in the neighborhood of the  
tract of land?

A Yes sir.

Q Have you ever examined the



maps in the office of the  
County Clerk's ~~Office~~.

A No sir.

Q From general report can  
you say whether or not  
the tract of land of which  
these lots form a part  
of the City of Albany or not?

A Respected to. except in  
part.

A They are not at present.

Q Do you know how far  
they are away from the  
City limits?

A About four miles.

Q How long have you known  
that from report to be out  
side of the City?

A Respected, incompetent.  
Admitted

A Ever since I work in the  
Clerk's office of the six years

Q Do you know whether the  
same report they are not  
roughly out of the City limits?

A They were many years ago.

Q Do you recollect in about the month of October a gentleman calling here in reference to having a search made of these lots?

A Spectitt to me refused to admitted under exception  
Q A gentleman talked with Mr. Milhais about a search of the sand plain lots.

Q Does the pursuer at the bar resemble that gentleman?

A Spectitt me refused and mm also not admitted under exception.

A They resemble him yes.

Q Can you say positively that he is the man?

A Not positively.

Q Can you say or give any reason for not being positive of it?

A I only saw the man once and I did not pay much attention to him at that time.



Q You say this gentleman re-  
sembles him very much?

A Yes sir.

Q What seems to be the difference  
of opinion now?

A This man is dressed better  
than the gentleman who  
was up there.

Ex By The Court

Q He had a beard then?

A I think he had.

24- By Camp, Counsel

Q Do you know whether or  
not there is a custom  
in the County Clerk's office  
in reference to notifying  
parties <sup>holding</sup> deeds, mortgages  
and other instruments re-  
garding these tracts of land  
in which these lots ~~form~~  
are part they are not  
with the recording fee?

objected to sustained unless connected. I take an exception.

By The Court

Q Do you know the value of that property?

A Yes sir

Q What is it?

A No value at all.

Q Do you know about its value

A ~~No value at all.~~

Three or four dollars an acre.

Mrs. Vahel, complainant being recalled testified as follows.

By The Court.

Q Who sent you to Exel on the 12th November?

A It was Giesmeyer

Q For what purpose

A I went there to find out if



08 14

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to get me cash money for  
the mortgage.

The Counsel for The  
People offer now to put  
the defendant upon the  
witness stand under  
oath. The Court  
rules it incumbent  
for him to swear the  
defendant unless the de-  
fendant consents.

The Counsel for The People  
under an explanation to  
that making the defendant  
now consents in Court to  
be sworn as a witness.  
The Court rules that he ~~has~~  
may be sworn at the  
call of The People.  
The the Defendant ~~is~~ consenting.

By Your Counsel  
Q. You are the defendant  
A. Yes sir

Q Do you know this property?

A Yes sir.

Q Do you know where it is situated?

A Yes sir.

Q From whom did you buy it?

A The records will show it.

Q Do you know from whom you bought it?

A Object to as incompetent & object mistaken.

Q Do you know without the record?

A Refuse to answer.

Q Did not you buy that property from a Mr. Robinson?

A Yes sir.

Q Now you say you bought this property from Mr. Robinson?

A Yes sir.

Q And where does he live?

A I don't know his first name and address.

Q When did you buy this property from Mr. Robinson?

A I cannot keep the date in my head.



Q Was it in August?

A I don't know.

Q Was it in August, 1889?

A Don't know.

Q Do you recollect seeing  
Mr. Robinson in 1889?

A Don't know.

Q Do you know where Mr.  
Robinson lived in August  
1889?

A Don't remember.

Q Do you know how much you  
paid Mr. Robinson for  
this property?

A I paid two hundred dollars  
cash and the balance I  
paid him in lawful consideration.

Q What were those lawful  
considerations?

A They were, mainly <sup>deed</sup> ~~amortization~~  
ing to twenty five hundred  
dollars for five lots.

Q And these two lots included?

A Yes sir.

Q Do you remember the first  
name of the man Robinson?

A I don't remember.

Q Can you say whether or not  
there was one particular  
kind of mining stock or  
whether or not there ~~was~~  
~~one particular~~ were fifty  
kinds of stock in this  
transaction between ~~you~~  
you and the Mrs. Robinson.  
Objected as incompetent

Will you answer why do  
you refuse to answer  
that question?

A Judge rules it is a com-  
petent question. <sup>Exception</sup>  
Q There are three or four  
different kinds.

Q And you do not remember  
or can you name any  
company of which this  
stock was issued?

A Yes sir.

Q Can you name one?

A I gave him a mortgage bond  
for Five Hundred dollars -  
convertible bond on the New  
Jersey Land and Lumberment



0018

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Company?  
Q Anything else?  
A The other I cannot exactly remember.

Q Do you consider this stock of a land improvement company ~~fit~~ mining stock?

A Yes, I do not believe.

Q Do you know Mr. Eckel?

A Yes sir.

Q How long?

A For several years.

Q Do you know where Mr. Eckel lives now?

A Objected. Admitted.

Q He lives in Greenford now.

Q Did you sell these lots to Mr. Eckel?

A Yes sir.

Q Was Mr. Eckel present when you was to Mr. Robinson to buy the lots from him.

A I don't remember.

Q He could have been there?

Objected to be a Counsel

Q When did you sell these lots

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to Mr. Eckel?

A In 1889.

Q What time in 1889?

A Don't remember.

Q Was it about August?

A I think it was about August.

Q Do you remember how much Mr. Eckel paid you for this property?

A He paid me for two lots eighteen hundred dollars.

Q ~~How~~ did he pay the \$1800 to you?

A Objection, admitted by the court. He gave me two hundred dollars, also he gave me a purchase money mortgage and he gave me a note of six hundred dollars.

Q Was that the purchase money mortgage you assigned to Mr. Vanbel?

A Yes sir.

Q And that was given as part of the purchase money?

A Yes sir.



Q Was you ever in the City of  
Albany?

as  
incompetent,  
relative.

I have been in Albany, twice.

Do you know where these Colts are?

Q I have had never seen them only according to the description of the deed.

Did you ever look at my  
maps?

Agustin,

Where?

At Hotel in New York

Is a copy of the original book?

A. 720 Sir ~~...~~

2 Were you ever in the County  
Clerk's office of the City  
of Albany?

20 Nov 1941

Did you ever drive to where these lots were?

A No six

Ever on the ground?

And No. 2 is

Q Have any conversation with anybody in reference to the location of these lots?

A Yes sir,

Q Prior to the time you bought them from Mr. Robinson?

A Yes sir,

Q What did you hear about them?

A I heard they had been sold and bought for from four hundred up to one thousand dollars a piece.

Q Who told you that?

A Several persons

Q Can you name any one?

A Yes sir,

Q Who are they?

A T. Webster, No 63 Beach Street, who is a manufacturer of waxy matches. He told me there was a park laid ~~out there~~ laid out there and that the lots in that vicinity increased to five thousand dollars a piece.



This property has been located  
in this same tract of land.  
Q Have you and Mr. Eckel  
operated in this property  
before this transaction  
with Mr. Vanbel?

A Objected

Q I have operated with them

Q Have you ever offered for  
sale any part of the property  
brought by you from Robin-  
son to any person with  
Eckel before the transaction  
with Mr. Vanbel?

A Objected to.

Q I do not remember,

Q I would retain you to say  
this mortgage, which was  
taken back by you from  
Eckel was a purchase  
money mortgage and given  
at the same time of your  
deed to Eckel?

A I don't remember the exact  
date. It was a purchase  
money mortgage

Q Had you bought and sold property before?

A Yes Sir.

Q Will you look at the date of that paper that is a deed from Greismeyer to Tesel? Can you from that state when it occurred.

A It is a certified copy of the deed ought to be right.

Q Now if that was a purchase money mortgage why did you wait until the 26<sup>th</sup> of August 1888? Objected to as being incompetent and irrelevant. Admit it.

A I don't remember the exact reason why.

Q What did you do with the deed you got from Mr. Johnson? Objected to. Admit it with an exception.

Q Had it recorded by any lawyer?  
Q Who is your lawyer?



U. Philip Gudhardt.

Q Why did you give the deed  
the deed from Robinson to  
Griesmeyer to Philip Gudhardt  
objected to as being incompetent.

Q Do you know <sup>where</sup> the deed  
from Robinson to you  
was recorded?

A I do not remember.

Q Do you know as a matter  
of fact that the deed from  
Robinson to you and the deed  
back from you to Eckel  
was recorded on the same day?  
A I don't remember.

Q Do you know Mr. Senol?

A I do.

Q Did you ever have any  
transaction with him?  
Objected to, Admitted to.

A Yes sir.

Q Did Mr. Eckel in conjunction  
with you have any trans-  
action with Mr. Senol?

Objected

A No sir.

Q Mr. Eckel did not appear in the matter at all?

A No sir.

Q He did not appear?

A No sir.

Q Did he give you any notes?

A Objected to answer that.

Q Now the ~~testimony~~ <sup>had</sup> ~~you~~ <sup>just</sup> ~~testify~~ <sup>you</sup> had just

to understand you to

say that Mr. Eckel did

not appear in that matter?

A He had nothing at all to do with it.

Q Did Mr. Eckel in that same transaction give you notes?

A He did; I admitted.

Q It went ~~to~~ <sup>from</sup> to Mr.

Eckel with Mr. Samuel

and Mr. Samuel gave me note

for six hundred dollars

split up in two.

Q That was all Mr. Eckel

had to do with it.

Q It was this note that was exchanged where that came from?



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Q It was given to me as part  
payment for the two lots.  
The note which Mr. Gues-  
simey refers to is the same  
note which was given by  
Mr. Eckel to Mr. Gues-  
simey as part of the con-  
sideration for the deed of  
property sold by Mr.  
Guesimey to Mr. Eckel  
in August 1859, and  
that note was set up  
L. Do you know whether those  
notes were paid?

A. Yes.

Q. I don't know.

A. By Mr. Lewis.

Q Will you state in your own  
way the transaction of  
the White Wing?

A. I went with Mr. Ranch  
up to 136 1/2 Street and  
Corrlandt Avenue with the  
intention of buying the  
saloon, I asked for the

price he asked me eight  
 hundred and fifty dollars  
 for it and by pretending  
 which he made an which  
 were false which I can  
 prove black and white  
 he induced me to accept  
 that price and I told  
 him that I did not have  
 the cash money but if  
 he was in a position to  
 take a ~~first~~ <sup>second</sup> mortgage  
 of one thousand dollars  
 and the balance in cash  
 \$100 to be paid by Garbel to us  
 we would close the matter  
 up. He said he wanted  
 to see the mortgage and as  
 I did not leave it with  
 him I left it to ~~Mr. E. H. P.~~  
 Mrs. Pansh and Mr.  
 Pansh, they said it is  
 alright; ~~but~~ <sup>they</sup> wanted to  
 see the mortgage but Pansh  
 said it isn't necessary  
 to make any investigation  
 in regard to the value or to  
 examine the records and



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the only thing for him to do  
was to see the man who  
owned the property.

He went to Ecket and  
there Mr. Ecket made a state-  
ment that it was a first  
mortgage. I did not make  
any representations whatever.  
I simply stated it was  
the first mortgage in fact  
and I sold it for and  
that he should ask the  
owner.

Q Did you ever go to the County  
Clerk's office and make  
any inquiry there as to  
the value of that property?

A No sir.

Q Did you ever receive a notice  
that the property was  
worthless?

A I never received <sup>any</sup> notice  
from the County Clerk's office  
and I have business outside  
and he has property there  
and he never received  
such notice.

By Mr. Marshall

Q You did say it was the  
first mortgage?

A Yes sir.

Q Did you say to Mr. Vanbel  
in Reiman's office that the  
Mortgage is a good as if  
you had cash money  
that it was worth a  
thousand dollars?

A No sir.

Q Did you say that it was a  
mortgage on two city lots  
in Reiman's office to Vanbel?

A Yes sir.

Ex. P. Rausch was not my agent. He  
was offering me Vanbels saloon  
for sale and spoke to me  
about its purchase. This is how  
I came to know about it.

