

0320

BOX:

535

FOLDER:

4872

DESCRIPTION:

Wentworth, William P

DATE:

09/12/93



4872

0321

Witnesses:

Myr Humphreys
L. S. Case
W. P. Sheridan
W. H. Keyser

Counsel

Filed

Pleads

J. C. Baldwin

Sept 1893

Guilty

THE PEOPLE

vs.

P

William P. Wentworth

Com. Sept. 20/93

see 5 case in Nov/93

Grand Larceny 1st degree
(MISAPPROPRIATION)
(Sections 628 and 630 of the Penal Code.)

DE LANCEY NICOLL,

District Attorney.

See motion papers and memorandum
attached to Indt. wherein defendant
was convicted.

A TRUE BILL.

E. W. Bloomer

Foreman.

No 21

April 20/97

Indictment dismissed

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Part 3

STATE OF NEW YORK
Executive Chamber
ALBANY

Dec Jan. 3 1896.

Dear Sir:

Application for Executive clemency having been made on behalf of William P. Wentworth who was convicted of Forgery 3rd in the County of New York and sentenced Oct. 18, 1894 to imprisonment in the State Prison for the term of two years & six months. I am directed by the Governor respectfully to request that, in pursuance of Section 695 of the Code of Criminal Procedure, you will forward to him a concise statement of the facts of the case, together with your opinion of the merits of the application.

It is particularly requested that each letter of inquiry from the Executive Chamber should be separately answered.

Very respectfully yours,

Ashley W. Cole.

Hon. J. R. Fellows.

Private Secretary.

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

Part II.

.....:

The People,

:

Before

vs.

:

HON. RANDOLPH B. MARTINE,

WILLIAM P. WENTWORTH.

:

and a Jury.

.....:

New York, September 26th, etc. 1894.

Indicted for FORGERY in the THIRD DEGREE.

Indictment filed NOVEMBER 9TH. 1893.

APPEARANCES:

SPECIAL DISTRICT ATTORNEY HENRY B. B. STAPLER,

For THE PEOPLE.

CHARLES W. DAYTON, ABRAHAM LEVY, HENRY C. ANDREWS,

FREDERICK J. SWIFT and SAMUEL FESSENDEN, ESQUIRES,

For THE DEFENSE.

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HAZEN L. HOYT, being duly sworn, and examined, testified that up to recently, his occupation has been that of hotel keeper, and was in business at the corner of Twenty-seventh Street and Fifth Avenue at the Victoria Hotel, from May 1st, 1890 to and including August 4th, 1893. That he knows the prisoner, William P. Wentworth, and has known him seven or eight years. That he first became acquainted with the prisoner through his former partner Mark M. Stanfield, who was witness' partner at the Victoria Hotel for five years prior to May 1st, 1890. On that date, May 1st, 1890, witness and Mr. Stanfield entered into another agreement, under which agreement, dated April 30th, 1890, the business of the Victoria Hotel was conducted until witness left. Mr. Stanfield nominated under this agreement William P. Wentworth as book-keeper and cashier of that hotel and William P. Wentworth, the prisoner, entered upon his duties as book-keeper under that agreement. The prisoner came there about May 1st, 1890, and continued until about August 3rd, 1893. That was the

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day the prisoner ran away. The guests at that hotel were of two classes, Transient and Permanent. The entries of the charges and disbursements of the hotel guests were made in the front office. We had two offices, and the front office is the hotel office, where the guests come to register. There were two Boarders' Ledgers kept, the Transient Boarders' Ledger and the Permanent Boarders' Ledger. The name of the guest was made in the Boarders' Ledgers, and entries of the receipts from guests and disbursements made for the guests were entered in the Boarders' Ledger, and that book was kept in the possession of the clerk who was at the front office who was known as the front office Cashier. There was more than one Cashier at the hotel. The entries of receipts from guests and the charges for disbursements for guests were transferred from those books to the back office, the office which was in defendant's charge. They were transferred to the defendant every night or morning. As the Clerk went off duty the money was turned over to defendant; the

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amount of the receipts and disbursements, but not the book. There was a cash book kept in the back office by the defendant, in which were entered the entries of receipts and disbursements from different sources, and when defendant would draw bills from the bank, he, the defendant would enter it in that book. The receipts were entered on the left hand side of the book and the payments on the right hand side. Cash book O. is a continuation of Cash book H. The entries in the book of date May 1st, 1890 are in the handwriting of the defendant, and the continuation of that book, so far as it goes, is in the defendant's handwriting. The entries in Cash Book O/ up to August 4th, are in the handwriting of the defendant. The whole of it is in the handwriting of the defendant, up to that date. The figures in pencil at the top of page 150 of that book are in the handwriting of the defendant. Witness is prepared to state that the figures 7,772,39 are in the handwriting of the defendant. Witness does not know in whose handwriting the figures above 17,772,39 are; he, witness, will swear that the figures

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17,772,39 are not in the handwriting of the same person as the figures 7,772,39. He has been familiar with the handwriting and figures of the defendant for some time before this; has seen defendant write all the time, daily. He saw the figures 17,772,39 during the time the experts were working. There were a number of cashiers and book-keepers in the hotel at the time, and books were kept by other cashiers than the defendant. Witness is familiar with the handwriting of all of them, and is prepared to testify that those figures were not made by some cashier other than the defendant. He is quite certain that those figures were made by the defendant. The first entries made by the defendant were on April 24th, 1890; he, the defendant, was employed by Mr. Stanfield to investigate the copartnership's work and to be prepared to state what it was by the 1st, of May, and it was during the examination of the books that the book-keeper died. The figures at the top of the page 148 in Cash book C. are in the handwriting of the defendant, and

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the figures on page 149 at the top of the page are those of the defendant. The book which showed the entire transactions of the hotel, both by cash and by check, was termed the private cash book, Cash Book C. Cash Book C. covers the time from May, '90 to the time his work stopped, July 22nd, 1893. All the rest of the book is in defendant's handwriting; all of the ink, from May '90 to July '93. Witness has seen defendant write in this book; it was kept in defendant's care and custody. Witness knows the method of keeping this Cash book C. The column used by the defendant is a condensed statement of the cash, of the proof of cash, which is a transfer from the other cash books to this final cash book. It is shown in each item where the cash is, in bank, in the office, in the bar or in the cafe, and the figures in black is the footing, which shows the cash on hand at that date. The figures in the second column show the balance of cash on hand at that date, and the figures at the top show the balance brought over from the previous date. The next entry, in red ink, 7,773,27, are the collections during the week.

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He means the collections from the boarders; the next line shows the bar receipts, entered there, and the next line, Billiards, and the next, Oysters, and the next deductions, and those were counted as receipts and entered there, and then the miscellaneous receipts and credits from the rents and other sources from all other sources. The disbursements and payments are entered on that page. All the disbursements on account of the boarders and on account of the boarders accounts and cash advanced or loaned to them are entered. And expenses for advertising and incidental expenses and payments made from various sources, are carried in the cash book from day to day and the figures in black show the cash on hand at the end of each week. The last statement of cash as made by the defendant, is on page 147 of Cash book C. under date of June 30th, 1893, of \$39,220.60, the balance of cash on hand to the credit of the Victoria Hotel. That is in the handwriting of the defendant. This book is a monthly summary of the whole business of the hotel, and is

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in the handwriting of the defendant, It was kept by him and in his custody; all the pen work is the defendant's. It is a monthly summary, headed, first, "Income". The income consists of collections and then the disbursements to get the balance, due at the first and at the close, and then the total earnings at the end, and then the accounts for marketing, groceries, flour, eggs, etc. Here again is a statement of the cash the defendant charges himself with. The last statement that defendant charges himself last with in that book, as being on hand, is, \$43.020.52, date May, '93. This book was a record of the office cash. These books are the deposit books of the Victoria Hotel, of the account kept in the Second National Bank, in the name of the witness. Covering a period from May 1st, 1892 to the 4th, of August, 1893, down to the time when defendant left witness' employ. The first entry is July 1st, 1890 down to August 4th, 1893. During this time witness kept an account in the State Trust Company. The accounts were all personal accounts, and checks were drawn for the benefit of the hotel, at times. The

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funds of the Victoria Hotel were, on the 4th, day of August, 1893, in the Second National Bank, the hotel office and safe and a small sum in the State Trust Company. Check No. 11,344, relates to the payment of rent for the month of June, 1893. That check when first presented to the bank was not paid. Witness recognizes deposit of \$2000. in the bank book of the Second National Bank on the 19th, of July, Witness finds no record in the deposit side of check book of July 19th, 1893 of the deposit of \$2000. On the stub of the check book witness finds on the deposit side, record of check for six thousand nine hundred and odd dollars Witness does not find a record of deposit of \$2000. in Cash book O. for July 19th, 1893 He discovered that \$2000. had been deposited to his credit in the Second National Bank. He discovered no entry of the deposit in his check book on the stub opposite the date of July 19th, 1893. When witness discovered this, he went to the bank to verify it, and found that a deposit had been made to his credit of \$2000. He did not make the deposit, and had no knowledge of its being

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made. He first got his knowledge of that deposit from one of the employees a few minutes before he went to the bank, and he found that it was so when he reached the bank. The deposit had been made without his direction or authorization. He first learned it from one of his employees at the hotel; in the hotel. He discovered that until that deposit of \$2000. was made that the check of Richardson for rent was paid. When he discovered it he went to his check-book and cash-book to see if there was any record of it there, and there was not. That is Cash Book C. and the check book that is in evidence and the one from which this check was drawn. Then he went over to see Mr. Brown of the Knickerbocker Trust Company. After seeing Mr. Brown and other parties and having conversed with them; some days after, he introduced Mr. Veysey of Veysey & Veysey an expert account, to Mr. Wentworth, the defendant. That was on August 3rd, or August 4th, 1893. His impression is that it was the evening of August 3rd. He introduced Mr. Veysey to the defendant in front

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of the main desk, in the lobby of the Victoria Hotel at about 7 o'clock in the evening. He, witness, said, "Wentworth, this is Mr. Veysey, a gentleman whom I have called in to make an examination of the books, in my interest, I want you to give him all the assistance you can". The defendant replied, "Certainly". Then the defendant and Veysey went behind the desk, to the defendant's desk. Witness did not hear any conversation that took place between the defendant and Veysey. He, witness, went behind the desk, and then went away. He next saw Veysey about an hour later at the defendant's desk, alone. He has never seen the defendant since, except on the street or something. It was weeks after that that he saw the defendant. Defendant's connection with the hotel ceased, as far as witness knows, on that evening. He had not discharged the defendant; defendant was hired by the month. Defendant never gave witness any intimation, at any time, that he was going to leave. Witness does not know whether there was any money due defendant for wages. Defendant was receiving from the hotel at that time, \$150.

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monthly salary, and defendant received from the Stanfield Estate, under that agreement, the balance to make up \$5000. per annum. The hotel paid him \$1800. per year and the Stanfield's paid him another amount, so that he was to receive a total of not more than \$5000. a year. That is my understanding. Witness does not know, of his own knowledge, that the Stanfields had ceased to pay defendant that amount. Witness had a conversation with Mr. Veysey when he saw him back of the desk that evening; he did not turn over the books to Mr. Veysey. The last time he saw Mr. Wentworth, defendant, there Mr. Veysey was in charge of the desk at the time. Mr. Breen was in the front office that evening; he had nothing to do with the back office. It is all one office, there is no partition between them. It was the first Friday of August, 1893 when witness introduced Mr. Veysey to defendant. Witness thinks Mr. Breen was the room clerk, and either Mr. Babcock or Mr. Roberts was the clerk in the office on the same line with the room clerk's place. Mr. McGowan was the night clerk. He, witness, was called away

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from the city on Saturday morning, the morning of the day after he introduced Mr. Veysey to the defendant. He returned Monday morning. When he returned, he asked if the defendant had returned. He had the engineer open the defendant's drawers in his desks. He found the drawer locked on Monday morning when he got there, and tried to open it; he got the drawer opened, and put Mr. Veysey in charge. He put Mr. Babcock in charge of the office, and put the books in charge of Mr. Veysey. Witness recognizes the signature to the bill for the rent of Camerden & Forster's store for the month of July; it is the signature of the defendant. He knows the signature of Camerden & Forster and the paper is a check drawn by Camerden & Forster for the rent due to him, and the name to the receipted bill was written by defendant. The signature on the back is the witness'. On the back of the check of Camerden and Forster. He received the check in his hands and endorsed it for deposit, and handed it over to the defendant. He doesn't know whether he received the proceeds of that check or not, and does not know

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what became of the check. He has not examined his accounts, pass books with the bank and other deposit accounts; the experts did. He does not know whether the check was deposited or not. The check book of the business of the Victoria Hotel in the Second National Bank was the only check book witness had at that time. On the left hand side of that check book deposits are entered, and on the right hand are the checks pasted corresponding; checks that have been drawn, corresponding to the stubs. He does not find any entry in Book O. in the handwriting of defendant of the deposit of that check. The check book of the Second National Bank contains a record of deposits and checks drawn, running from January 10th, 1891 from December 19th, 1890. This was kept by defendant; the checks were drawn by him and entries in the stubs made by the defendant, except now and then witness would draw some checks, not a half a dozen in twelve months. The greater part of them were in the handwriting of the defendant, and a few of them by witness. This is another check book from May 11th, 1891 to September 12th, 1891, and

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and the other check book from January 12th, 1891 to May 11th, 1891. The defendant's work in this book commences May 3rd, 1890. The last entry is June 28th 1890, in check book beginning May 3rd, 1890 and ending June 28th, 1890. This book runs from September 16th, 1891 and ends January 11th, 1892, and this begins January 11th, 1892 and runs to April 12th, 1892.. This book here is from April 12th, 1892 to August 12th, 1892. The first entry is this book is August 12th, 1892; the old book-keeper used this book and we used it again when we were out of books. It runs from August 12th, 1892 to December 31st, 1892. Here is another book which begins January 3rd, 1893 and runs to April 21st, 1893. August 3rd, 1893 is the last entry, that verifies that date. The last entry here is August 4th.. This is the check book of the State Trust Company; he thinks they were both personal, as he had the only money in the business. Some parts of this money may have gone back to the hotel; he may have drawn checks in favor of the hotel. January 19th, 1892 is the first check drawn and it runs to September 26th, 1892.

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The account in the State Trust Company contains items relating to the hotel account and to witness' personal account. There was a small balance there at the time of the defendant's departure from the hotel, which he thinks was entered upon the books as being hotel money.. The active account was in the Second National Bank, but they were both personal accounts for that matter. He means that the accounts were deposited in the name of H.L.Hoyt, but H.L.Hoyt deposited moneys of the Victoria Hotel to his own account which he kept in his name. If the hotel owed a bill H.L.Hoyt drew a check on the Second National Bank; it was hotel money he drew; the mere fact of its being in the name of H.L.Hoyt made no difference. The capital in the business was his, and he was personally responsible for even the market bill. The moneys kept were the moneys of the Victoria Hotel, whatever name they were in.. Witness does not know what became of the contents of the cash drawer; he saw the contents when the drawer was opened. He gave directions in reference to the contents of the cash drawer at that time.

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On cross-examination, witness testified, that he had been connected with the Victoria Hotel about nine years. Prior to the year 1890 he was not the sole proprietor; he was associated with Mark M. Stanfield, the same person referred to in the agreement which has been admitted in evidence on the part of the people. He and Mr. Stanfield were together in the hotel for six years. Six years prior to 1890, commencing 1884. Mr. Stanfield ceased to have any connection with the hotel in 1890; May 1st, 1890. The defendant first became connected with that hotel in the month of May, 1890. The defendant was not connected with the hotel in any capacity prior to that. The defendant served Mr. Stanfield as an examiner of the books before that time, and continued as an examiner of the books until May, 1890. Only a short time prior to May, 1890. It was probably two or three weeks. He was examining the partnership books which expired May 9th. In May the association which had existed theretofore between Mr. Stanfield and witness was termina-

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ted and the business was conducted by witness individually then. Mr. Stanfield had a half interest in the profits of the business after that. In the net profits of the business. That interest was set down, explained and declared in a written contract, which was made between Mr. Stanfield and witness. The defendant was designated by Mr. Stanfield as cashier in that business, to represent his, Stanfield's interest. To protect his interest and to see that the accounts were properly kept. The hotel retained the services of the defendant, and paid a portion of defendant's salary. He continued to work for the hotel up to the time he departed from the hotel. The part of defendant's salary was paid from moneys that came in over the desk of the hotel. The other part witness does not know where defendant got. There were two cashiers employed in the hotel besides the defendant. At the time spoken of in 1890, Mr. Babcock and Mr. Roberts were employed as cashiers. During the two or three years preceeding the time defendant took his departure, witness recalls one cashier by the name of Adams. The cashier

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had tricks off and on, as it is termed, the day was divided into six hour watches, one cashier there at a time. The defendant was in charge of the rear office at all times, or supposed to be, whether he was on or off. When defendant was off nobody took his place. Moneys came from the front office and passed into the rear office; into the defendant's hands; checks were received by him. All checks received payable to witness' order or to the order of the hotel were always endorsed by witness. Defendant may have endorsed witness' name for deposit on odd occasions, not often. If he did, he did it by instruction of witness, and with witness' approval. When witness was absent from the city, then defendant would endorse for deposit only. Never to witness knowledge did defendant endorse checks for deposit, without witness' approval.. It was witness' intention that moneys coming to the hotel to the credit of the hotel or to witness' credit, should be received by and deposited by defendant to the credit of the hotel. The business continued so about

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three years while defendant was in charge. Witness had two check accounts, one in the State Trust Co. and the other in the Second National Bank. He means that the bank accounts were not in the name of the Victoria Hotel, but in the name of Hazen L. Hoyt. The money of the hotel was deposited in the Second National Bank; any moneys deposited in the State Trust Co. if from the hotel, were charged to his personal account, and then I put them there. They were charged against him.. After the death of Mr. Stanfield he was chargeable for the cash receipts of the hotel; he had to account for whatever came into the business, legally, and actually by agreement. After the amounts were figured up, whatever interests the Stanfield estate might have been, were given them, and witness would retain what he was entitled to. Any surplus or large sum might have been transferred to the State Trust Company account, until such time as witness had to make his account to the Estate of Stanfield. He accounted to that estate annually, so that some money accumulated during the year in the shape of surplus money. Witness knows

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that defendant is charged with falsifying the books of that hotel on the 1st, day of January, 1892, and particularly book "O" by omitting to put in the lead pencil mark, the figure 1, making it seven thousand and some odd hundred dollars, instead of seventeen thousand and some odd hundred dollars, and that the defendant is charged by the Grand Jury of this County that that was false, because instead of being seven thousand and some odd hundred dollars, there were actually due and to your credit seventeen thousand and some odd hundred dollars. He knows only from what the book shows him what was to his credit on the first day of February, 1892.. He would refer to the cash book to tell how much was deposited to his credit in the State Trust Company; he cannot tell because it is not separated. He does'nt think that there was \$35,000. deposited to the credit of the hotel on the first of February, 1892, when defendant is charged with having falsified the books.. He does not know. He, witness, simply was asked by the Grand Jury if the figures were those of the defendant; that is all he knows about

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it; he don't know of his own knowledge whether there was an actual falsification or not; he depended upon the testimony of the experts for his information. Witness did not prosecute the defendant; he did not institute these proceedings. He does not know who did: He was subpoenaed before the Grand Jury and asked those questions to verify this man's handwriting or his figures.. It was not witness who made the complaint, and he doesn't know whether the estate of Stanfield made the complaint or not. He believes it was the Estate. He believes it was the Estate of Stanfield which prosecuted this charge and this indictment. He, the witness, has had some differences with the estate of Stanfield. He wouldn't say that they have placed the defendant between the upper and nether mill stones in order to revenge themselves upon him, witness. Witness was chargeable with the moneys that came into that hotel, and he had to account to the estate of Stanfield. They were his moneys, and the estate had no claim upon them. And if a man falsified the books of the hotel and the books showed a

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deficit the only person that would have been injured by this would have been witness. He, witness made no complaint. He found the defendant faithful or presumed him to be faithful, during the time that defendant served him. He discovered nothing from May 1st, 1890 to the time he found the alleged deposit of two thousand dollars; he had faith in the defendant up to that time. Even after the alleged discovery of the fact that there was a deficit he, witness, made no complaint. Witness knows a gentleman named Montgomery, whose first name is Thomas J. and he is acquainted with another gentleman by the name of Miller, whose first name is John H. Montgomery occupies friendly relations toward witness. He, Montgomery, has no connection with the Victoria Hotel. Witness relation with Montgomery has extended to a financial condition, which might be considered to a very extended amount. It is hardly a hundred thousand dollars. Mr. Montgomery had financial connections with the hotel during the time the defendant was at the hotel. He, Montgomery, would borrow money from the hotel. He, Montgomery,

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paid witness within a period of a year or two over one hundred thousand dollars in checks. He, Montgomery, paid into the hotel one hundred and thirty or one hundred and forty thousand dollars, all told, during two years. He, Montgomery, paid witness one bill of twenty thousand dollars, for board and lodging and advances. These advances were frequently made from money to his credit.. He would keep money on deposit there, and would borrow from the hotel, and the defendant was instructed to give Montgomery money when he, Montgomery, wanted it, with witness' permission. He had advanced him, Montgomery, many thousand dollars. He always gave a voucher for whatever money he received. Witness means by voucher, anything which represents the amount of money. An I.O.U. at times, and drafts at other times sometimes checks, and sometimes promissory notes. These vouchers given for advances made were turned over to the defendant, and were placed in the defendant's cash drawer, he presumes. Witness has seen them there in the drawer at times. Witness has

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seen them placed there in the drawer; a great many of them. Mr. Montgomery was not the only person in the hotel who received advances, a great many other customers have. Their vouchers were not deposited with Mr. Wentworth, defendant, but through the cashier in the front office, usually. Not often through defendant, sometimes. Witness is sure he does not know whether advances were made to Mr. Miller. Mr. Miller acted as attorney for witness in some matters. He, Miller, lived at the hotel at one time; latterly he, Miller, did not. Miller did not live there all the time defendant was there; a portion of the time; sometime prior to defendant's departure. He, Miller, was in there daily. In to see witness and talk business. Defendant knew that he, Miller, was a lawyer; defendant knew that Miller was witness lawyer in some matters. Defendant knew that witness placed confidence in Mr. Miller. When advances were made to customers, they were made in the front office. It is not a fact that the cashier would turn in the I.O.U's. with the night's receipt. The front cashier retained the I.O.U's. in every

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instance. The cashier in the front office footed the advances. The front cashier was authorized to make advances, in every instance. It didn't reach the defendant's department. Witness did not say that the confidential cashier did not have authority to make advances, but it came to his department. He, defendant, had authority; witness gave it to him, and witness never questioned that authority. He had the authority and the right to use his own discretion.. If defendant had made advances to the witness' counsel of any moneys from the hotel, he, witness, does not know whether it would have met his approval at that time, or not. That is the best answer he can give. He might have criticised defendant for advancing witness' lawyer a sum of money out of the funds, without first having consulted the witness. Defendant would have a voucher for it. He might have criticised defendant, but may not have seriously disapproved of his doing it, if the amount wasn't large. Witness thinks the largest sum ever advanced to Montgomery was \$20,000. in the front office. He don't know what in the back

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office, he thinks \$20,000 paid the indebtedness. He is quite certain that is the largest at any one time. Witness was friendly with Montgomery. His confidence in Mr. Montgomery is unlimited as far as his, witness', means goes... Defendant never advanced money without witness' permission, or submitting it to him, as far as witness' knows. Defendant knew witness' relation with Montgomery was friendly. His remembrance is that there was about \$11,000. in the shape of I.O.U's. and vouchers in the drawer of the desk, signed by Mr. Montgomery, when the defendant left the hotel. He didn't examine it at all until Monday. He left on Saturday, and put an extra accountant to work on Friday night. The accountant could not examine the cash drawer until witness arrived Monday morning. Witness did not have the key; defendant had it. There was but one key; there was another special compartment in the safe for keeping valuables. There were no vouchers in that; no vouchers in the drawer in the safe, to witness' knowledge. Mr. Montgomery had access to any part of the hotel freely. He, Montgomery, might go behind

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the desk and near the cash drawer and near the safe. Witness traded drawers with defendant about thirty days prior to the time he, defendant, left the hotel; defendant transferred the contents of his drawer to witness' drawer. When witness transferred defendant's drawer was empty. Witness did not transpose the papers or take the vouchers; he didn't take anything; he never touched defendant's papers. He put his, witness', private papers in the drawer after defendant delivered it to him, empty. Witness knows nothing about what defendant put in that drawer. He got the keys of the drawers from defendant, who sent them to witness after he, defendant, was in the Tombs. Witness had to break open the drawers. After that Friday afternoon defendant was not at the drawers. Montgomery was not at the drawers; he knows that positively; Montgomery never went behind the desk after defendant went away. Montgomery has told witness so... He spoke of the fact in casual conversation there was no occasion for his telling me of it. He never would have suspected that Montgomery went behind

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there; it was not the subject of conversation; it was mentioned casually. Witness and he were discussing the case a few months ago, and he, Montgomery, said, "Fortunately, he never went behind the desk from the day defendant went away. Witness does not know why he, Montgomery, spoke about behind the desk. He has unbounded confidence in Montgomery. Witness never examined the books as a whole at any time; he examined them partly. He would simply ask for some information at different times and that information was furnished by defendant. The books were always open to his inspection. There was no attempt on the part of the defendant to conceal the books. Defendant never placed any hindrance in witness' way for an inspection of any I.O.U., voucher or due bill, nor of the books. Defendant was perfectly open and straightforward in his way of doing business. Witness means so far as defendant's actions were concerned at the time. Witness never suspected defendant was doing anything wrong. The book which is a record of the office cash showed that only seven thousand dollars was in the office on February 1st

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1892;there might have been one hundred thousand dollars in the bank and it would'nt have made any difference. The opposite page shows that there ought to have been seventeen thousand dollars. Witness never authorized defendant to give a dollar of his, witness', money without a voucher. Witness directions to defendant were to get a voucher at a all times for any moneys he might advance and not to advance money without witness' permission,to any person. Witness told defendant that from the first to the last;all the time. Witness repeated this;it was one of the rules of the office. Defendant never to witness' knowledge,advanced a dollar without receiving a voucher,and then defendant did not disobey witness' orders.

FREDERICK T. LEIGH,being duly sworn, and examined, testified that he is from the State Trust Company and that the account of H.L.Hoyt with his bank is a correct account. It is a correct account of all the moneys deposited from May 1st,1890 until the fourth of August,1893 in the State Trust Company by Mr.Hoyt.

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The balance is the same from August 4th, to September 8th, which is \$214.32. Witness is mistaken, the balance is \$107.49.

On cross-examination witness testified, that he was Teller in the bank, and familiar with the account of Mr. Hoyt, and was familiar with the account in 1892. Witness cannot tell from the book what the balance was to the credit of Mr. Hoyt on February 1st, 1892; he can tell from an inspection of the books in the bank. The check for \$33,000, paid the first day of February, 1892, is the check of the State Trust Company. It was paid at the bank, for \$33,604.36.

WILLIAM MCGOUN, being duly sworn, and examined, testified that he

is a hotel clerk by occupation and in the year 1893, in August, he was night clerk at the Victoria Hotel, and was there on the night of August 4th. He recollects the night that the defendant went away. Mr. Breen was there when witness came on in the evening. Witness remained in charge of the front

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He remained in charge of the office on the night of August 4th, and the morning of August 5th. Mr. Babcock relieved him. Witness went on at eleven o'clock and came off at six o'clock in the morning. He went on again at eleven o'clock at night; he relieved Mr. Babcock. He was in charge of the front and back office on the night of August 5th, and the morning of August 6th, until six o'clock. Mr. Breen relieved him. He went on again at eleven o'clock Sunday night and was on Sunday night and Monday morning, until seven o'clock. Mr. Babcock, he thinks relieved him, they alternated, Mr. Babcock, Mr. Breen and the witness. Witness works only at night. He was in charge of the front and back office, where the cash drawer was from the evening of August 4th, until the morning of August 7th, at six o'clock. During that time that drawer was not disturbed in any manner; not at all. No one came and opened the drawer.

On cross-examination witness testified, that he knew Mr. Eunich; who is a relative of Mrs. Stanfield. He remembers Mr. Eunice being in the hotel

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that night. He remembers seeing Mr. Eunice conversing with the man behind the desk; he remembers seeing him behind the counter. He did not hear what he said; not at all. He did not hear Mr. Eunice say to the man behind the desk, "We have got Wentworth now where we want him, and we will make him squeal." He did not hear him say that.

OWEN P. BREEN, being duly sworn and examined, testified that at present his occupation was manager of the Victoria Hotel. That his occupation in the month of August, 1893 was that of room clerk. He was present at the hotel on the evening of August 4th. He was in the front and back office of the hotel. He was there when defendant went away. He remained there until Mr. McGoun came on at eleven o'clock. During that time the cash drawer was not interfered with in any way. He relieved Mr. Babcock at twelve o'clock the following day, Saturday, and was on duty then until five o'clock Saturday afternoon. No one interfered with the drawer during that time. Mr. Babcock came on then and remained until the night clerk

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came on at eleven o'clock. Witness was there all day Sunday from seven o'clock in the morning until eleven o'clock Sunday night. During that time this drawer was not interfered with by any one. Sunday he was on all day and returned the following day Monday, at eleven o'clock. He alternated with Mr. Babcock and on Sunday he would be on one portion of the days and on other days another. He was relieved at meal times. The cashier, was there in the office. The cashier was Mr. Roberts at times. He was there regularly at his work during such times as he was required to be there, and at the times he was there the drawer was not interfered with.