Sworn to before me

1. March 1890

John A. Charnock, Notary Public

Chas. Griesmeyer

I certify the above is a true and correct  
copy of the deposition being read to the defendant  
his counsel proposes that the last foregoing



**POOR QUALITY  
ORIGINAL**

0030

a sworn to by the witness  
shall be added which is  
allowed by the Court  
under exception by the  
Counsel for the People



# This Indenture

of August in the year one thousand eight hundred and eighty nine Between made the 26<sup>th</sup> day

Gustav Eckel of the City and County  
of New York party of the first part, and

Charles Guernsey

of the same place, party of

Whereas, the said Gustav Eckel is of the second part,  
the said party of the second part, in the sum of \$1000 = one thousand Dollars,  
justly indebted to

lawful money of the United States of America, secured to be paid by his certain bond or obligation,  
bearing even date with these presents, in the penal sum of two thousand Dollars,  
Dollars,

lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of  
One thousand Dollars,

lawful money of the United States to be

paid on the 26<sup>th</sup> day of Jan. 1890, with  
6% interest p.a. for 6 months

by the said bond or obligation, and the condition thereof, reference being thereunto had, may more fully appear.

Now this Indenture witnesseth, That the said party of the first part, for the better securing the  
payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest  
thereon, according to the true intent and meaning thereof, and also, for and in consideration of the sum of one  
dollar, to him in hand paid by the said party of the second part, at or before the executing and delivery of  
these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed  
and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm, unto the said  
party of the second part, and to his heirs and assigns, forever, All those certain

two (2) building lots, pieces or parcels of land, situate  
lying and being in the ninth Ward of the City of Albany and  
State of New York and known and designated as lots No 40,  
forty and (41) forty one of a block of 58 lots bounded on the  
north by Lancaster Street on the West by 14<sup>th</sup> Street, on the  
South by Jay Street and on the East by 16<sup>th</sup> Street, and being  
the same property conveyed to Gustav Eckel by deed dated  
Aug. 6. 1889 and recorded in the County Clerk's office on Oct.  
16<sup>th</sup> 1889.

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0031



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ORIGINAL

0032

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof. And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said part 4 of the first part, of, in and to the same, and every part and parcel thereof, with the appurtenances. To have and to hold the above granted, bargained and described premises, with the appurtenances, unto the said part 3 of the second part, his heirs and assigns, to his or their own proper use, benefit and behoof forever.

Provided always, and these presents are upon this express condition, that if the said part 4 of the first part, his heirs, executors or administrators, shall well and truly pay unto the said part 3 of the second part, his executors, administrators or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void.

And the said

Gustav Eckel his heirs, executors and administrators, do ES covenant and agree to pay unto the said part 3 of the second part, his executors, administrators or assigns, the said sum of money and interest, as mentioned above, and expressed in the condition of the said bond. And if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said part 3 of the second part, his executors, administrators and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said part 3 of the first part, his heirs, executors, administrators or assigns therein, at public auction, according to the Act in such case made and provided.



And as the Attorney of the said part of the first part, for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from such sale to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the surplus of the purchase money (if any there shall be) unto the said Gustav Eckel the first part, his heirs, executors, administrators or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said part of the first part, his heirs and assigns, and against all other persons claiming or to claim the premises, or any part thereof, by, from or under him or them or either of them.

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

Sales and delivered in the presence of

L. A. Macdonald

Gustav Eckel



State of New York

County of Albany

On this twenty sixth day of August in the year one thousand eight hundred and ninety nine, before me personally came

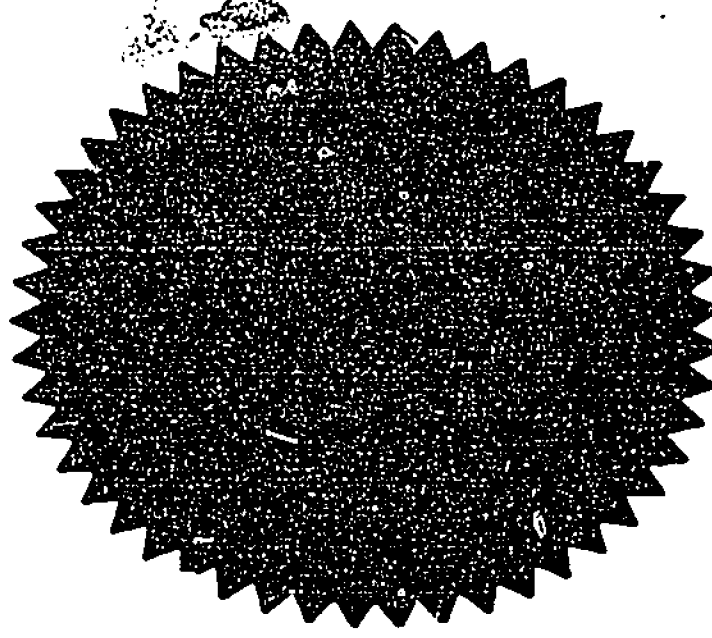
Gustav Eckel

to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he thereupon has acknowledged to me that he had executed the same.

Notary Public

Wm. J. 13

City and County of Albany, New York, to the Clerk of the City and County of Albany, authorized to receive and file the same, is genuine. OF, I have



POOR QUALITY  
ORIGINAL

0033



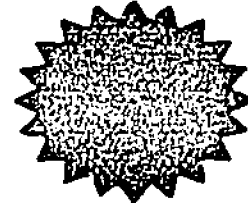
And as the Attorney of the said part of the first part, for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from such sale to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the surplus of the purchase money (if any there shall be) unto the said Justus Eckel the first part, his heirs, executors, administrators or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said part of the first part, his heirs and assigns, and against all other persons claiming or to claim the premises, or any part thereof, by, from or under him or them or either of them.

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

Sealed and delivered in the presence of

L. A. No. 10. 10.

Justus Eckel



State of New York

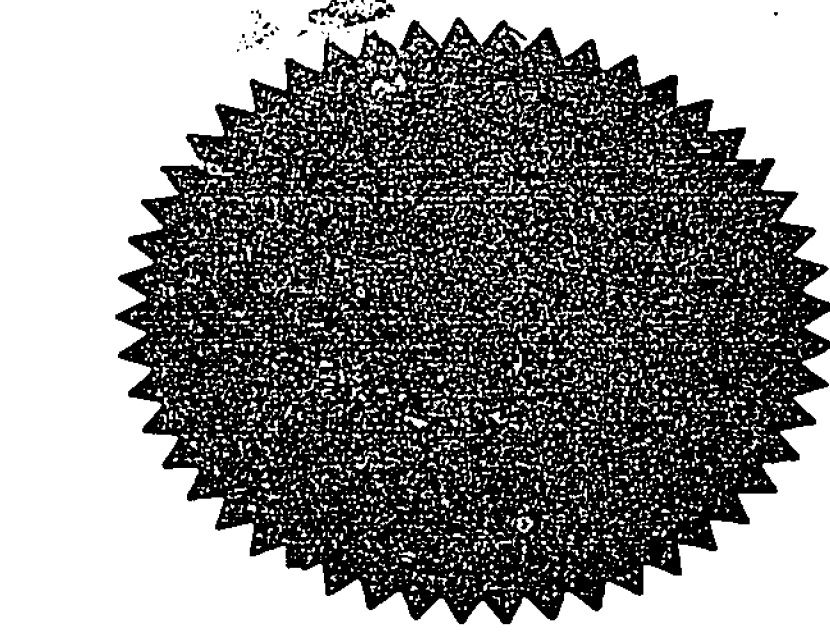
City of Albany

On this twenty sixth day of August in the year one thousand eight hundred and eighty nine, before me personally came

Justus Eckel

to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he had executed the same.

Attest



City and County of New York, and also Clerk of the Supreme Court and of the County of Albany, DO HEREBY CERTIFY, That

to the Certificate of the proof or acknowledgment of the annexed instrument, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the City and County of New York, and was authorized to take the same. And further, that I am well acquainted with the said Justus Eckel, and verily believe that the signature to the said certificate is genuine.

or, I have hereunto set my hand and seal the seal of the said Court this 1st day of

Edward J. Kelly  
Clerk.

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POOR QUALITY ORIGINAL

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POOR QUALITY  
ORIGINAL

- mortgage -

Albany County ss,  
Recorded on the 18th day  
of November 1889 at 11-27  
in Lib. 371 of mortgages  
at page 303 and Sept -  
attached

R. M. M. C. L.

Gustav Ockel

To C. O.

Charles Guernsey

First

Mortgage

2. Building Lots in Albany.

Dated August 6<sup>th</sup> 1889

Amount \$ 1000 =

Due Jan. 6<sup>th</sup> 1890

Interest 6%.

please return to

OFFICE OF

G. Newman,

180 Second Ave.,

Rec'd Nov 1889 11 24 am

State of New York  
County of Westchester  
ss.  
I, EDWARD F. REILLY, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a County Record, DO HEREBY CERTIFY, That  
On the 12th day of November, 1889 before me personally came Charles Guernsey or use known and known to me to be to the known and known to me and others the within assignment and executed the within assignment and

Signed in the presence of  
Witnesses  
{

For and in consideration of the sum of one thousand dollars being money of the United States, I have agreed to give in hand and paid by bond and receipt of the City and County of Westchester, Charles Guernsey and all my right title and interest in the within indentured mortgage to the said bondholders Charles Guernsey November 12<sup>th</sup> 1889.

Charles Guernsey

Witness

Notary  
STATE OF NEW YORK,  
City and County of New York, ss.  
I, EDWARD F. REILLY, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a County Record, DO HEREBY CERTIFY, That

whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to make the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof, or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the

City of  
Edward F. Reilly  
Notary

Albany County ss,  
Recorded on the 18th day  
of November 1889 at  
11-27 in Lib. 371  
of mortgages at page  
303 and examined  
by  
R. M. M. C. L.



**POOR QUALITY  
ORIGINAL**

0835

- mortgage -  
already loaning as,  
cancelled for the 18th day  
of November 1894 at 11-24  
in Libers 371 of mortgages  
at page 303 and kept -  
attached  
R. M. M. C. C.

Gustav Beckel

100

Charles Guernsey

First

ffinn

2. Will you let me know.

Dated August 6<sup>th</sup> 1859

Amount \$ 1000 =

Due Jan. 6<sup>th</sup> 1890

Interest 6%.

OFFICE OF

C. Newman,

117 Second Ave.,  
New York City

State of Maryland  
County of Washington  
I, the 12th day of November, 1894, before me personally came Charles Greenway or  
to me known and known to me to be  
the person who claimed in and who  
the within and within assignment and  
executed the within assignment and

Original in the possession of  
Miss Mary

for and in consideration of the sum of One thousand dollars being  
money of the United States of America to me in hand paid by Continental  
Bank of the City and County of New York I hereby sell and assign  
all my right title and interest unto the within indentured  
Mortgage to the said Continental Bank  
dated New York November 12<sup>th</sup> 1889.  
J. J. O'Donnell

Geo. Greening

From 1.  
STATE OF NEW YORK } ss.  
City and County of New York,  
I, EDWARD F. REILLY, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, DO HEREBY CERTIFY, That

whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a resident of the County of New York, dwelling in the said City, commencing the said instrument, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate, with the handwriting of such Notary, is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court of County, the

Day of *February* 1899

*Edward J. Neely*

Clerk

Albany County, N.Y.  
 Run deep in the 18th -  
 early 19th century 1840's  
 11 E 4th in Box 371  
 of New York State Parks  
 307 and examined  
 12/12/77

Walpmire



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POOR QUALITY  
ORIGINAL

0837

Office of  
G. Newman,  
180 Second Ave.,  
New York City, N.Y.

Amount \$ 1000 =  
Due Jan. 6<sup>th</sup> 1890  
Interest 6%.

2. Lending etc. in Albany.

**Mortgage**

First

Charles Greenman

To C. C.

Quotations

Albany County ss,  
Recorded in the 18th day  
of November 1889 at 11:24  
in Book 371 of mortgages  
at page 303 and 304  
and 305.

- mortgage -

For and in consideration of the sum of one thousand dollars legal  
money of the United States of America to me in hand paid by Charles  
Greenman of the City and County of New York I hereby sell and assign  
all my right title and interest into the within indentured of  
Mortgage to the said Charles Greenman  
dated New York November 12<sup>th</sup> 1889.

Chas Greenman

Signed in the presence of  
Greenman

Shade of New York  
County of New York

On the 12<sup>th</sup> day of November 1889 before  
me personally came Charles Greenman or  
to me known and known to me to be  
the person and described in and who  
the within assignment and  
is duly acknowledged  
in extended the same

Assignment

Albany County ss,  
Recorded on the 18th day  
of November 1889 at  
11:24 A.M. in Book 371  
of mortgages at page  
303 and 304 and 305

Chas Greenman

Greenman  
Public  
New York



POOR QUALITY  
ORIGINAL

0030

THIS INDENTURE Made the 6<sup>th</sup>  
day of August in the year one  
thousand eight hundred and  
eighty nine **BETWEEN** Charles

Griismeyer of the City of  
New York Party of the first  
part and Gustav Eckel,  
Party of the second part

**WITNESSETH**

that the said  
party of the first part in  
consideration of \$1200- in  
partly cash and other lawful  
consideration has duly paid  
has sold and by these presents  
do grant and convey to the said  
party of the second part all  
those certain two lots pieces or  
parcels of land situate lying  
and being in the ninth ward  
in the City of Albany and  
State of New York and known  
and designated as lots numbered  
40, forty and 41 forty one  
of a block of 58 lots bounded  
on the north by Lancaster Street  
on the west by 14<sup>th</sup> street and  
the south by Jay Street and  
on the East by 16<sup>th</sup> Street

and being part of the same  
property conveyed to the party  
of the first part by Warranty  
Deed dated August 5<sup>th</sup> 1889  
by Frederick Robinson (With the  
Covenances and all the  
estate, title and interest of the  
said party of the first part  
therein and the said party of  
the first part hereby Covenant  
and agree that at the delivery  
hereof is the lawful owner of  
the premises above granted  
and seized of a good and  
indefeasible estate of inheritance  
therein clear of all incumbrances  
except taxes, and that I will  
warrant and defend the above  
granted premises in the quiet  
and peaceable possession of the  
said party of the second  
part his heirs and assigns  
forever ~~Witness~~ <sup>Whereof</sup> the said  
party of the first part has recited  
at my hand and seal the day &  
year first above written  
Galea and delima) Chas. Gummeyer "L.S."



POOR QUALITY  
ORIGINAL

0040

in the presence of  
Jm Nagel }

State of New York }  
City and County }  
of New York } \$

On this 6<sup>th</sup> day  
of August in the year one thousand  
eight hundred and eighty nine  
before me personally came Chas  
Grimmeyer to me known and  
known to me to be the individual  
described in and who executed  
the foregoing instrument and  
he acknowledged that he executed  
the same.

(24)

Jm Nagel

Notary Public

New York County

State of New York }  
City and County }  
of New York } \$

I Edmund A. Riley  
Clerk of the City and County of  
New York, and also Clerk of the  
Supreme Court for the said City  
and County the same being  
a Court of Record do hereby

GLUED PAGE

POOR QUALITY  
ORIGINAL

0041

Certify that Mr. Nagel whose  
name is subscribed to the  
Certificate of the proof or acknow-  
-ledgment of the annexed instru-  
-ment and thereon written, was  
at the time of taking such  
proof or acknowledgment a  
Notary Public in and for the  
City and County of New York  
and dwelling in the said City  
and duly authorized to take  
the same, and further that I  
am well acquainted with the  
handwriting of such Notary and  
truly believe that the signature to the  
said Certificate of proof or acknow-  
-ledgment is genuine. My testimony I have  
recently set my hand and affixed  
the seal of the said City and County  
the 26<sup>th</sup> day of Aug. 1889.

J. D. Edward J. Reilly  
Clerk

Rec'd Oct 16/89 }  
230 P.M.



GLUED PAGE

POOR QUALITY  
ORIGINAL

0042

Certify that *M<sup>rs</sup> Nagel* whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument and thereon written, was at the time of taking such proof or acknowledgment a *Notary Public*, in and for the City and County of New York dwelling in the said City commissioned and sworn in and duly authorized to take the same, and further that I am well acquainted with the handwriting of such *Notary* and

State of New York, } ss:  
CITY AND COUNTY OF ALBANY, CLERK'S OFFICE, }

I, **ROBERT H. MOORE**, Clerk of the said City and County, and also Clerk of the Supreme and County Courts, being Courts of Record held therein, Do HEREBY CERTIFY, that I have compared the annexed copy *Durb*

with the record of the original thereof, recorded in this office on the *16* day of *Oct* 188 *9* at *2 30* hours *P* M., in Book No. *411* of *Durb* on page *64* &c., and that same *is a* correct transcript therefrom, and of the whole of said record.

In Testimony Whereof, I have hereunto set my hand, and affixed my official seal, this *15* day of *Nov* 188 *9*

*R H Moore* Clerk.

*230 P.M.*

POOR QUALITY  
ORIGINAL

0043

Deed  
Chas. Greenmeyer  
to  
Gustav Eckel

Recorded 26  
in ~~Greenmeyer~~ 33

Albany County ss  
Recorded on the 16th  
day of October 1889 at  
2<sup>30</sup> p.m. in Book  
of Deeds 411 at page  
64 & examined

Levin

E. B.



POOR QUALITY  
ORIGINAL

0844

Sec. 192.

6<sup>th</sup> District Police Court.

Undertaking to appear during the Examination.

CITY AND COUNTY }  
OF NEW YORK, } ss.

An information having been laid before John Cochrane Esq a Police Justice  
of the City of New York, charging Charles Guismeyer Defendant with  
the offence of Larceny, Felony

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 hear-  
ing thereof having been adjourned.

We, Charles Guismeyer Defendant of No. 253  
Centre Street; by occupation an Agent  
and Robert H. Waldron of No. 140 West 134<sup>th</sup> Street  
~~Surety~~, by occupation a Real-estate Agent Surety, hereby jointly and severally undertake that  
the above named Charles Guismeyer Defendant  
shall personally appear before the said Justice, at the 6<sup>th</sup> 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 Fifteen  
Hundred Dollars.

Taken and acknowledged before me, this

day of

March

1890

1<sup>st</sup> Chas. Guismeyer  
Robt. H. Waldron  
John Cochrane POLICE JUSTICE.

POOR QUALITY  
ORIGINAL

0045

CITY AND COUNTY } ss.  
OF NEW YORK, }

Sworn to before me this  
day of March 1891  
John C. Baker, Police Justice.

the within named Bail and Surety being duly sworn, says, that he is a resident and a free holder within the said County and State, and is worth Thirty 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 located of land located at No 140 West 137<sup>th</sup> Street and is worth over and all encumbrances against defendant or said property Twelve thousand dollars & defendant is worth more & absolute value

Robert H. Waldron

District Police Court.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

Undertaking to appear  
during the Examination.

vs.

188

Taken the day of

Justice.



POOR QUALITY  
ORIGINAL

0046

6<sup>th</sup> District Police Court—

Affidavit—Larceny.

CITY AND COUNTY }  
OF NEW YORK, } ss.

judges, of No. 548 East 150<sup>th</sup> Street, Constantine Vambel, 40 years,  
New York City,  
being duly sworn, deposes and says, that on the eleventh day of November 1889  
at the South East Corner of Courtland Avenue and 156<sup>th</sup> Street City of New York,  
in the County of New York, was feloniously taken, stolen and carried away from the possession  
of deponent, in the day time

the following property, viz.: good and lawful money of the  
United States, bills or notes of various denominations,  
of the value together of One Hundred and  
Fifty Dollars and stock of goods furniture  
and fixtures of the value at the South  
East Corner of Courtland Avenue and  
156<sup>th</sup> Street of the value together of Eight  
hundred and Fifty Dollars; altogether  
of the value of One thousand 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 Charles Greismeyer, from

the following facts: At said time and place  
deponent sold and delivered to said Greismeyer  
the said salvor stock and fixtures in exchange  
for a certain mortgage purporting to be of the  
value of One thousand dollars and paid to  
said Greismeyer the said sum of money  
as the difference between the value of said  
salvor property and said alleged mortgage.  
Said Greismeyer represented that said  
mortgage was upon property within the

Sworn before me this

17<sup>th</sup>

day of November 1889

Police Justice.

POOR QUALITY  
ORIGINAL

0047

and was of the value and of the nature by him  
then represented  
City of Albany, which representation was  
false and fraudulent and was made  
with intent to deceive and defraud  
this defendant and thereby this defendant  
was deceived and defrauded. Wherefore  
defendant prays that said Charles Greismeyer  
may be arrested and dealt with as the  
law directs.

Sum to before me this  
17<sup>th</sup> day of November 1889  
J. M. Co. M. J. J.  
Police Justice

Constantine Vauld

District Police Court.

THE PEOPLE, & CO.,

ON THE COMPLAINT OF

Constantine Vauld

Charles Greismeyer

AFFIDAVIT—Larceny.

DATED November 17 1889

Cochrane MAGISTRATE.

OFFICER.

WITNESSES:

DISPOSITION



POOR QUALITY  
ORIGINAL

0048

I herewith testify, that Mr. Charles  
Friesmaier is still under medical treatment  
and not able to leave his bed.

New York December 19<sup>th</sup> 1889.

Dr. M. Block  
507 E. 58<sup>th</sup> St.

POOR QUALITY  
ORIGINAL

0049

Sec. 151.

6<sup>th</sup>

District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss

In the name of the People of the State of New York; To the Sheriff of the County of New York, or any Marshal or Policeman of the City of New York:

Whereas, Complaint on oath, has been made before the undersigned, one of the Police Justices in and for the said City, by Constantine Vambel

of No. 545 East 150<sup>th</sup> Street, that on the 11<sup>th</sup> day of November 1889 at the City of New York, in the County of New York, the following article to wit: Good and lawful money to the value of One hundred and fifty dollars and silver clock, pictures and property of the value of Eight hundred and fifty dollars in all of the value of One thousand Dollars, the property of said complainant was taken, stolen, and carried away, and as the said complainant has cause to suspect, and does suspect and believe, by Charles Greismeyer

Wherefore, the said Complainant has prayed that the said Defendant may be apprehended and bound to answer the said complaint.

These are, Therefore, in the name of the PEOPLE of the State of New York, to command you the said Sheriff, Marshals and Policemen, and every of you, to apprehend the body of the said Defendant and forthwith bring him before me, at the 6 DISTRICT POLICE COURT, in the said City, or in case of my absence or inability to act, before the nearest or most accessible Police Justice in this City, to answer the said charge, and to be dealt with according to law.

Dated at the City of New York, this 17<sup>th</sup> day of November 1889

A. D. McLaughlin POLICE JUSTICE.

POLICE COURT, 6 DISTRICT.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

Constantine Vambel

vs.

Charles Greismeyer

Warrant-Larceny.

Dated November 17<sup>th</sup> 1889

Cochrane Magistrate

John H. Stehle Officer

The Defendant Charles Greismeyer taken, and brought before the Magistrate, to answer the within charge, pursuant to the command contained in this Warrant.

John H. Stehle Officer.

Dated Dec 7<sup>th</sup> 1889

This Warrant may be executed on Sunday or at night.

A. D. McLaughlin Police Justice.

REMARKS.

Time of Arrest, 9:40 A.M. Dec 7/89

Native, of Germany

Age, 41

Sex Male

Complexion Light

Color White

Profession, Capt.

Married Married

Single

Read, Yes

Write, Yes

253 Bowler St.



POOR QUALITY  
ORIGINAL

0850

Sec. 198—200.

16<sup>th</sup>

District Police Court.

CITY AND COUNTY  
OF NEW YORK. } ss.

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

Question. What is your name?

Answer. *Charles Gussmeyer*

Question. How old are you?

Answer. *Forty one*

Question. Where were you born?

Answer. *Germany*

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

Answer. *1753 Centre Street one month*

Question. What is your business or profession?

Answer. *Agent*

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*

*Chas Gussmeyer*

Taken before me this

day of *December* 1889.

*John O'Connell* Police Justice.

0051

[illegible]

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of \$100 ~~Three 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.

There being no sufficient cause to believe the within named.....  
 ..... guilty of the offence within mentioned. I order h to be discharged.  
 Dated.....18.....Police Justice.