On cross-examination the witness said, There was a cash drawer in the front office, but it has no connection with this one in the back office. There was no other cash drawer in the back office other than this one, that he knew of. He knows Mr. Montgomery. He remembers the day the defendant went away. On that evening he saw Mr. Montgomery in the cafe of the hotel two or three hours after the

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defendant had left. He did not see Mr. Miller there. He did not see Mr. Montgomery the next day that he remembers of. He will not swear that he did not. He thinks he did see Mr. Montgomery the day after that. He never saw him in the private office. The cash drawer was kept in the desk of the back office, the private office. He did not see Mr. Montgomery in that office the day after. He had seen Mr. Montgomery in the back office speaking to the defendant. He did not see him there after defendant went away. Not at all. He knows Mr. Babcock; Mr. Babcock was alternating with him; after the defendant left, he, Babcock, took charge of the back office. Witness is employed by Mr. Hoyt; he was employed by the Stanfield Estate; he represents the Stanfield interest now. He knew Mr. Montgomery very well. He don't know that he is any more friendly with Montgomery than with other guests of the hotel. Not particularly friendly with him because of his interest in the hotel. He knows that Montgomery was in the habit of getting money from the hotel when he wanted it. He never knew him to be

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refused whenever it was possible to accomodate him. Witness business was connected with the front office. The cashier in the front office gave Montgomery the money. He has seen the defendant give him, Montgomery in the back office. He never saw Mr. Hoyt give Montgomery money. Never in his life knew Montgomery to be refused. He always gave a voucher for whatever he got.

WILLIAM H. VEYSEY, being duly sworn, and examined, testified that he was a professional accountant by occupation, and had been engaged in that occupation twenty-eight years. On the evening of August 4th, he went to the Victoria Hotel in response to a call from Mr. Hoyt, and arrived there somewhere around 6,30; He saw Mr. Hoyt there, and had a conversation with him. After that he, witness, went into the inner room and took supper, alone; just went into the back room and took supper in the Cafe; it was about a quarter to seven or thereabouts when he got through his supper. Then Mr. Hoyt took him out and introduced him to the defendant. Defendant was in behind an enclosure

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which he supposes would be called the back office. It was a desk in the rear of the front desk. Mr. Hoyt introduced him to defendant saying that he, witness, was a public accountant and that he, Hoyt, wished defendant to give him, witness, any assistance in defendant's power in examining the books. Then Mr. Hoyt left. Witness addressed defendant and said to defendant, "Will you be kind enough to give me the last trial balances of the books of the hotel made by you?" Defendant said he had not made any lately. Defendant said, "I haven't made any lately". Witness then said to defendant, "Be kind enough to give me your cash-book, bank pass-book and check-book of the hotel, so that I may look at them". Defendant did so. Witness compared the general cash-book C. as to the balances therein shown at different points with the bank pass-book, and he said to defendant "Apparently by the cash book C. you are carrying a very large amount of cash on hand, and by the bank pass-book" Witness thinks he said to defendant "You are carrying from \$30,000 to \$40,000 on hand or more than that, but by the bank a

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cash-book you are not carrying much more, by the balance therein shown, than from \$7,000 to \$12,000. Be kind enough to show me where the balance of that cash is carried that you are held for in cash-book C". Defendant said there was some carried in the State Trust Company. Witness asked how much was carried in the State Trust Company and defendant said he could'nt tell. "Now," witness said, "Be kind enough to show me the last proof of your cash on hand made up by you" Defendant said he hadn' made any proof of cash on hand lately. Witness then said "Very well, you as cashier must at different times have made up proofs of the cash that you had on hand. Be kind enough to show me the component parts of the cash on hand at any time in the year 1891, 1892 or 1893". This was the evening of August 4th, 1893. The defendant said, "Well, Mr. Veysey, I am tired and I would like to have some supper. If you will kindly excuse me I will give you all the information in my power when I come back". Defendant went away and did not return, and witness did not again see defendant at the Victoria Hotel.

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JOHN W. VOLK, being duly sworn, and examined, testified that, he is a book-keeper by occupation employed in the Second National Bank. The book is a deposit book of the Second National Bank in account with H.L. Hoyt; that was the Victoria Hotel. The balance to the credit of that account on August 4th, 1892, was \$1,646.12. Check marked People's Exhibit H. was deposited in our bank on August 4th, 1893.; it was deposited to the credit of H.L. Hoyt. The amount is \$1,125. He does not recall the presentation of that check for \$1,103.44, except to say that it came to the bank and was paid at the bank. It was not paid when it was first presented; it was marked "Short".

On cross-examination witness testified, there are a great many deposits made by Mr. Hoyt; deposits almost daily. He can tell by the ledger of the bank what balance Mr. Hoyt had to his credit on the first day of February, 1892. The only thing witness can give is the last balance preceding that in the pass-book. The check for \$6,900. which is

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said to be in payment of rent, was paid and certified afterwards. The certification is marked on it. It appears to be July 19th, the check is dated August 19th. It was not paid when it was first presented. It was not paid when it was first presented, because there was not money enough there to meet it. Witness will bring a statement of the balance to the credit of Mr. Hoyt on February 1st, 1892, and January 31st, 1892.

EDGAR HAYNER, being duly sworn and examined, testified that, the deposit slips shown are deposit slips of H.L. Hoyt, August 15th, 1892, comprising several checks, \$1,715.70. He does not know the handwriting on these slips. These slips accompanied deposits of their respective dates which were received by him in the bank, and credited to the account of H.L. Hoyt, in the bank books. The deposit slip of November 21st, 1892 is the same as the others, and passed through the bank. They were received by witness accompanying deposits. Witness is receiving teller of the bank. The bank book of the bank, July 19, shows a deposit of \$2,000.

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Check No. 11,344 was not paid when it was first presented. It was certified July 19th, but witness cannot tell when it was paid without looking at the book. The date of the \$2000. deposit, just referred to, is July 19th.

On cross-examination, witness testified that, he knows the check was certified on the 19th, because the date is there stamped on the back. That when a check is certified in his bank it is charged up against the account. Witness has a general idea of the balances depositors have in the bank. Deposits were made in the bank by Mr. Hoyt or to his credit, daily. There was nothing unusual about the deposit of \$2000. Nothing extraordinary about it, only that it was cashed. He knows it was cashed by the mark on it. He is satisfied by the mark that it was cashed. Mr. Hoyt did not deposit cash frequently. He has deposited cash, but not frequently. Not in large sums; different sums. He saw this was cash not because it was a large sum, but in looking over the slip. He couldn't tell that without the slip He could not tell from the entry in the depo-

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sit book whether it was cash or a check. To all intents and purposes he could not tell from the deposit slip which is in this case, he could not tell whether it was cash or what it was. His attention was not first attracted to the fact that it was cashed by anybody. He did not tell anybody it was cashed. The first time he observed it was cashed was when the deposit slip was shown to him. A circle drawn around the cash is the indication on the deposit slip that it was a deposit of cash. Not around the other amounts. Witness has said that he don't remember whether the deposit of \$2000. was necessary for the purpose of paying that check. He will look that up and report on that question tomorrow.

EDWIN H. BABCOCK, being duly sworn, and examined, testified that he resides at Saratoga Springs. He came from there to open this hotel; his family are living there: He was employed in the month of August, 1893 at the Victoria Hotel, and was there on August 4th, 1893. He was not there the night the defendant went away.

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He came there the following morning. He relieved the night clerk. Mr. McGoun. He remained until 12 o'clock, and was relieved by Mr. Breen, then he, witness, came on again at 6,30 in the evening, and remained until 11 o'clock when he was relieved by Mr. McGoun. He next came on on Monday morning; it was his Sunday off. He saw Mr. Hoyt and had a conversation with him on Monday morning. During the time he was on this drawer was not disturbed by any one.. As a result of the conversation with Mr. Hoyt he, witness, was put in charge of the back office. This drawer was a drawer of the back office; it is the drawer the defendant had charge of. Witness had a key to the drawer after it was put in his charge. When he went there with Mr. Hoyt he didn't have the key. The drawer was locked; it was forced open, by the carpenter. He opened the drawer in the presence of witness. The engineer, Mr. Hoyt and Mr. Roberts were present when the drawer was opened. After it was forced open, Mr. Hoyt put witness in charge of it. He, witness, put a lock on the drawer

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then and kept possession of the key. No one that witness knows of disturbed that drawer while he was in charge of it. He had occasion to open the drawer again; he used that for his cash drawer. He had occasion a number of times to open it again; he opened it and found some papers in it: He had a conversation with Mr. Hoyt in regard to the papers he found in the drawer, and he spoke to Mr. Veysey he called Mr. Veysey's attention to the paper he found in the drawer. As a result of the conversation he had with Mr. Veysey, he, witness, placed the papers in the back compartment of the drawer. He took everything from the front drawer and moved it back, to give him a chance for the cash which he was to take charge of from the front office. He put everything he found in two compartments. He kept them there until the 29th, day of August, and then delivered them to Mr. Eunice. Prior to that time he did not deliver them to anyone; for the purpose of examination, he delivered them to Mr. Veysey, and he believes Mr. Veysey made a memorandum of what he found there. Mr. Veysey made a memorandum of

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those papers. He, Mr. Veysey, took them away, and made his memorandum, and restored them, witness thinks the same day, or the day after. Mr. Veysey came to live at the hotel. After the drawer was opened, witness called Mr. Veysey's attention to the papers and he, Mr. Veysey, told witness to hold the papers until he, Veysey, could make a memorandum of them. After he took the drawer, he, witness, went on with the business of the back office. Mr. Veysey was the expert, and witness called his attention to the papers, and he took them up stairs and shortly afterwards, a few hours, returned the papers to witness. Witness didn't examine the papers. There was in the neighborhood of \$12. cash in the drawer Envelope shown witness and he stated that he believed that was the envelope found in the drawer. There was a \$5. bill and some foreign money The envelope says \$12.56. He gave that with the papers to Mr. Veysey. He found a large number of checks pinned to bills in defendant's handwriting in the cash drawer, and he found some in the safe and some in the drawer that was in the other desk; he left

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those checks just as he found them. He didn't deliver them to anyone. He believes Veysey took possession of them. He took the papers, but he did not take the checks at that time. He got the checks; he knows that those checks went into Veysey's hands. He couldn't identify the checks any more than to identify defendant's handwriting; he could identify any other check in defendant's handwriting; he knows defendant's handwriting; he would know anything else in defendant's handwriting just the same.

On cross-examination witness testified, that he occupied the position of cashier and bill clerk in the hotel. Bills for the hotel guests only. He was not familiar with the system of keeping the cash in the back office. There was one drawer in which valuables were kept. Vouchers, papers and checks were kept only in the cash drawer in the defendant's cash drawer, as far as he knows. Three drawers were forced and opened; the cash drawer he has told about, and in the other drawers there was some private papers and some memorandums. Memorandums relating to the business of the hotel. Not

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vouchers, and he doesn't know that there were memorandums of people to whom money had been advanced. He did not examine the papers, and he couldn't testify as to what was contained in any of the papers. He got a key for that drawer right after it was forced; he received a key for the new lock. After the drawer was forced and until the new lock was put on and the key given to witness, he thinks the papers remained in that drawer; he doesn't know who could get them. The lock was put on immediately. He had the key immediately. The drawer was forced, as near as he can remember, on Monday morning in the presence of Mr. Hoyt, the engineer, the carpenter, Mr. Roberts and witness. Witness knows Mr. Montgomery pretty well; he knows him well enough to be on a friendly basis with him. He don't remember seeing him in the hotel the night the defendant went away, nor on Saturday. Witness was not at the hotel on Sunday, and possibly Mr. Montgomery might have been there on Monday, but witness doesn't know. He might have conversed with him, Montgomery, on Monday. Witness knows Mr. Miller as well; he don't recall

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seeing him, Miller, about there at that time. He, witness, has not been at the hotel since the fore part of June of this year. Witness left the Victoria Hotel the 1st day of April, 1894. He remained at the Victoria Hotel the remainder of the year 1893 and down to April, 1894. He went to Saratoga and saw the defendant there, after defendant left the hotel; he, witness, was not sent there. He talked with the defendant. He thinks it was the third Sunday after defendant left the hotel that he saw defendant at Saratoga. He can safely say it was probably in the middle of August, 1893. Saratoga is witness' home at all times. He was employed in this city at a hotel as cashier. He went to Saratoga in the month of August to see his wife. He remained in Saratoga until Sunday night; that was the only time he went to Saratoga on Saturdays to see his wife. His wife has lived at Saratoga all her life. He was away from his wife preceding this visit in August, since sometime in June, possible the 1st of July. She left New York to stay at Saratoga for the Summer. Before witness went to see his wife at

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Saratoga that Sunday, he knew defendant was in Saratoga. He was told so by Mr. Montgomery. It was a very well know fact, without anyone telling him. He don't know whether Mr. Hoyt knew it. The people, or some of them, about the hotel knew defendant was in Saratoga. He don't know whether the defendant was concealing himself or not; probably half a dozen people around the hotel knew he was at Saratoga. Some of them employees of Mr. Hoyt. His associate, Mr. Breen, knew it, and Mr. Montgomery, who was not an employee of the hotel knew it. No one else that witness knows of knew it. Possibly Mr. Miller knew it. Witness was working for Mr. Hoyt; was paid by Mr. Hoyt and presumes he tried to serve Mr. Hoyt faithfully. He did not tell Mr. Hoyt that the man who was supposed to be a fugitive from justice was in Saratoga, because he didn't know it until he went to Saratoga. Mr. Breen told him then, and he knew that half a dozen people around the hotel knew it, because the same party that told Mr. Breen told it. The person who told it was a porter or valet connected with a Spanish family that saw the defendant

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in Saratoga and told it at the hotel.. He told Mr. Montgomery that defendant was in Saratoga; he, does not know whether the Spanish valet told Mr. Montgomery, or not.. Mr. Montgomery told witness that defendant was in Saratoga; that he knew that he, Montgomery, was at Saratoga. Montgomery told him the day witness went to Saratoga. He went to Saratoga on Saturday; he did not see Mr. Hoyt that day. He saw Mr. Hoyt when he returned from Saratoga; he saw him Monday; he did not tell him, Hoyt, that he saw the defendant at Saratoga. He can't tell why he didn't tell that he had spoken with the defendant at Saratoga; he had no reason to keep it from him. He knew that defendant was suspected of having embezzled moneys. It was general gossip around the hotel; and that defendant ran away to evade arrest. He knew that the defendant had not been indicted at the time. He knew defendant was suspected and that an investigation was being made and that it was reported to the police. That he had spoken with the defendant and returned and had not spoken of it to his employer. He had no reason not to. It is not

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a fact that witness was in the employ of Mr. Montgomery to keep concealed the whereabouts of defendant. Montgomery did not speak to witness of his, Montgomery's, own free will about witness seeing defendant when he went to Saratoga. Witness asked Montgomery about the defendant. He, Montgomery, did not tell witness, "I want you to go to Saratoga. Before witness went to Saratoga he asked Montgomery where defendant was, and he, Montgomery said he was in Saratoga. He did not know when he asked him, Montgomery, that question that the defendant was in Saratoga. He did not know that Montgomery knew where the defendant was. He asked him because he thought Montgomery might know. He heard that Montgomery knew where defendant was. He had heard that but he couldn't tell from whom it came. That is the best answer he came give. He wanted to know where defendant was, because, he, witness, always liked defendant. He wanted to see defendant as long as he, witness, was going there. He did not think he was a fugitive from justice. He knew the time he inquired that defendant was a fugitive from justice

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He asked whereabouts in Saratoga the defendant was and he was told on Filer Street. Montgomery gave witness the number of the street. He, Montgomery, did not tell witness what name defendant was known by. He asked Montgomery where defendant was stopping; he did not know that he had the address. He asked Montgomery if he knew where defendant was staying in Saratoga, and he told witness the address. Witness told Montgomery he was going to Saratoga. Montgomery did not tell him, witness, what to do in Saratoga, or what to say. He, witness, did not carry any letter; he never carried a word to defendant. He asked a few minutes before he left the hotel about the defendant. There was no intention when witness made arrangements to go away of seeing the defendant. He asked Mr. Montgomery, who was sitting right in front of the desk if he knew the defendant's address in Saratoga. He only knew by what he heard that defendant was in Saratoga. He left at 3:30 and arrived in Saratoga at 8:40 at night. He started back midnight on Sunday. He saw

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defendant at Saratoga and talked to him. The only reference that was made to the case was made by defendant. He had a conversation about long enough to drive around the block. That is all. Witness was riding with his wife, brother-in-law and brother-in-law's wife, and he got out of the wagon while they drove around the block, and while they drove around he and defendant had the conversation. Witness did not go into the house with defendant; witness had no papers with him at all, referring to defendant's affairs or to Mr. Montgomery's affairs. Witness had no papers in connection with Mr. Miller's affairs. Mr. Miller might have spoken to witness before he, witness, went to Saratoga. Witness don't think he, Miller, spoke to him about seeing defendant. Possibly defendant was spoken of between witness and Mr. Miller before he, witness, went away. Witness told him he was going to Saratoga, and after he, witness, asked for defendant's address, he, witness, said, he would see defendant. Both Mr. Miller and Mr. Montgomery were sitting together and the conversation was addressed to both. Mr. Montgomery gave

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witness the address; witness don't know whether Miller had the address. He, Miller, did not say anything to witness about the purpose of witness' visit to Saratoga.. It was a few minutes before he left, possibly an hour. Witness never had any correspondence with defenda; he never wrote to Canada to him. He, witness, never wrote defendant a letter in his, witness', life. No one else had a key to the new lock on the drawer. He remained in possession of the documents five days before he turned them over to Mr. Veysey. He observed some of the papers. He observed there were some due bills signed by Mr. Miller. Witness supposes Mr. Veysey got the due bills signed by Mr. Miller. He turned over the papers just as they were. He never examined them. During the five days witness presumes he saw Mr. Montgomery every day. Perhaps both Mr. Montgomery and Mr. Miller were seen by him every day, but he don't remember. The due bills of Miller's, as near as he recollects, amounted to about \$100. He couldn't tell whether they were more. They did not

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amount to Thirteen hundred dollars. He couldn't tell. They might have amounted to \$100.00 so far as he knows. He thinks he saw two of Mr. Miller's due bills. He found some unsigned checks that were not sent out in the compartment; he found part of them in the safe and part of them in another drawer he never looked in the safe for due bills or I.O. U's. He found the checks in the safe in a compartment that was open; they were in a large compartment. He thinks he found the checks Saturday.

HAZEN L. HOYT, being recalled for further cross-examination, testified that his attention was first called to the statement that there was an apparent deficit in the books on the evening of August 4th, after defendant had left. Defendant did not show any indignation at the time witness brought Mr. Veysey into the hotel. Defendant did not show any evidences of being irritated or annoyed by the examination of the books. Witness did not observe any effort on the part of the defendant when he, witness, introduced the expert accountant to conceal or hide anything from

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from the accountant.. Defendant's only answer was "Certainly", and that was the last witness saw of defendant. Defendant's conduct did not differ from his conduct when any other expert accountant was introduced at the hotel before. Witness did not know that Mr. Babcock or Mr. Montgomery knew of the whereabouts of the defendant. Mr. Montgomery did not inform witness of the whereabouts of defendant. He had unlimited confidence in Mr. Montgomery at that time. He, Montgomery, knew there was a suspicion that defendant had made certain defalcations. He never discussed the whereabouts of defendant with him, Montgomery. He has spoken with Montgomery about the defendant. He don't remember of Montgomery ever telling witness of the whereabouts of defendant. Witness did not know of the whereabouts of defendant. Witness wrote Mrs. Wentworth, but he don't remember saying in the letter to her, that he knew where defendant could be reached. He wrote the letter in answer to inquiries from her., about the affairs. Witness had conversations with Mr. Montgomery about the deficit apparent on the office books.

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Mr. Montgomery never said he, Montgomery, was responsible for any deficit and that he, Montgomery, would make it good. Mr. Montgomery told witness, on his, witness', return to the city from his, witness', country place, later than the Monday after the disappearance, that Senator Fessenden, who has been at the trial here, and Judge Hall, friends of the defendant, had been at the hotel the night before, to see witness. Witness was out of town. Witness believes he, Montgomery, said, that they had seen him, Montgomery, and wanted he, Montgomery, should ask witness if they made good the deficiency if witness would prosecute. That is the only thing of the kind that was ever brought up to witness' knowledge..

Mr. Montgomery never in any way, shape or form said he would make good that deficit; he never talked of the advances he had received from defendant from the funds of the hotel, and witness never question him in regard to it, or asked him how much money he had received, or how many I.O.U's he had given. As a matter of fact, witness tried to ascertain how much money was really advanced to Montgomery at the

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time defendant left the hotel, by examining the vouchers. The vouchers were not placed in witness' hands by Montgomery; he, witness, saw them when the drawer was opened on the Following Monday after defendant's departure. Witness did not take them out of the drawer, he believes Babcock, took them out and gave them to witness immediately after taking them from the drawer. They were opened out on the desk where they stood. Mr. Veysey and Babcock figured them up; witness figured up Montgomery's vouchers; there were other vouchers; witness remembers a check or two of Miller's. two checks.

The aggregate of the I.O.U's of Montgomery's in the drawer was about \$11,000. Witness' recollection is that one check of Miller's was for \$100. and another for \$150., but he may be wrong. Witness knows where the money came from to pay the check issued by the hotel to pay the rent to the Stevens estate; it came from witness; he paid the \$2000. Witness is not complaining of the payment by himself of the \$200.; he, witness, is not complaining of anything; he is not satisfied with that; defen-

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dant got the \$2000. Mr. Miller, witness' counsel, got it from him, witness. to deposit in witness' bank; he, witness, didn't understand what it was for at the time. Miller was not at witness' home in the country; witness don't know where he, Miller, was then. Montgomery was there at the time this check was given. Witness drew the check to the order of John H. Miller, attorney. Witness is not trying to cover up Mr. Montgomery; he, witness, is not trying to cover up anybody. He gave the check in Montgomery's outer office; he, Montgomery, asked witness for \$2000. he, Montgomery, said he wanted it for a special purpose, something that was pressing him; that he, Montgomery, owed. It was some pressing matter with somebody in Philadelphia. Witness don't know as it went as far as supplementary proceedings. The check was cashed, as witness is informed, and the cash was deposited in witness' bank to his, witness' credit. Deposited by the defendant, not by witness' friends; witness is sure of that. Witness did not lose the \$2000. It is right that a check issued to pay the rent came to the bank and was not

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paid, because there were not sufficient funds to meet it. It was not customary in the hotel to draw checks for the payment of bills, and hold them until the funds in the bank were sufficient to meet them, and then to issue them. It was done two or three times during the latter few years. The book-keeper knew exactly what accounts had to be met, and prepared the checks for the purpose of sending them to the parties; he was supposed to draw them about the 10th, of the month when the accounts were made up. The checks should have been made up and signed by witness by that date for the account of the preceding month. There were stacks of them, months behind and there was evident fraud. Witness learned that the check to pay the rent came back the same day of the \$2000. transaction. He drew a check to the order of Mr. Miller, because he was acting for Mr. Montgomery, and he wanted it made payable to him as attorney. He acted for Mr. Montgomery and witness, generally. He drew the check to Mr. Miller's order and gave it to Mr. Miller, and he has since found out that it was cashed and that the cash

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was deposited to witness' credit, and he has also ascertained that after the cash was deposited, the check for rent was paid, when it came back the second time. The check was drawn to assist the defendant; it was hardly as strong as saying that witness was deceived in the getting of the \$2000. for the purposes of allowing witness to meet his own obligations; Mr. Montgomery did not tell witness it was to assist the defendant; witness wouldn't say his friends lied to him when they told him what they wanted the \$2000. for. They said they wanted it for a special purpose. After Montgomery got it, it might have changed. That was what he asked the money for, to help Montgomery out of a difficulty. He don't know whether it was true or not, the defendant might have wanted it more urgently than he, Montgomery, did and he gave it to the defendant. Witness was not informed that defendant told Mr. Montgomery that he, Montgomery, had received too much money of the hotel funds and it was necessary to receive an additional payment by him, Montgomery for the purpose of meeting current expenses.

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Witness will not say that Montgomery deceived him. That it might be honest treatment; he, witness, don't think that at the time Montgomery got the money that he, Montgomery, had any intent to use it for any other purpose than that which he, Montgomery, got it for. Witness has blamed Montgomery and Miller since for that. They have explained it since. Witness is not trying to hide Mr. Montgomery. Mr. Montgomery told witness that he wanted it for a specific purpose; if defendant came to Montgomery after wards, and stated his case to him, Montgomery might have made some other arrangement for his Philadelphia matter; there is a possibility. It was Monday that witness gave the check. Montgomery was witness guest, at witness' home; Miller was not there. Montgomery did not tell witness while he, Montgomery, was at witness' home that he was in some difficulty and wanted \$2000. Mr. Miller sent for Mr. Montgomery to come to New York, and he, Montgomery, left and came to New York, but did not return back to witness' residence. Witness saw Montgomery next day at his, Montgomery's, office, and

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and witness was told there was some difficulty and that Montgomery wanted \$2000. Witness does not think that Montgomery deceived him. Witness believes as he believes he lives, that the defendant deprived him, witness, unjustly of money. Witness knows that he is \$70,000 the loser and defendant had charge of it. Witness knows it, as he knows anything, that defendant did unjustly deprive him of a single dollar. He will specify the amount that the books show that he is defrauded of. He was told by Mr. Veysey, that is his information; the books show. He looked at the books and examined them in that sense. He figured up the columns in some instances. He verified the totals and arrived at the conclusions himself. It is a fact that depended on the expert accountant and his confidence in the accountant, from what was shown him, and he, witness, verified what the expert showed him. Witness engaged the expert, and paid for his services, and he told the expert before he brought him there that he, witness, imagined there was a deficit. He did not engage the expert to find a deficit; he engaged him

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to examine the books; he, witness, did not tell the expert there was a deficit; he said he thought there was. The expert was retained in witness' interest. Witness never had the books examined before by an expert, but the books were examined before monthly by the Second Vice President of the Knickerbocker Trust Company, at witness' request, and at the end of the fiscal year, experts were brought in to verify the work, that was usually done in May, and in August, witness was not satisfied, and thought something was wrong and he then called in an expert himself. He had trusted to experts up to that time. The last examination was in May, 1893 at the end of the last fiscal year. He don't know whether the other experts that had examined the books before Mr. Veysey, found anything wrong in them; their reports were made to the Stanfield estate. He believes their reports were that everything was correct. There was no examination monthly of the books from the time witness was associated with Mark M. Stanfield, or the Stanfield estate, but from the time the defendant was there there was a

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monthly examination by Mr. Brown, delegated by the Knickerbocker Trust Company, who was the guardian, under the will, of Mr. Stanfield's grand-son. Mr. Brown is the Second Vice-President of the Trust Company; he had no pecuniary interest in the matter. He came there for the purpose of going over the accounts. Witness requested the Trust Company to send somebody to examine the books, and Mr. Brown was delegated, and there were experts brought in at the end of the fiscal year, Price, Waterhouse & Co. They never reported anything wrong. Witness believes the accounts were examined and approved, and witness made payments in accordance with the approval. All the payments made by witness during his connection with the Stanfield estate, and during the time that defendant was in charge as cashier, all the monthly payments, all the payments made, were examined into, and approved, and paid, with witness' approval. And nothing was reported to witness during that time, & down to August 4th, 1893 as being wrong in the accounts kept by defendant. The defendant rendered to witness personal monthly accounts, and they were

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approved by witness; they appeared to be all right, and witness approved them, up to the time defendant left. Witness suspected defendant when he found out about the \$2000. ; he, witness, did not suspect his friend. He got suspicious when he supposed he had plenty of money in the bank, and found out there was none there. He knew what his friend drew, and when, he, witness' friend, went to Europe, he had perhaps \$14,000. of I.O.U's in the drawer. Witness knows that he paid it immediately on his return. He witness, carried them in the drawer when his friend was in Europe; he didn't know as he reported that to the Stanfield estate; they had some one there, and witness didn't volunteer anything to them; it was witness' own money. He didn't report it; the Stanfield estate got 50% of the net profits of the hotel, and they got their money when it was due. Witness did not object to it appearing on the books that he was carrying the paper of his friend to the extent of \$19,000 or \$20,000.; it might have been on the books; witness don't know anything about it. It was understood, for convenience sake, that money

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advanced on I.O.U's should go on the books; they were returning it constantly. It was not done so as not to inform that poor widow and orphan; it was witness' own money. The money was loaned out of the general fund; at the end of each fiscal year they got what they were entitled to. It is a fact that the books showed accumulated profits each month, and witness thinks that defendant entered that accurately. It was not a fact that I.O.U's were not entered because witness did not want the Stanfield estate to know of his personal transactions with his friends. Witness allowed the Stanfield estate to examine the cash drawer, and to examine the I.O.U's. Witness did not tell the Stanfield estate that he, witness, loaned Montgomery money. He did not tell his partner that he loaned as much as \$140,000 in one or two years to Montgomery; he had no partner. Witness does not blame defendant for not putting those facts in the books. The cash book O. was a summary of the day's business; and other days it was regarded as a regular book of the concern. If the cash book O was destroyed he could tell what was transferred from it; he could tell the footings

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but the items appeared there; all the items appeared there; it was one of the set of books used; he could tell from cash book O. how the business of the concern stood, alone, without anything else, and he could tell what appeared in the drawer from what appeared in the book. Frequently defendant didn't write what was in the drawer, with witness' approval. Witness perhaps could not tell exactly what was in the drawer, or in the front office or in the back office, separately, but the balance he could tell. Witness didn't say there was no report to be made of advances. Advances were made from the front desk, they were allowed to make small loans, and not to report every hundred dollars. The cash book O/ does not show the itemized condition; it shows the balance. It shows that on February 1, 1892 there ought to have been, cash on hand, \$48,332.70. It is in the defendant's handwriting; that is the balance that is the footing for the month. The total is made up of the items that appear on the page there; it ought to include the I.O.U's. The end of the day's business on February 1st, 1892, the balance

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on the commencement on that day, in the defendant's figures, was \$7,772.39. It is a record of the day's business; it is not a record; not a summary of the whole book. He should be able to tell from the book what cash he had on hand that day. Witness does not know whether Price, Waterhouse & Co. the experts for the Stanfield estate examined that book or not. Witness refused to allow them to count the cash. The book contains a record of the cash. He did not refuse to allow them to see the book; it was open on the desk for them to see; he had no objection to their examining it; he has no doubt but that they examined it as well as the other books; he objected only to the counting of the cash. He thinks he could have found the correct condition of the hotel without an examination of the cash book, and if the book was out of existence they would have found the results of what was going on in the hotel. They would have to take the items on trust. It is not true that the true condition of the Victoria Hotel could be discovered independent of cash book. The results could be discovered from the other

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books. Perfectly and accurately. You could not find out what place the cash came from with this book. Witness does not know anything about whether any other book in that concern was changed, other than book O.. When Montgomery or any other person paid an I.O.U. it was not entered as a cash receipt upon book O. the I.O.U. was returned and replaced with cash. Witness regards Cash Book O. as the true cash book. The total footings of the other cash books were found here. The amount of \$140,000 would all appear here. Montgomery did not give I.O.U's for all the amounts; for all that he borrowed he did. The amount of \$130,000 or \$140,000 spread over two years; it did not appear in Cash book O. Cash book O. is a record of cash and I.O.U's representing cash, and the recapitulation of the work and collections, and there was a summary book for recapitulations in addition to this. Besides cash and I.O.U's the receipts of the day were in cash book O. The payment of moneys in return for I.O.U's was not put down in Cash book O. because they were carried as cash in the drawer, never as much as \$30,000.