POOR QUALITY  
ORIGINAL

0852

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

THE PEOPLE OF THE STATE OF NEW YORK,  
AGAINST

*Charles Friesmeyer*

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

*Charles Friesmeyer*

of the CRIME OF *Grand LARCENY in the first degree*,  
committed as follows:

The said *Charles Friesmeyer*,

late of the City of New York, in the County of New York aforesaid, on the *twelfth*  
day of *November*, in the year of our Lord one thousand eight hundred and  
eighty-*nine*, at the City and County aforesaid, with force and arms, with intent to  
deprive and defraud *one Constantin Vaudel*

of the proper moneys, goods chattels and personal property hereinafter mentioned, and of  
the use and benefit thereof, and to appropriate the same to *his* own use, did then and  
there feloniously, fraudulently and falsely pretend and represent to *the said*  
*Constantin Vaudel*,

That *a certain paper purporting to be a bond*  
*and bearing date August 26<sup>th</sup> 1889 and to have been*  
*executed in and by one of said Constantin Vaudel, and*  
*conditioned for the payment to him the said Charles*  
*Friesmeyer, his executors, administrators or assigns by the*  
*said Constantin Vaudel, his heirs, executors or administrators, of*  
*the sum of one thousand dollars and money of the*  
*United States with six per cent interest per annum for six*  
*months, on the 26<sup>th</sup> day of January 1890, together with*  
*a certain other paper purporting to be a mortgage*  
*of the said sum of said Constantin Vaudel, bearing date the*  
*same 26<sup>th</sup> day of August 1889, and to have been executed in*  
*and by one of said Constantin Vaudel and Charles*  
*Friesmeyer, wherein and whereby the said Constantin Vaudel for*  
*the better securing the payment of the said sum of one*  
*thousand dollars mentioned in the said bond, and also for and*  
*in consideration of the sum of one dollar, conveyed unto the*  
*said Charles Friesmeyer, and to his heirs and assigns forever*  
*two certain building lots, pieces or parcels of land, situated*  
*in the Ninth Ward of the City of Albany in the said State of*  
*New York, known and designated as lots number 40 and 41*

POOR QUALITY  
ORIGINAL

0053

of a block of 50 lots bounded on the north by Lancaster Street, on the west by 17th Street, on the south by 18th Street and on the east by 16th Street, upon condition however, and provided always, that if the said Charles F. Fierman, his heirs, executors and administrators, should well and truly pay unto the said Charles F. Fierman, his executors, administrators or assigns, the said sum of one thousand dollars, and the interest thereon, at the time and in the manner provided in the said bond, and according to the true intent and meaning thereof, that then the said mortgage should cease, determine and be void, which said paper writing the said Charles F. Fierman then and there produced and offered and proposed to assign, transfer and set over to the said Constantine Vandel in exchange <sup>and in consideration of</sup> the sum of one hundred and fifty dollars in money, and the said stock of goods, furniture and fixtures then belonging to the said Constantine Vandel, and then contained in his abode situated at the south-east corner of Canal and Avenue and 15th Street in the said City of New York, — were then and there a good and valid <sup>and valuable</sup> bond and mortgage and were then and there of the full value of one thousand dollars.

And the said Constantine Vandel

then and there believing the said false and fraudulent pretenses and representations so made as aforesaid by the said Charles F. Fierman

and being deceived thereby, was induced, by reason of the false and fraudulent pretenses and representations so made as aforesaid, to deliver, and did then and there deliver to the said accept the said proposition and offer of the said

Charles F. Fierman, and did then and there give and deliver to the said Charles F. Fierman in exchange for the said bond and mortgage and in consideration of the assignment and transfer of the same to him, the sum of one hundred and fifty dollars in money, lawful money of the United States of America, and of the value of one hundred and fifty dollars, and also the said stock of goods, furniture and fixtures above mentioned, the same consisting of domestic goods, chattels and personal property (a more particular description whereof is to be found in the aforesaid instrument) of the value of eight hundred and fifty dollars, — of the proper moneys, goods, chattels and personal property of the said

Constantine Vandel,

And the said Charles F. Fierman, did then and there feloniously receive and obtain the said proper moneys, goods, chattels, and personal property, from the possession of the said Constantine Vandel,

by color and by aid of the false and fraudulent pretenses and representations aforesaid, with intent to deprive and defraud the said Constantine Vandel

of the same, and of the use and benefit thereof, and to appropriate the same to his own use

Whereas, in truth and in fact, the said paper writing which the said Charles F. Fierman so as aforesaid then and there produced, and offered and proposed to assign, transfer and set over



POOR QUALITY  
ORIGINAL

0054

to the said Constantine Vardoulis in exchange  
for and in consideration of the said sum  
of one hundred and fifty dollars in  
money and the said stock of goods, fixtures  
and fixtures, were not then and there of  
good or valid, or valuable land and  
mortgages, and were not then and there of  
the full value of one thousand dollars.

And Whereas, in truth and in fact, the pretenses and representations so made  
as aforesaid by the said Charles F. Fierman  
to the said Constantine Vardoulis was and were  
then and there in all respects utterly false and untrue, as he the said  
Charles F. Fierman  
at the time of making the same then and there well knew

And so the Grand Jury Aforesaid, do say that the said  
Charles F. Fierman  
in the manner and form aforesaid, by the means aforesaid, the said proper moneys, goods,  
chattels and personal property of the said Constantine Vardoulis,  
then and there feloniously did STEAL, against the form of the Statute in such case made and  
provided, and against the peace and dignity of the said people.

JOHN R. FELLOWS,

District Attorney.

0855

**BOX:**

391

**FOLDER:**

3646

**DESCRIPTION:**

Griffith, John F.

**DATE:**

04/29/90



3646



POOR QUALITY  
ORIGINAL

0056

Bail fixed at  
\$500 = RBE

Witnesses:

Mr. H. Maguire  
Geo. S. Schuman  
Clark Bell

Ag't deposited \$500 cash  
with J. J. Hamilton  
W. A. C. 30/90

Apr 25 7  
New York City

Counsel,  
Filed day of April 1890  
Pleads, J. J. Hamilton

THE PEOPLE  
vs.  
John J. Griffith

KEEPING A HOUSE OF IL FAME, ETC.  
[Sections 322 and 385, Penal Code]

JOHN R. FELLOWS,  
District Attorney.  
Bail discharged

A True Bill.

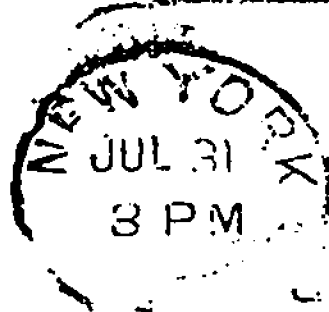
W. J. O'Brien

Foreman.

W. J. O'Brien  
1890

POOR QUALITY  
ORIGINAL

0857



Barton H. Weeks Esq.  
Asst District Atty.  
Dist. Atty's Office  
City



POOR QUALITY  
ORIGINAL

0050

COURT OF GENERAL SESSIONS OF THE PEACE  
FOR THE CITY AND COUNTY OF NEW YORK.

----- X  
THE PEOPLE OF THE STATE OF NEW YORK )

--VS-- )

John F. Griffith. )  
----- X

To the Honorable Delancy Nicoll,

District Attorney of the City and County of New York.

DEAR SIR:

PLEASE TAKE NOTICE that on the affidavit of John F. Griffith, defendant, verified July 1st, 1891, and on the indictment and all the proceedings herein the defendant will move before the Presiding Judge of the Court of General Sessions of the Peace, Part I, to be held at the County Court House in and for the City and County of New York, on the 6th day of July, 1891, at 11 o'clock in the forenoon of that day or as soon thereafter as counsel can be heard, for an order that the indictment herein, to wit: the indictment against the defendant found on or about the 28th day of April, 1890, shall be dismissed under and pursuant to the provisions of section 608 of the Code of Criminal Procedure, and that the bail entered on said indictment shall be discharged, and for such other and further order in the premises as may be just.

Dated, New York, July 1st, 1891.

John D. Quincy

William F. Howc

of Counsel for Defendant,

280 Broadway, New York City.

POOR QUALITY  
ORIGINAL

0059

Pol. 1

COURT OF GENERAL SESSIONS OF THE PEACE  
FOR THE CITY AND COUNTY OF NEW YORK.

-----X  
The People of the State of New York )

--VS-- )

John F. Griffith. )  
-----X

City and County of New York, ss:

John F. Griffith, being duly sworn, deposes and says:

That I am the defendant in the above entitled action.

" 2 That I was indicted on or about the 20th day of April, 1890,  
in this Court upon a charge of keeping and maintaining a  
common bawdy house and house of ill-fame, and thereafter  
forthwith entered bail under said indictment for the sum of  
Five hundred dollars.

On or about the 6th day of May, 1890, I entered a plea  
of not guilty, and since which time I have been duly and  
anxious for the trial of the said indictment.

" 3 Since the indictment was found and the plea entered  
there have been numerous terms of the Court of General  
Sessions at which the indictment was triable and might have  
been tried, have been held and have elapsed since said in-  
dictment was found.

That since deponent has filed his plea to the indict-  
ment he has been notified to appear ten times either to fix  
a time for trial or for trial, to wit:

" 4 1890--May 6, May 21, Sept. 19, 18, 22, 29.  
1891--Feb. 11, May 26, June 23, July 1,



POOR QUALITY  
ORIGINAL

0060

and has upon five different dates subpoenaed his witnesses and was ready for trial, several of his witnesses coming to the City especially to attend the trial.

" 5 That I am entirely innocent of the charge alleged against me in said indictment or of any other offense, and the fact of my being indicted and being thus liable of doing great injustice to me.

" 6 That the trial of the said indictment has never been postponed upon my application or at my expense, and since said indictment was found I have always been advised and ever for trial. In consequence of the facts above stated I respectfully ask the Court to direct that an order should be entered herein annulling said indictment under and pursuant to the provisions of section 100 of the Code of Criminal Procedure, and that the bail given by me hereunder be discharged from my personal liability to me.

No previous application has been made to the Court on this.

Given to before me this )

3rd day of July, 1891. )

" 7 (R.S.)  
Stanton Perry  
Notary Public  
Westchester Co  
Cert filed in N.Y. Co.

John P. Griffitt

POOR QUALITY  
ORIGINAL

0061

General Sessions Court.

The people of the  
State of New York

against

John P. Griffith

Affidavit & Notice of Motion

John J. Lawrence,  
Attorney for Defendant &

300 NASSAU STREET,  
NEW YORK.

To  
Delancy McElwain Esq  
District Attorney

del to Judge July 19/91

W. H. Hasbrouck & Co., Law Stationers, 51 Nassau St., N. Y.



POOR QUALITY  
ORIGINAL

0862

LAW OFFICES OF  
CLARK BELL,

No. 57 BROADWAY,

Profr. Griffiths.

NEW YORK, June 22 1891

My Dear Sir: If you mean really  
to try the case, you will  
have to give your own day  
a week or ten days in  
advance, & put your best  
men getting witnesses.  
For if he gets any clue  
to the day of trial in  
advance, he will be  
almost certain, to get  
your witnesses out of the  
way as he did Mr. Goff.  
Your success will depend  
on this in my opinion -

Mr. Jim  
But don't allow

Yours  
Clark Bell

POOR QUALITY  
ORIGINAL

0063

## FORTY-FOURTH STREET ASSOCIATION

President: J. C. SANDERS, Esq., No. 119 West 44th Street.  
Treasurer: JOHN H. HINDLEY, No. 118 West 44th Street.  
Secretary: LEON DEUTSCH, No. 139 West 44th Street.

### BOARD OF MANAGEMENT:

CLARK BELL, LEOPOLD COHEN, WM. H. MARSTON, WM. MCKEE.

Attorney and Counsel: CLARK BELL, No. 108 West 4th Street.

New York, April 22<sup>d</sup> 1890

Mr Lindsay  
Att. Gen. Atty

I have handled Matter  
for you. Confiscate Correspondence  
in Matter of People vs. Rebecca  
Cohen, Isaac & Cohen as  
owners, and John F. Griffith as  
tenant of 777 - 6<sup>th</sup> av. on  
Complaint of Delaney, a pt name  
as Dis orderly - They contain  
Letters to Capt Kelleys of April 9,  
" " Supt. Murray of April 14, 16, 18,  
" " Prt. Doi Police April 18<sup>th</sup> & 21<sup>st</sup>  
" from Capt Kelleys of April 10  
" " Supt. Murray of April 15 & 18<sup>th</sup>  
" " John F. Griffith Mar 8, April 8,  
" " Rebecca & Isaac & Cohen April 8, 90  
Copies Action 446<sup>th</sup> Association  
Letter from Benno Levy, April 17, & 21<sup>st</sup>  
" to Benno Levy, of April 18, 19, & 21<sup>st</sup>  
I will send you memorandum  
of witnesses - Yours  
Clark Bell



**POOR QUALITY  
ORIGINAL**

0064

### Forty-Fourth Street Association.

President, J. C. SANDERS, Esq., No. 119 West 44th Street  
Treasurer, JOHN H. HINDLEY, No. 118 West 44th Street  
Secretary, LEON DEUTSCH, No. 139 West 44th Street

#### BOARD OF MANAGEMENT

CLARK BELL, L. E. SCHOONMAKER, GEO. S. LESPINASSE, DR. JOS. FINCH

ATTORNEY AND COUNSEL, Clark Bell, No. 108 West 44th Street.

NEW YORK, January 28th 1890

At a meeting of the Board of management of this association held pursuant to call of the President, at 119 West 44th Street, President J. C. Sanders, in the chair.

In the absence of the Secretary, on motion of Mr. Bell, Mr. Lespinasse was chosen Secretary pro tem.

The President stated that the meeting had been called to consider what steps could be taken to suppress the disorderly houses on the corner of 6th Avenue and 44th Street over the store in the building occupied by Messrs. Houston & Steidle, and the assignation house on the northwest corner of the same street, against which complaints were made by residents

Mr. Lespinasse moved after informal discussion,

That the attorney of the association be instructed to take all steps known to the law to bring the owners, lessees and occupants of these premises to justice for keeping and permitting these disorderly houses to be kept open, and also to proceed against the agent Mr. da Cunha who had leased the rooms in the store occupied by Houston & Steidle for purposes of prostitution.

Which motion was carried, unanimously

It was moved and carried unanimously that the said attorney be instructed to notify the owners of the property that these premises were now used for illegal and disorderly purposes and in violation of law, and of the action of this body instructing him to take legal proceedings to abate the nuisance which affected the character of the street and the value of the property therein for purposes of residence of families.

It was moved by Mr. Lespinasse that the Treasurer be directed to send out bills for and collect dues of \$10 each from members and to invite all residents and owners of the street to unite in the organization.

It was on motion, Resolved that the members of the Board of Management be requested to sign their approval of the foregoing action.

J. C. SANDERS., President.

Geo. S. Lespinasse., Secretary, Pro tem

We concur and approve; L. E. Schoonmaker.  
Joseph Finch.  
John H. Hindley.  
Clark Bell.

POOR QUALITY  
ORIGINAL

0065

## FORTY-FOURTH STREET ASSOCIATION.

President: J. C. SANDERS, Esq., No. 119 West 44th Street.  
Treasurer: JOHN H. HINDLEY, No. 118 West 44th Street.  
Secretary: LEON DEUTSCH, No. 139 West 44th Street.

### BOARD OF MANAGEMENT:

CLARK BELL, LEOPOLD COHEN, WM. H. MARSTON, WM. MCKEE.

Attorney and Counsel: CLARK BELL, No. 108 West 4th Street.

*New York, April 8, 1880*

Capt. Killian  
Capt. 23rd Precinct Station  
No. 347 W 47th Street

Dear Sir:-

I enclose you copy the action of the Board of Managers of 44th St Association of Jan'y. 23rd. last to advise <sup>you</sup> of the situation in our street.

The houses of Prostitution on South West corner are in part removed and we shall clear those without calling in your aid.

We however shall need your assistance in regard to the house of prostitution, kept by John P. Griffith on the North West corner 44th Ave. and 44th Street, - No. 777 Sixth Avenue.

The entrance to that part of the house used for purposes of prostitution and as rooms for prostitution, are on 44th Street, and they are a great annoyance to our families in the Street.-

We have already abundant evidence, but what we desire of you, is to station a policeman for thirty days at this entrance on 44th Street on the side wall from 10 A M to 12 P M instructed to keep an account of the number of those who enter, time they remain, names when known- and report.-

I am acting under advice of authorities in calling in your aid.-

Respectfully Yours:

Clark Bell

Atty. for the 44th St

*Ans*



POOR QUALITY  
ORIGINAL

0066

New York, April 14th. 1890

Hon. Wm. Murray,  
Supt. of Police.  
Dear Sir.-

I enclose you,

1. The action of our association regarding the houses on corner of 44th. Street and 6th. Avenue.-

No. 777 is a house of assignation kept by John F Griffith- He resides at No. 324 W 47th. St. The property is owned by the estate of Jacob Cohen deceased from whom Griffith leases it.

The names of the Executors of the estate are.

Rebecca Cohen- :

Isaac K Cohen-: 347 W 28th. Street

It has been kept as a house of assignation for sometime.

2. I enclose copy of two letters sent Griffith-

1. March 8, 90 by mail.

2. April 8, 90 served on him by one of our Board, to whom he acknowledge the receipt of the letter of 8th. March- to which he made no reply.

3. Copy of letter sent executors of Jacob Cohen and served on one of her sons at the residence of Rebecca Cohen who was said to be ill-

Mr. Griffith had the letter in his possession when our manager talked with him as also the letter I had sent Capt. Killilea of which I also enclose a copy.

4. Copy letter sent Capt. Killilea-

We have without calling on the aid of the Police succeeding in clearing out the prostitutes from the 1st. 2nd and 3rd. floor of the Building on S W corner of 44th. St. and 6th. Ave. owned by Jas. J Greenwood, and rented by Houston & Steinle, The landlord co-operating with our association and the Case going to the Grand Jury, preliminary where it is suspended for the present and will not be pressed unless they again put in similar characters.

Capt. Killilea replied to our communication stating that he had not the power to detail the policeman as desired, but recommended that we apply to you and that he thought you would detail the policeman as requested-

Mr. Griffith ignores our letters and has stated to our manager who called that he.

1. Will not close the side door nor abandon the business.

2. He willing to keep it as quiet and well regulated as possible

3. He will fight us to the bitter end &c. &c.

He has taken the next building North and out through so that all the floors over both buildings are now used for this purposes..

We ask your assistance in remedying this evil.

We did not ask Capt. Killilea to obtain evidence-

The place being notorious for some time, but in addressing you, we shall leave you to the exercise of your discretion as to using the detective force or to taking such steps as you regard as proper to bring these offenders to Justice and stop the violation of law.

We have evidence sufficient to in act and convict-

If you will station a policeman, at the side entrance in 44th. St. for a few weeks 10 A M to 12 P M who can be relied upon, and whom he cannot influence, it, would aid much in bringing him to terms, as is believed.

The 6th. Ave entrance is closed he being under the impression that people would not enter the place as a house of assignation from the brilliantly lighted Avenue-

Will you please thoroughly investigate, and aid us in our efforts to clear this street we have put out every other disreputable party out of the street except one.

Yours

Clark Bell

POOR QUALITY  
ORIGINAL

0057

Police Department of the City of New York  
Superintendent's Office,  
300 Mulberry St.

New York, April 15 1890.

Clark Bell Esq.,  
108 West 44th. St. City.

My Dear Sir,

I have the honor to acknowledge receipt of your favor of 14inst, with enclosures relative to 777 - 8th. Ave. and to request you will have the kindness to call at this office, at 10 O'clock A M Saturday 19 inst. as I desire to see you in reference to the matter- Capt. Killilea will be present

Very truly Yours  
Wm. Murray  
Supt.

New York, April, 16th. 1890.

Hon. Wm. Murray  
Supt. Police Department  
My Dear Sir.-

I am obliged for your kind note of 15th. in response to mine of the 14th. which has been laid before my associates.

It is of the highest importance from our view that you detail a policeman for the purpose named, at once, and a delay until Saturday would in our opinion prejudice the public interest.

What the association desires is, your co-operation now and immediately

Are you willing to aid us in this matter? Awaiting your reply - I remain

Very faithfully, Yours  
Clark Bell.



**POOR QUALITY  
ORIGINAL**

0068

Police Department of the City of New York  
Superintendents Office  
300 Mulberry St.

New York, April 18th. 1890.

Clark Bell Esq.  
57 Broadway City  
My Dear Sir.

Your favor of 16 to hand  
In reply thereto will state that I made the  
time Saturday thinking it would suit you convenience best, but I shall  
be pleased to see you at any hour you can make it convenient to-day at  
any time.

Very Respectfully Yours  
Wm. Murray  
Supt.

New York, April 18th. 1890.

Hon. Wm. Murray  
Supt. Police  
300 Mulberry St.  
Dear Sir.

I have received yours of this date in response  
to mine of 16th. - and laid it before my associates.  
We regret that you do not feel willing to grant  
our request. -  
We ask for your, co-operation and assistance in  
one respect.  
I find it impossible to call upon you as requested to day,

Yours truly  
Clark Bell  
Atty. for 44th. St. Association

POOR QUALITY  
ORIGINAL

0069

New York, April 18th. 1890.

To the Honorable the President  
The Board of Police  
300 Mulberry St.

Dear Sir.

On the 14th. April instant I addressed a letter to Hon. Wm. Murray, Supt. of the Police of which I enclose a copy.-

The enclosures were sent to Supt. Murray, and are in his hands.-

I enclose the correspondence with that official.

May this association ask of you co-operation in our work and the authority for the detail of the policeman as is therein requested.

Very faithfully Yours

Clark Bell

Atty. for 44 St. Association.



**POOR QUALITY  
ORIGINAL**

0070

New York April 21st 1960

C. F. Mac Lean  
President of the Board of Police  
Dear Sir.

I Thanks for your kind and promise of C-operation.

I enclose copy of Capt. Killilea's letter - We had cleared  
the S W corner without asking the aid of the police, and indeed with  
out there knowledge. (vid my letter to Killilea)

I shall do myself the honor of calling upon you, at any  
time and place you name, except in the forenoon when I am engaged and  
can't well call.

We get no later response from Capt. Murray, or promise of  
aid.

I have been too busy to call upon him. Interviews are of a  
service, what we asked of that officers, was action

Very faithfully Yours  
Clark Bell

**POOR QUALITY  
ORIGINAL**

0071

Police Department of the City of New York.  
Precinct No. 22.

New York, April 10th. 1890.

Clark Bell, Esq.,

Dear Sir:

On receipt of your communication of the 9th. inst., I immediately investigated the matter complained of, and I find that every family in the house on the south-west corner of 6th Ave., and 44th St., have moved out and the house is entirely vacant above the store. As to detailing a man on the North-west corner, for the purpose mentioned, I would gladly acquiesce in your request, but it is out of my power to do so, but I would suggest that you call upon Superintendent Murray, and probably he will grant your request.

Very Respectfully  
Thomas Killilea  
Captain



POOR QUALITY  
ORIGINAL

0072

# FORTY-FOURTH STREET ASSOCIATION.

President: J. C. SANDERS, Esq., No. 119 West 44th Street.  
Treasurer: JOHN H. HINDLEY, No. 118 West 44th Street.  
Secretary: LEON DEUTSCH, No. 139 West 44th Street.

BOARD OF MANAGEMENT:  
CLARK BELL, LEOPOLD COHEN, WM. H. MARSTON, WM. MCKEE.

Attorney and Counsel: CLARK BELL, No. 108 West 4th Street.

New York, April 8 1890

TO THE MEMBERS OF THE ASSOCIATION,  
I have the honor to acknowledge the receipt of your letter of the 4th inst. in relation to the proposed amendment to the Constitution of the Association, and in reply to inform you that the same has been forwarded to the Board of Management for their consideration. The Board of Management will meet on the 15th inst. and will then take up the subject for their consideration. I am, Sir, very respectfully,  
Yours truly,  
J. C. SANDERS, Esq., President.

0873

President: J. C. SANDERS, Esq., No. 119 West 44th Street.  
Treasurer: JOHN H. HINDLEY, No. 118 West 44th Street.  
Secretary: LEON DEUTSCH, No. 139 West 44th Street.

New York, ..... 188

April 1968 to 1970, and the 1971-1972 season for this period was 1971-1972, and the 1973-1974 season was 1973-1974.



POOR QUALITY  
ORIGINAL

0074

## FORTY-FOURTH STREET ASSOCIATION.

President: J. C. SANDERS, ESQ., No. 119 West 44th Street.  
Treasurer: JOHN H. HINDLEY, No. 118 West 44th Street.  
Secretary: LEON DEUTSCH, No. 139 West 44th Street.

### BOARD OF MANAGEMENT:

CLARK BELL, LEOPOLD COHEN, WM. H. MARSTON, WM. MCKEE.

Attorney and Counsel: CLARK BELL, No. 108 West 4th Street.

*New York, March 8th 1890*

Mr. Griffith  
N W corner 44th St and 6th Av.  
Dear Sir,

Complaints are made to the Board of Management of the Association from the owners of the upper part of the building, 44th St, as a house of prostitution and for purposes of prostitution.