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A few thousand dollars perhaps. It was witness' remembrance that when Montgomery was in Europe it was \$14,000.; that Montgomery was away probably six months; it might have been nine; and witness carried \$14,000 of I.O.U's in his drawer as cash. The cash was put in the books. Witness considered it as good as cash; a bank check is not cash, but it is as good as cash. Witness does not know whether Montgomery has paid up all his I.O.U's or not. He has not; he, Montgomery, owes witness some thousand dollars ; witness does not think it is as much as \$200,000., more likely \$100,000.. Witness had on hand; cash on hand, by Cash book C. on February 1st, 1892, \$19,904.85; he believes that is right; they are the defendant's figures. The amount stated in the book as being on hand that morning, in bank, is \$50,476.75; he, witness, don't know whether it is right; his expert accountant did not tell witness it was right; If witness had examined it at that time, he, witness, would have taken it as right. He has perhaps settled with the Standfield estate on those figures. He thinks there is no alteration

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there. The private ledger is in the defendant's hand writing; on February 1st, 1892 cash is the same amount \$50,478.75; private ledger and cash book C. agree; there is no change or alteration there. He does not complain of the omission of the figure 1 before the pencil figures in cash book O. All that he, witness, complains of is that he has lost his money. He would be surprised to hear that Mr. Montgomery had it. He don't believe it because he knows better. Cash book C. is supposed to show the true condition of the business, and the private ledger is supposed to show the true condition of the business. He supposes the figures are correct. The books were open and accessible to witness, without hindrance or interruption. It was his own money that he ran the hotel with. None of it belonged to the Stanfield estate.. There was no stated amount of capital to start in with; whatever was necessary witness furnished. Witness could engage in any other business. Under the agreement with Stanfield before his, Stanfield's, death, it was understood that H.L. Hoyt & Co. should continue. The arrangement was that the

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the capital and everything of H.L.Hoyt, as it stood, up to May '90 should continue right along, and H.L. Hoyt alone after that. They had about \$40,000 in bank at the time and after Stanfield's death the executors and trustees insisted that money belonged to H.L.Hoyt & Co. should be eliminated from H.L. Hoyt, and they compromised by taking the money from the 1st, of May, the deposits, which H.L.Hoyt, and turning that back into the estate, and then witness had to add to that whatever capital was necessary and he went on from that day with his own capital. He could use the money as he chose and at the end of each fiscal year, witness paid to Stanfields whatever was due to them, accounting to the books. The Stanfields gave the hotel and witness gave the capital. Witness has not been in any litigations with the Stanfield estate. In difficulties, only consequent upon the settlement of those matters of that kind and they were settled by arbitration. Witness put the widow, Stanfield, out of the hotel, because she claimed proprietorship and would not pay her bills. Witness is not sure whether the

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firm of Price, Waterhouse & Co. expert accountants, examined the books of the Victoria Hotel for the purpose of making an account to the Surrogate's Court of the interest of the Stanfield Estate in the Victoria Hotel. The last time the accounts were examined was in May, 1890. Witness presumes the matters were presented to the Surrogate's Court..

On re-direct examination, witness testified, that he did not make a complaint against the defendant because he was waiting until his experts could find some specific item that he could make a charge on, and the police anticipated him. That he found certain checks which had been drawn by defendant and not delivered hid behind a stack of books in the safe.. They were in the handwriting of the defendant. The list of checks read, witness understands were not paid and were not delivered. They were in the handwriting of defendant and signed by witness; they were found by witness after defendant's departure, in the safe, attached to bills. Witness made a thorough search for all vouchers of any kind and description and the only vouchers found were in the

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cash drawer, in the drawer which was exhibited yesterday, which was opened under witness' instructions on the morning of August 7th. Witness looked in all drawers and in the compartments of the safe, and found no other vouchers. The vouchers were delivered to Mr. Veysey by witness' instructions.. The balance on the 1st, day of February, 1892 was \$57,878.60; witness was mistaken when he said another amount before. Those are the figures of the defendant.. The statement of the amount on hand and the balances of amounts brought forward from the 1st, of February, clear through the books are in the handwriting of the defendant, to the end of the book, the 6th, of August. The amounts brought forward and the balances are shown wherever the pencil figures appear, down to the 25th, of May, 1893, The figures of the defendant.. The back office was accessible to friends of witness and accessible to guests of the hotel.; it was customary. Any guest, including Montgomery, who wanted to see witness would come in there. There was nothing significant about Mr. Montgomery going in behind the desk.

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The checks pointed out to witness as having been signed were never paid, and witness' account in the bank didn't suffer because they were not paid. He was not consequently cheated out of those specific sums.

EDWIN BABCOCK, recalled for further cross-examination, testified that he remembered his visit to Saratoga; he don't know whether he saw Mr. Montgomery when he returned the next day or not; he did not go to Mr. Montgomery's room in the hotel. He did not see Miller after he returned; he saw him after that, but not the day he returned; he couldn't tell how soon after. It was within a year; it might have been within a week. It is his best judgment that it was within a week. He presumes that he did tell Miller he, witness, saw the defendant. He did not tell him of the conversation; he had no particular conversation; he might have told him of the conversation he had with the defendant; he did not give Miller back any papers when he saw him. He did not have any papers in his possession relating to the hotel

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when he saw the defendant; he is sure he had no vouchers in his pocket. He has seen Mr. Montgomery but once since he has left the hotel. He saw him at Saratoga; he did not see him at Long Branch. He took some money down to him at Long Branch, but not since he left the hotel; that was during the time he was at the hotel. The defendant gave him the money to take down to Long Branch. He did not get a voucher from him, Montgomery; he thinks it was two or three hundred dollars; he found the signed checks that were not used in the safe; the safe is the regular place to keep the check book; he found these checks pinned to the unpaid bills, behind some books. He has seen Mr. Hoyt about that safe frequently. It was over a year back, in 1893, that he took the money down to Mr. Montgomery at Long Branch, during the races at Monmouth Park. The defendant came to witness and told him to take it down to Mr. Montgomery. He saw the checks behind the books, crowded behind the books; they were in a compartment where books are

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usually kept. When he was looking for things connected with the finding of vouchers and so on, his suspicion was not aroused against the defendant.

PETER C. DUNN, being duly sworn, and examined, testified, that he was by occupation a carpenter and is employed at the Victoria Hotel and on the morning of August 7th, 1893, he opened the cash drawer in the office of the hotel. Mr. Babcock and Mr. Kane, the chief engineer, were there at the time. He forced the drawer open with his tools, a chisel and hammer, the drawn shown is the drawer.

On cross-examination witness testified, that he didn't pay any attention to what was in the drawer; he simply opened it and left. He didn't take any notice of anything in the drawer. He opened two drawers; he couldn't say whether there were any papers in the drawer; he simply left the drawer to be drawn open. He left after he opened the drawer and went to his shop; he didn't put on a new lock at that time; he put on a new lock in the afternoon. When he put the new lock on, the drawer was empty; b

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he put a new lock on one drawer; he don't know what was done with the other drawer; it might have been between three and four o'clock when he put the lock on. He forced the drawer in the forenoon, between ten and eleven o'clock. He found the drawer empty when he put the lock on.

JAMES J. KANE, being duly sworn, and examined, testified, that he is an engineer by occupation and is employed at the Victoria Hotel, and was employed there in the month of August, 1893. He remembers the opening of this drawer on the morning of August 7th. He remembers being directed by Mr. Hoyt to have it opened. He was present when it was opened. He saw the carpenter open the drawer. It was done by a chisel and screw driver to pry open the top. He was there when the lock was put on in the afternoon.

On cross-examination witness testified, that he saw the other drawer opened; he don't know what was in the other drawer. The drawer was only pulled out three or four inches to take the lock off. After the drawer was opened he and the carpenter went

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away; the officers remained there. Mr. Babcock and Mr. Roberts. He didn't see Mr. Hoyt there. While witness was opening the drawer Mr. Hoyt wasn't there; he, Hoyt, was in front. Mr. Hoyt was there when he told witness to open the drawer; he was about the hotel. He, Hoyt, was not standing by the witness when he opened the drawer; he was in the front office; it might have been ten feet away; at the desk; he was doing something else at the desk.

MORTIMER O. ROBERTS, being duly sworn, and examined, testified that he is Cashier of the Victoria Hotel; that he was cashier in Mr. Babcock's place during the month of August, 1893. He remembers relieving Mr. Breen and Mr. Babcock for dinner, during the days from the evening defendant went away until Monday morning. From Friday the 4th, until the morning of Monday, the 7th. The cash drawer was opened that morning; with that exception it was not disturbed to witness' knowledge.

On cross-examination witness testified that

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he was not there continuously during that time. He is cashier there now. He relieved Babcock and Breen part of the day; he did not stand guard at that drawer; he was not there to do that. He don't remember whether anybody else came into that office. He didn't see Montgomery come in there. He, Montgomery, could not have come in there very well without witness seeing him. While witness was there he could not.. He don't recollect whether he had occasion to go out; he was not out at this particular time. He didn't see Mr. Montgomery about the place; Mr. Babcock was there. He was at the Sturtevant House before coming to the Victoria Hotel, in different capacities; he was not discharged; he came to the Victoria Hotel in May, 1893. He left the Sturtevant.

WILLIAM P. SHERIDAN, being duly sworn, and examined, testified that he is an officer detailed in the detective bureau of the Police Headquarters. He was assigned on this case in August, by Sergeant Bird. He went down to the District Attorney Nicoll, the following morning. It was Thursday afternoon he got the case,

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on the 10th, of August. and he went on Friday in company with Mr. Vallely to see the District Attorney. Then he went to see Mr. Hoyt at the Victoria Hotel; he had a conversation with Mr. Hoyt; as a result of the conversation he went to the defendant's rooms, in company with the engineer, Mr. Kane; this was Friday, the 11th. The same day he saw the District Attorney. He went to a bureau in that room and took some letters, and a statement and a check. He saw some figures, a bill, and he took them and a check, then he came downstairs and saw Mr. Hoyt and showed he, Hoyt, the papers and conversed with him. Then he went up to 133 West 56th, Street and met Mr. Vallely and remained there for probably an hour. He didn't see anybody there. Mr. Vallely went into the house 133 West 56th, Street; witness stayed outside and when Vallely came out they went to 34 East 32nd, Street, and saw a colored woman there and had a conversation and as a result of the conversation they went to the Ashland House and saw the proprietor and a clerk behind the desk, and had a conversation with them, and then they went home. The next time

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witness saw Mr. Hoyt was the following Monday, August 14th, at the hotel, in the evening about seven o'clock and conversed with him. Vallely was not with witness then. On the following Thursday or Friday, witness went to Patchogue and stayed there two days. He had a conversation with the proprietor of a hotel at Patchogue, a man by the name of Sanford Weeks; on Friday night witness came back and went to the Normandie and Bartholdi Hotels and had conversations with the clerks, that was the 19th, He kept on this case until the 22nd, when he went to Saratoga; he saw a young lady at the house 1017 Filer Street and left on the midnight train and came back to New York. He then went to the office, and he saw Mrs. Stanfield at 21 East 34th, Street and then went to the Bartholdi Hotel and remained there until about 12 o'clock, noon. A woman left the hotel and witness followed her with Mr. Evanhoe and Mr. Vallely; the woman went to Taylor's Hotel in Jersey City; they remained there probably half an hour, outside. Then they went inside and had a conversation and as a result of the conversation, the

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proprietor showed witness and Mr. Vallely up stairs showed them a room, and they walked in; the door was not locked, and when they got in they saw the defendant, and the lady whom they followed. Witness knew the defendant; he had met him before. Defendant knew witness' occupation. Witness said, "Billy, this is pretty hard luck", and then handed defendant the warrant, which defendant took and read and handed it back to witness. Then defendant said, "Who makes this complaint?" Witness said, "Mrs. Stanfield". Defendant said "How much does she charge me with taking?" Witness said, "\$28,750". The woman remained in the room all the time. Then the defendant said, "Jesus Christ, I never got any such amount of money as that; what could I have done with it; how could I have spent it" Then Vallely asked him, "How much did you get?" and defendant said, "I don't know" Defendant said, "If they let me go over those books, I can fix this matter up and straighten it out in no time; I don't know anything about it". Vallely said, "Well, they have had experts at your books, Billy, and that is what they say; that is what

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they charge you with". Defendant said, "Experts can not examine my books" He said, there was a man named Sprague "Who was book-keeper before me and he had a system that nobody could understand, and I very foolishly followed it out".. Defendant said he expected Mr. Montgomery over there at three o'clock. He had had a note from Mr. Montgomery and he, defendant, wanted us to wait. He said, "Will you wait until he comes" Witness told defendant they would not wait for him. The woman did not say a word. Defendant said Mr. Hoyt knew where he, defendant, was, where he had been. Witness asked defendant how he knew it, and defendant said, "When I was in Saratoga, I met a porter, a man who used to be a porter in the Victoria Hotel, and that man saw me and went down to New York to the Victoria Hotel, saw Mr. Hoyt, and Mr. Hoyt sent Mr. Babcock up to see". That was all that was said in that room. Defendant then packed his grip or satchel and the lady who was in the room we told we didn't want her if she wanted to leave she could go. Defendant went with Vallery and witness to the hotel desk and paid

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his bill. Defendant had a hundred dollar bill and some small bills, probably ten dollars. Mr. Vallely asked defendant where he got the hundred bill from, and defendant said he got it the previous night from a lady named Miss Dilks in Newark; he said she sold his wagon and harness for a hundred dollars and that was the money she got for it. Then we took him to Police Headquarters in Jersey City, Mr. Vallely searched him there and defendant was locked up. He saw what was taken from defendant; this hundred dollar bill and lots of letters and telegrams. Mr. Vallely told the Chief of Police in defendant's presence not to give those papers or any of this defendant's property to anybody, because it was needed in evidence. They were given to Mr. Murphy the chief of detectives then; he, Murphy, is Chief of Police now. We left the defendant there and came to New York City to Police Headquarters. The next witness saw of defendant was on the 20th, of September, the day he was brought over, about a year ago; he, saw defendant in the Hudson County Jail.

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Mr. Vallely was there; he was turned over to us on extradition papers. He was extradited and we went over and got him and brought him.

On cross-examination witness testified, that it is a fact that he was extradited. Witness read the warrant. When we got to Police Headquarters in Jersey City he said he would be willing to come over, but Vallely said he could not bring him over without requisition papers. He expressed his willingness to come back without that; he said that. In the warrant defendant was informed of the charge against him. After defendant had read the nature of the warrant he said "How much an I accused of taking". Witness thinks defendant said "Taking"; that is his best impression. Witness took defendant to headquarters from the Jersey City jail. He don't think he had a conversation with defendant about the case; just a general conversation. Witness had to go before Governor Werts before he could bring defendant over. Or any prisoner. Mr. Pershall appeared there, defendant's attorney, and opposed

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the granting of the requisition. He, Pershall, claimed that this proceeding was to be used for a civil prosecution over here. There was some opposition before Governor Werts, and Governor Werts granted the requisition, directed that the prisoner be turned over to the New York Authorities and consequently the defendant came. There was no other opposition that witness knows of. Mr. Vallely told defendant he could not take him without the necessary paper.

JAMES F. VALLELY, being duly sworn, and examined, testified that as to the part of the testimony of Mr. Sheridan it is all right, and witness' memory is the same as his, Sheridan's. Witness was in Jersey City on three occasions; he went over the following morning to make an affidavit against defendant to hold him for requisition. Sheridan was not with witness then. The law of New Jersey is that you can't take a man out, even if he is satisfied to go, without a requisition. Witness was present in the room when defendant was arrested. The conversation as given by

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Mr. Sheridan as taking place with the defendant when he, defendant, was arrested is correct. Witness walked with the defendant from the hotel to Headquarters alone. Sheridan and Evanhoe were behind and witness had another conversation with defendant which Mr. Sheridan did not hear. Witness said to defendant, "You were up in Saratoga, on Filer Street" defendant said, "Who gave that away; did Hoyt tell you?" Witness said, "No, but Hoyt knew it" defendant said, "Why certainly, he knew it". Witness said, "No, he wouldn't tell us anything like that, he disclaimed all knowledge of knowing where you were right along". Defendant said, "If it was Mr. Hoyt that told you so-- Witness said, "No, it wasn't Mr. Hoyt that told us at all". Defendant said, "Well, if they do me any harm in this case, I will take two of other men with me who were the instigation of all this trouble. I was a damned fool to go away from them anyhow". That is all that was said outside of what Sheridan has testified to. Witness corroborates the details of the conversation that Sheridan gave.

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On cross-examination the witness testified, that defendant wanted to come back with witness the afternoon of the day defendant was arrested, but witness told defendant he, witness, could not take him back without requisition papers. Even if he wanted to come he, witness, could not bring the defendant without requisition papers.

WALTER H. JONES, being duly sworn, and examined, testified that he is employed by Veysey & Veysey, professional accountants, and was so employed by them in the months of September and November, 1893. That he was instructed by Mr. Veysey to make an examination of the books of the Victoria Hotel and performed that duty under that instruction. He recognizes two cash books as books he has examined, Cash-books O. and M. He finds recorded in them the cash in the safe. That he made the additions in those two books and carried the balances forward. Cash book O. does not show the balance of cash in the safe on August 4th, 1893. Witness and Mr. Wicks found by the additions made by them that the balance was \$40,907.13

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Witness took the list of bills, People's Exhibit U. and traced the checks into Cash book O. They were entered by the defendant in the account of cash book O/ as having been paid by him, defendant, prior to August 4th. and they amount to \$14,822.10. He, witness made the additions on the left side of the page in Cash-book O. of February 1st, 1892, and made the footing on page 149 of the disbursements of January 29th. The footings on the debit side of the cash book on January 31st, amount to \$37,593.36 That shows the footing on the debit side at the end, the 31st, of January, 1892; those are the correct footings. The footings on the other side; the credit side of the cash book for that date are \$19,820.97 the difference between the two \$17,772.39, and the amount actually carried forward is \$7,772.39. That deficiency of \$10,000 from that time on in the succeeding balances remains through the entire book after the 1st, of February, 1892. It is not supplied in any way by an addition of any kind or any item showing an error. That \$10,000 remains deficient to the closing of the cash-book. Witness checked

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off the deposits on the cash book with the check book; we verified it from the time that the bank balance agreed, from the time that the bank balance and the check book agreed and the pass book. Witness compared each deposit with the deposits in the bank and verified the deposit as entered upon the check book and entered upon the cash-book, and any differences were noted.

On cross-examination the witness testified, that he is 27 years of age, and has been employed by Mr. Veysey since February '93; he has been engaged in business as an accountant since February '93. He has never been in the business before; he has been a book-keeper; an ordinary book-keeper. He has never served as an accounting in any judicial proceeding; this is his first experience in the trial of an action involving the examination of accounts, as an expert. He is a fair mathematician. He followed Mr. Veysey's instructions from day to day. In no instance so far as this examination is concerned did he ever do other than follow Mr. Veysey's instructions. Witness was told to add

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up certain columns of figures, and to make certain subtractions and to strike certain balances. He was pointed out certain conditions on the book. He was told to foot the cash books, and he, witness, footed the cash books and anything that required the attention of Mr. Veysey, witness brought it to his notice, and he, Veysey, made a note of that. He, Veysey, told witness that there was an apparent deficiency on the face of the books. He told witness there was a difference between Cash-book O. and the Cash book C. He told witness it amounted to \$10,000, and he told witness to aid him in finding that difference. He knew before he did any work in connection with the figuring up of the books, that Mr. Veysey wanted to find a difference of \$10,000, and acting under his instruction as his employee, witness proceeded in that direction. He simply followed his instructions to find whether Cash book C. was footed correctly. Witness' mind was not charged with the intention, under the instruction of his employer, to find that deficiency in any certain place. He was told that there was a

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deficiency and he told me to take the cash book and see if I could find that deficiency, and he told witness the amount. He knew there was a deficiency, because he believed Mr. Veysey, and witness was told to verify that. He told witness that the deficiency came in in making his, Veysey's, analysis of the cash books and check books. He didn't tell witness where it could be found; he didn't know himself at first. He did not point out \$7,772.39 to witness in Cash book O. He first saw those figures on August 17th; they were not pointed out to him; he, witness, found them. Witness found that instead of its being \$17,772.39, it was but \$7,772.39. He, witness, told Mr. Veysey about it, and he, Veysey, told witness that that verified what he found. Throughout the examination of the books he was guided and under the instruction of his employer and with the knowledge that he, witness, was to find that \$10,000 deficiency. Witness does not pretend to be an expert book-keeper; he is simply employed by an expert. He, witness, does not set up his opinion as an

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expert opinion regarding the correctness or incorrectness of those books. He, witness, is dependent entirely upon Mr. Veysey to guide, aid and instruct him.

WILLIAM H. VEYSEY, being recalled for further examination, testified that he was a professional accountant, and had been engaged as a professional accountant for about 28 years, and during that time he had been called upon to examine books of accounts for a variety of causes, including defalcations. Prior to his commencement as an accountant, he was a bookkeeper for about 19 years, and he has been called upon to testify in court in many cases. In reference to the results of his examination of books. After the books were brought to the notice of witness, he began by examining the cash book C. to acquaint himself with the manner in which that cash book was kept; he then found that that was a general cash book, embodying the receipts of the hotel, from outside sources, including the receipts of the safe cash books N. and O., as received into the

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Hotel, but embodying also the payments made by the hotel from the safe, as embodied in the safe cash books H. and O. together with other payments, not so included in those two safe cash books, and all payments from bank.. At the beginning of the book, with the balances purported to be on hand, as cash belonging to the hotel, from all sources, as found were properly specified; but, after a while, they were specified as cash in safe, apart from cash in bank, and then, after a while, that ceased, and then they specified as cash in safe and cash in bank. After a while the specification ceased altogether, and there were no specifications showing, at any time, the component parts of the cash in the hands of the cashier, either in bank or in any other place. It was simply lumped, as a whole, cash on hand. In Cash Book C. on May 10th, 1890 a previous balance has been brought as on hand of \$103,000., then comes the specified items of receipts as classified, from May 1st, to 10th, inclusive, 1890. These are offset by the payments in bank, which proceed, in all cases from a subsequent page. Then these payments of

0420

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\$74,016.70, those are the receipts and payments, and the balance is then made up, as \$93,753.98, on hand, specifying that, at that time there was in bank \$75,213.61, in safe, \$3,290.37, with the cashier \$200. with the bar, \$50, and, in gas stock \$10,000. This is a sample of how this book was balanced, week by week, and month by month. This continues with the specifications. Some of these other funds were disposed of, but it continued, with these specifications there, to a certain time. That continued through the months of June, July, August and September, 1890, and, in October, on the 4th, is the last specification-I think, of the whole, in which it noted cash in safe. They were then coupled as bank and safe, cashier and bar; and the same proceeds from October 4th, 1890 to December 6th, 1890, and it is then designated as cash balance, without specification. All lumped together; either as balance, or cash balance, or cash, and throughout, from that time on, there is no specification, as to the component parts of the funds of the hotel.. In all

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cases when the balance is brought down as cash on hand, and the component parts of that balance are specified, there is presumptive evidence that that cash is on hand. When there is no balance specified, the book-keeper must, as matter of course, be bound by his own record, that the balance was specified by him, without particulars, and that that is the balance for which he is accountable. In these cases, it be no means shows that the balance that he has recorded as being on hand, and for which he is accountable, is on hand. That applies, invariably, to all classes of cash books. On June 30th, 1893, on Page 147 of cash book C. is the last balance recorded by the defendant of funds on hand, \$39,220.60. The defendant, by the handwriting, wrote up this cash book very largely, if not entirely from July 1st, to the 22nd. It was written by some other parties since that time. The account is continued in the private books of Veysey & Veysey, not writing it up, but continuing, as desired, from Cash book O. the safe cash book, and from the matters in bank. The safe cash book was written up by the defendant

0422

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up to July 27th. It was also written up with some few corrections by us, where these matters were not extended by him. For instance, including a deposit on July 28th, of \$740.70. There were other payments which were not extended by him, as making \$836.08. He was entitled to credit for those payments, and we extended them as payments, and then made the footings. This is continued here, in part, until the end of August 3rd, and collated the same in there, charging bank bills \$600. and we derived that from the check No. 11,437 on August 2nd, \$500. That was derived from the check 11,491. We extended these footings \$54.55 on defendant's figures. On the 3rd, we entered, in bank bills, followed up \$800 that he had not followed up, being the check No. 11,492 for \$300. and 11,493 for \$500. He was entitled at that place, to be charged as funds derived from the bank and put into the safe. All cash books are the books of the cashier, and, on the left hand side of the page the cashier charges himself with his receipts. On the right hand side of the page, he credits himself with the disbursements; and, when the balance

0423

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is brought down, he brings to the credit of the right hand side, the balance then in hand, as a transfer, and begins with the first balance for which he is accountable. The same process proceeds at every time that the cash book is balanced. Witness first got track of the figures of which there was no record there, in the check book. In this case a check was drawn to the order of bank bills \$600. That was defendant's usual manner of drawing money from the bank for the use of the safe. Then he wrote up cash book C. in their books, to ascertain what funds should be on hand as of August 4th, and found it called for \$42,575.36. It also called for funds on hand of \$14,822.10, the amount of certain checks that were drawn by defendant from bank and were appended to the various bills, for the purpose of paying them, which checks were entered in cash book C. as if they had been paid. Those checks were not paid. They amounted to \$14,822.10. Witness added to that the check received from Camerden & Forster of \$1,125. That check was deposited, but not entered on the check book as being

0424

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received.. He added to that a few small errors found in the petty cash book, of \$73.02, and a deposit, made by defendant, on July 19th, of \$2,000. That deposit was entered in the bank pass book under the date of July 19th, but was not recorded. The total amount then called for by cash book C. was \$60,595.46 of which defendant had on hand, in Second National Bank \$352.43; in the State Trust Company, \$107.49, with the cashier and bar \$250. making \$709.92 He had on hand, in currency, \$11.86, to which we added \$75. as with cashier and bar, having ascertained that the amount was changed, at sometime not known to us, from \$250. to \$325. We found in vouchers \$18,763.68. Vouchers that were in defendant's drawer. Part of his safe cash. The outside funds, as I might term them was \$709.92, and the amount found in the drawer, or in the safe, which is equivalent, was \$18,850.54, making in all, funds on hand \$19,560.46 showing a deficiency of \$41,035.02, less the amount that defendant paid in \$2,000., showing a net deficiency of \$39,035.02 as of August 4th.