The Association being a house of prostitution makes the progress and success of persons living in the rooms for immoral purposes a peculiar source of annoyance to the families of the street. They are compelled to move away from the street in the 6th Av.

These families in most cases are women or residents having young and young children feel that steps should be taken to obviate these evils if possible.

The action of the Board is directed against you by indictment for which evidence is at our disposal.

Some friends of yours have suggested that you might be induced to offer this evidence so that parties could move on 6th Av. If it is now closed which it claims you will be an annoyance to residents and to the street and I wish to know if you will accept a committee of the Board for inspection of the matter and if such arrangement will be made.

I am Sir

Yours etc.,

**POOR QUALITY  
ORIGINAL**

0075

### **Forty-Fourth Street Association.**

President, J. C. SANDERS, Esq., No. 119 West 44th Street  
Treasurer, JOHN H. HINDLEY, No. 118 West 44th Street  
Secretary, LEON DEUTSCH, No. 139 West 44th Street

#### **BOARD OF MANAGEMENT**

CLARK BELL, L. E. SCHOONMAKER, GEO. S. LESPINASSE, DR. JOS. FINCH

ATTORNEY AND COUNSEL, Clark Bell, No. 108 West 44th Street.

NEW YORK, January 28th 1890

At a meeting of the Board of management of this association held pursuant to call of the President, at 119 West 44th Street, President J. C. Sanders, in the chair.

In the absence of the Secretary, on motion of Mr. Bell, Mr. Lespinasse was chosen Secretary pro tem.

The President stated that the meeting had been called to consider what steps could be taken to suppress the disorderly houses on the corner of 6th Avenue and 44th Street over the store in the building occupied by Messrs. Houston & Steinle, and the assignation house on the northwest corner of the same street, against which complaints were made by residents

Mr. Lespinasse moved after informal discussion,

That the attorney of the association be instructed to take all steps known to the law to bring the owners, lessees and occupants of these premises to justice for keeping and permitting these disorderly houses to be kept open, and also to proceed against the agent Mr. da Cuhna who had leased the rooms in the store occupied by Houston & Steinle for purposes of prostitution.

Which motion was carried, unanimously

It was moved and carried unanimously that the said attorney be instructed to notify the owners of the property that these premises were now used for illegal and disorderly purposes and in violation of law, and of the action of this body instructing him to take legal proceedings to abate the nuisance which affected the character of the street and the value of the property therein for purposes of residence of families.

It was moved by Mr. Lespinasse that the Treasurer be directed to send out bills for and collect dues of \$10 each from members and to invite all residents and owners of the street to unite in the organization.

It was on motion, Resolved that the members of the Board of Management be requested to sign their approval of the foregoing action.

J. C. SANDERS., President.

Geo. S Lespinasse., Secretary, Pro tem

We concur and approve; L. E. Schoonmaker.

Joseph Finch.

John H. Hindley.

Clark Bell.



**POOR QUALITY  
ORIGINAL**

0076

### Forty-Fourth Street Association.

President, J. C. SANDERS, Esq., No. 119 West 44th Street  
Treasurer, JOHN H. HINDLEY, No. 118 West 44th Street  
Secretary, LEON DEUTSCH, No. 139 West 44th Street

#### BOARD OF MANAGEMENT

CLARK BELL, L. E. SCHOONMAKER, GEO. S. LESPINASSE, DR. JOS. FINCH

ATTORNEY AND COUNSEL, Clark Bell, No. 108 WEST 44TH STREET.

NEW YORK, January 28th 1890

At a meeting of the Board of management of this association held pursuant to call of the President, at 119 West 44th Street, President J. C. Sanders, in the chair.

In the absence of the Secretary, on motion of Mr. Bell, Mr. Lespinasse was chosen Secretary pro tem.

The President stated that the meeting had been called to consider what steps could be taken to suppress the disorderly houses on the corner of 6th Avenue and 44th Street over the store in the building occupied by Messrs. Houston & Steinle, and the assignation house on the northwest corner of the same street, against which complaints were made by residents.

Mr. Lespinasse moved after informal discussion,

That the attorney of the association be instructed to take all steps known to the law to bring the owners, lessees and occupants of these premises to justice for keeping and permitting these disorderly houses to be kept open, and also to proceed against the agent Mr. da Culna who had leased the rooms in the store occupied by Houston & Steinle for purposes of prostitution.

Which motion was carried. unanimously

It was moved and carried unanimously that the said attorney be instructed to notify the owners of the property that these premises were now used for illegal and disorderly purposes and in violation of law, and of the action of this body instructing him to take legal proceedings to abate the nuisance which affected the character of the street and the value of the property therein for purposes of residence of families.

It was moved by Mr. Lespinasse that the Treasurer be directed to send out bills for and collect dues of \$10 each from members and to invite all residents and owners of the street to unite in the organization.

It was on motion, Resolved that the members of the Board of Management be requested to sign their approval of the foregoing action.

J. C. SANDERS., President.

Geo. S Lespinasse., Secretary, Pro tem

We concur and approve; L. E. Schoonmaker.  
Joseph Finch.  
John H. Hindley.  
Clark Bell.

POOR QUALITY  
ORIGINAL

0077

*Copies copied at home  
Johnsen -*

April 8th 1890.

Rebecca Cohen :  
Isaac K Cohen :  
349 W 28th. Executors of Jacob Cohen Dec't  
Madam & Sir.

I have the honor to enclose to you a copy of letter sent by me to Mr. John F Griffith who keeps the premises N W corner 44th St 6th Av belonging to Jacob Cohen's estate as tenants, under the estate of whom you are executors.

The upper part of that building is used as a house of assignation by your tenants Mr. Griffith, to the great annoyance & scandal of residents of our street.

Mr Griffith pays no attention to our notices, but has on conversation with one of our citizens, announced his purpose of defying public sentiment, the law forbidding such conduct and sets us at defiance.

Your counsel will inform you that you are liable to prosecution if you allow the property to be used, and disagreeable as the duty is, I am forced to give you this, legal notification of the existence of this nuisance, To call upon you to remedy it, and to enclose my instructions in regard to proceeding if the evil does not cease.

With great regret that a necessity should arise for such a communication I remain.

Very Truly Yours  
Clark Bell

*Atty for 44th St Association.*

*This letter also. Enclosed  
letters to Griffiths of March 8. 1890 & of  
April 8th 1890 -*



POOR QUALITY  
ORIGINAL

0078

b

New York April 17th. 1896.

Clark Bell Esq.,

Dear Sir,

My clients Mrs. Rebecca Cohen and Isaac K Cohen Esq., have handed me some extraordinary documents - partly in your own handwriting and ~~some~~ served by you relating to the Sixth Avenue Hotel. Having been Mr. Cohens Attorney during his life and that of the estate since his death and knowing his affairs intimately I must take issue most decidedly with you as to your statements of facts. I drew the lease now held by Mr John F Griffith and the previous leases - these all contain the following provisions John F Griffith being the party of the second part and the late Jacob Cohen, the party of the first.

"The party of the second part hereby further covenants and agrees that he will use the premises hereby demised solely for the purpose of the business of Hotel Keeper, that he will not use them, nor any part thereof, nor permit them nor any part of them to be put to any illegal use, that he will not himself, nor permit any body else to use said premises, nor any part thereof illegally, or for any illegal purpose or in any illegal or unlawful manner, that he will keep the roofs of the hereby demised premises, and every part thereof, and the gutters and the side walks in front of the said building free and clear from snow and all other obstructions and encumbrances: that in use of said building and each of them, that the appurtenances thereunto or unto any of them belonging, he will in all things strictly and faithfully comply with the laws of the United States and of the State, the ordinances enacted by, or in the name of the Mayor, Aldermen and Commonalty of the City of New York, the Sanitary code of the Board of Health of the Health Department of the City of New York, and all other municipal or police regulations and sanitary rules of every name, nature and description which in any wise might, could would or should now or at any time hereafter during the continuance of the lease, affect the hereby demised premises or any part thereof"

The Herald articles are certainly ~~good~~ libels so far as my clients observation goes Mr. Griffith has lived up to his contract in his lease - the door on the 44th. St. side has been locked after ten o'clock and access could be obtained to the Hotel only by ringing the bell - I have been assured that no one has been permitted to occupy rooms in the hotel except after registering, there has never been an arrest for violation of the excise laws - no complaint of any other violation of law has ever been made or charge preferred against Mr. Griffith and some of your officers have lived in the hotel and are still indebted to Mr. Griffith as he assures me, Mr Griffith seems to have done every thing in his power to run the place decently and first class and I do not blame him for objecting to outsiders efforts to run it accordingly to their and against his judgement, the estate of Jacob Cohen has been advised as to its rights and duties in the premises and I must confess that coming from you handed me were a surprise, If you can improve on the covenant from Mr. Griffith's lease above quoted I should be obliged to you - as I thought I had made it as strong as it could be made and thus protected the estate - the lease is too valuable to Mr. Griffith to be lightly broken and he assures me that he has been careful to comply with all its terms so as not to incur a forfeiture - if it has been forfeited the estate is anxious to know it, but they will not lightly and a few mere news paper articles and threat to drive out a tenant even though that tenant pays but the extremely small rent of \$ 8500 per year for the whole property - if the late owner had cared to let it for illegal purposes, you as an experienced lawyer know that he could have obtained a very much higher rent for the premises. If as you threaten you desire to sue the estate I will ~~accept~~ accept service of papers for the executrix and executor.

Yours &c.

Benno Loewy,

*The Character of the Effusion*

POOR QUALITY  
ORIGINAL

0077

(Cohy-)

New York, April 18th. 1890.

In Re-

44th St Association

-vs-

Rebecca Cohen

Isaac K Cohen

owners &c. of 777, - 6 Av.

My Dear Sir.-

I am glad you are the attorney for the owners, as they should make common cause with us in ~~clearing~~ the House of Assignment there.

So long as we had hope of inducing the tenant, to cease, we have worked to that end, when he openly defies, us and we are unable to persuade him, we have no ~~alteration~~ <sup>no</sup> alteration but to proceed against the owners. You are of course aware of the provisions of the penal Code applicable to such cases, - and the liability of the owners and even agents who lease.

I think the clause of your lease an excellent one. If there exists a doubt in your mind, or the mind of your clients, as to the fact that the house is kept above the Bar floor, as a house of assignment and for purposes of prostitution, an inquiry among any of the residents of our street or of the contiguous, owners in 6th. Avenue will be quite satisfactory to your clients.

I refer you to Mr. W.H. Marston No. 112 W 44th. Street, to Dr. Joseph Finch 106 W 44th. To Mr. Geo. S Lespinasse at 181 Broadway who resides in the street and can give you other gentlemen who can give you authentic information.-

It is a very disagreeable duty to be obliged to proceed against Mrs. Cohen in such a matter, but when the sanctity of our homes, and the peace of our families are involved, all other considerations, sink. We can furnish you abundant evidence, and will cheerfully do so, to break the lease, and the path of safety for your clients lies in clearing the place. All our amicable overtures have been rejected - The indignation of the public press is not only natural but justifiable and indeed praiseworthy-

we are not responsible for the action of the press, when our great Journals take up the Cause of popular indignation against this class of houses, it is a healthful sign of the times for the public welfare-

The New York Herald is an enormous factor for good in any public work it ~~undertakes~~ <sup>undertakes</sup> in the interest of the people its independance is well known it acts from high motives, and if you are wise as I know you are, you will not attempt for your Clients to face what is

in store for them, if they back Mr. Griffith in his public defiance of the law, and of public opinion in keeping open this disreputable place

The New York Press is acting from the highest and purest of motives in its work of a similar character The ~~Courts~~ <sup>Courts and</sup> the people will sustain them.

With us I am frank to confess, the evil ~~is~~ in its effects is more of a personal and private wrong, but with the Journals whom you criticize, it is on a higher ground, that of a great public duty

Hoping that your clients will at once evict Mr Griffith and not attempt to aid him and abet him.

I remain

Very truly yours

Clark Bell

atty for the 44st association.



**POOR QUALITY  
ORIGINAL**

00000

New York April 13th. 1890.

Benno Loewy Esq.,  
Atty for Rebecca Cohen &  
A. K. Cohen *Executors*  
of Jacob Cohen, Dec.  
Dear Sir. -

A rumor has reached our Board, that the sons of Mrs. Rebecca Cohen, did not deliver, my letter to the executor's to her, and that she is kept in ignorance by the sons, of the fact that proceedings, will be taken against her, in the matter of No. 777 - 8th avenue.

It is claimed by some, that she would insist upon the forfeiture of Mr. Griffith's lease instantly, if she knew the facts, and the position that knowledge places her in, before the law.

I have not served her personally -

The letter to which you replied, was handed her son, by my messenger, who said his mother was ill, and refused to allow her to be seen, but promised to deliver the paper into her hands.

I wish either your assurance, that she did receive the paper, by me addressed to the executors, or your permission to send her a copy of the correspondence - I do not wish to be met on the trial, with the statement that she did not personally know of our efforts to stop the use of the property, for the purposes it is now used for, or if Mr. Griffiths would not do that, to have him close the private entrance on 24th. St. and open the entrance on 8th. Avenue, now closed.

He thinks that it would be fatal to his business, to have people, enter from the brilliantly lighted Avenue, and cling to the private entrance where women can enter, with their companions, unobserved for purposes of prostitution.

If you assure me that, Mrs. Cohen has read our correspondence, and knows the facts it will be greatly to my satisfaction, and remove a doubt now existing, in one or more minds of our residents, in determining our course. I prefer not to write her except through you, and with your permission although that rule might not extend to such a case, where it might be claimed to be my duty to show personal guilty knowledge. -

Very truly Yours  
Clark Bell

POOR QUALITY  
ORIGINAL

00001

New York April 21, 1890.

Benno Loebly Esq.,  
Atty. for the Executors of  
Jacob Cohen, Decd.

Dear Sir:

I am this day instructed by Mr. W.H. Marston, to send to you a letter, he sent to Mr. John S. Griffith on Saturday by a trusted friend, which Mr. Griffith read, and returned unanswered to Mr. Marston to-day.

Mr. Marston says to me:-

"That the enclosed letter explains fully all the relations I have had with Griffith - I was one of the firm of J.S. Morgan & Co. and through my good nature thus carried him until he got into them, the Amt. I named then laid down - Afterwards tried to ransom, transferred his property to his wife and finally paid J.S. Co. only about 25 cents on the dollar - I sent the letter by a true friend of mine, and he said - 'Picked like a steer, and swore I was just trying to ruin him, out of pure enviousness. He read my letter carefully so my friend said, and then sealed it up and handed it back to him, and said what was his answer. - Mr. M. refused to take it so I sent it to my law house, by some friend. - Now I want you to send it just as it is to that lawyer, who wrote you in the Cohen's executors behalf and have letter registered. -

Now my Dear Mr. Loebly, which we do not understand that you are Mr. Griffiths attorney,

You see how serious this affair is to Mr. W.H. Marston and to his family and fire-side

We appeal to your own manhood and sense of honor, not to advise, your clients to, aid and abet Griffiths, in this matter.

It strikes at the peace of every family in our end of 44th St. Your clients can find good and reputable tenants.

It would be a splendid property on which to build 1st. Class apartments, second to none in N.Y. that would command high rents.

You are a father, and have a wife and children, when your daughters come to womanhood and enter society, you will understand the force of our appeal.

Take it home to yourself -

In the S.W. corner, that we have just cleared the owner Mr. Greenwood through Messrs. Ward & Hunt of counsel made Houston & Steinle Clear the premises, above their store under a distinct threat of forfeiture of their lease.

These ~~filthy~~ floors were cleared on April 10th. instant, Our complaint was before the Grand Jury at the time -

We cannot be alive that you will not see the duty of your clients, to refuse to permit these premises to be used for such purposes, and, we beg of you to terminate his lease, and end a place of such bad repute. -

Such a course will be in their true and best interest, in aid of public morals and good order, and entitle you to the thanks not only of your clients but of all right minded citizens.

I am Sir with respect

Very faithfully Yours &c.,

Clark Bell

Atty for 44th St Association.



**POOR QUALITY  
ORIGINAL**

00002

Office of  
Benno Loewy & Co.,

New York, April, 21 1890.

Clark Bell Esq.,  
Dear Sir:

Yours dated 19th. inst delivered to me to-day by your messenger contains some extraordinary statements - none of your letters have been handed to Mrs. Cohen - she is and since December 18th. last has been an invalid - her son who is an executor handed me your letter which I answered, neither Mrs. Cohen nor her son are aware of any illegal use of the premises known as the Sixth Ave. Hotel - the hotel was let as the extract from the lease sent you shows, upon carefully guarded covenants for lawful purposes solely, I know of no law which compels the executor or executor to take chance of litigation and of a suit for damages at the hands of Mr. Griffith. Mr. Griffith produces his books and just as many of his neighbors as you do who give him an excellent reputation - So do the police. Under the circumstances I do not feel justified in launching a trust estate on a of litigation. Of course if you or any body else - without responsibility for damages being incurred by my clients individually or in their representative capacity - secure Griffith's eviction - our course would be plain

Yours &c.,

Benno Loewy

POOR QUALITY  
ORIGINAL

0003

*In the matter of the*

*Profile*

*vs*

*Rebecca Cohen*

*Isaac L. Cohen*

*as amicus*

*John F. Griffith*

*Janet J. 777-6000*

*Discreetly Handed*

*Confidential*

CLARK BELL  
*acc. for 44-576-Sub*  
57 Broadway, NEW YORK.

*For Mr. Lindsey*  
*Not Discreetly*

*N*



POOR QUALITY  
ORIGINAL

0004

10257 100K  
DISTRICT ATTORNEY'S OFFICE

City and County of New York.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

vs.

John F. Griffith

Dated April 28 1890

Witnesses, Wm H. Marston 112 W 44

No. Clark St 100 W 44 Street,

Dr Joseph Smith 106 W 44

No George S. Seayman 128 W 44 Street,

No. Street,

POOR QUALITY  
ORIGINAL

0005

Proper }  
Griffith } are 21/90

Letters

District Attorney's Office,  
City & County of  
New York.



POOR QUALITY  
ORIGINAL

00006

LAW OFFICES OF  
CLARK BELL,  
No. 57 BROADWAY,

NEW YORK, *July 11<sup>th</sup>* 189*1*

Barlow S. Weeks Esq

Ans Dist Atty.

My Dear Sir

Seven of 10  
July in regard to. People vs  
Giffitt is at hand. -

7 out of 10 of the  
witnesses are out of town  
now. I am in my vaca-  
-tion. It is but an  
accident I am in town  
today. - It would be very  
difficult to quite impossible  
to get the witnesses together  
in the vacation months  
I had myself in

POOR QUALITY  
ORIGINAL

0007

Nadwin's last. Come. but I  
expect to go abroad on Sunday  
next for only a short  
absence of two or three  
days if I can make it  
so short. - What can you do  
address me at that office  
& it will be forwarded -

I shall say, right  
men till Sept. & then  
more, & men thoroughly  
& make a finish. The evidence  
is ample if you cannot  
subpoena. Yours  
Clark Beebe

P.S. I showed Mr. Lynn into Compton  
& obtained names of witnesses  
& addresses. Shall I have to  
send same to you. He had no  
memoranda from the office then



POOR QUALITY  
ORIGINAL

0000

LAW OFFICES OF  
CLARK BELL,  
No. 57 BROADWAY,

NEW YORK,

July 28 1891

Barton S. Weeks &  
Asst District Atty  
NY City, N.Y.

Yours of 22 July  
in regard to the action of  
your office in *People vs Griffiths*  
N.D. It is amazing, and unless  
signed by you is incredible.

If the correspondence  
was published, and the  
prosecutor put in possession of  
the facts, I should expect  
an indictment of who  
is responsible for the  
escape of this offender.

A complete list of witnesses  
was furnished your office  
for the preceding month.  
We were all ready, not  
the slightest effort was

POOR QUALITY  
ORIGINAL

0009

Made to Subpoena a  
Witness - On your own State  
- must you brought up the  
Case, without any notice  
to me, or to those interested  
in the prosecution, over our  
protest, in vacation.

Had I known of it or that  
you contemplated it, I  
could of course have prevented  
it. As it is, you are  
alone take the responsibility  
and the odium that will  
attach to the matter.

Your motive in concealing  
from me the date of calling  
it is not making an effort  
to subpoena a witness you  
can explain as best you  
may. - I shall on consultation  
with my colleagues, take such  
course as seems best in the  
matter.

Yours Obedt Beebe  
att'y for 446 St. Austin



POOR QUALITY  
ORIGINAL

0090

*District Attorney's Office,  
City & County of  
New York.*

(Copy)

July 22nd. 1891. 189

Dear Sir:-

Yours of the 20th, inst. at hand. As you suggested in your former letter that the witnesses for the People could not be procured during their summer vacations, and that you expected to leave city yourself, I informed the Court to that effect: and the Court thereupon directed the discharge of the defendant upon his own recognizance, thereby relieving his bail bond.

Yours very truly

Bartow S. Weeks

To

Clark Bell Esq .

#57 Broadway N. Y. City

**POOR QUALITY  
ORIGINAL**

0091

*District Attorney's Office,  
City & County of  
New York.*

(Copy)

July 10th, 1891. 189

Dear Sir:-

The defendant in the case of the People vs. Griffith is again urging for a trial. The case must be prepared and tried at once.

Will you kindly call on me to-morrow, Saturday morning, and oblige,

Yours very truly

Bartow S. Weeks

To

Clark Bell Esq.

57 Broadway N. Y. City



POOR QUALITY  
ORIGINAL

0092

*Del.*

Mr. Linn  
Asst District Atty.  
N. Y. City.

POOR QUALITY  
ORIGINAL

0093

GRAND JURY ROOM.

PEOPLE

<sup>US.</sup>  
John F. Gaffney

Dear Sirs -

The  
dept has called  
upon me & is much  
desiring of a speedy  
trial - Please examine  
& prepare this case  
& try it some day  
next week -  
The dept  
only want 2 days  
notice

June 17<sup>th</sup> 1916 J.F.G.  
A.D.A.



POOR QUALITY  
ORIGINAL

0094

LAW OFFICES OF  
CLARK BELL,  
No. 57 BROADWAY.

Re. Prople vs Griffith.

NEW YORK, July 31<sup>st</sup> 1891

Barlow H. Wells, Esq.

1st Dist. Atty.

Sir,

Yours of 28<sup>th</sup> rec<sup>d</sup> - I was not aware that the defendant moved July 6, for dismissal - I had rec<sup>d</sup> your of 10<sup>th</sup> July, but had no notice or idea that the case would be moved on the day you brought it up. I wrote you on the belief that you had moved the case, of your own motion, without notice to me.

Now of course, the Bail is not of the slightest consequence in this case, and as you can bring on the trial at your own motion when you choose, this will enable you to correct if you wish. This can only be done by subpoenaing your witnesses for a date ahead, of which the defense had no idea until after the subpoenaed an Smd. of course giving them ample time for preparation. Mr. Hoff. was caught on the

POOR QUALITY  
ORIGINAL

0095

other plan. and so would you be

Your letter is quite satisfactory  
to me - I can nothing for the bail  
if we can move on here when we  
get ready

Faithfully Yours  
Clark Beece



POOR QUALITY  
ORIGINAL

0896

The People of the State of New York, TO

Wm. H. McKenna.

GREETING:

WE COMMAND YOU, That all business and excuses being laid aside, you appear and attend before

SUBPENA  
DUCES TECUM.

*Morgan J. O'Brien one of the Justices of the Supreme Court at a Special Term Part 2 of the said Court to be held at the County Court House in said City on the 10th day of March 1891 at 3:45 o'clock in the afternoon,*

to testify and give evidence in a certain action now pending undetermined in said Court, between

*Isaac K. Cohen & Co. Plaintiffs,*  
and the Mayor, Aldermen and Commonalty of the City of New York, Defendants, on the part of the Defendants,

and that you bring with you and produce, at the time and place aforesaid, a certain instrument

*found against one John F. Gifford on April 28th 1890 for keeping a house of ill fame.*

now in your custody, and all other deeds, evidences and writings, which you have in your custody and power, concerning the premises. And for a failure to attend, you will be deemed guilty of a contempt of Court, and liable to pay all loss and damages sustained thereby to the party aggrieved, and forfeit FIFTY DOLLARS in addition thereto.

Witness,

*E. HENRY LACOMBE, Counsel to the Corporation.*

*Dwight Short & Thomas  
Attys at Law*

*Samuel A. Gifford, Clerk.*

POOR QUALITY  
ORIGINAL

0097

Court,

PART.....