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He, witness, collated those figures and found that, while cash book C., the main cash book, called for the total funds on hand of \$60,595.48, the balance in these banks was \$709.92. Then he added to that the amount called for by cash book O., which is the safe cash book, that defendant should have had on hand, by the balance pertaining to that book, \$40,907.13, the Camerden & Forster check, \$1/125, and the errors in the cash book \$73.02, making a total of \$42,815.07 as on hand, by the record of cash book O, the safe cash book, assuming that that money had been on hand. He then found that the deficiency of August 4th, assuming that there had been funds on hand in the safe for the \$42,105.15, as called for, then found that there was deficiency at that time, of \$17,750.41. He then found as regards the balance called for by the safe cash book O, \$42,105.15 subtracting from that what was found actually on hand of \$18,850.54, there was an additional deficiency of \$23,254.61, making a total deficiency of \$41,035.02, less the \$2,000 that the defendant deposited, and producing the net deficiency of

0426

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\$39,035.02. Witness has said that he has taken the amount called for by cash book O. as if that were on hand, and that the result then showed a deficiency of \$17,730.41, and that deficiency was covered by a series of specific falsifications on defendant's books. Witness finds, in the safe cash book N page 239, after the balance on the morning of July 9th, 1890, was recorded of \$9,165.89, together with the receipts on that day was entered, that the footing of the debtor side amounted to \$9,979.86. Witness found that the payments, with the deposit, together with the balance on hand, as it originally stood, amounted to the same footing. He found then that, on July 9th, 1890, on page 239, of safe cash book N. that there was an interlineation of "Envelopes in safe, \$2,300." The balance from the original figures was erased, making \$2,300 less, and was brought down? The erasure corresponded with a similar erasure of the balance on hand, beginning on July 10th. The addition of the footings, debit and credit, of the cash-book, on that day July 9th, is right. That alteration; before the interlineation of

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a credit of \$2,300, the balance showed other figures. That is apparent from the fact that the \$50,984.86---that, of the figures, that the "50" of the "50,000" is written over an erasure..That the footings of the cash receipts and payments were not altered. The interlineation taking place, had those figures that had been previously footed up, had they remained, they would have been in error to the extent of \$2,300, so credited by the defendant in the cash book on that day, as a disposition of cash, for which he was accountable. Defendant didn't add up the column; the proof is on the book. The falsification was the interlineation of \$2,300, and the discrepancy thereby made between the cash in the safe and as called for by cash book C. was \$2,300. The amount credited by the defendant as safe cash, a quasi payment of \$2,300, was not credited by him in cash book C. hence, as between cash book C. and cash book N., that whilst the balance specified in both places, that is to say the balance brought down in cash book N., the safe cash book, and the balance as recorded as being in the safe, in the

0428

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general cash book, that, whilst they tallied, from May 10th, to July 5th, 1890 there was no balance made, on the general cash book, until July 12th. This interlineation was made on July 9th, 1890. On July 12th, the general cash book called for a balance of \$8,321.76. On July 12th, the balance brought down in the safe cash book N. page 241 showed a balance of \$6,021.76, making in that record from July 12th, to October 4th, a discrepancy, as between the safe cash book and the general cash book, as to the cash on hand, in safe, from the time that those balances were brought down, from July 12th, to October 4th, of \$2,300, being the amount of that interlineation. Had that been a payment of \$2,300 by the defendant to any party that payment should have appeared in the general cash book. From that time forward, by analysis, we found that that \$2,300 remained a component part of the discrepancy, as between the two cash books, from July 9th, 1890 and August 4th, 1893. After that date, August 4th, there was no further specification.. Witness means October 4th. There was no specification in

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the general cash book as to what the safe contained

I made the analysis on the bearing that the amount in safe, if specified in both books, should correspond. The amount in the general cash book, not specified, should correspond with what was in the safe, plus the funds from outside the safe. He then found that, on August 4th, 1893, that there was a discrepancy between the two books of \$12,655.75. He tracked back the conditions of the two books, subject to the cash--outside funds--which the general cash book contained and the safe cash book did not contain, until April 12, 1893, and he then found, on that date, there was a discrepancy between the two books of \$12,600. He tracked back to September, and found a difference in the cash book of \$300. and, prior, to that date, the discrepancy was \$12,300. He tracked that back, month by month, between the two cash books, until January 1st, 1892. He then found on January 1, 1892 the discrepancy instead of amounting to \$12,300, only amounted to \$2,300. He then gave Mr. Jones directions to see whether there was a difference in cash

0430

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in cash book O., between those cash books, on January 1st of \$2,300 and on February 1st, '92 of \$12,300, and to see whether there was such a difference; and, if he found such a difference, to let witness know. He, Jones, footed, and brought down the footings for that month, and the balance of that month in cash book O, and then found that, including the balance in cash book O., on page 146, as being on hand on the morning of July 24, 1892, including that balance, the debit footings of January 31st, 1892, in cash book O/ page 148, were \$37,593.36; the credit footings on January 31, 1892 were \$19,820.97. That left an accountability to be brought forward of \$17,772.39. Witness found that on February 1st, 1892, instead of \$17,772.39, only \$7,772.39 was brought forward. He made an analysis on that date, as between the two cash books, and found that, on page 83, of cash book C. that the balance recorded as being on hand on the morning of February 1st, 1892 was \$50,478.25. He found that the funds to represent the balance so called for consisted of cash, in the State Trust Company, of

0431

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\$35,718.10, cash with the cashier and bar, \$250. Cash in safe, \$7,772.39, and, deducting from that the overdrafts in the bank account from the check-books, there was left, as funds that he was possessed of, \$38,178.75. On February 1st, 1892, there was a discrepancy between the two cash books, the one calling for so much on hand and the other showing only so much on hand, of \$12,300, consisting of that discrepancy in bringing forward the balance of cash on hand, in cash book O. from January 31, 1892, which should have been shown on page 149, seventeen thousand and odd dollars; that there was a discrepancy of the \$10,000 that witness desired his clerk to look for. By virtue of this discrepancy, the same result occurs as to the matter of cash on hand, five days later, February 6th, 1892. The cash then called for only \$19,904.85 of all funds. It was represented by cash in State Trust Company, with cashier and bar and in safe, which would have been \$19,696.36, had not this falsification of \$10,000 been made. From the total of cash so represented, witness deducted the amount over-

0432

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drawn in the bank account, as by the check book, making, as the funds on hand, as against \$19,696.36 only \$7,604.85, and showing the same discrepancy on February 6th, of \$12,300. as was shown on February 1, 1892 of \$12,300. When the defendant first took hold of those books, assuming that he took hold of them at the time of his writing first, namely, April 24th, 1890, witness found that, on that date, the balance had been brought forward from April 23rd, by a different handwriting, presumably the previous book-keeper. There were a few credits, in money of that book-keeper, and the balance was then brought down by the defendant as then on hand "59,035.00" at the time when, from the record in writing, defendant, took charge of the cash book. At that time, he recorded, the component parts of the balance then recorded by him as on hand, it was proper step for the defendant to have taken, because it protected him from any possible deficiencies or errors on the part of the previous book-keeper. But never again, after that record, did witness find a record of the cash on hand or in the safe in either

0433

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cash book. Nor, until April 4, 1890, did witness find a specified record as to the amount of the total funds on hand by the general cash book.. Hence, in all witness' analysis, from the beginning to the end, witness had to analyze all the conditions that he found on each cash book that should be accounted for in the cash book and subject to these other funds in hand or funds in bank, and he include in bank general funds. Witness wishes to include under that head the funds in the Second National Bank, and the funds in the State Trust Company and the \$250. to avoid repeating, and his analysis showed that, as between the two books, that they would agree with the funds in bank, subject at times to over-drafts in bank by virtue of the checks entered. That the agreement between the two books continued so completed, provided witness excluded the falsifications made by the defendant, some as made on the cash book, and some excluded by defendant from the checks returned to the bank for which he gave the bank no credit. The Second National Bank returned their account, as made up to July 13, 1892, forming a

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balance, or giving a balance in bank of \$14,754.35 after charging back, under date of June 23, 1892, T.J. Montgomery's check for \$500. another check of Montgomery's of the same date \$500. and a third check of T.J. Montgomery's \$500. and, on the date of June 28, 1892, Lillian Smith's draft, not paid, \$50 with protest fees of \$1.35. The amount of the four checks was charged back by the bank, including the protest fees, amounting to \$1,551.35. Witness has been unable to trace at any time, at that date or subsequently, any corrections by defendant of the funds in bank, as called for by his check book, by the return of those checks. He found that, as to the three checks of Montgomery's, charged back by the bank, that one was entered in the check book on June 20, \$500. opposite check 10,341. The total amount of that deposit, on that day, was \$724.12, including that \$500. Witness finds in cash book 0. page 235, that the credit for the deposit is the same amount. He finds, under date of June 21, that the other two checks of Montgomery's for \$500. each formed part of the deposit June 21st, of \$1,536.57

also shown in the cash book as a deposit

0435

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also shown in the cash book as a deposit for that amount. In safe cash book O. page 235, these checks being deposited in the bank, including the other checks showed to the extent of those three checks, \$1,500 more in bank than would have been in bank, had not these checks been so deposited. When these four checks, including the three of Montgomery's for \$500. each, were charged back by the bank the amount in bank, by the check book, should have shown as \$1,551.35 less, by virtue of the return. It was not then in bank. Referring to that date, July 13th, witness finds that, by referring again to this bank balance, as shown by the bank, that there was a balance of \$14,754.35 in bank. He finds pinned in under check 10,414, a proof by the defendant, as between the check book and cash book, as to the agreement between the check book and cash book, as to what the bank stated, in the bank pass book, was then on hand; and he finds, as a component part of that statement, that there was deducted \$1,551.35 to make up that proof. But, although it was deducted there, as forming a part of that

proof

0436

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proof, that entry was never corrected. The defendant did not charge himself with the return of those checks, nor did he correct the bank account, in his check book, to the extent of those checks, therefore, from that time forward, that formed one of the falsifications. The balance as recorded here on the same day, July 13, was \$15,755.44. Down here, it is \$15.755/44 There was an error in that balance and it should have been \$16.755.44 and he records that balance on hand as \$16,755.44. Defendant's figures were right to the extent of bringing forward the thousand dollars, which was afterwards corrected. Defendant then records a difference of fifty cents. Where that comes from, witness don't know. Defendant then records, in addition to that, a check not in, npt presented, a check for \$116.92, under the figures 128. That check appears not to have been presented. It appears to have been charged, at that time, why witness don't know, but it agrees precisely with his figures "116.92" and is added by defendant to the amount shown. Because defendant had previously deducted it, and did the same thing

0437

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with check 10,398, noted by defendant as 398 only. With a check of June 30th, Knickerbocker Trust Co. \$533.33 that enhanced the amount in bank apparantly to that extent, and he deducted from that total of \$17,456.09, \$1,551.35, leaving \$15,904.74 from which he deducted also checks for \$1,150.39, which he had not then deducted from the apparent balance in bank, and, making that deduction, he corresponded precisely with the bank balance. The return was pinned to the check book, as it is there now. Defendant carried forward his balance, without deducting those checks that were returned, or without afterwards correcting his bank account, or his cash book, to the extent of those checks..Defendant let the deposits as previously made, stand to his credit. Witness finds on August 15, 1892, under that date, in safe cash book O. page 269, a credit for a deposit of \$365.70. That deposit was entered on the check book of the same date for the same amount, opposite check No. 8,359; the deposit was entered by the Second National Bank as \$715.70. It was

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recorded on the cash book and on the check book as \$865.70. In the record of the deposit, made in items on the check book, are the letters "T.J.M." forming part of that deposit. That was the original deposit slip that witness for from the bank. Witness finds an entry on November 21, 1892, showing a credit on the safe cash book O. page 329, of a deposit of \$2,961.29 That deposit is entered in detail on the check book, showing the same amount of deposit in the bank. Witness finds that under date of November 21st, that deposit is on hand, in the Second National Bank, as a deposit of \$2,261.29, instead of \$2,961.29, making a difference of \$700. as specified on the entry in the check book as bills. The bank pass book shows \$700. less than the deposit as entered in the cash book, as being placed in the bank.. The deposit slip begins under the head of "Bills", as nearly as witness can trace the writing, those bills were \$700. and the footing is altered from something that appears to witness to be \$2,961.29 to \$2,261.29. Witness finds on March 14th, 1893, in safe cash book O. page 395, a deposit

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of \$1567.34; that deposit is again recorded giving the items composing the same on the check book, making the same amount \$1567.34. In the bank pass book under the same date, March 14, 1893, the credit is there entered by the bank as \$1515.29. The amount or the difference is shown in a check marked Bishop, of \$52.05. The difference between the deposit recorded in the bank pass book and the deposit as recorded in the check book, and also recorded in the cash book as being cash disposed from the safe and placed in the bank. That \$52.05 so deposited was not corrected either on the cash book nor on the check book. The wrong was the omission of the correction which accounted for so much less money. When the deposit came to be made, that deposit was ; that \$52.05 was deducted by the bank from the deposit.. Witness states that in a subsequent deposit on March 31st, the first deposit being on March 14th, was a deposit of \$2951.35, including the like amount under the same name of Bishop of \$52.05 which deposit of \$2951.35 agreed at that subsequent time on the 31st, with the deposit in the bank pass

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book. It was not corrected. So that defendant received credit upon his cash book for \$52.05 more than he was entitled to by virtue of not correcting it. Witness finds on safe cash book O/page 401 under date of March 25, 1893, a credit of deposit of \$2373.74. On the check book the amount of \$2373.74 the same amount as deposited, is entered in detail. On the bank book it is credited as only \$1673.74 making a difference of \$700.. It was a credit to defendant of \$700. as disposed by him from the safe and not accounted for in the bank. On May 29th 1893, page 441 of the safe cash book O, there was credit given for a deposit of \$1992.38. The check book, the same amount, showing the component parts thereof, is found, and on the bank pass book the credit is for \$1192.38, instead of \$1992.38 a difference of \$800. The difference shows by specification in the entry "T.J.M." \$800." That entry was not corrected. The result of that was that the cashier credited himself with \$800. more than he was entitled to., and that he did not correct the error. In check book, under date of June 28th, 1893,

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opposite check 11,333, a balance is recorded, as if there were then \$7646.15 in bank: From that \$7646.15 a total of five checks amounting to \$2203.67, deducted from that \$7646.15, leaving a balance of \$5442.48. On the next page opposite that balance is brought forward as \$157442.48, making an apparent enlargement of the balance or an enhancement of the balance in the bank at that time of \$10,000. From the examination the witness has made, he is unable to discover any source from which any such sum of money was derived.. That balance then was carried forward on the next page as \$15,442.48, and from that was deducted on the next page checks amounting to \$4000. and leaving as if there were \$11,442.48 in the bank. That being brought forward there was added to it a deposit on June 29th, of \$1591.60 enhancing that amount to \$13034.08 as in bank. There was another deposit added on June 30th, of \$975.32, showing the apparent amount deposited in bank as \$14009.40. There was again another deposit made on July 3rd, of \$894.21, making the then apparent balance in bank, by the check book, as \$14,903.61

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Below that is an addition of figures made use of, instead of that \$14,903.61, the figures are put below that of \$18645.21, making a difference of \$3,741.60 a second enlargement. From the substituted figures \$18,645.21 are deducted the checks of that page amounting to \$10,583.32, leaving it as if there was then on hand in bank \$8,061.89. Witness can find no warrant for the amount put in there. It was a substitution of figures, making a fictitious enlargement, without anything whatever to warrant it. The 10,000 in checks were not paid; they formed part of the checks that were made out, credited by defendant in cash book C. they formed some of the \$14,000. worth of checks that were made out and credited by defendant in cash book C. as payments the checks were affixed to certain bills due to dealers which were not paid or delivered. From July 3rd, witness finds a balance brought forward, after the deduction of this \$10,583.32 of checks issued or written in as if issued, of \$8,061.89 as in bank; added to that was a deposit of July 3rd, of \$1369.47, enhancing that balance to \$9431.36. Then

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on the 5th, there was another deposit showing as if there was \$13,379.06 in bank. On the same page were checks for \$7,440.40, which deducted from that apparent balance in bank of \$13,379.06 left the apparent balance \$5938.66, but that apparent balance was not carried through to the next page as \$5938.56, it was carried through as \$7219.78, making a further fictitious enlargement of \$1281.12, making the total of fictitious enlargements \$15,022.72, on the check book. Witness could find no reason for those figures being put there.. Witness finds on July 25th, in safe cash book O/ page 475, a deposit of \$1294.28, and that same deposit is entered on July 25th, in the check book as \$1294.28. The deposit on the bank pass book shows \$594.28. The deposit slips shows that the \$700. entered on the deposit slip was deducted by the bank, and that that check for \$700. was left for collection.. From witness' examination of the book the check was afterwards collected and given credit to. In pass book of the bank, under date of July 11th, 1893, two checks one of F. Butterworth \$225. protest fees \$2.56

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making altogether \$227.56; one of Madlox with protest fees \$36.52, charged back by the bank as being returned, for which no entry was made on the cash book or check book, to give credit to the bank for those checks returned. On August 2nd, 1893 by the bank pass book is a charge of a check of J.G. Miller attorney \$150. with protest fees \$2.13, apparently the protest is on \$700. and that witness does not understand, but the \$152.13 are charged by the bank and witness finds no entry on the books of the hotel... The total amount of those discrepancies, between the two cash books is \$17,780.41. As between Cash books C. and cash books N. and O., wherein those are not properly recorded. The \$10,000 as wanting in the balance carried forward February 1st, is a part. The amount of the discrepancies as testified to by witness presented by the check book is \$15,022.72 The total amount \$32,803.13. Witness examined the account of the State Trust Company up to February 1st, 1892, and examined the books of the Victoria Hotel. The funds in the State Trust Company on the first of February, 1892 formed

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a part of the funds of the business of the hotel.. On cash book N. safe cash book, page 397, on January 6th, 1891, there was \$10,000 taken from the safe and deposited in the State Trust Company. On March 20th, 1891, Check No. 8314 of the Second National Bank was drawn to the order of the State Trust Company and deposited in the State Trust Company. for \$5000 On March 12th, 1891 in cash book N. page 471, witness finds that \$5000. was taken from the safe of the hotel, by the record and deposited in the State Trust Company; and on November 28th, 1891, there was a check of the Second National Bank, for \$15,000. deposited from the funds of the hotel in the Second National Bank, deposited in the State Trust Company On January 9th, 1892, cash book O. page 132, record a deposit in the State Trust Company of \$8,077.50 that makes the amount of the deposit in the State Trust Company, on the 1st of February, 1892. It is simply transferred from bank and safe into the State Trust Company, as another bank. The vouchers were given to witness by Mr. Babcock after defendant went away. Mr. Wicks, witness' clerk, made a

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list of the vouchers. Mr. Babcock brought them to the room where witness was working. The vouchers go to the credit of the defendant as equivalent of cash.

On cross-examination witness testified that he was employed by Mr. Hoyt to make an examination of the books to find the truth; that he had no predjudice against the defendant, or inclination in defendant's favor. That he made an accurate examination of the books of the Victoria Hotel; he does not know the amount of receipts coming into the defendant's hands while defendant was connected with the hotel. He did not figure up the total for the five years, he took balance to balance. He took the figures of the defendant as correct after they had been proved by witness and his assistants. He has made no arrangements for the giving of his services in giving his testimony, to receive any compensation from any source other than the District Attorney's office. Mr. Hoyt has made no arrangement with witness whatever. Mr. Hoyt paid him

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witness for his, witness', services. Witness received no compensation from the Stanfield estate. He was retained by Mr. Hoyt to find out how matters stood. He was not retained to protect Mr. Hoyt's interest as against the Stanfield estate. He did not examine as to the interests of the Stanfield estate except as to the profits divided and the moneys paid. Witness talked with Montgomery about that \$2000. Montgomery did not tell witness that he got that \$2000. and gave it to defendant to deposit. Witness understood that defendant had stated to Montgomery that he, defendant, was in the necessity to have two thousand dollars to meet a check that was coming due for the rent, and that Mr. Montgomery procured two thousand dollars from Mr. Hoyt, as far as witness recollects.. Witness gave defendant credit for every dollar defendant was entitled to on the books.. Witness assistants verified the footings and he, witness, relied on them as long as they made them correspond with the defendant's figures. Witness did not figure out the sume total on each page of the books that he examined

0448

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When witness found the figures correct with the defendant, he did not go over them himself.. It is not possible that witness could have been mistaken in his conclusions. He does not think the young men upon whom he relied could have been mistaken. He does not think it was possible for them to do so., if they had made a mistake the witness would have discovered it.. He did not take the result of the young men, the result of their work, but went over the books himself. There is not a single ~~figure~~ of figures in Cash book C. that is not correctly figured up to the knowledge of witness. The defendant charges himself with what he is accountable for in cash book C. and with what he ought to have on hand. Witness did not count the funds of the hotel on hand, personally or know what funds there were on hand. He knew that the defendant had dispossessed himself to the extent of the falsification. He did not make a search for the funds on hand.

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THOMAS J. MONTGOMERY, being duly sworn, and examined, testified that he was a broker and promoter; that he knew the defendant. That he was an intimate friend of Mr. Hoyt. That he lived at the Victoria Hotel when in this country, and kept his rooms there when abroad. He entertained a friendship for the defendant while at the hotel. That he deposited large sums of money at the hotel, and drew against it. At one time he had on deposit there \$204,000. and some odd hundred perhaps. At times he borrowed money from the hotel. Sometimes it was entered upon his account when he borrowed money from the hotel, and at other times he gave a voucher for it. His indebtedness to the Victoria Hotel has been paid entirely. He recalls that in the month of July, 1893, the defendant came to him, witness, and applied for a loan of \$2000. The defendant came to witness and said, through an error, or mistake which he had made in the sending out of certain checks, the check for the rent of \$6000. and some odd hundreds had been presented, and returned as not sufficient funds to meet it. Defendant said, that if the rent check, being protes

0450

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ten, should come to the knowledge of Mr. Hoyt, that he, defendant, would be discharged, and asked witness if he would loan him, defendant, on his own personal account, the amount of \$2000. for a short time, which he, defendant, would return to witness later. Witness did so. Witness obtained the money from Mr. Hoyt. The money was passed to the defendant through the hands of Mr. Miller. Mr. Hoyt made it payable to the order of Mr. Miller, at witness' request. Witness did not receive the check in his own hands. Mr. Miller informed witness that he paid the cash to the defendant. Witness remembers the night of August 4th, 1893. Witness saw the defendant that evening. Defendant informed witness that Mr. Hoyt had brought in expert accountants to examine his books. Defendant was much excited, and very indignant, stating that first one set of book-keepers and then another were brought in to examine his accounts. Witness said to defendant, "Well, what is the trouble? Why don't you go and assist in the examination of the accounts" Defendant said, "There is an apparent shortage against

0451

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me, and I don't wish to return at the present time". Witness advised the defendant to return, stating that he, witness, thought, no matter what the condition of affairs was, it was better to face it than to go away from it. The next day witness had a conversation with defendant, on the 5th. on 56th, Street in the evening about 6 or 7. No. 133 West 56th, Street. Defendant asked witness what was said at the hotel regarding his, defendant, not being there. Witness told defendant that the general rumor was that, the 5th, of August being, like the 5th, of every other month, the pay-day for the help, that he had drawn a check for the money due to pay the help, and had disappeared with it. That is, as I learned it from the different people who spoke to witness about defendant's disappearance, in the hotel. Defendant said, "You know, of course, that that is not true. I haven't drawn any check for any amount, and disappeared with it". Witness said to defendant, "Why don't you go back to your hotel and take your place at the books, no matter what condition the books are in, or what apparent shortage

0452

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they may show against you? I, witness, am prepared to use my influence with Mr. Hoyt to settle this matter in an amicable way, and I certainly will do my best for you, if you go back, whether you are wrong or not". "Well", defendant said, "I won't go back today, 'll wait". The next time the witness saw the defendant, to the best of his recollection was on the Tuesday night following. The defendant sent a letter to Mr. Miller to meet him, defendant at the Weehawken Ferry or the 42nd, Street ferry on this side, and also for witness to come if he could. Mr. Miller and witness went, and met the defendant and discussed the situation. The defendant said, "Now, that the papers have taken up this matter, it is too late for me to return". "What do they claim now at the hotel" Witness said, "I believe they claim a deficiency of thirty to forty thousand dollars". Defendant said, "That is nonsense, but in any case on account of my troubles with the Stanfield Estate, I am afraid that they may get a warrant for my arrest, and I propose to go to Canada. I will inform you where I am, and I hope you will

0453

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keep me posted regarding what goes on". That was to the best of witness' recollection the Tuesday following, August 8th. Witness left defendant in the railroad station at Weehawken, and returned to New York City. Witness next the defendant after he, defendant, was released from the Tombs, sometime in November, 1893. Witness said to defendant then, "I don't think you have treated me fairly in this matter. I have been your friend and have suffered very much by your remaining silent and allowing me to suffer without coming forward and stating the truth in this matter. My friends have said that it was very strange that you should allow matters to take the course they did without coming out publicly and making a statement that I had nothing whatever to do with any troubles connected with you at the hotel" Defendant said, he was in trouble himself, as witness knew at the time, and it did not occur to him that it would be of any benefit to me to have made a statement of that kind. Witness then asked defendant what he, defendant, proposed to do in regard to his matters, and defen-

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dant said, that his brother was coming from Texas to provide the necessary funds to conduct his defense and he was going on in that way. Witness saw defendant again in February or March, 1894, when defendant came to see witness at the Gilsey House. Defendant said, "Do you remember on a certain day of my giving you a sum of money in bills at the hotel?" Witness said, he did not remember. Defendant said, "Don't you remember coming down stairs in the morning and I had a number of \$100. bills, and you said, 'Let me have those, I want them', and I gave them to you". Witness said, "No, I do not remember." Witness thinks he has stated all the conversations he has had with the defendant in this matter. The vouchers shown witness were held against him on August 4th, 1893, and he thinks there was standing against him in the front office at that time in the neighborhood of \$19,000. which has been paid, and the vouchers have been paid. Witness is President of the Wolfe Electric Disinfecting Company.

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On cross-examination witness testified, that he regarded defendant in a friendly light and his relationship was somewhat intimate. That he was an intimate friend of the proprietor, and had the interests of Mr. Hoyt primarily at heart. So far as witness observation goes, defendant was a faithful man and attentive to his duties at the hotel, and in all witness' relations defendant was truthful and careful. He received large sums from the defendant, with the approval of Mr. Hoyt. Witness should say the largest amount of money he ever received from defendant, without consulting Mr. Hoyt, was \$2500. When witness wanted money he went to the front office and if it was a small amount, or up to the amount that he supposed would be in the bank of the front office, he would present his check for that amount, \$4000. or \$5000. and ask to have it cashed, and if they had the money they would cash it. When he wished to borrow money to put into the different enterprises in which he was interested, he usually went to Mr. Hoyt personally and ask him thus and so. If Mr. Hoyt was out of town, he went to

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defendant. He don't think defendant informed Mr. Hoyt when he, defendant, advanced witness money. All the money he ever got from the Victoria Hotel was amply secured, and he supposed he had it with the approval of Mr. Hoyt. The \$204,000 he had on deposit in the safe of that hotel was there during the time the defendant was there, and every dollar was in the hands of the defendant. It was not all in cash. At that time there was a check of Drexel, Morgan and Company for \$194,000. and \$10,000 in cash. The defendant handled that, and properly and honestly accounted to defendant for it. There was no litigation or dispute regarding that check. Witness heard from defendant after defendant left the city.. At the time defendant came to witness about the \$2000. Witness and Mr. Miller were engaged in enterprises in which defendant was interested. Mr. Miller is witness' counsel. and Mr. Hoyt's lawyer. Witness never saw any vouchers for Miller. The defendant contemplated running the hotel after Mr. Hoyt's lease expired and he wanted me to form a company to run the business, if he succeeded in

POOR QUALITY
ORIGINAL

0457

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in getting the lease. Witness never got money from the hotel without giving a voucher, and everything that was owing to the hotel by witness has been paid. He knew where the witness was, but did not tell Mr. Hoyt, as that would interfere with his arrangements for the defendant's return. He did not send telegrams to defendant for him, defendant to stay away. Witness has to pay the \$2000. Mr. Hoyt does not lose it. Witness had a conversation with Mr. Fessenden about the affairs of defendant, to see if possible if an arrangement could not be made by defendant's friends, including Mr. Fessenden and witness, to have Mr. Hoyt not prosecute the defendant, but allow defendant to come back to the hotel, and examine the accounts and show just what the shortage was, if any. Witness had been informed that Mr. Fessenden was prepared to advance the entire amount of defendant's indebtedness, if there was any. Witness communicated that to Mr. Fessenden in that interview. They agreed on one-half of the alleged deficit as the amount witness to pay. Fessen to pay one-half and witness to be responsible for the balance.

COURT OF GENERAL SESSIONS OF THE PEACE,
Of the City and County of New York.

THE PEOPLE OF THE STATE OF NEW YORK,)
--against-- :---
WILLIAM P. WENTWORTH.)