Justice.

vs.

THE MAYOR, ALDERMEN AND COMMONALTY OF  
THE CITY OF NEW YORK.

SUBPÆNA  
DUCES TECUM.

HENRY R. BEEKMAN,  
~~E. HENRY LACOMBE,~~

Counsel to the Corporation,  
2 Tryon Row.

To.....

Subpoena Part 2  
Morgan & Abram



POOR QUALITY  
ORIGINAL

0098

LAW OFFICES OF  
CLARK BELL,  
No. 57 BROADWAY.

Re. People vs Griffith.

NEW YORK, July 31<sup>st</sup> 1891

Barlow H Weeks, Esq.

Dist. Dist. Atty.

Sir, Yours of 28<sup>th</sup> rec<sup>d</sup> - I was not  
aware that the defendant moved July 6. for  
dismissal - I ~~did~~ received yours of 10<sup>th</sup> July, but  
had no notice or idea that the case  
would be moved on the day you brought  
it up. I wrote you on the belief that  
you had moved the case. of your own  
motion. without notice to me.

Now of course, the Bail is not  
of the slightest consequence in this  
case. and as you can bring on  
the trial at your own motion  
when you choose. this will enable  
you to correct if you wish.  
This can only be done by subpoena  
- naming your witnesses for a date  
ahead. of which the defense had  
no idea until after the subpoena  
was served. Of course giving them  
ample time for preparation  
for Griffith was caught on the

POOR QUALITY  
ORIGINAL

0099

other plan. and so would you be

Your letter is quite satisfactory  
to me - I can nothing for the Bail  
if we can move on him when we  
get ready

Faithfully Yours

Clark Bee



POOR QUALITY  
ORIGINAL

0900

LAW OFFICES OF  
CLARK BELL,  
No. 57 BROADWAY.

(2)

Isaac Cohen  
signature of  
Jacob Cohen Landlord -

NEW YORK, \_\_\_\_\_ 189

Joseph Reuk. (the Barber  
491. Eighth av. who obtained a  
Shop at 59 Liberty St. Divorce on a  
under Real Estate. of his wife. at  
Cohen (with him) this house -  
Clara Reuk  
the wife.

Who was then with  
Chapin. via Endersie  
Divorce Case Superior Court

-The Register of produced  
is enough to convict him.  
For notice to produce it  
was given to Bond or inferior  
Endersie offered by the Clerk

Superior Court trial June 1890  
Mr. Mangin for Plaintiff  
Mr. Zehle for Defendant

Joseph A. Kearny  
family of 14. at 58 W  
has taken women there -  
So sum in Reuk vs  
Reuk -

Mrs. Hawthorne whom  
he took there

Ellen Paisley  
Housekeeper at 6<sup>th</sup> av Hotel  
777-6<sup>th</sup> av

Lizzie Paisley  
Chambermaid at 6<sup>th</sup> av Hotel

Annie Burns 6<sup>th</sup> av Hotel  
Chambermaid.

Mrs. Adler waiter a  
Mr. Adler " "

Leon Deutsch  
139. W 44<sup>th</sup>

Benj' Deutsch  
139. W 44<sup>th</sup>

POOR QUALITY  
ORIGINAL

0901

LAW OFFICES OF  
CLARK BELL,  
No. 57 BROADWAY.

(3)

NEW YORK, \_\_\_\_\_ 189

I wish the blank Subpoenas sent me at once -  
Notices given to produce the Registers of  
the Hotel, or any other evidence will be  
given of their contents.

Bring the affidavits before the Court as  
Bord. Sec & give the necessary notices  
to the use -

Ask to have the License produced  
& be prepared to show by swearing it  
is a violation, in the district ground that  
the house was disordered on a hotly  
Contested struggle - & get the record in  
of you can +

Very Truly Yours

Clark Bell  
Att for 44th  
Association



POOR QUALITY  
ORIGINAL

0902

THE UNION LEAGUE CLUB.

June 30-91

Mr. Delaney, Counsel  
District Attorney  
In People vs. Griffith

I furnished your assistant  
with the names of a large  
number of the witnesses, upon  
whose evidence the Board  
of Commissioners unanimously  
revoked the license granted  
him, (with their addresses)  
and the names of five or  
six others who had personal  
knowledge of the use of the  
House as a disorderly House,  
a fact well known to every  
Citizen in that quarter  
of the City.

I learned from your Club  
Club yesterday, that these  
witnesses had not been

POOR QUALITY  
ORIGINAL

0903

Subpoenaed. As to now  
is the last day of the Term  
& the Conviction can only  
be had by securing the attes-  
tation of these witnesses,  
most of whom are in the  
nature of the case unwilling.  
I hope the case will be  
continued until the  
witnesses of the people can  
be secured. I do not know  
why they have not been sub-  
poenaed, but I do know  
that a trial without them  
would not further the  
ends of justice, & would of  
course evoke unfriendly  
criticism. If the case  
can be set for a day in  
the autumn, when the  
people's witnesses can be

Secured. a conviction  
would be inevitable  
Fairfield Ford  
Clark Rice  
att for the 44th  
Association



POOR QUALITY  
ORIGINAL

0904

LAW OFFICES OF  
CLARK BELL,  
NO. 57 BROADWAY.

①

Profile.

Griffiths.

NEW YORK, June 26<sup>th</sup> 1891

Delaney Nicol &  
Sistatay or  
Mro Lysm assistant.

Dr. Sir. I have found me some blank  
Subpoenas in this case. that I can use in  
aiding you, in obtaining witnesses, who have  
used the house as a house of association.  
As the time is short, I want them at once.  
In addition to the names I have before  
sent you. I now send you:- 10. acts

Wm H. Harston 112. W 44  
Robert J. Harston " " "  
J. Lewis & Taylor - 50. B way.  
Joseph Harston 106 W 44

Irving P. Sherman. 114 W 44.

Wm D. Cunningham 153 W 44

Geo S. Serpman 187. B way.

John H. Hindley 118 W 44

W. T. King  
Word Reporter (Say a B road)  
then with Harston

Alfred Leopold 156. W 58  
James M. Leopold - 156. W 58

Pat E. Bond Also allakin

Key do Mr Bishop

Sten Notes of Evidence

J. D. Macdonia - Press +  
Repater M. Press +

Merimer H. Woodworth  
22 West 60 St

Ed. F. Allerting 358. W 58<sup>th</sup> St. 185-  
Ex. Com. Notes

Edwin Chapin  
315. W 55<sup>th</sup> St.

William H. Serpman  
327. East 62 St

R. M. Place =  
Can 50 B way &  
+ 358 W 58<sup>th</sup>

Dan Buckley  
Cook at the Place

Pat Hermerey was in  
Griffiths employ  
for 7 or 8 years  
when he began -

John Johnson also  
373. - 3<sup>rd</sup> av  
Leon Drutch

to 1891

POOR QUALITY  
ORIGINAL

0905

COURT OF GENERAL SESSIONS OF THE PEACE  
FOR THE CITY AND COUNTY OF NEW YORK.

----- x  
THE PEOPLE OF THE STATE OF NEW YORK )

--VS-- )

J o h n F. G r i f f i t h. )  
----- x

To the Honorable Delancey Nicoll,

District Attorney of the City and County of New York.

DEAR SIR:

PLEASE TAKE NOTICE that on the affidavit of the  
John F. Griffith, defendant, verified July 1st, 1891, and  
on the indictment and all the proceedings herein the defend-  
ant will move before the Presiding Judge of the Court of  
General Sessions of the Peace, Part I, to be held at the  
County Court House in and for the City and County of New  
York, on the 6th day of July, 1891, at 11 o'clock in the  
forenoon of that day or as soon thereafter as counsel can  
be heard, for an order that the indictment herein, to wit:  
the indictment against the defendant found on or about the  
28th day of April, 1890, shall be dismissed under and pur-  
suant to the provisions of section 668 of the Code of Crim-  
inal Procedure, and that the bail entered on said indict-  
ment shall be discharged, and for such other and further  
order in the premises as may be just.

Dated, New York, July 1st, 1891.

John D. Quincy

William F. Howe

of Counsel for Defendant,

280 Broadway, New York City.



0906

4021

-----X

The People of the State of New York )

--vs-- )

J o h n F. G r i f f i t h. )

-----X

City and County of New York, ss:

John F. Griffith, being duly sworn, deposes and says:

That I am the defendant in the above entitled action.

" 名

On or about the 6th day of May, 1890, I entered a plea of not guilty, and since which time I have been ready and anxious for the trial of the said indictment.

" 6

That since deponent has filed his plea to the indictment he has been notified to appear ten times either to fix a time for trial or for trial, to wit:

" 4

**POOR QUALITY  
ORIGINAL**

0907

and has upon five different dates subpoenaed his witnesses and was ready for trial, several of his witnesses coming to the City especially to attend the trial.

That I am entirely innocent of the charge alleged against me in said indictment or of any other offense, and the fact of my being indicted has been the means of doing great injustice to me.

That the trial of the said indictment has never been postponed upon my application or at my suggestion, and since said indictment was found I have always been anxious and ready for trial. In consequence of the facts above stated I respectfully ask the Court to direct that an order should be entered herein dismissing said indictment under and pursuant to the provisions of section 668 of the Code of Criminal Procedure, and that the bail given thereunder may be discharged from any and all liability thereon.

No previous application has been made for this order.

Sworn to before me this )

3<sup>d</sup> day of July, 1891. )

*John F. Griffith*

*Stanton Curry*  
*Notary Public*  
*Wm. H. Carter Co.*  
*Cert filed in Regs*



POOR QUALITY  
ORIGINAL

0908

and has upon five different dates subpoenaed his witnesses and was ready for trial, several of his witnesses coming to the City especially to attend the trial.

That I am entirely innocent of the charge alleged against me in said indictment or of any other offense, and the fact of my being indicted has been the means of doing great injustice to me.

That the trial of the said indictment has never been postponed upon my application or at my suggestion, and since said indictment was found I have always been anxious and ready for trial. In consequence of the facts above stated I respectfully ask the Court to direct that an order should be entered herein dismissing said indictment under and pursuant to the provisions of section 668 of the Code of Criminal Procedure, and that the bail given thereunder may be discharged from any and all liability thereon.

No previous application has been made for this order.

Sworn to before me this )

3<sup>d</sup> day of July, 1891. )

*John F. Griffith*

*Stanton Curry* )

*Notary Public* )

*Wm. H. Carter* )

*Cert. filed in Regs* )

POOR QUALITY  
ORIGINAL

0909

General Sessions Court.

The people of the  
State of New York.

against

John G. Griffith

Original

Affidavit of Notice of Motion

John D. Lacey  
Attorney for Defendant

CHAMBERS STREET,  
280 Bway NEW YORK.

A service of a  
copy of the within is hereby  
admitted.

Dated 21st July 1897

J. W. Lacey  
Deputy Chief

W. H. Hasbrouck & Co., Law Stationers, 51 Nassau St., N.Y.



POOR QUALITY  
ORIGINAL

09 10

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

*John E. Fitzgerald*

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

*John E. Fitzgerald*

(Sec. 322,  
Penal Code.)

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

The said *John E. Fitzgerald*,

late of the *22nd* Ward of the City of New York, in the County of New York aforesaid, on the *first* day of *April*, in the year of our Lord one thousand eight hundred and *eighty-nine*, and on divers other days and times, as well before as afterwards, to the day of the taking of this inquisition, at the Ward, City and County aforesaid, a certain common bawdy house and house of ill-fame, unlawfully and wickedly did keep and maintain; and in the said house divers evil-disposed persons, as well men as women, and common prostitutes, on the days and times aforesaid, as well in the night as in the day, there unlawfully and wickedly did receive and entertain; and in which said house the said evil-disposed persons and common prostitutes, by the consent and procurement of the said *John E. Fitzgerald*

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

SECOND COUNT—

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

*John E. Fitzgerald*

(Section 385,  
Penal Code.)

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

The said *John E. Fitzgerald*,

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

**POOR QUALITY  
ORIGINAL**

09 11

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

THIRD COUNT—

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

*John R. Fellows*

(Section 322 of the CRIME OF KEEPING A DISORDERLY HOUSE, committed as follows:  
Penal Code.)

The said *John R. Fellows*,

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

JOHN R. FELLOWS,

District Attorney.



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**END OF  
BOX**