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK,

by this Indictment, a c c u s e WILLIAM P. WENTWORTH
of the Crime of FORGERY IN THE THIRD DEGREE, committed
as follows:

T H E said William P. Wentworth, late of
the City and County of New York aforesaid, on the twenty-
first day of November in the year of our Lord one thousand
eight hundred and ninety-two, at the City and County afore-
said, with intent to defraud, and to conceal, a certain
larceny and misappropriation of the moneys and property of
one Hazen L. Hoyt, by him the said William P. Wentworth
then lately before committed, did feloniously make a cer-
tain false entry in a certain book of accounts belonging
to and appertaining to the business of the said Hazen L.
Hoyt, and called a check book, by then and there entering
and writing in the said check book on the day and in the
year aforesaid, in a certain list written and set forth

(2)

in the said check book and purporting to be a list of certain deposits made by the said Hazen L. Hoyt, in a certain banking institution there called the Second National Bank, on the said last-mentioned day, the item and entry following, that is to say:

"Bills 700"

which said item and entry then and there purported to indicate, and did in substance and effect then and there signify and declare that on the said last-mentioned day there had been deposited in the said Second National Bank, to the credit of the said Hazen L. Hoyt, among other things, the sum of seven hundred dollars in bills;

WHEREAS, IN TRUTH AND IN FACT, on the said last-mentioned day there had not been deposited to the credit of the said Hazen L. Hoyt in the said bank the sum of Seven Hundred Dollars, or any other sum, in bills, as he the said William P. Wentworth then and there well knew; a g a i n s t 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 WILLIAM P. WENTWORTH

(3)

of the same Crime of FORGERY IN THE THIRD DEGREE, committed as follows:

T H E said William P. Wentworth, late of the City and County of New York aforesaid, on the Twenty-first day of November, in the year of our Lord, one thousand eight hundred and ninety-two, at the City and County aforesaid, with intent to defraud and to conceal a certain larceny and misappropriation of the moneys and property of a certain partnership, composed of one Hazen L. Hoyt and Florestine Stanfield, as Guardian of the Estate of Douglas M. Stanfield, a minor; by him the said William P. Wentworth then lately before committed, did feloniously make a certain false entry in a certain book of accounts belonging to and appertaining to the business of the said partnership and called a check book, by then and there entering and writing in the said check book, on the day and in the year aforesaid, in a certain list written and set forth in the said check book and purporting to be a list of certain deposits made by the said partnership, in a certain banking institution there, called the Second National Bank, on the said last-mentioned day, the item and entry following, that is to say:

"Bills 700"

which said item and entry then and there purported to indicate and did in substance and effect then and there signify and declare that on the said last-mentioned day

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(4)

there had been deposited in the said Second National Bank, to the credit of the said partnership, among other things, the sum of Seven Hundred Dollars in bills;

WHEREAS, IN TRUTH AND IN FACT, on the said last-mentioned day there had not been deposited to the credit of the said partnership, in the said bank, the sum of seven hundred dollars, or any other sum in bills, as he the said William P. Wentworth then and there well knew; a g a i n s t the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

DE LANCEY NICOLL,

District Attorney.

0463

Witnesses:

Hazen L. Hoyt
Edgar Haner

Counsel,

Filed

day of

1893

Pleads,

THE PEOPLE

vs.

B

WILLIAM P. WENTWORTH.

Forgery in the Third Degree.
(Section 515, Penal Code.)

DE LANCEY NICOLL,

District Attorney.

All motion papers and memoranda
attached to Indictment wherein
defendant was convicted,
A TRUE BILL.

April 20/97.

Indictment Dismissed

Foreman.

Howard
Pat 2 - Sept 26/94
Peremptory

COURT OF GENERAL SESSIONS OF THE PEACE,
Of the City and County of New York.

THE PEOPLE OF THE STATE OF NEW YORK)

--against--)

WILLIAM P. WENTWORTH.)

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK,
by this Indictment, A c c u s e WILLIAM P. WENTWORTH
of the Crime of FORGERY IN THE THIRD DEGREE, committed
as follows:

T H E said William P. Wentworth, late of the
City and County of New York, on the fourteenth day of
March, in the year of our Lord one thousand eight hundred
and ninety-three, at the City and County aforesaid with
intent to defraud, and to conceal a certain larceny and
misappropriation of the moneys and property of one HAZEN
L. HOYT, by him the said William P. Wentworth then lately
before committed, did feloniously make a certain false
entry in a certain book of accounts called a check book,
belonging to, and appertaining to the business of the said
Hazen L. Hoyt, to wit: by then and there feloniously
entering in a certain list and series of items, written
and set forth in the said check book and purporting to be

(2)

a list of certain checks deposited by the said Hazen L. Hoyt in the SECOND NATIONAL BANK of the said City, on the said fourteenth day of March, in the year aforesaid, the words and figures following, to wit: "Bishop 5 2⁰⁵" which said entry then and there purported to indicate and set forth and did in substance and effect signify and declare that on the day and in the year aforesaid, there had been deposited in a certain banking institution there called the Second National Bank, to the credit of the said Hazen L. Hoyt, among other checks, a certain check drawn by one BISHOP for the payment of the sum of FIFTY-TWO DOLLARS AND FIVE CENTS.

WHEREAS, IN TRUTH AND IN FACT, there had not been deposited in said Second National Bank to the credit of the said Hazen L. Hoyt, on the day and in the year aforesaid, among others, the check last above mentioned, as he the said William P. Wentworth then and there well knew; a g a i n s t 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 WILLIAM P. WENTWORTH of the same crime of FORGERY IN THE THIRD DEGREE, com-

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(3)

mitted as follows:

T H E said William P. Wentworth, late of the City and County of New York, on the fourteenth day of March, in the year of our Lord one thousand eight hundred and ninety-three, at the City and County aforesaid, with intent to defraud, and to conceal a certain larceny and misappropriation of the moneys and property of a certain partnership, composed of one HAZEN L. HOYT and FLORESTINE STANFIELD, as Guardian of the ESTATE OF DOUGLAS M. STANFIELD, a minor, by him the said William P. Wentworth then lately before committed, did feloniously make a certain false entry in a certain book of accounts called a check book, belonging to and appertaining to the business of the said partnership, to wit: by then and there feloniously entering in a certain list and series of items, written and set forth in the said check book, and purporting to be a list of certain checks deposited by the said partnership in the Second National Bank of the said City, on the said fourteenth day of March in the year aforesaid, the words and figures following, to wit: "Bishop 5 2/05" which said entry then and there purported to indicate and set forth, and did in substance and effect signify and declare that on the day and in the year aforesaid, there had been deposited in a certain banking institution there called the Second National Bank, to the credit of the said partnership, among other checks, a certain check drawn by one BISHOP for the payment of the sum of FIFTY-TWO DOLLARS AND

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(4)

FIVE CENTS.

WHEREAS, IN TRUTH AND IN FACT, there had not been deposited in said Second National Bank, to the credit of the said partnership, on the day and in the year aforesaid, among others, the check last above mentioned, as he the said William P. Wentworth then and there well knew; a g a i n s t the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

DE LANCEY NICOLL,

District Attorney.

0468

Witnesses:

Hazen L. Hoyt
Edgar Haner

Counsel,

Filed

Pleads,

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THE PEOPLE

vs.

WILLIAM P. WENTWORTH.

DE LANCEY NICOLL,

District Attorney.

Per motion papers and memorandum
attached to indictment wherein
defendant was convicted.

A TRUE BILL.

Foreman.

April 20/97
Indictment Dismissed

Forgery in the Third Degree.
(Section 518, Penal Code.)

COURT OF GENERAL SESSIONS OF THE PEACE,
Of the City and County of New York.

THE PEOPLE OF THE STATE OF NEW YORK,)
--against--)
WILLIAM P. WENTWORTH.)

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK,

by this Indictment, A c c u s e WILLIAM P. WENTWORTH
of the Crime of FORGERY IN THE THIRD DEGREE, committed
as follows:

T H E said William P. Wentworth, late of the
City and County of New York aforesaid, on the 28th day of
June, in the year of our Lord one thousand eight hundred
and ninety-three, at the City and County aforesaid, with
intent to defraud, and to conceal a certain larceny and
misappropriation of the moneys and property of one Hazen
L. Hoyt, by him the said William P. Wentworth, then lately
before committed, did feloniously make a certain false
entry in a certain book of accounts, called a check book,
belonging to and appertaining to the business of the said
Hazen L. Hoyt, in the words and figures following, to wit:

"Brought forward 15 442.48"

which said entry then and there purported to indicate and

(2)

set forth, and did in substance and effect signify and declare, that on the day and in the year aforesaid, including the deposits made by the said Hazen L. Hoyt on that day, he the said Hazen L. Hoyt had on deposit to his credit in a certain banking institution, there called the Second National Bank the sum of Fifteen Thousand Four Hundred and Forty-two Dollars and Forty-eight cents, less the amount of certain checks drawn by the said Hazen L. Hoyt against his account in said bank but which checks had not then as yet been deducted from the said sum in the said check book.

WHEREAS, IN TRUTH AND IN FACT, on the said last mentioned day the said Hazen L. Hoyt did not have on deposit to his credit including the deposits so as aforesaid made on the said day in the said Second National Bank the sum of Fifteen Thousand Four Hundred and Forty-two Dollars and Forty-eight cents, less the amount of said checks so drawn by the said Hazen L. Hoyt, but not then as yet deducted as aforesaid; but at the last-mentioned time and including said deposits as aforesaid, the said Hazen L. Hoyt had on deposit to his credit in the said Second National Bank, a much smaller sum, to wit: the sum of Five thousand four hundred and forty-two dollars and forty-eight cents, less the amount of said checks above referred to, as he the said William P. Wentworth then and there well knew; a g a i n s t the form of the statute in such case made and provided, and against the peace of the

(3)

People of the State of New York, and their dignity.

SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this Indictment, further accuse the said WILLIAM P. WENTWORTH of the same Crime of FORGERY IN THE THIRD DEGREE, committed as follows:

T H E said William P. Wentworth, late of the City and County of New York aforesaid, on the 28th day of June, in the year of our Lord one thousand eight hundred and ninety-three, at the City and County aforesaid, with intent to defraud, and to conceal a certain larceny and misappropriation of the moneys and property of a certain partnership composed of one Hazen L. Hoyt and Florestine Stanfield, as Guardian of the Estate of Douglas M. Stanfield, a minor, by him the said William P. Wentworth, then lately before committed, did feloniously make a certain false entry in a certain book of accounts called a check book, belonging to and appertaining to the business of the said partnership, in the words and figures following, to wit:

"Brought forward 15 442.48"

which said entry then and there purported to indicate and set forth, and did in substance and effect signify and de-

(4)

clare that on the day and in the year aforesaid, including the deposits made by the said partnership on that day, the said partnership had on deposit to its credit, in a certain banking institution there, called the Second National Bank, the sum of Fifteen thousand four hundred and forty-two dollars and forty-eight cents, less the amount of certain checks drawn by the said partnership against its account in said bank, which checks had not then as yet been deducted from the said sum in the said check book.

WHEREAS, IN TRUTH AND IN FACT, on the said last mentioned day the said partnership did not have on deposit to its credit, including the deposits so as aforesaid made on the said day in the said Second National Bank, the sum of Fifteen thousand four hundred and forty-two dollars and forty-eight cents, less the amount of said checks so drawn by the said partnership, but not then as yet deducted as aforesaid; but at the last-mentioned time and including the said deposits as aforesaid, the said partnership had on deposit to its credit in the said Second National Bank a much smaller sum, to wit: the sum of Five thousand four hundred and forty-two dollars and forty-eight cents, less the amount of said checks above referred to, as he the said William P. Wentworth then and there well knew; a g a i n s t the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

DE LANCEY NICOLL,

District Attorney.

0473

Witnesses:

Hazen L. Hoyt
Edgar Warner

Buried by
Susan Jackson

226 E. 18th
Albany

#28

1194

counsel,

led

reads

W. E. Brown
May 1893
July 10

THE PEOPLE

vs.

B

WILLIAM P. WENTWORTH.

Forgery in the Third Degree.
(Section Penal Code.)

DE LANCEY NICOLL,

District Attorney.

see motion papers and memorandum
attached to indictment wherein
defendant was convicted.
TRUE BILL.

W. E. Brown
Deputy

April 20/97.

Indictment Dismissed

J. E. P.

COURT OF GENERAL SESSIONS OF THE PEACE,

Of the City and County of New York.

THE PEOPLE OF THE STATE OF NEW YORK,
 --against--
 WILLIAM P. WENTWORTH.

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK,

by this Indictment, A c c u s e WILLIAM P. WENTWORTH
 of the Crime of FORGERY IN THE THIRD DEGREE, committed
 as follows:

T H E said William P. Wentworth, late of the City and County of New York aforesaid, on the first day of February in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, being then and there a clerk, servant and bookkeeper in the employ of one Hazen L. Hoyt, with intent to defraud, and to conceal a certain larceny and misappropriation of the moneys and property of the said Hazen L. Hoyt, by him the said William P. Wentworth then lately before committed, did feloniously make, in a certain book of accounts called Cash Book "O" belonging to and appertaining to the business of the said Hazen L. Hoyt, and kept by him the said William P. Wentworth as such clerk and servant, to wit: on the one hundred and fiftieth page of said Cash Book

(2)

and under a certain heading therein, as follows:

"Monday, February 1, 1892"

a certain false entry as follows, to wit:

"Balance 7772.39";

which said entry then and there purported to set forth and indicate and did in substance and effect declare and signify that on the morning of the said first day of February in the year aforesaid, and before the transaction of any business or the receipt or expenditure of any sum of money on behalf of the said Hazen L. Hoyt on that day, he the said William P. Wentworth had in his custody and possession as such employee of the said Hazen L. Hoyt as aforesaid, and was then and there chargeable with and accountable to the said Hazen L. Hoyt in the sum of Seven Thousand Seven Hundred and Seventy-two Dollars and Thirty-nine cents of the moneys and funds of the said Hazen L. Hoyt and no more.

WHEREAS, IN TRUTH AND IN FACT, the said William P. Wentworth, at the said last-mentioned time, to wit: on the morning of the said day, and before the transaction of any business, or the receipt or expenditure of any sum of money on behalf of the said Hazen L. Hoyt on that day, was chargeable with and accountable to the said Hazen L. Hoyt in a much larger sum than the sum last mentioned, to wit: the sum of Seventeen Thousand Seven Hundred and Seventy-two Dollars and Thirty-nine cents and the said last-mentioned sum should in truth then have been in his possession as such employee of the said Hazen L. Hoyt, as

(3)

he the said William P. Wentworth then and there well knew;
a g a i n s t 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,
 f u r t h e r a c c u s e the said WILLIAM P. WENTWORTH
 of the same Crime of FORGERY IN THE THIRD DEGREE, commit-
 ted as follows:

T H E said William P. Wentworth, late of the
 City and County of New York aforesaid, on the first day of
February in the year of our Lord one thousand eight hundred
and ninety-two, at the City and County aforesaid, being
 then and there a clerk, servant and bookkeeper in the
 employ of a certain partnership, composed of one Hazen L.
Hoyt and Florestine Stanfield, as Guardian of the Estate
of Douglas M. Stanfield, a minor, with intent to defraud
 and to conceal a certain larceny and misappropriation of
 the moneys and property of the said partnership, by him
 the said William P. Wentworth then lately before committed,
 did feloniously make, in a certain book of accounts called

(4)

Cash Book "O" belonging to and appertaining to the business of the said partnership, and kept by him the said William P. Wentworth as such clerk and servant, to wit: on the one hundred and fiftieth page of said Cash Book, and under a certain heading therein as follows: "Monday, February 1, 1892," a certain false entry as follows, to wit:

"Balance 7772.39";

which said entry then and there purported to set forth and indicate and did in substance and effect declare and signify that on the morning of the said first day of February in the year aforesaid, and before the transaction of any business or the receipt or expenditure of any sum of money on behalf of the said partnership on that day, he the said William P. Wentworth, had in his custody and possession as such employee of the said partnership as aforesaid, and was then and there chargeable with and accountable to the said partnership in the sum of Seven Thousand Seven Hundred and Seventy-two Dollars and Thirty-nine cents of the moneys and funds of the said partnership and no more.

WHEREAS, IN TRUTH AND IN FACT, the said William P. Wentworth, at the said last-mentioned time, to wit: on the morning of the said day and before the transaction of any business or the receipt or expenditure of any sum of money on behalf of the said partnership on that day, was chargeable with and accountable to the said partnership

0478

(5)

in a much larger sum than the sum last mentioned, to wit:
the sum of Seventeen Thousand Seven Hundred and Seventytwo
Dollars and Thirty-nine cents, and the said last-mentioned
sum should in truth then have been in his possession as
such employee of the said partnership, as he the said
William P. Wentworth then and there well knew; against
the form of the statute in such case made and provided,
and against the peace of the People of the State of New
York, and their dignity.

DE LANCEY NICOLL,

District Attorney.

0479

POOR QUALITY
ORIGINAL

Witnesses:

Hazen L. Hoyt
Edgar Haner

Charles W. Dwyer
Dwyer Building
Broadway at Wall St
Abraham Dwyer
Counsel
Filed day of 1893
Pleads Guilty

THE PEOPLE vs. Sept. 26/94

vs.
earlier

WILLIAM P. WENTWORTH.

6 cases

one case in Sept/93

Forgery in the Third Degree,
(Section 515, Penal Code)

DE LANCEY NICOLL,

District Attorney.

Charles W. Dwyer
3rd Attorney of 1st/94

A TRUE BILL.

H. C. W. Foreman.

Sept 26 October 4 1894

Guilty and convicted

with recommendation to mercy
sent to S. P. 2 yrs & 6 mo. 18

R. B. Miller

0480

POOR QUALITY
ORIGINAL

Witnesses:

Hazen L. Hoyt
Edgar Haner

Charles W. Dwyer
Dwyer Building
Broadway
Abraham Dwyer
Counsel
Filed May of 1893
Pleads Guilty

THE PEOPLE *con. Sept. 26/94*

44 N. 10 vs.
earlier

WILLIAM P. WENTWORTH.

6 cases

one case in Sept/93

Forgery in the Third Degree.
Penal Code
Section 513

DE LANCEY NICOLL,
District Attorney.

A TRUE BILL.

H. C. French Foreman.

October 4, 1894

Fined and convicted

with rem. to mercy
Oct 17/94 S. P. 2 yrs & 6 mo. 18

R. B. Miller

0481

COURT OF GENERAL SESSIONS OF THE PEACE

FOR THE CITY AND COUNTY OF NEW YORK.

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

-against- ;

WILLIAM P. WENTWORTH ;
-----X

SIR:

PLEASE TAKE NOTICE that upon the annexed affidavit and all the records and proceedings herein, the undersigned will move this Honorable Court in Part I thereof at the Criminal Court House in the City of New York, on the 26th day of July 1895 at 10.30 A.M., or as soon thereafter as counsel can be heard, that the several remaining indictments found by the Grand Jury of the City and County of New York on the 9th day of November 1893, and which are still pending and undisposed of be dismissed and for such other or further order as may be just and proper.

Dated New York, July 20th, 1895.

Yours &c.,

Charles W. Dayton

Attorney for Defendant,
Dreyer ~~Wald~~ Building,
New York City.

To,
JOHN R. FELLOWS ESQ.,

District Attorney.

COURT OF GENERAL SESSIONS

IN AND FOR THE CITY AND COUNTY OF NEW YORK.

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

-against-

WILLIAM P. WENTWORTH
-----X

CITY AND COUNTY OF NEW YORK, SS:--

CHARLES W. DAYTON, being duly sworn doth depose
and say:

That the Grand Jury of the said City and County,
on the 9th day of November 1893, filed five several indict-
ments against the above named defendant, charging him in
each of said indictment with the alleged crime of Forgery in
the third degree as will more particularly appear by refer-
ence to the same now on file in the Clerk's office of this
Court. That thereafter such proceedings were had upon his
arraignment and trial upon one of the said indictments, after
a hearing before the Court and Jury, and said defendant was
on the 4th day of October 1894, duly convicted and the Jury
accompanied the verdict with a recommendation of mercy.

That the said trial was commenced on the 26th day
of September 1894, and continued on the several days there-
after to wit: September 27th and 28th, October 2nd, 3rd,
4th, 5th until about seven O'clock in the evening of said
last named day at which said time verdict was received in
Court, the late HON. RANDOLPH B. MARTINE presiding.

0483

-2

That on the 18th day of October, 1894, the Court imposed a sentence of two years and six months of imprisonment in the States Prison on the defendant and is now undergoing said sentence. That deponent acted throughout the trial of the said defendant as one of his counsel, and that upon such sentence being imposed deponent was at the time and still is of the opinion that the sentence so imposed as aforesaid was upon a full consideration of not only the one indictment upon which the said defendant was on trial and convicted, but as well the several other and untried indictments, and that no mention was at such time made by the prosecuting attorney, that he would again be placed on trial.

That it has been a general rule and practice as deponent is informed and believes that in similar cases where a defendant has been charged with a series of alleged crimes as in the case at bar a trial upon one of several indictments a conviction being had and sentence imposed, the District Attorney has appeared in Court and consented to a dismissal of the remaining indictments then pending and undetermined, therefore deponent asks that said remaining indictments be dismissed.

Sworn to before me this ;

Wth day of July 1895. ;

Charles W. Dayton

Thos. Macdonald

Notary Public
N.Y.C.

4

This motion is premature
and should not be made
until the Senate are
expedited to the end of
without prejudice
to its renewal
at the fair paper
time

The Apparent having
since been passed
by the Governor and
the Senate of the
Legislature, and
indistinctly, and
in the form under
was intended to show
to these Corporations
and this motion
being now presented
and is consented that
same be granted
Wm. H. Coit
Profrat Attorney
Profrat & Co.

General Session.

The People

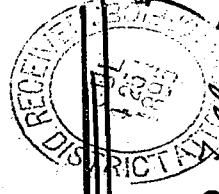
12.

William P. Whitcomb

Approved & signed
I notori

Charles A. Dayton
July 20 1888.

Regel Bled
neg.



John R. Kellogg
vitality
neg.

When denied men
July 20/88

0485

523

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

THE PEOPLE OF THE STATE OF NEW YORK
against

William Q. Wentworth

The Grand Jury of the City and County of New York, by this indictment, accuse
— *William Q. Wentworth* —
of the CRIME OF *Grand* LARCENY, in the *first* degree, committed
as follows:

The said *William Q. Wentworth*, —

late of the City of New York, in the County of New York aforesaid, on the *twentieth*
day of *November*, in the year of our Lord one thousand eight hundred and
ninety-*two*, at the City and County aforesaid, being then and there the *servant*
and *servant* of *Frederic Handfield*, —

and as such *servant* and *servant*, then and there having in his
possession, custody and control certain goods, chattels and personal property of the said
Frederic Handfield, —

the true owner thereof, to wit: *the sum of seven*
hundred dollars in money, lawful
money of the United States of
America, and of the value of
seven hundred dollars, —

the said *William Q. Wentworth* afterwards, to wit:
on the day and in the year aforesaid, at the City and County aforesaid, with force and arms,
did feloniously appropriate the said *sum of money* —

to his own use, with intent to deprive and defraud the said *Frederic*
Handfield —
of the same, and of the use and benefit thereof; and the same goods, chattels and personal
property of the said *Frederic Handfield*, —

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

~~BE LANCEY NICOLL,~~
District Attorney

~~Second~~ COUNT—

AND THE GRAND JURY AFORESAID, by this indictment, further
accuse the said *William B. Wentworth*
of the same CRIME OF *Grand* LARCENY, in the
First degree, committed as follows:

The said *William B. Wentworth*, —

late of the City of New York, in the County of New York aforesaid, on the *twentieth*
day of *November*, in the year of our Lord one thousand eight hundred and
ninety-*two*, at the City and County aforesaid, being then and there the *deed*
and servant of *Estherie Standfield*, executrix
of the last will and testament of *Mrs.*
M. Standfield, deceased, and guardian of
the personal property of *one* *son* of
M. Standfield, a minor, —

and as such *deed* and servant then and there having in *his* possession,
custody and control certain goods, chattels and personal property of the said *Estherie*
Standfield, executrix and guardian
as aforesaid, —

the true owner thereof, to wit: *the sum of seven hundred*
dollars in money, lawful money of
the United States of America,
and of the value of seven hundred
dollars,

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

to *his* own use, with intent to deprive and defraud the said *Estherie Standfield*,
executrix and guardian as aforesaid,
of the same, and of the use and benefit thereof; and the same goods, chattels and personal property
of the said *Estherie Standfield*, executrix and
guardian as aforesaid, —

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

~~BE LANCEY NICOLL,~~
District Attorney.

Third COUNT—

AND THE GRAND JURY AFORESAID, by this indictment, further
accuse the said William Q. Westworth
of the same CRIME OF Grand LARCENY, in the
first degree, committed as follows:

The said William Q. Westworth, —

late of the City of New York, in the County of New York aforesaid, on the twenty first
day of November, in the year of our Lord one thousand eight hundred and
ninety-two, at the City and County aforesaid, being then and there the deba
and servant of Frederick Blauvelt, executor
of the last will and testament of Maria
M. Blauvelt, deceased, and guardian of
the personal property of one George M.
Blauvelt, as minor, and Hazen S.
Wright, co-partners. —

and as such deba and servant then and there having in his possession,
custody and control certain goods, chattels and personal property of the said partners. —

the true owner thereof, to wit: the sum of seven hundred
dollars in money, lawful money of
the United States of America, and
of the value of seven hundred
dollars. —

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

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

of the same, and of the use and benefit thereof; and the same goods, chattels and personal property
of the said partners. —

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

DE LANCEY NICOLL,
District Attorney

Frank COUNT—

AND THE GRAND JURY AFORESAID, by this indictment, further
accuse the said William B. Wentworth
of the same CRIME OF Grand LARCENY, in the
first degree, committed as follows:

The said William B. Wentworth, —

late of the City of New York, in the County of New York aforesaid, on the twentieth
day of November, in the year of our Lord one thousand eight hundred and
ninety-two, at the City and County aforesaid, being then and there the deba
and servant of Morgan S. Mayhew.

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

Morgan S. Mayhew, —

the true owner thereof, to wit: the sum of seven hundred
dollars in money, lawful money
of the United States of America,
and of the value of seven hundred
dollars, —

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

to his own use, with intent to deprive and defraud the said Morgan
S. Mayhew, —

of the same, and of the use and benefit thereof; and the same goods, chattels and personal property
of the said Morgan S. Mayhew, —

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

DE LANCEY NICOLL,
District Attorney.

0489

BOX:

535

FOLDER:

4872

DESCRIPTION:

Wesley, Etta

DATE:

09/08/93



4872

0490

Witnesses:

Mary Ganther

Counsel,

Filed

day of

1893

Pleads,

Guilty

28
Part 3rd
Cock

THE PEOPLE

Etta Wesley

Grand Larceny, second Degree
[Sections 588, 589, 590, Penal Code.]

DE LANCEY NICOLL,

District Attorney.

Part 3 - Sept 13, 1893
Indict and Cominded of
Petit Larceny

A TRUE BILL.

Ed. Bloomfield

No. 61. Foreman.
Mosher

0491

Police Court—4 District.

Affidavit—Larceny.

City and County {
of New York, } ss.

of No. 234 East 41 Mary Gunther Street, aged 29 years,
occupation Shop Worker being duly sworn,
deposes and says, that on the 5 day of August 1893 at the City of New
York, in the County of New York, was feloniously taken, stolen and carried away from the possession
of deponent, in the day time, the following property, viz:

One Blue Serge Dress. One Fur
Hat, One Pair of Slippers, One Green
Shade and one Sun Shade. and one
Suit of Underwear and together of the
value of about Forty Dollars

\$40.00

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 Etta Vesting (nurse)

from the fact that said defendant
was employed at times by deponent
and had access to deponent's apartments.
On said date said defendant was
in deponent's apartments and after the
departure of said defendant deponent
missed the said property. Deponent
caused the arrest of said defendant
by Officer Francis B. McSally of the 23
District and deponent identified the dress
and hat worn by the said defendant
as part of the property taken stolen and
carried away from the possession of deponent
Mary Gunther

Sworn to before me, this
of _____ 1893

Police Justice.

0492

Sec. 198-200.

District Police Court.

CITY AND COUNTY } ss:
OF NEW YORK, }

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

Question. What is your name?

Answer. *Etta Wesley*

Question. How old are you?

Answer. *38 Yrs*

Question. Where were you born?

Answer. *Ireland*

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

Answer. *No Answer*

Question. What is your business or profession?

Answer. *Domestic*

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*

Etta X Wesley
Wants

Taken before me this

day of

1897

Police Justice.

0493

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

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

Dated, Aug 29 189 3 John M. Ryan Police Justice.

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

Dated, _____ 189 _____ Police Justice.

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

Dated, _____ 189 _____ Police Justice.

0494

916

Police Court--- District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Mary Hunter
234 E 41
Edna Wesley

Offense *Larceny*

2
3
4

Dated, *Aug 29* 189 *3*

Grady Magistrate.

McNally Officer.

23 Precinct.

Witnesses

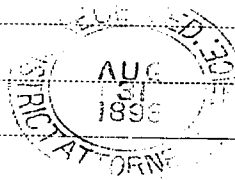
No. Street.

No. Street.

No. Street.

\$ *5.00* to answer *G.S.*

No. 61



BAILED,

No. 1, by

Residence Street.

No. 2, by

Residence Street.

No. 3, by

Residence Street.

No. 4, by

Residence Street.

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

THE PEOPLE OF THE STATE OF NEW YORK

against

Etta Wesley

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

Etta Wesley

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

The said

Etta Wesley

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

one dress of the value of twenty-five dollars, one hat of the value of five dollars, one pair of slippers of the value of one dollar, three studs of the value of one dollar each, one sun-shade of the value of three dollars, and divers articles of underclothing of a number and description to the Grand Jury aforesaid unknown, of the value of five dollars

of the goods, chattels and personal property of one *Mary Gunther*

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

SECOND COUNT—

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

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

The said

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

the same goods, chattels and personal property described in the first count of this indictment

of the goods, chattels and personal property of one

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

Mary Gunther
unlawfully and unjustly did feloniously receive and have; the said

Etta Wesley
then and there well known 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.

DE LANCEY NICOLL,

District Attorney.

0497

BOX:

535

FOLDER:

4872

DESCRIPTION:

White, John

DATE:

09/15/93



4872

0498

BOX:

535

FOLDER:

4872

DESCRIPTION:

Wansley, Thomas

DATE:

09/15/93



4872

0499

Witnesses:

H Aldman
off Wallon

Counsel,

Filed 15th day of Sept 1893

Pleads,

Guilty H.
vs.

THE PEOPLE

John White
and
Thomas Wansley
H.D.

DE LANCEY NICOLL,
District Attorney.

A TRUE BILL.

Wm. Logginsdale
Bak Sept 26/93

Foreman.

Wm. H. Hensley
No 174
6 months each
Pen J.

Degree.
Grand Larceny, Second
(From the Person.)
[Sections 53, 54, Penal Code.]

0500

Police Court 2 District.

Affidavit—Larceny.

City and County }
of New York, } ss:

Paul Kuscher

of No. 64 Greenwich Street, aged 30 years,occupation shoe maker being duly sworn,deposes and says, that on the 11 day of September 1898 at the City of
New York, in the County of New York, was feloniously taken, stolen and carried away
from the possession of deponent, in the day time, the following property, viz:

One gold coin of the United States
of the value of twenty dollars
\$20

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

John White and
Thomas Wansley, deponent had the
said money in a pocket book in his
hand on the steamer Tauric at the
foot of King St. N. Y., and defendant
White was present and took the said
gold piece out of deponent's hand
and deponent is informed by Policeman
James Mallon now here, that he
found the said stolen property in
the possession of the defendant Thomas
Wansley

Paul Kuscher

Sworn to before me, this

of

Sept 11 1898
at New York, N. Y.
Police Justice.

0501

CITY AND COUNTY }
OF NEW YORK, } ss.

1877.

James Muller
aged _____ years, occupation Fireman of No. 97 W. Brient Street, being duly sworn, deposes and

says, that he has heard read the foregoing affidavit of Paul Kusche
and that the facts stated therein on information of deponent are true of deponent's own
knowledge.

Sworn to before me, this 12
day of Sept 1899 }

James Muller

Alfred L. Harg
Police Justice.

0502

Sec. 198-200.

District Police Court.

CITY AND COUNTY
OF NEW YORK, ss.

John White 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.

John White

Question. How old are you?

Answer.

25 years

Question. Where were you born?

Answer.

England

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

Answer.

17 London Eng -

Question. What is your business or profession?

Answer.

Stoke

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 did not steal the money. He gave the money to get a drink and I left the money on the shelf for him and told him to go get it and he did not understand me.

John White

Taken before me this

day of

1887

Charles J. [Signature]

Police Justice.

0503

Sec. 198—200.

District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

Thomas Wansley 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. *Thomas Wansley*

Question. How old are you?

Answer. *28 years*

Question. Where were you born?

Answer. *England*

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

Answer. *London*

Question. What is your business or profession?

Answer. *Stoker*

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 -*
Thomas Wansley
Wansley

Taken before me this

day of

Charles W. [Signature]

Police Justice.

0504

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

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

Dated Sept 12 1887 [Signature] Police Justice.

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

Dated _____ 18 _____ Police Justice.

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

Dated _____ 18 _____ Police Justice.

0505

965

Police Court—2—District.

THE PEOPLE &c..

ON THE COMPLAINT OF

Paul Kuehn
HOUSE OF DETENTION CASE.

John White
Homer Wansley

officer

Foran

BAILED.

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Dated Sept 12 1893

Koch Magistrate.
Hager Hallor McAdams
Officer.

Witnesses Paul Kuehn

No. Homer of Detention Street.

Herman Aldmann

House of Detention Street.

No. _____ Street.

100 9 2 W

No 174

0506

AFFIDAVIT FOR COMMITMENT OF WITNESS.

4771

POLICE COURT 2 DISTRICT.

CITY AND COUNTY }
OF NEW YORK, } ss.

of the 57th Precinct Police, being duly sworn, deposes
and says that Paul Kuscher, Herman Aldman
(now here) is a material witness for the people against
John White, Donald Wausley charged
with larceny from the person. As deponent has
cause to fear that the said Paul Kuscher, Herman Aldman
will not appear in court to testify when wanted, deponent prays
that the said Paul Kuscher, Herman Aldman be
committed to the House of Detention in default of bail for his
appearance.

James Mallon

Subscribed to before me, this
day of Sept, 1930

James Mallon
Police Justice.

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 White
and
Thomas Wansley

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

John White and Thomas Wansley
of the CRIME OF GRAND LARCENY in the *second* degree, committed as follows:

The said

John White and Thomas Wansley, both
late of the City of New York, in the County of New York aforesaid, on the *eleventh*
day of *September*, in the year of our Lord one thousand eight hundred and
ninety-*three*, in the *day*-time of the said day, at the City and County aforesaid,
with force and arms,

one gold coin of the
United States of America, of
the kind called double Eagles
of the value of twenty dollars

of the goods, chattels and personal property of one *Paul Kusche*
on the person of the said *Paul Kusche*
then and there being found, from the person of the said *Paul Kusche*
then and there feloniously did steal, take and carry away, against the form of the statute in
such case made and provided, and against the peace of the People of the State of New York
and their dignity.

0508

SECOND COUNT—

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

John White and Thomas Wansley
of the CRIME OF RECEIVING STOLEN GOODS, committed as follows:

The said

John White and Thomas Wansley, both

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

*one watch of the
one gold coin of the United
States of America, of the
kind called double Eagles
of the value of twenty dollars*

of the goods, chattels and personal property of one

Paul Kusche

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

Paul Kusche

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

John White and Thomas Wansley

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.

DE LANCEY NICOLL,

District Attorney.

0509

BOX:

535

FOLDER:

4873

DESCRIPTION:

White, Marshall L.

DATE:

09/26/93



4873

05 10

POOR QUALITY
ORIGINAL

Witnesses:

Pauline Spier
et Simon
off Timoney

Counsel,

Filed

day of

1895

Pleas,

THE PEOPLE

vs.

Marshall L. White

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

E. B. Downingdale
Feb 21/95

Foreman.

Guilty & convicted
of an attempt to
obtain the record book
Sentence suspended
see letters with depts 21

Compounding misdemeanor
and Extortion
[§ 125 and 552, Penal Code]

The Bo.
 vs.
 Marshall L. White }

Lena Zimmerman 150 - E - 27th St.
 Says that Prior to 6th Sept. '93
 Phyllis Spiro - lived at 107 - E - 123rd.
 I was janitor at 150 - and 152 - E
 27th St. and Mrs. Ciro at this place
 until 4th August '93 - In this way
 I knew her - She met the
 Depewes White in front of 150 -
 E - 27th St. On a Saturday morning
 near 12. I was standing talking
 with a young man. I knew Mrs.
 Spiro say to White you brought
 us in nice work and then
 White ^{said} that Cohen ~~said~~ had 60
 houses more like them and
 Mrs. Spiro - said Cohen is a ruin
 man He did have nothing - I
 then heard Mrs. Spiro say to White
 that you said yesterday I & I
 gave you a hundred you let the
 case drop - And White said that's what
 I said - Some time before this. I heard
 Mr. White say to Mrs. Spiro - I can do
 more than the Police - this was in front
 of ~~150~~ ¹⁵⁰ - These several conversations were

05 12

Before the 6th of Sept. 93.

Lina Zimmermann

Rev.
Dr.

George L. Mott

Student.

Lina Zimmermann.

Aug 18th 93

Court of General Sessions.

The People of the State of
New York

against
Marshall L. White.

City and County of New York, ss:

Robert B. Roosevelt being duly sworn says that he resides at No. 57 Fifth Avenue, New York City, and has been personally acquainted with the above named Marshall L. White during the last six years or thereabouts.

That the said White has been employed by deponent and by Robert B. Roosevelt Jr. during that period as a clerk, that his duties were such as to require the fullest confidence to be reposed in him, and in no instance did said White fail to fulfil his duty. That he has collected during that period for deponent and his said son large sums of money for rents due, and otherwise, and he has always promptly accounted therefor.

That deponent ~~knows~~ ^{knows} the said Marshall L. White to be an industrious man of ~~integrity~~ ^{integrity} and unblemished reputation, and deponent has never heard of his having been accused of

05 14

any crime or offense other than
the charge made against him herein,
the truth of which charge deponent
would be slow to believe -

Sworn before me
this 25th day of Feb. 1895 } Wm. H. Roosevelt
Daniel Harvey
Notary Public Richmond Co. New York
Certificate filed in New York Co

05 15

Court of General Sessions.

The People of the State .
of New York, .
against .
Marshall L. White. .

City and County of New York, s s

Augustus T. Docharty, being duly sworn, says
that he resides at #10 East 30th Street, New York City,
that he has been personally acquainted with the above
named Marshall L. White for several years, that he has
always found him a man of strict probity of character,
integrity and honesty, and that he never heard of his
being accused of any crime, other than the charge made
herein.

Augustus T. Docharty

Sworn to before me this

25th day of February, 1895.

Michael J. Moran #191
Notary Public, New York County.

05 16

1

Court of General Sessions.

The People of the State
of New York
against
Marshall L. White.

City and County of New York, ss:

Mary A. White being duly sworn
says that she is the wife of the above named
defendant.

I know Paulina Spiro, the com-
plaining witness herein. A few days
before her arrest in July, 1893, on the com-
plaint of Mr. White, the said Spiro approach-
ed Mr. White while he was trimming the
grass plot in front of our home, No. 140
East 27th Street, between six and seven o'clock
p.m., in defendant's presence; and she raised
her right arm toward Mr. White and said
noisily =

"Is you White that's making trouble
for me. I thought it was McCornick. I'll
put you where you can't make trouble. If
you bother me, you'll be treated same as
"Gardner." These are her words to the
best of my recollection.

On Labor Day, September 4th,
the said Mrs. Spiro called on Mr. White
at our house aforesaid. Depoent heard
them talking in the Dining room, saw

Mrs. Spiro there, when deponent descended from performing household duties on floors above. Deponent did not enter the dining room, but from the hallway heard Mrs. Spiro say that she had been over to Ehrich's, and heard Mr. White say to her (Mrs. Spiro) "There's no money needed; you are a free woman". Mrs. Spiro went out directly afterwards. This was after he had returned from court. The reasons why deponent did not attend the trial herein on February 21, 22, are these: On the first day Mr. White did not inform me of it - presumably not to worry me, and I was not aware that the trial was on until Mr. Tullis called on me at 6 p.m. and explained Mr. White's absence from dinner. Deponent was then taken seriously ill from nervous prostration, to attacks of which she has been subject for many years. And on the next day, the second of the trial, deponent was confined to the house by reason of physical weakness, and by advice of her physician.

Sworn to before me

February 25th 1895

Michael J. Murray
Cm. of Leeds
N.Y. Co

Mary A White

05 18

Mrs. Spiro there, when deponent descended from performing household duties on floors above. Deponent did not enter the dining room, but from the hallway heard Mrs. Spiro say that she had been over to Ehrich's, and heard Mr. White say to her (Mrs. Spiro) "There's no money needed; you are a free woman". Mrs. Spiro went out directly afterwards. This was after he had returned from court. The reasons why deponent did not attend the trial herein on February 21, 22, are these: On the first day Mr. White did not inform me of it - presumably not to worry me, and I was not aware that the trial was on until Mr. Tullis called on me at 6 p.m. and explained Mr. White's absence from dinner. Deponent was then taken seriously ill from nervous prostration, to attacks of which she has been subject for many years. And on the next day, the second of the trial, deponent was confined to the house by reason of physical weakness, and by advice of her physician.

Sworn to before me

February 25th 1895

Michael J. Munn
Cm. of Leeds
N.Y. Co

Mary A White

05 19

City and County of New York, ss:

Mary E. Bond M. D. of No.
122 Lexington Avenue, New York City,
being duly sworn, says:

I am a practicing physician
located at the above address, and have
been such for 14 years last past. Mrs.
Mary A. White, of No. 1110 East 27th
Street, is a patient of deponent; and
on February 21st, 1895, deponent treated
and prescribed for Mrs. White who then
was suffering from nervous exhaustion,
and whose condition was such as to prostrate
her so as to confine her to her house.
And attendance by Mrs. White in Court
on that day would have seriously
jeopardized her.

I sworn to before me

February 25th 1895.

James G. Mc Murray
Notary Public
in and for the City and County of New York

Mary E. Bond

0520

General Sessions

The People of the
State of New York

vs.

Marshall L. White.

Affidavits of
Mary A. White & Mary E. Bond M.D.

Wm B. Tullis
Deputy Atty.

0521

N. Y. General Sessions

*The People of the State of
New York*

vs.

Marshall L. White

Affidavits

Wm B. Lewis

Deputy City

108 Fulton St.

Room 917.

0522

Feb. 25-1895

To the Hon. Judge Coving

I write to
your honor in behalf of
Mr. M. L. White of 140 East
27th Street and wish to state
that I have known him for
nearly ten years and have
found him to be a man of
irreproachable character and
a perfect gentleman in every
respect.

Hoping that you
will find him guiltless of
any wrong in this unpleasant
affair of which I

D. V. C.

0523

sincerely believe him
innocent

Remain
Yours respectfully
M. Levens.

99 Lexington Ave.
N.Y. City.

0524

New York Feb. 25th /95

Hon. Rufus B. Canning,
Deputy Secy.

I take the liberty of addressing these few lines to you regarding the case of my friend Marshall L. White that comes before you Feb. 26th. He is a friend of mine of twenty or years standing, we were clerks together in the Lace Importing House of Edmund Sarret & Co for years and during our long and intimate friendship I have never seen or heard ought else of Mr. White than what was strictly upright and honorable. Hoping my humble remarks will help some

0525

small weight in your
judgement I am,

Respectfully yours,

M. O. Glanford,

705 E. 135th St.

0526

No. 1. Confessions
 The People
 Marshall L. White
 District Attorney's Office,
 City & County of
 New York. Feb 14 1894
 Hon. John R. Fellows,
 District Attorney,

Dear Sir:-

This case came upon the Calendar of Part III during the last January Term.

I then examined the case and found that the proof on the Point for Extortion was lacking as to the element of fear, the same as in the Gardner Case, and the decision of the General Term in that case controlling for the time, I deemed it inadvisable to move the case, until the pending appeal to the Court of Appeals taken by the People from that decision resulted in an authoritative statement of the law.

The evidence on the Point for Compounding a misdemeanor was not so conclusive and it was a crime of less importance, a conviction for which would have far less moral effect than a conviction for the more serious crime.

Yours respectfully
 Stephen J. O'Hare
 Defendant

0527

BEEBE'S, BOYNTON'

AND ALL OTHER KINDS OF
FURNACES, RANGES,
AND HEATERS
SET AND REPAIRED.- ROOFING -
IN ALL ITS BRANCHES.

Refrigerators Re-Lined.

Roofs Painted.

New York, 189

M

To WILLIAM H. WILLS, Dr.
PLUMBING, GAS FITTING,
HEATING, AND VENTILATING,154 EAST 27TH STREET,
398 THIRD AVE. West of Third Avenue.

Feb. 26 1895

Hon. Judge Cowing

Honored Sir

I take the liberty of addressing you in connection with the case, now under your consideration of Marshall L. White, and am simply prompted to take this action, for the reason that I have known him personally and almost intimately for about fourteen years, and during that time, I have had constant business intercourse with him, sometimes in the interest of Mr. Roosevelt his employer, and sometimes on his own account, and never have I detected the least indication by act or word upon his part, that would lead me to suppose that he was capable of the deed for which he stands convicted. His deportment was without exception gentlemanly, upright and of such a nature as to command respect and confidence. In offering the above testimony I would simply say, that it is done as a simple act of justice to the person most interested. Hoping you will pardon me, if I have overstepped the bounds of precedent or etiquette.

I remain,

your obedient servant.

William H. Wills

161 East 31 st N.Y.

The Per.
 25.
 Marshall L. White }

Officer Quincy - 14th Precinct
 Says that prior to the 6th
 of September '93 - He met Mrs
 Spino who had been arrested
 charged by White - with keeping
 a disorderly house - She told
 me that all the wanted was
 money - He asked her the price
 for \$100. She said she did not
 know that amount. I told her
 and told her she met me any
 day and then she had 5-10
 bills marked. This was the
 day the trial was set for - and
 then the trial was adjourned to the
 6th I then said I would be at
 the corner of 57th St. and 3rd
 Ave - And if she would call
 the money Mr. White could be
 I told Officer Byrnes and Fritchell
 of the 18th St. to go on 3rd Ave.
 at about 9 am. I saw her by
 agreement standing on the corner of
 3rd Ave and 57th St. - I was
 standing on the N.W. corner. The

Unwittingly was that she was
 to put her handkerchief up to
 her left eye - When she took
 the money - I saw him meet her
 at the S. W. Corner - a little below
 and then turned and walked down
 the corner. And I saw him
 her coming up with the handkerchief
 to her eye - And Fennie had a
 hold of him by the hand. She
 was about 100 feet from White
 I went up to White and the money
 in his hand - I said Mr White
 you had better give me that
 money - I understood it was not
 belong to you - He says - Well you've
 got me. I said Mr White is this
 what you have been using us
 men for - I don't recollect that
 he said anything to that - I then
 took him to the Court at 57th
 St. - I told Mrs. Spin what the
 complaint - He plead not guilty -
 And was remanded.

James Timoney

0530

Per
25.

Worshull R. White

Statement of

James

Jan 19 to '95.

James.

James.

Worshull



P. 30.

vs.
Marshall L. White

Paulina Spiro - No. 225 E. 14th St.
 I was living at 127-152 E. 27th
 City of New York - When my
 husband was arrested charged
 with keeping a gaming house
 along with me - The proceedings
 were changed the 24th July 93 -
 I met White about a month
 after - I had sold the property
 to Rosa Cohen. Wife of David Cohen.
 in the mean time. I was going
 bail for the Cohen in 5th Court
 Court - I was talking with
 Lawyer Levy. About Cohen -
 When White came up to White
 M. Wm. and I said to him
 My Dad you want to make
 such trouble for - Then they
 all left except White - And
 he said I can fix it all
 right yet if I can find
 \$100. He said he had some
 expenses. Anyway he had
 \$35.00 anyway - The women had
 to pay some to the Clerk in
 the Court - yet to get this changed

I said I would see about it -
 I went to Capt Gallagher then
 22nd St. and told him that White
 was after so he told him to
 tell my lawyer about it - I
 told my lawyer. Steiner about it
 in 57th St. - I had him up
 from 107- to 123rd St 11th
 August. - One day later part
 of August. - I ~~had to write~~
 I met White in 27th St.
 about 12 - He - And White
 said "All I told you & ~~them~~ -
 do more than the Police -
 I said I really don't see
 why & you did want to put
 me in such a mess for - the
 days - I gave you me the
 \$100. I could fix it. Then the
 the next time I saw him - was
 Labor Day in 57th St. Court.
 He ~~had~~ said to me: Now you got
 the \$100. I said I do I do have it
 He said to me wait a minute.
 He went in Court, came out
 came out to 6th Sept. (now you
 have the money it to my house
 this evening. - Then I asked Lawyer

0533

Stutter about it - and he said
 you had better not go to his house.
 I went around to Whites House -
 on 4-27th St. I saw by car.
 And I said to him the money
 that I had was borrowed and
 I gave it back. And he said
 alright you had better come
 over see me - tomorrow. I did
 not go and see him -
 on the morning of the 6th. Mr. Cohen.
 5 \$10.00 bills all marked with
 small letter A - on back of bills.
 Then I went up to Court -
 I met Officer Irving and family.
 They fighted - they told me of
 the took the money - to put my
 handwriting up to my eye.
 I started to go down to - 3rd St.
 and walking down on the West
 Side I was crying at Shaw, Madison.
 He jumped off a car and
 came to me. He said. "Will
 you get the money - I
 said Mr. White it is been how
 times I could not get a
 \$100 but I got \$50.00. Will that
 do - You could get a year
 if I want to - but if you

0534

Promise to bring me the other \$50
 I will take this I said - I will
 bring the other \$50. He said
 It was not all for him - the
 money had to pay to some
 of the Creek cases and a
 little to my body. He stopped
 - I walked to the camp - I made
 a sign - I did not look
 back - but saw him creep
 into camp - then

Paulina Spino

August 18th -

0535

Pro.
vs. Marshall L. White } Exhibition.

A Simonis - of 2292 - 8th av.
Was a Merchant Sailor at that
place. Says there was a column -
of 210 - W. 123rd came into my
store about 9 am. And said to
me please put a private mark
on these bills - They were 5⁰⁰ Ten
Dollar Bills - I marked the bills -
into letters I think - I have not
seen the bills since.

A Simonis

0536

Pro.
21.
Marshall L. White.

Stewart A. Simons.
Jan 16th '95.

ver 43

The People
 Marshall L. White / Court of General Sessions, last one
 Before Judge Cowing, Feb. 20, 1895.
 Indictment for Extortion.

Paulina Spedo, sworn and examined, testified.
 I live 227 East Fourteenth street, New York.
 I am married and have six children.
 My husband and I owned two flat houses
 Nos. 150 and 152 East Twenty Seventh street;
 we owned them in July 1893; we were
 arrested some time in July on Mr. White's
 complaint charged with keeping a dis-
 orderly house; we went up to Court, we were
 brought before Justice Koch in Fifth Avenue
 street Court. I don't know the date, but
 it must have been the end of July; we
 plead not guilty, and the examination
 was adjourned till September. I met the
 defendant White in a August. During
 that time I had sold the house to Rosa
 Cohen, the wife of ~~Mr~~ Cohen and I
 moved out on August the 6th. I must have
 met White in Court; he made the same
 trouble for Cohen, he had him arrested.
 I went to go back up in Court and met
 White there. He said, that he is
 not working for fun - if I would
 give him a hundred dollars he would
 fix my case all right; if not, he
 would make it very hot for me."
 I told him I would see about it.

0538

I did not know what he meant by it. I
 felt myself innocent. Why should I give
 any money? I never kept such a house
 I spoke to the officer and told him about
 it. I spoke to the Captain about it. I moved
 from there to Ninety Third Street. I traded the
 house. I did not move there long. I moved
 two weeks after to 123rd street. No. 107 East
 123rd street. in the end of August. I met
 the defendant once in Twentieth Street.
 sometime in August. He said, "Did
 you make up your mind to give me
 that hundred dollars?" I told him I would
 see him. He said, "I did not," do more
 than the police. I do not know what
 he meant by it. That is all the con-
 versation I had with him then. he went
 away. I did not meet him again until
 I met him in Court. I guess it was on
 "Labor day," in September. Our trial was
 to be on the 1st. He asked me again
 for the money. He said, "Did I have
 the hundred dollars with me?" I said,
 I did have it. ^{he said,} "Wait a minute. I will
 go into Court. I suppose he found
 out that the case was not coming
 up. It was adjourned for two days.
 He came out and told me I had better
 come up and meet him at his house
 I wanted to ask my lawyer. Mr. Feiner,

I did not know what he meant by it. I felt myself innocent. Why should I give any money? I never kept such a house. I spoke to the officer and told him about it. I spoke to the Captain about it. I moved from there to Ninety Third Street. I traded the house. I did not move there long. I moved two weeks after to 123rd street. No. 107 East 123rd street. in the end of August. I met the defendant once in Twenty Seventh St. sometime in August. He said, "Did you make up your mind to give me that hundred dollars?" I told him I would see him. He said, "I did not," he could do more than the police. I do not know what he meant by it. That is all the conversation I had with him then. he went away. I did not meet him again until I met him in Court. I guess it was on "Labor day" in September. Our trial was to be on the 4th. He asked me again for the money. He said, "Did I have the hundred dollars with me?" I said, "I did have it," ^{he said,} "Wait a minute. I will go into Court." I suppose he found out that the case was not coming up. It was adjourned for two days. He came out and told me I had better come up and meet him at his house. I wanted to ask my lawyer, Mr. Steiner,

for advice. I did go round to White's house on the 4th of Sept. it was round towards evening. He lived in East Twenty Seventh street. between Third and Lexington avenues. He asked me did I bring him the money. I told him the money I had with me in Court was borrowed money and that I gave it back, that I would see him again and have the money ready for him. He did not specify any time. I did not see him again until the 8th or 9th of September. I met him on the avenue near the Court. I went up to the Court. I had fifty dollars in five ten dollar bills with me. They were mine. I gave them to Mr. Cohen to mark for me, and he gave them back to me. The bills now shown to me are the bills; they have the letter A. on the back. I met police officers and I told them about it. They told me to give them a signal, which was to put my handkerchief up to my mouth and nose when I gave the bills to him. I was on the west side of Third avenue between Fifty Sixth and Fifty Seventh streets. I stood looking at a show window; it must have been after ten o'clock in the morning. I had the money in a pocket book which I held in my hand. Mr. White came to me and

he said, "Have you got the money with you?" I said, "Mr. White, I have ~~you~~ got fifty dollars off this lady." He says, "I have got about thirty five dollars expenses, and it will take me a few days to fix that, but I will take it if you will promise me to give me the other fifty dollars." I said, "yes, I would." Then he took the fifty dollars. What else did he say about punishment, anything? He said if I did not I would get a year or two.

By the Court. He said, if you did not give him fifty dollars you would get a year or two?

Yes. Where? In Court I suppose. I don't know where. He said he would make it hot for me; he said that before.

By Mr. Townsend. He meant by that punishment?

Yes, punishment

By the Court. He said if you did not give it to him you would get a year or two? Yes. Then you handed him these five ten dollar bills? Yes. What did you do then? Then I walked towards the Court and gave the signal. I did not turn back about. I went into the Court room and sat down. Did you see him after you saw him on the Avenue? The next I seen of him was in the Court room he was brought in with the money in his hand by two officers. Then I

made a complaint against him. Our trial was to be on that day; we were honorably discharged. I had known White before only by seeing him in the neighborhood. I used to see him hot summer nights. I believe he came in once in my house and wanted me to sign against some saloon keeper in the house. I would not do it, for I did not know anything wrong about it, and he was down on me ever since.

Cross Examined: I was arrested on the 24th of July 1893 on the complaint of Marshall L. White. I pleaded 'not guilty'. I do not remember ever giving any bail. This complaint was first brought before the attention of Justice Koch. I did not see him again. I never demanded an examination in the Police Court and never had any. I may have given bail, but I do not remember. White said he did not care for my six children, he would make it hot for me and send me away for two years. I am known on the East side nineteen years and never kept such a place and never intended to. These houses 150 and 152 East Twenty Seventh street that you own is west of what is known as Broadway alley? I don't know.

Broadway alley. I have never been through
 it. I have seen Mr. White go into the alley
 but I never went in there. I lived in
 the big flat in East Twenty Seventh street
 almost three years. My husband bought
 it; it cost one hundred and twenty thousand
 dollars. I have six children to attend to.
 How many families live in that house?
 Thirty six. What was the gender of
 most of them, were they males or females.
 They lived man and wife. I am sure
 about it. If anybody would have said
 that the law says, "Show a marriage
 certificate," I would ask it, but as the
 law did not say so, I did not ask
 for it. Mr. Cohen bought our house. I
 did not know him until the real
 estate man brought him to the house.
 I was told that White made a complaint
 against Cohen. I was not aware that
 the complaint was made by a detective
 of Police. I gave the defendant the fifty
 dollars on the corner of Third Avenue
 and Fifty Seventh street on the sidewalk
 in plain daylight. The detectives must
 have stood on the corner somewhere.
 Then was the arrangement made for
 you to meet the detectives on that
 corner? It must have been the day
 of the trial on the 4th between ten and

eleven o'clock. Where did you get those
 bills marked? I gave them to Mr. Cohen
 to mark them, but he did not mark
 them. He gave them to a friend to mark,
 I think the name of the man is Simon.
 I never met the man and don't know
 him. Mr. Cohen gave me the bills
 back. It was up in Harlem. My lawyer
 Mr. Steiner was the first to suggest mark-
 ing these bills. I told him Mr. White wanted
 money and he said, "Give it to him."
 The janitors of the house in Twenty Seventh
 street must have heard Mr. White ask
 me for money when she was on the
 stoop. Before I moved to East Twenty
 Seventh street I lived in 330 Fifth Second St.
 between First and Second Avenues. I lived
 there about six months and before that
 I lived in Houston street near Sheriff
 st. for ten years; we had a store
 there, ornamental California grass and
 Florist's supplies. I don't know where I
 lived fifteen years ago. When I left
 Twenty Seventh street I moved to 107
 East Ninety Third street. I only lived there
 two weeks. I owned that property and
 sold it the same month I bought it
 in August. After that I moved to 107
 East 123rd street. I lived there about
 eleven months until the house got

8 foreclosed; they foreclosed on me. After that I moved to E. 118th street, the number was 113 or 115, on the north side between Fourth and Lexington avenues. The houses that I lived in since I lived in Twenty Seventh street were flat houses. There must have been about thirty rooms furnished in Twenty Seventh street. Did you ever ~~see~~ ^{see} of any woman exposing herself nearly naked at the front window? I never saw it. Did you ever hear of it? No. I lived there with my six children in the house. The Captain of police nor any of the officers did not encourage me to give the defendant money. I was afraid when he threatened me and that is why I gave him the money. When I gave him the money I was not afraid because he said he would take everything back. Don't you know as matter of fact that he interceded for you because you promised to move from that flat house? I do not. That is the truth. He stated to me that he had to give every one in Court a little to fix it all right. I have never been arrested before. Mm and Jorie Cohen were arrested about the 17th of August. Do you remember whether this defendant went through any examina-

in writing or otherwise? I guess he was
 He got up and asked the Judge to allow
 him to speak, but I did not pay any
 attention to what he spoke. Can you explain
 why it appears in these papers that the
 Cohens were held to a thousand dollars
 bail and you were not held to any
 thing at all? I could not tell. I had
 nothing to do with the Cohens at all.
 What did this White say to you when
 you gave him the fifty dollars on
 the sidewalk? He said to be sure
 and give him the other fifty. He said
 he had thirty five dollars expenses, but
 I did not know what that was for; he
 demanded a hundred. State to the
 jury the words which were contained in
 the threat and all the words? Perhaps
 I cannot speak exactly like him. I am
 a foreigner, but I will as near
 as I can. He said if I did not give
 him a hundred dollars he would
 make it hot for me, that I would
 get a year or two. That was the lan-
 guage he used as near as I can
 say it. He said he would fix it
 with the clerks. Do you remember in
 March 1893 that a raid was made
 on that house in East Twenty Seventh
 street where you lived and a man

named Jeremiah Crowley and a woman
 named Martha Ryan were arrested - do
 you remember any women living there
 Alice Clayton, Belle Johnson? I do not
 remember such names. Do you remember
 that a man named Crowley who was ar-
 rested on this raid was sentenced to ten
 days imprisonment and that the woman
 Martha Lynn was held in five hundred
 dollars bail? I know Martha Ryan, but
 I do not remember Crowley. You rem-
 ember that a woman named Clayton
 was sentenced to six months? I let a
 flat to Capt. Ryan's niece. I do not
 know why she was arrested. You never
 heard anything wrong about that house
 yes. Is it not a fact that there was
 an arrest made there for disorderly
 conduct or for keeping a disorderly house
 about every month? There was an
 arrest made after. I will show you how
 many disposals I have had. I
 did not take them in for that purpose
 If anybody came in to me and
 hired a flat for disorderly purposes
 you would not find a woman in
 New York to say that. I remember
 a Mr. and Mrs. Agam living in that
 house. Do you remember her being
 arrested for keeping an apartment for

prostitution in March 1893 in that house.

Yes. What became of her, did she get off?
I do not know what became of her

You remember that your husband was arrested before this defendant, that you were arrested with him, that Mr. Tero had you arrested in March 1893, was he not? I do not know anything about it, he never was away at night, he was always at home after six o'clock.

You do not remember that he was discharged by Justice Meade on April 6th 1893 on this charge of keeping a disorderly house? I do not remember

I do not know any Justice but Justice Brady and Justice Koch. I only say Justice Koch once in Court. Do you remember a man that lived in the house named Charles Martin and a woman, Sadie Mass. who were arrested on the same day you were arrested, on the 27th of July? I do not remember.

Do you remember somebody was arrested on the same day that you were upon the complaint of an officer and not upon Mr. White's complaint? I do not remember. It was soon after Mr. Cohen had the property that Mr. White made the same trouble for him that he did for us. I cannot

fix the date when Mr. White first asked me for money. It is almost two years now and I cannot remember dates. It was the day that I went bail for Mr. Cohen that White first asked me for money - that he first spoke to me in Court about money. It was in August, but I do not remember the date. Did you own any other real estate in the city of New York than that Ninety Third street house? Yes. Where did you own any real estate on August 18th when you wanted to go bail? You will ask my husband, he can tell you better about real estate matters. I can not; he is here; I have got other business to attend to than real estate business. I know I had some property. I had four houses, I was a heavy taxpayer. Why was it that you were rejected as bail? Because I was in trouble myself. The house in East Twenty Seventh street, where this trouble occurred, with Mr. White, is a double house Nos. 150 and 152. I had control of both houses while I lived there; there was a janitress; there were eighteen floors in each house; it was a five story and basement house and three apartments in each floor

There was eighteen tenants in the house. None of them lived in the basement; the janitress occupied one basement and I had the other basement and the parlor floor. The house must have been six stories and a basement. Most of them had furniture; there was a few unfurnished. How many furnished rooms were there in this house belonging to you through 1893? We had about eighteen vacant and there was about six had their own furniture; we had very few tenants. How many of these furnished apartments did you own the furniture in? Every one of them - that would be in the two houses about thirty. You kept what I understand to be a furnished apartment house did you not? Yes. You had the letting out of these apartments did you? ~~Yes~~ And the janitress Did you ever take the pains to find out the character of the tenants, the people who applied to you to hire apartments? Yes, I did in every instance except Mr and Mrs. Agron. I asked them who they were? They introduced themselves as Capt. Ryan's niece. I should think it was a very good reference; she was a dress maker. Did anybody come to

the house and say they were connected with Cornelius Vanderbilt? I do not remember. After she referred to Captain Ryan it was enough without your going to see Capt. Ryan about it? I should think it was.

By Mr. Townsend. Your case was never sent down to the Special Sessions? No, it never was. I remember Judge Koch said, "under parole," I did not understand what he meant. He said you were paroled?

The case was adjourned until Sept. 4th. I remember a little better now than I did yesterday what the defendant said to me. He said that if I did not give him a hundred dollars he would make it hot for me - he would send me and my husband to the Island for a year or two, and if I did give him a hundred dollars he would fix it all right, but if I did not he would go and find more evidence to bring against me, and he would put me and my husband to the Island for a year or two. He told me that every time he asked me for the hundred dollars. When you made the complaint against Mr. White did you tell the whole truth about the money he demanded of you? Yes I spoke nothing but the truth.

Lena Zimmerman, sworn and examined testified. I live at 150 East Twenty Seventh St. I am married. I know the complainant. I never lived at 107 East Twenty Third street, but I know she lived there. I was a janitress at 150 and 152 East Twenty Seventh street. I saw Mrs. Spero at that time; that was in the month of August 1893. I don't remember where Mrs. Spero lived at that time. I think she moved to Twenty Third street; I was janitress for Mrs. Spero before this. I saw the defendant White in August. I cannot remember whether it was in August or September, but I remember Mrs. Spero rung my bell between eleven and twelve o'clock on Saturday morning. I was standing in front of 150 East Twenty Seventh St and saw White there and Mrs. Spero walked up to Mrs. White. I was four or five feet away from them. I heard Mr. White say to her, "you see I can do more than the police." Mrs. Spero said, "Why did you do that - bring this poor woman in trouble?" Mr. White said, "He has got sixty more houses like that" (referring to Mr. Cohen). Mrs. Spero said he was a poor man now. Mrs. Spero said to White, "Well, you said yesterday if I could get you

a hundred dollars, you will let every thing go." He meant that case that was up at the time - the Cohen case - let it drop.

White says, "That is what I said, if you get me a hundred dollars, I will let you go." Was there any person present at that time save Mrs. Spero yourself and White? No. Mrs. Spero walked down and met Mr. White in front of his house once. That was all I heard.

Cross Examined. How many conversations did you hear between White and Mrs. Spero? I often heard them talk together. I only heard two conversations; one of them was in front of Mr. White's house. It was in 1893, but I do not remember the date; it was long before Mrs. Spero moved away; it was in the summer time. How long were you janitress in those buildings? I am there since the 9th of February and before that I was janitor at 420 East Fifth street. When the first conversation occurred between you and Mrs. Spero I had Mrs. Spero's little baby in my arm and walked down the block; she went home after the conversation. The second conversation was on a Saturday morning in August or September. I do not remember

which. That conversation lasted about 15 minutes. I have told you all that I remember of it. I did not hear the whole of it because I was talking at the time to a young man who boarded in the house. Do you think it was Saturday, Sept. 9th? No, it was before that; it was right after Mr. Cohen was arrested. I know Mr. Cohen's trial was to come up on the 4th of Sept. and I am positive it was before that. It was two weeks before his arrest that this conversation was had. Mr. Spero said to White, "you promised if I gave you a hundred dollars, you would let the Cohen case go. Did she not remark to White, "let some other case go? No. It was always about the Cohen case? I do not know. "Let the case go." I did not know which case he meant because I did not know anything about it. I know Cohen's case was on at the time. I was janitress. I do not know if that is the only case. Mr. Spero did not say which case it was. I think he meant the Cohen case. The house got foreclosed on Mr. Cohen. I don't remember when he left the house, whether it was in February or not. When Cohen left the house!

Mrs. Jacobs took them then and she is
 there still. I have been married five
 years and a half. I was married by
 Pastor Snyder in a house in New York
 on the 4th of October 1889. I don't remember
 if it was between Sixth and Seventh or Seventh
 and Eighth avenues. I was living six months
 in this house before she moved away,
 from the 9th of February 1893 till August.
 Do you remember an arrest made in
 or about March 1893? No. I don't know
 anything about it. Did you ever know
 the names of any of the inmates of that
 house during the six months? No. I knew
 a few. I don't remember the names of
 Jeremiah Crowley, Martha Ryan, Alice
 Clayton, Bella Johnson, ^{but} Ella Agram. I do
 remember; she lived in 152 East Twenty
 Seventh street; she lived on the second
 flat. Do you remember whether Ella
 was arrested in the Spring of 1893? No.
 I saw her husband go in and out
 every day. Don't you remember that
 Mr. Perso was arrested in March 1893?
 No, not in March 1893. I came in February.
 I don't know anything about it. You don't
 remember the fact that Ella Agram
 was arrested on the same day that
 Perso was? No. Did you ever hear
 of anybody being arrested out of that

flat house at all? No. As janitors would you be likely to know if there was any person arrested? Certainly. We have lived there two years. Did you never hear of anybody being arrested in that double flat house? No, not while Spero was there.

Charles G. Fichtel, sworn and examined testified I am a police officer connected with the eighteenth precinct. I recollect the morning of the 6th of September. I was in front of the Fifty Seventh street Courthouse about nine o'clock. I met officer Simoney. I had a conversation with him the night previous and as a result of that I met him at the Courthouse in the morning. He pointed out Mrs. Spero to me; she was on the other side of the street at the corner. I went up towards Fifty Sixth St on the east side of the street; she was walking on the west side of the avenue also down towards Fifty Sixth street. I was standing there watching her as I was told. A Third Avenue car passed going up and I saw Mr. White. After the car passed I saw Mr. White talking to Mrs. Spero. They were talking in front of O'Grady's dry goods store. I stood watching them; finally I saw Mrs. Spero hand Mr. White some money; I did not know what

it was at the time, but anyway he stood
 there talking to her and he put his
 finger up toward her face, and I walked
 across the street. Finally Mrs. Spero
 put her handkerchief up towards her
 face and walked up towards Fifth Seventh
 street, and I saw the defendant as if
 he was counting some money. I ran
 over and grabbed him by the hand
 and he seemed very much frightened;
 he looked very excited and he says,
 "It is all a put up job." I was a fool.
 I says, "In what way?" He said, "for
 taking that money in the street. If
 I had Mrs. Spero come up in my
 room and paid me money, I could
 have fooled the whole lot of you."
 I said, "that has got nothing to do with
 me." In the mean time Officer Timony
 came running towards me and he
 took him by the other arm, and he
 said, "What is the matter?" I says, "I
 am after seeing Mrs. Spero hand Mr.
 White some money." He says, "Is that
 so, where is it, let me see it." Here
 is the money. I took him to the Fifth
 Seventh street Court. Where was the
 money at the time? In the hand
 of White the defendant. Did you
 see Mrs. Spero just after you made

the arrest? Yes. I saw her at Court; she was walking toward the Court when I made the arrest; she was seventy five or a hundred feet from the defendant when I arrested him. The defendant was held under bail on Mrs. Spero's complaint. Had you ever seen White before? No. Did you ever see the Spero woman before that day? No. I did not take the money from the defendant. Officer Simony took it. I was acting under instructions received from Simony the night before. He was a special officer, and had to go round looking after excise cars &c. He told me he wanted me at ^{fifty} Seventh street the next morning in citizens clothes. I asked him what it was and I told him I would let him know in the morning. Did you have a talk with anybody else up there that morning beside officer Simony? Not that I know of. I might have talked to some people there, but nothing relating to the case. I know some of the lawyers who practice in that Court. I know a lawyer named Steiner; he was in Court in the morning of the 6th of Sept. I had a talk with him. Have you ever had occasion to arrest a man under like circumstances?

before or since for taking money? No.
 East Twenty Seventh street has never
 been on my beat. Do you know how much
 money officer Timony took away from
 him that morning do you? I know it
 was fifty dollars. I know it because he
 took him to Court. took the money out of
 his hand and put it on the desk. I
 saw Officer Timony count it. He had the
 money in his hand when I ran over
 there were five ten dollar bills.

James Timony sworn and examined
 testified: I am connected with the 14th
 precinct now, but in September 1893
 I was in the 18th. I recollect the 6th of Sept.

1893, and prior to that time I recollect
 meeting Pauline Spers. I met her some
 time before the 4th and I met her
 on the 4th and had a talk with her
 and on the morning of the 6th about
 nine o'clock I was at the ^{corner of} Fifty Seventh
 street ~~and~~ Third Avenue. I had a
 talk with the last witness. I first saw the
 bills now shown me at the corner of Fifty
 Seventh street and Third Avenue; they
 were afterwards taken to Court and
 marked. I examined the slip given
 to me and it corresponded with the
 numbers of the bills. I had the bills
 and I sent them to the property clerk.

Those bills I took from White's hand on the 6th of Sept. on the corner of Third avenue and Fifty Seventh street. Mrs. Spero had an appointment with Mr. White that morning. Officer Fitchel had hold of White's arm I saw the money in White's hands. I said, "Mr. White, I guess you had better give me that money, I understand it does not belong to you." He says, "It is a part of a job." He brought him into Court and Mrs. Spero made a complaint. He was put under bail, and that is all I know.

Cross Examined. The slip of the number of the bills was handed me in Court by Counselor Levy, who was Mr. Cohen's counsel. They were marked A on the back. I made the arrangement with Mrs. Spero the day before to give a certain signal when she paid the money to White.

At the Court she said she had the bills marked; she wanted to have Mr. White arrested; she said she made an appointment with him the next morning to give him this money before the case would come off. When I had a talk with lawyer Levy I had a case against Rosa and Mr. Cohen, the people who had been arrested at this same house in Twenty Seventh street upon my complaint. This Cohen case was on for

examination on Sept. 4th and on that
 same morning I had a talk with Levy. I
 guess it was ~~he~~ who marked the bills.
 The Cohen and the Spero cases were to
 come off the same day. The Eighteenth
 precinct covers East Twenty Seventh street
 where this double flat is located. I have had
 occasion to know something about that flat.
 Did you make a complaint in the
 South District Police Court before Justice
 Brady, not on information and belief, but
 of your own knowledge that this flat was
 let by Rosi and Wm. Cohen, for the
 purpose of allowing people to visit the
 said premises for the purpose of unlaw-
 ful sexual intercourse? I do not rem-
 ember as I did. Did you not in the
 same affidavit say that on the same
 date - that is on the 14th of August 1893
 on the first floor of the premises 150
 East Twenty Seventh street was kept and
 maintained as a house of prostitution
 by one Maggie Ryerson, as deponent
 is informed by Officer Michael S. Burns
 of the said 18th precinct police,
 and that deponent further says that
 the defendant Wm. Cohen did admit
 in the presence of Marshall L. White
 that the said premises were owned
 by his (Cohen's) wife? I cannot tell

that; they were only a short time having a house there. Is that your signature (paper shown) Yes. That affidavit must be true. It was taken on the 14th of August before Justice Grady in the prosecution instituted by me against ~~Mr.~~ and Rosie Cohen. Did you ever hear that this complaint of yours against the Cohens was dismissed on the 6th of December? No. I do not remember. It was dismissed as soon as Mr. White was arrested and had given bail. You did not think there was any connection between those two circumstances? I don't know. Do you know whether or not the complaint was dismissed because you had made a wrong affidavit? I do not. They had an examination, but I was not a witness. This complaint against the Cohens was not dismissed until the very same morning that Mr. White was arrested? Yes, that is the day it was down for examination. Did you have anything to do with any previous arrest in this house in East Twenty Seventh street? Yes. I was present at the arrest of three parties, but I was not the complainant. I assisted in the arrest. The character of the house from these raids was pretty well known to me. What was the reputation of that house

throughout the year 1893, was it what
 we call a house of good fame? I could
 not say that; they were furnished
 rooms; Mr. White was making complaint
 and we were doing the best we could
 to get what evidence we could. It was
 known as a house of ill fame was it
 not? I could not say; it was furnished
 rooms. "Garden flats" they call it. - Has
 there been anything to change your
 mind with regard to the character of this
 house since you made that affidavit?
 No, nothing at all. So that your opinion
 is the same now as it was when
 you made that affidavit? Yes. In this
 affidavit of August 17th you swear
 positively that Rosie and Mrs. Cohen
 let a portion of said building to be used
 for the purpose of allowing people to
 visit the said premises for the pur-
 pose of unlawful sexual intercourse, you
 still now this 21st of February 1895 remain
 of the same opinion that you were
 when you made that affidavit? That
 was the evidence we got there at
 that time. Did you know from
 the fact that there were preceding raids
 in these premises in March that
 it was a house of bad character?
 Yes; it had a bad name around

there, there was several complaints about it. Did you ever hear any of the tenants in that house making a complaint against any of the other tenants for carrying on the premises wrongfully? I do not remember. I do not know as I did. Did you ever know or hear anything about their being an opium den in those flats? Yes. Do you know that Sergeant Kelly made a raid on what was supposed to be an opium den in those flats? No. I do not to my knowledge.

It was me that drove it. Sergeant Kelly was in charge of the station house then.

When was that raid made? I cannot remember the date. Was it in the same year, 1893? Yes, the same year. Was it before you made this arrest of Cohen in August of that year? I do not remember. Was it while Mrs. Spers was in the house? I cannot say for sure.

Can you remember what Court these people were brought before when arrested? The Fifty Seventh street Court. I think Justice Grady was sitting. I think it was in the fall of the year. I remember going to Mr. White's house one evening about ten o'clock at night. You had a conversation about their being opium joints in that flat? Yes, I think so. You had a

conversation with regard to getting evidence or prosecuting ^{those} people? Yes. Did Mr. White encourage their prosecution? Yes. Sergeant Kelly was in charge of the station house then and Capt. Gallagher was away on his vacation. Now that circumstance can you fix about what time in the year it was that this raid on this opium den was made? It was long after that. I did not see Mr. White counting the money over on the sidewalk. What did you first say to White when you went up to him? I said, was this what he was playing police for? I said, "Mr. White, I guess you had better give me that money. I understood it don't belong to you." In reply to that he said it was a put up job.

The Case for the Defence.

testified.

Marshall L. White, sworn and examined. I am 46 years old and reside at 140 East Twenty Seventh street, and have lived there eighteen years. I do not own that house but Edward Kearney does. He has been landlord of it about thirty eight years; he was the landlord all the time that I was tenant there. I am a clerk for R. R. Roosevelt 33 Wall street and have been for six years. I have been his confidential clerk, collecting

accounts and banking monies. Dr. Goodale lives next door to me and Mr. Jones next to him; they are respectable houses; Dr. Goodale has been there forty years and Mr. Jones fifty years. Have you had any occasion to prosecute tenants in that block on Twenty Seventh street between Lexington Avenue and Third Avenue? Not to prosecute; we have been able to get rid of them heretofore without going to such extremes. Have you been one of the parties known to have taken remedies against them to remove them from houses there? Yes. I guess I have been engaged every time. For how long have you been engaged in such a crusade? Sporadically running along ten years, probably it would average once a year. By getting rid of one we would scare somebody else. and they would move out. What kind of houses were they? Bad houses - regular women houses - parlor houses they call them. When was this house 150 and 152 East Twenty Seventh street erected? I should think about 1889. They were erected by this same Jacobs that now owns them. Do you know how long Mrs. Spero lived there? No. I never heard of Mrs. Spero by name, I may have seen her and not know

her. Did you have occasion to ~~investi-~~
 gate the character of that house? It
 was before my eyes so plainly that I
 could not help seeing it. So as to have
 legal evidence I went in myself on
 solicitation. Did you discover evidence
 of its character? Yes. The character of the
 house was a house of ill fame. Every
 woman in it was a prostitute with
 the exception of that woman I went in
 to interview. I mean the tenants. I
 guess there was a hundred women
 in that double flat all the time. I
 know the house was a house of ill fame
 because they would solicit men and
 bring them in there. I went in at their
 solicitation up to the fifth floor. Was this
 before your prosecution of Mrs. Spero?
 Yes. I went three different times within
 a year. In the month of July did you
 have any evidence that this was a
 house of prostitution? Yes. I saw women
 go out in the street and pick up
 a man and take him in and
 come out and take in another. I
 made a complaint and Mrs. Spero
 was arrested, and some time in the
 middle of next month the new tenant
 Cohen was arrested. Did you have
 any talk with Mrs. Spero about the

continual arrest of tenants or occupants
 of the house? No. Did you ever hear her
 charge that it was you who was arresting
 the Cohens? She did remark to me about
 the arrest in her house, but that was before
 I had her arrested, and I was totally
 ignorant of the arrests that had been going
 on by the police. That was sometime in
 the previous part of the year? I guess it
 was probably in June. She thought it
 was I was prosecuting her. Before this
 July somebody had been making com-
 plaints and I did not know anything
 about it; she thought it was I. I had con-
 versations with her in August - one that
 I remember in Twenty Seventh street and
 one in the Court house. There was no
 conversation about money. I had another
 conversation in Fifty Seventh street Court.
 I asked her if she notified Cohen of
 the character of the house? She said
 she did, and I reported the conversation
 to Justice Grady. This was after Cohen
 was arrested. I was a witness in
 Cohen's case, and that is what took
 me up to Court. Cohen admitted to me
 that the premises 150 and 152 East
 Twenty Seventh street was owned by Cohen's
 wife. The man was not under arrest
 at the time. Timony had made

continual arrest of tenants or occupants
 of the house? No. Did you ever hear her
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 Twenty Seventh street was owned by Cohen's
 wife. The man was not under arrest
 at the time. Timony had made

the charge. Cohen was there but denied being the owner. Timothy made his affidavit after this admission was made. Mrs. Cohen was down in a carriage at the front door; and I notified Justice Grady and he sent for her and then put her under arrest. I had a conversation with Mrs. Spear on Labor Day, Sept. 4th in the entrance of the Court house. She came down without her husband; she understood that she was going to be held to bail. I said, "I don't see why they are going to do that; there is no charge against you; you have committed no crime, have you, since you were committed?" She said she had not. The agreement made with Justice Kerk was that the objectionable people were to be removed from the building. She came down to my house and we had another conversation about her going to be bailed. She wanted me to take money. I said, "I cannot do it. I said, there is no necessity for it, and I don't want to have anything to do with ~~anything~~ like that." She talked and talked, but I held to the same thing. I tried to encourage her - that if she did not commit any crime since she was arrested I did not see why she should be

~~and he goes~~ about it. I guess that ended that conversation on that day. Come to your experience on September 6th as you were about entering the Courthouse I walked up on the East side of Third Avenue from Fifty Third Street Elevated Station and got between Fifty Sixth and Fifty Seventh streets; she was up by the building looking up and down the street, and then she called me. I went to her. She began to talk about her husband and children and in reference to being held to bail. It was the same thing repeated over and over. You must be sure I was pretty well fagged out by this time. I had been going to Court twice a week for several weeks and I wanted to get rid of the thing. I impressed upon her very strongly that she would not be held to bail because she had committed no crime. She said, "Oh, White, I would be willing to trust you, if you will do it for me." I could not give you the details; she put out her hand. I did not know the money was in her hand any more than I knew she was going to do the thing after it was in my hand. It was in a roll. The only thing I could do was to throw it in her face. If

I knew as much as I know now, I would have done so. I gave the Police notice of a charge she made to me some time before against the police. She denied it to Capt. Gallagher that she ever said this thing. There was a question of veracity, and I did not want to have my word doubted, and I asked her, when she got to the Court room to say to Capt. Gallagher what she said to me about Madam Agarn. She made a charge against the police. She told me and I insisted upon her notifying the Police Commissioners. I referred to that on Sept. 6th in my talk with her. She handed this bundle to you, what did you do then? Then I took the envelope out of my pocket and was going to seal it up when Officer Fichtel came over and said, "I will have to arrest you." I said, "All right. Why didn't you wait till I got over to the Court room?" He said, "There was a cat there and I was afraid you would jump in and get away. All that conversation that he gave ^{here} ~~there~~ I have no recollection of one word of it.. Officer Fichtel said that after the money was paid he saw you counting it? I have no doubt I

looked at it; it did not take long to count five ten dollar bills. Probably I used the words, that it was a "put up job." Did you say that you were very silly to have taken money in the street? No. Did you say anything like it? I cannot conceive how I could have ever said anything like it. Officer Fitchel says that you made the remark if you had been paid the money in your parlor it would have been all right? Not to him - I said that to Justice Grady. That was when the charge was made against me. I never spoke to Mrs. Spero in any shape whatever about money. I never asked her for \$135 or for \$50. for any purpose - Did you or did you not when she paid this bundle of money which you counted and which was discovered afterwards to be fifty dollars ask her to get the rest of it for you? There was no remark made to her afterwards. She backed right away from me. I says, "Hold on, we are going over to Court together," she went right off.

Cross Examined. I worked for George C. Hunt & Co before I worked for Roosevelt. for five years. I had a disagreement with them. There was a party in there playing the races that I was very thick with

and that brought me into disrepute. I was getting a salary of fifteen dollars a week when I was arrested. I own no real estate in New York. I am married and I have lived with my wife since our marriage; she was without property. We have a three story basement house handsomely furnished which we let out to gentlemen. You hire a house and then you sublet rooms furnished. Had you ever been prior to the 27th of July been to the police authorities about Mrs. Sperry's house? No - not to a local police department. A delegation of seven or eight of us went to Police Headquarters. I acted as spokesman to President Martin, and he then requested us to put our complaints in writing and send them to him and he would have it attended to. I sent it to him previous to July 29, a week or two weeks before. I have been engaged in this crusade business I guess ten years; it would come every once in a while. We lodged no complaint; we would go to the local police and we found it would be removed. Was this the first instance where you was necessary for you to swear to a complaint? For myself as far as I am concerned it was the first. How much money did you have in your pocket the

morning that Mrs. Spero gave you the money? Of my own probably I had fifteen or twenty dollars and I had three hundred or three hundred and fifty dollars of my employers money in my pocket. Judge Grady questioned me about how I got possession of the money and I told him and he held me for the action of the grand jury. What were you going up to the Police Court for that morning of the 6th of September? I was notified in the Cohen case. I did not know that the case was adjourned until that morning. I was present on the 4th of September but I did not see Mrs. Spero in Court. Timony told me to be sure to be there at half past nine Wednesday morning. I was the complainant in the Spero case. I was only a witness in the case against William and ^{Rosie} ~~Lizzie~~ Cohen and Mr. Timony was the complainant. That case was set down for the 6th of Sept.

Redirect Examination

This case against the Speros was the first one in which you had put in any complaint at all against anybody in the flock? Yes. That is, I mean a complaint made by you personally in the Police Court? Yes. Before that you had not gone to any police station

but called at Headquarters to have a complaint put in there? Yes. That was long before July 27? About two weeks. Had anything been done as far as you know by Police Headquarters regarding this petition that you and several ladies had put in down there against that house? Do you know whether anything had been done by President Martin upon the strength of your prayer that you had all made down there to close the house up? No. I knew of nothing that he had done against the house. I went at two o'clock in the morning to get the evidence myself. I never went in any other block to pursue an examination of houses of ill repute. I always have been confined to Twenty Seventh street between Lexington and Third Avenues.

By the

Court. I understood you to swear that you never demanded fifty dollars or any other amount of money from Mrs. Spew? Yes. You did receive fifty dollars from her on the 6th of September in Third Avenue near Fifty Seventh street? Yes. Your explanation to this jury is that it was shoved upon you without your knowledge or consent and that is all you know of it? Yes sir. There was no agreement; no words passed,

between us. You took it? I did not. You
 had it? Yes; you can have a good
 many things that you do not take.
 Did you hear her say, what is this
 for? what are you leaving money with
 me for? No. I did not; she backed
 right away from me. You could halloo?
 I know. She did not get out of hallooing
 distance? I wanted to know what it
 was for because it was uppermost in
 her mind, that is as far as the con-
 - versation was concerned - I have me
 act as a friend - to get a lawyer and
 get bail in case she was held to
 bail. Did you think it a rather
 singular proceeding a woman should
 put fifty dollars in your hand and
 swear that you were complaining
 against her? No. I did not consider
 myself a complainant against her at
 the time. I do not know whether the
 papers show it. You made a complaint
 against her? She had just a summons.
 You did not think it was singular
 that a woman you made a complaint
 against would give you fifty dollars?
 I did consider it singular. Why didn't
 you say, "Here, come back, what is
 this money for? you do not owe
 me any money?" The money was

for the purpose of getting bail and an examination, for I was a friend.

"You did take the money voluntarily to get bail for her? No. The only thing I did not do was that I did not throw it in her face after it got into my hands. I could have thrown it on the pavement. I did not have it in my pocket. It was in an envelope. I was going to hand it to her. You did not say a word to her, she went off and left you with the money? Officer Fitchel was there as soon as she started back.

What did you say to her after she gave you the money? I says, "Hold on, we are going over to Court together. By that time the officer turned up and she was away. How long a time passed between the time she had given this bundle to you and the time you said, "Hold on, we are going over to Court together" As fast as I could utter it.

Had you ever agreed to get Counsel for her, or get bail for her or to prosecute her if she did not give you any money? No.

The jury rendered a verdict of guilty of an attempt to commit the crime charged in the indictment

0579

Testimony in the
case of
Marshall L. White

filed

Sept.
1893

100 Cts

0580



CITY
OF NEW YORK,
DEPARTMENT OF DOCKS,
COMMISSIONERS
J. SERGEANT CRAM, PRES.
JAMES J. PHELAN, Treas. ANDREW J. WHITE.

AUGUSTUS T. DOCHARTY, Secy.

PIER "A" N.R.
BATTERY PLACE.

New York, Feb'y. 25th, 1895.

Hon. Rufus B. Cowing,

Court of General Sessions.

Dear Sir,-

In the matter of Marshall L. White, recently convicted in your Court of extortion and now awaiting sentence at your hands, permit me to state that, having been personally acquainted with him for a number of years, I deem it my duty to inform you that to the best of my knowledge and belief, he has always been a man of strict probity of character, integrity and honesty.

In administering justice in this case, whatever mercy can be shown, will under the circumstances, be an act of impartial justice, when his past record is fully considered.

Yours respectfully,

Augustus T. Docharty

0581

INVESTMENT SECURITIES,
REAL ESTATE AND GENERAL INSURANCE.
R. B. ROOSEVELT, JR.,
33 WALL STREET.

NEW YORK, Feb 25th 1894

Hon Judge Cowing.

Dear Sir

I have had Marshall
L. White in my employment
either individually or in
connection with a company
for six years. During
that time he has collected
many thousands of dollars
& I have never had the
slightest reason to doubt
his integrity. At the time
the charge was made
against him on which
he has just been convicted

0582

2
INVESTMENT SECURITIES,
REAL ESTATE AND GENERAL INSURANCE.
R. B. ROOSEVELT, JR.,
33 WALL STREET.

NEW YORK, 189

I demanded an explanation
which he gave to me in
a satisfactory manner.

I am confident that
injustice has been done
by this conviction & hope
you will show what
leniency you can.

~~Samuel~~
R. B. Roosevelt

0583

33 WALL STREET,

NEW YORK,

Feb 25 1895

Hon Rufus B. Loring
Cmt of Land Comm

My dear Sir — I learn with deep
regret the conduct of Mr. L. White under circumstances
which I think must
be wholly in error or
under misapprehension — I
know Mr. White well and
he occupies a very
confidential position and
I have my confidence in
his honesty and truthfulness —
Of the entire story
apart from I feel confi-
dent it must be caused
entirely — and probably
by malice — I am sure
that any opportunity will

0584

Constitution may be
shown him as I truly
feel. he is entitled to
all this and being
it from his long and
honorable work —

I am sincerely yours

L. J. Woodhouse

0585

Court of General Sessions.

The People of the State etc.

aget

Marshall L. White

To the Honorable Rufus B. Lowing,
City Judge:

The petition of the undersigned, respectfully
shows:

We have personally known Marshall L.
White, of No 140 East 27th Street, New York City,
for many years, and know him to be a gen-
tleman of probity and respectability.

We cheerfully certify to his good character
and usefulness as a citizen who has ever been
faithful to his family and to his acquaintances.

We are pained to hear of the verdict
against him, which to us seems incredible
in view of his past honorable career. We
have never heard of any other accusation of
any kind against him.

And we pray that he may receive clemency
from the Court, and that the Court may find
it consistent with justice not to sentence him
to imprisonment.

Dated, New York, February 25th, 1895.

Edmund Kearney 10 East 30 St.
Deputy J. D. Kearney 10 East 30 St.

R. B. Roosevelt 57-6 av

G. Troodhouse 34 West 53rd
J. S. Scott s.d.s. 39 + 41. 4. 27th St.

0586

Mary E. Boman Mrs. Ed. Sam
148 East 27 St

~~Dr J. B. Jones~~ 92 Lexington Ave

Mary E. Buel. M.D.

122 Lexington Ave.

Michael J. Murray

346 4th Ave

Alfred Goodell 142 E. 27 St

Mrs Caroline M. Jones 144 East 27th

Chas. Korn 370 Third Ave.

Jacob Squire 370 Third Ave.

Daniel Mearns 128 East 27 Street

William B. Glassford 705 E. 135th St.

Miss Emma Turner 145 East 27th

Mary Turner 145 East 27th

Mrs. Frances Aguirre 141 E 27th St

M. Livers 99 Lex. ave.

0587

General Sessions.

The People of the State v.

vs.

Marshall L. White.

Petition for Clerkeny.

0588

141 East 27th Street
New York February 25th /95

To the Honorable Judge Conroy
Mr. Marshall White who
is now before you to be tried for
a charge of Perjury. I have known
for the last twenty years he is
my neighbor during that time.
and I consider him in every
particular as an upright, sincere, true
hard working and honorable honest
Man, one of those who has
done much to keep our street
respectable and in every way
a neighbor to be desired
Respectfully
Wm. J. Hagin

0589

N.Y. Feb 25/95

Hon Judge Coving

Dear Sir

I cheerfully
testify to the general good
character of Marshal L
White, having known him
for many years as a
respected and honored citizen
of the district

Yours Truly

James S. McHenry

438 South Street

0590

142 EAST 27TH STREET,

NEW YORK, Feb 29th 1895

To the Hon Judge Corning

I wish hereby to bear testimony
to the good character and reputation
of Mr. Marshall White - having lived
next door to him for nearly twenty
years, and been engaged with
him in several instances in the
work of breaking up disorderly houses
in the neighborhood —

I believe he is the innocent
victim of an outrageous plot - to punish
him for his effort in breaking up
the vile houses known at that time
as the Garden Flats —

Respectfully

Alfred Gorrell

0591

* St. * Stephen's * Church *

PASTORAL RESIDENCE,
142 East 20th Street.

New York, July 24 1895.

Mr. Judge Conover,
Dear Sir -

I beg to say a
word of recommendation for Monchal L.
White who is on trial before you on a
charge of bribery. - He has been a resident
of this district for twenty years, and has a
good reputation for virtue and honesty. -
I believe he is fully acquitted and, by
your honor will take into consideration
his respectable career in comparison with that
of those accusing him.

Yours With Great Respect
Chas. H. Colton

The P. O.
 W.
 Marshall L. White }

Officer Frazier of the 18th Maine
 Says that on the 6th of September
 1893. at the 57th St. Court
 about 9 am. I met Officer
 Frazier. He said he had
 told me the night before
 to be at the Court at 10
 City was clothes. The next
 morning. I met him there
 the next morning. And he said
 to me - to watch a lady by
 the name of Spiro - Was the
 pointer out to me - She was
 standing on the S.W. Corner of
 3rd and 57th St. I saw
 and I saw Harry on the
 N.W. Corner. Harry told me the
 expected a man named White to
 have Mrs Spiro some money. When
 I saw I was to run over and
 arrest White. Then Frazier left. He
 told me to stand on S.E. Corner of
 57th St. and 3rd and watch -
 Mrs Spiro - Harry told me she
 must signal - by putting her hand

over her eye - after the money
 was paid - I then crossed to
 East Side of 3rd Ave. - and
 stood on the corner the S.E. Corner.
 Mrs. Spiro was then on - S.W.
 Corner. She turned and walked
 down 3rd Ave. And when she
 had got in front of Grady's
 Dry Goods Store about in the
 middle of the Block. I had
 followed down on the East Side
 Avenue about opposite
 Grady's - When I saw White
 apparently jump off a
 car coming up town - and
 walked toward Mrs. Spiro -
 I saw him salute her - and
 she stood talking with her. Then
 I saw Mrs. Spiro raise her hand
 as if handing him something - and
 his hand met hers. I saw him
 enter his (2) doors - making the
 motion as though he was counting
 money. I ran across the street
 then and went up 3rd Ave. crossing
 57th St. - I ran over - and
 I caught White by the hand -
 and in that hand the Right Hand.

0594

He had the money 5. Ten Dollar bills.
He said Well you've got me -
I said Yes I know I have - The
days its all a put up job.
Then I walked him towards 57th St.
And met Officer Jimmy -
And he and I took him to the
Capt. Jimmy took the money out
his hand - I saw Mrs Spier
was about 100 ft. from him when
I arrested him.

Charles G. Fichtel

0595

See Per
24

Chen hull d. Mto

Antenna sp. in
Fr. ch. 100

May 16 to 95.

0596

New York,

April 19. 1894.

John R. Fellows Esq;

District Attorney

Dear Sir, It

some time since Marshal L. White
has been Indicted for blackmail
and still he has not been tried
I think in justice to the community
and myself he should be brought
to trial. Kindly attend to the matter
at your earliest convenience and oblige

Respectfully Yours
Mr Spiro
Complainant

This case was at one time in hands of
Mr Osborne - it was returned to Chf Clerk
about 2 weeks ago.

The Mem. on the papers was placed there
by Mr Osborne or his Deputy. Chf. Clerk.

0597

Police Court, 11 District.

(1353)

City and County } ss.
of New York,

of No. 107 East 123rd Street, aged 35 years,
 occupation Keep house being duly sworn, deposes and says,
 that on the 6 day of September 1893, at the City of New
 York, in the County of New York

Marshall L. White, now here, did
 willfully, unlawfully and feloniously,
 without defendant's consent, and induced
 by a wrongful use of fear, extort
 from defendant a certain sum of
 money to wit: fifty dollars, all of
 which is in violation of section 53rd
 of the Penal Code of the State of New York,
 for the following reasons. That on
 said date defendant was defendant
 in a certain action in the case of the
 People of the State of New York on complaint
 of the defendant Marshall L. White against
 defendant and defendant's husband
 Jacob Spiro, for the crime of keeping a
 disorderly house in the house nos 150
 and 152 East 24th Street on the 24th day
 of July 1893. That previous to the 6th
 day of September, to wit: on the 18th and the
 10th days of August 1893 and on the 4th day of
 September 1893, the defendant met defendant
 and on each day the defendant made
 certain overture to defendant, telling
 defendant that he, defendant, an associate
 of defendant, paying to some of our friends
 aged thirty five dollars, he, defendant,
 being the complainant in the aforesaid
 action against defendant and defendant's
 husband, would not prosecute the said
 action and that if defendant would
 not give him, defendant, the said
 sum of money, he, defendant, would
 prosecute defendant, and that defendant
 would have to serve two years in prison

That on the 6th day of September 1893
 met the defendant on the South West Corner
 of 57th Street and 3rd Avenue. That the defendant
 called a witness and when the witness met
 the defendant the defendant asked
 the witness if she, the witness had one
 hundred dollars with her for this defendant.
 That the witness told the defendant she did
 not have so much money and only had
 fifty dollars. That the defendant then
 told the witness to give him the fifty
 dollars which the witness did giving
 him, the defendant five ten dollar bills.
 That the defendant then told the witness
 to send him the other fifty dollars as
 soon as she could get the same, and that
 the defendant, would do the witness more
 good than a lawyer, and that the defendant
 would get the witness discharged
 from custody.

Therefore a witness says
 that the defendant is dead with
 according to law.

Given before me 3rd Paulina Spino
 this 6th day of September 1893

W. F. Brady

Police Justice

0599

Sec. 193-200.

4

District Police Court.

CITY AND COUNTY
OF NEW YORK, ss.

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

Question. What is your name?

Answer.

Marshall L. White

Question. How old are you?

Answer.

44 years

Question. Where were you born?

Answer.

Ireland

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

Answer.

6 140 East 24th St 18 years

Question. What is your business or profession?

Answer.

Clerk

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**Marshall L. White*

Taken before me this

day of

189

Police Justice

0600

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

Defendant

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

Dated, *Sept 6* 189*3* *W. H. Brady* Police Justice.

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

Dated, *Sept 7* 189*3* *W. H. Brady* Police Justice.

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

Dated, _____ 189 _____ Police Justice.

0601

BAILED.

No. 1, by Randolph F. Herzog
Residence 1978 Madison Avenue Street.

No. 2, by _____
Residence _____ Street.

No. 3, by _____
Residence _____ Street.

No. 4, by _____
Residence _____ Street.

Witnesses
Lea Zimmerman
150 East 27th
Jerome Cohen
2202 West 123rd
Emilia Reiderig
153 East 29th
82 E. 107th St.

Police Court--- District.

THE PEOPLE, &c.
ON THE COMPLAINT OF

Melina Sprub
Marshall L. Mink

Dated September 6 189
Grady Magistrate.
Imoney Officer.
35th Precinct.

Witnesses
No. 2292 St. James Street.
Officer Imoney
No. 35th Precinct Street.
Officer Fichtel
No. 15th Precinct Street.

\$ 15.00 to answer
Officer Remo
18th Precinct
Bailed to



0602

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

THE PEOPLE OF THE STATE OF NEW YORK,

against

Marshall S. White

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

Indictment accuse

Marshall S. White of
a Misdemeanor,

of the crime of

committed as follows:

Heretofore, to wit:

On the sixth day of
September, 1895, at the City and
County aforesaid, there was depending
before Thomas T. Fogarty, Justice,
then and now being one of the
Justice Judges of the said City of
New York, a certain charge against
Pauline Spino and Jacob Spino, for
having then lately before, at the City
and County aforesaid, unlawfully
kept and maintained a disorderly
house at the premises there situate,
known as numbers 150 and 152 East 24th
Street, which said charge had been
before referred by the said Marshall
S. White, who then and there and at
all the times herein mentioned had

removal of my dearest facts material
to the said charge, which said charge
was then and there about to be examined
before the said Thomas T.
Esquire, Police Justice as
aforesaid.

And afterwards, to wit on the said
sixth day of September, 1893, at the
city and County aforesaid, and before
the said charge had been so examined
by the said Police Justice, the said
Marshall F. White, late of the city
and County aforesaid, did unlawfully
take from the said Paulina Spira
the sum of fifty dollars in money,
lawful money of the United States
of America, and of the value of
fifty dollars, and an engagement and
promise thereof, upon an express
agreement and understanding between
her and the said Marshall F. White,
that as the said Marshall F. White
would withhold evidence of the said
crime and misdemeanor so charged
as aforesaid, and would abstain from
giving the evidence within his knowledge
touching and concerning the same, and
would not disclose before the said
Police Justice all of the facts and

matters so within his knowledge
 concerning the same, but would
 appear before the said Police
 Justice, and testifying as a witness
 more favorably to the said Paulina
 Spiro and Jacob Spiro upon the
 said investigation than he
 otherwise would have done;
 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 Marshall S. White of the crime
 of Extortion, committed as follows:

Therefore, to wit: on the sixth
 day of September, 1893, at the City and
 County aforesaid, there was depending
 before Thomas S. Fogarty, Justice, then
 and yet being one of the Police
 Justices of the said City of New York,
 a certain charge against Paulina Spiro,
 and Jacob Spiro, for having then
 lately before, at the City and County
 aforesaid, unlawfully exacted and

maintained a disordered house at the premises there situated, known as number 150 and 152 East 24th Street, which said drugs had been being prepared by the said Marshall S. White, and was then and there about to be examined by and before the said Thomas T. Reading, Esquire, Police Justice as aforesaid.

And afterwards, to wit on the said sixth day of September, 1893, at the City and County aforesaid, and before the said drugs had been so examined by the said Police Justice, the said Marshall S. White, late of the City and County aforesaid, did feloniously obtain from the said Pauline Spire, the sum of fifty dollars in money, lawful money of the United States of America, and of the value of fifty dollars, with her consent, induced by a wrongful use of fear, to wit: fear on the part of the said Pauline Spire, then and there induced by the said Marshall S. White by a threat of him then and there made to her, to do an unlawful injury to her person and property, to wit: to give evidence and cause to be given evidence, upon the said examination before the said Police Justice, against

0606

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

THE PEOPLE OF THE STATE OF NEW YORK,

against

Marshall S. White

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

Indictment accuse

Marshall S. White of

a Misdemeanor,

of the crime of

committed as follows:

Heretofore, to wit:

on the sixth day of
September, 1895, at the City and
County of New York, there was appearing
Judge Thomas T. Fogarty, Justice,
then and yet being one of the
Justices of the said City of
New York, a certain charge against
Pauline Brine and Jacob Spino, for
having then lately before, at the City
and County of New York, unlawfully
kept and maintained a disorderly
house at the premises then situate,
known as numbers 150 and 152 East 29th
Street, which said charge had been
duely preferred by the said Marshall
S. White, who then and there and at
all the times herein mentioned had

knowledge of said facts material to the said charge, and the said charge was then and there about to be examined and before the said Thomas, T. Spading Inquire, Police Justice as aforesaid.

And afterwards, to wit on the said sixth day of September, 1893, at the City and County aforesaid, and before the said charge had been so examined by the said Police Justice, the said Marshall F. White, late of the City and County aforesaid, did unlawfully take from the said Paulina Spiro the sum of fifty dollars in money, lawful money of the United States of America, and of the value of fifty dollars, and an engagement and promise thereof, upon an express agreement and understanding between her and the said Marshall F. White, that as the said Marshall F. White would withhold evidence of the said crime and misdemeanor so charged as aforesaid, and would abstain from giving the evidence within his knowledge and concerning the same, and would not disclose before the said Police Justice all of the facts and

matters so within his power as
 concerning the same, but would
 appear before the said Police
 Justice, and testify as a witness
 more favorably to the said Paulina
 Spiro and Jacob Spiro upon the
 said investigation than he
 otherwise would have done;
 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 Marshall D. White of the crime
 of Extortion, committed as follows:

Therefore, to wit: on the sixth
 day of September, 1893, at the City and
 County aforesaid, there was appearing
 before Thomas F. Fogarty, Esquire, then
 and now being one of the Police
 Justices of the said City of New York,
 a certain charge against Paulina Spiro,
 and Jacob Spiro, for having then
 lately before, at the City and County
 aforesaid, unlawfully kept and

maintained a disordered house at the premises there situate, known as numbers 150 and 152 East 24th Street, which said house had been duly ordered by the said Marshall S. White, and was then and there about to be examined by and before the said Thomas T. Reading, Esquire, Police Justice as aforesaid.

And afterwards, to wit: on the said sixth day of September, 1893, at the City and County aforesaid, and before the said house had been so examined by the said Police Justice, the said Marshall S. White, late of the City and County aforesaid, did feloniously obtain from the said Pauline Spire, the sum of fifty dollars in money, lawful money of the United States of America, and of the value of fifty dollars, with her consent, induced by a wrongful use of fear, to wit: fear on the part of the said Pauline Spire, then and there induced by the said Marshall S. White by a threat of him then and there made to her, to do an unlawful injury to her person and property, to wit: to ^{false} acquiescence and cause false ^{to be given} evidence upon the said examination before the said Police Justice, against

the said Paulina Spino and Jacob
Spino, whereby the said Paulina Spino
and Jacob Spino would be committed
to answer the said charge, and to
falsely cause and procure the said
Paulina Spino and Jacob Spino to
be convicted of the said charge, and
sentenced to imprisonment thereon,
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.

D. S. Sweeney, Clerk,

District Attorney

06 11

BOX:

535

FOLDER:

4873

DESCRIPTION:

Wierstin, Olf

DATE:

09/13/93



4873

06 12

Witnesses:

off Rickman

Counsel,

Filed,

Pleads,

Oball of Lancia
13 day of *Sept* 1893
guilty - 10

THE PEOPLE

vs.

Off Wierstin

Sept 3 - Sept 18 1893
Guilty and acquitted

CONCEALED WEAPON.
(Section 410, Penal Code.)

DE LANCEY NICOLL,

District Attorney

A TRUE BILL.

Ed Bloomington

Foreman.

et 130

06 13

CITY AND COUNTY }
OF NEW YORK, } ss.

POLICE COURT, / DISTRICT.

of No. 1st Precinct Otto Rickmann
occupation Policeman being, duly sworn, deposes and says

that on the 9 day of September 1893

at the City of New York, in the County of New York, he arrested

Alf Weston (now here) for carrying
and having in his possession and
attempting to use upon two other persons,
a certain weapon known as a slung
shot in Cherry Street in violation of
Section 410 of the Penal Code.

Otto Rickmann

Sworn to before me this

of Sept

1893

day

Alfred J. Justice
Justice

0614

Sec. 198-302

District Police Court

CITY AND COUNTY
OF NEW YORK

Olaf Westm being duly examined before the under-
signed 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. *Olaf Westm*

Question. How old are you?

Answer. *22 years*

Question. Where were you born?

Answer. *Sweden. 37*

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

Answer. *37. Rutgers Street. 2 months*

Question. What is your business or profession?

Answer. *Seiler*

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

Answer. *I am guilty.*

Olaf Westm

2 taken before me on the 11th of September 1919
[Signature]
 District Police Court

06 15

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

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

Dated, Sept 9 1893 _____ Police Justice.

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

Dated, _____ 189 _____ Police Justice.

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

Dated, _____ 189 _____ Police Justice.

06 16

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

114
Police Court---

959
District

THE PEOPLE, &c.,

ON THE COMPLAINT OF

1. *Edto Rickmann*
2. *of Westm*
3. _____
4. _____

Vis of Rickmann
Offense
410 of the Penal Code

Dated, *September 9* 189 *3*

Maude Magistrate.

Rickmann Officer.

24 Precinct.

Witnesses _____

No. _____ Street.

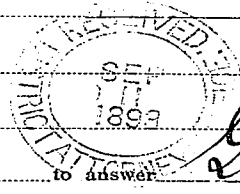
No. _____ Street.

No. _____ Street.

\$ *1000* to answer

chriz

committed



06 17

453

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

THE PEOPLE OF THE STATE OF NEW YORK

against

Olf Wierstein

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

of a FELONY, committed as follows:

The said

Olf Wierstein
late of the City of New York, in the County of New York aforesaid, on the *ninth*
day of *September* in the year of our Lord one thousand eight hundred and
ninety-*three*, at the City and County aforesaid, with force and arms, feloniously did furtively
carry, concealed on his person, a certain instrument and weapon of the kind commonly known as
a slung shot with intent then and there
feloniously to use the same against some person or persons to the Grand Jury aforesaid unknown,
against the form of the statute in such case made and provided, and against the peace of the People
of the State of New York and their dignity.

SECOND COUNT—

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

Olf Wierstein
of a FELONY, committed as follows:

The said

Olf Wierstein
late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at
the City and County aforesaid, with force and arms, feloniously did possess a certain instrument and
weapon of the kind commonly known as *a slung shot*
by him then and there concealed, and furtively carried on his person, with intent then and there
feloniously to use the same against some person or persons to the Grand Jury aforesaid unknown,
against the form of the statute in such case made and provided, and against the peace of the People
of the State of New York and their dignity.

DE LANCEY NICOLL,
District Attorney.

06 18

BOX:

535

FOLDER:

4873

DESCRIPTION:

Wilensky, Israel

DATE:

09/21/93



4873

06 19

Witnesses:

Henry Rahwin

Counsel,

Filed,

day of

1893

Pleads,

THE PEOPLE

vs.

B. B.

Israel Wilensky

Further Sept 27/93

DE LANCEY NICOLL,

District Attorney.

Dec. 18th '93

A TRUE BILL.

Geo. Bloomington

Dec 20/93

Paul D. ...

INJURY TO PROPERTY.

[Section 654, Penal Code.]

Given a careful
examination of the
case I am
convinced that a
proper disposition of
the same would be
the discharge of the
defendant upon his own
recognizance.

Wm. ...

Dec 20th '93

0620

1832

CITY AND COUNTY }
OF NEW YORK, } ss.

POLICE COURT, 3 DISTRICT.

Catharine E. Murray

of No. *51 Henry* Street, aged *50* years,
occupation *housewife* being duly sworn, deposes and says
that on the *30* day of *August* 189*3*
at the City of New York, in the County of New York,

Israel Wilinsky (now here) did wilfully and maliciously tear down and destroy a wooden fence erected on premises N^o 51 Henry Street and which is owned by deponent and of the value of Thirty Dollars, (\$30⁰⁰/₁₀₀) by breaking down the same with an iron crow bar which said Wilinsky held in his hand. Wherefore deponent prays that defendant may be dealt with according to law *Catharine E. Murray*

Sworn to before me, this

of *August* 189*3*

31 day

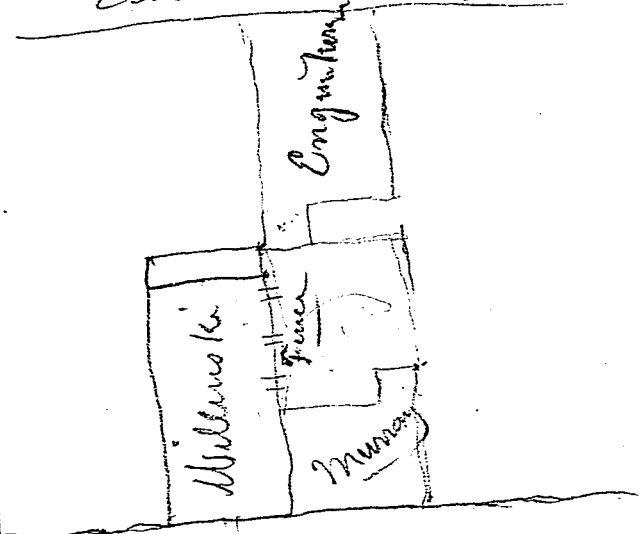
John W. Sullivan Police Justice.

0621

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

William C. Oppenheim.

East Broadway



Henry St.

0622

Sec. 198-200.

3 District Police Court. 1882

City and County of New York, ss:

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

Question. What is your name?

Answer.

Israel Wilinsky

Question. How old are you?

Answer.

28 years

Question. Where were you born?

Answer.

Russia

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

Answer.

47 Henry St. - 1 mo.

Question. What is your business or profession?

Answer.

Coffee saloon keeper

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.
Israel Wilinsky

Taken before me this

day of August 1882

John W. McLaughlin

Police Justice.

0623

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

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

Dated, August 31 1893

John R. Voorhis Police Justice.

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

Dated, Aug 31 1893

John R. Voorhis Police Justice.

There being no sufficient cause to believe the within named

guilty of the offense within mentioned, I order h to be discharged.

Dated, _____ 189

Police Justice.

0624

Witnesses:

Henry Rehwinkel
Wm Kirschner
James Windsor
Harry Hraetzer
Joseph Levi
John Burns
Wm Donigan
Normood & Coggeshall
attys for Complainant

BAILED,

No. 1, by Max Kobre
Residence 168 E. 99th Street.

Released
No. 2, by Samuel Capurran
Residence 83 W. 89th Street.

Retained Dec. 18
No. 3, by 1893 by
Residence 1893 by Street.

Samuel Capurran
No. 4, by Samuel Capurran
Residence 83 W. 89th Street.

Police Court,

3 9354 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Catharine E. Murray
51 Henry
Israel Wilensky

2
3
4

Dated, Aug. 31 189

Vorhes Magistrate.

Chas H. Dillen Dillman Officer.
140 Nassau St.

Sec. Henry Rehwinkel
50 West 107th St.
Witnesses Amie Wilson

No. 51 Henry Street.
Transferred to Ben Sussman
215 W. 107th St.
500 to answer

Released
10246

0625

1768

I, JOHN F. CARROLL, Clerk of the Court of General Sessions of the Peace, and Clerk of the Court of Oyer and Terminer held in and for the City and County of New York (each being a Court of Record and having a Common Seal), do hereby certify that the annexed is a copy of

An undertaking to answer

now on file in the Clerk's Office, and that the same has been compared by me with the original, and is a correct transcript therefrom and of the whole of such original.

GIVEN UNDER my hand and attested by the seal
of the said Court this *28th* day
of *September* in the year of our Lord one
thousand eight hundred and *ninety three*

John F. Carroll

0626

CITY AND COUNTY } ss:
OF NEW YORK,

An order having been made on the 31st day of August 1893 by

Isaac Witunsky Police Justice of the City of New York, that
Malicious Mischief in destroying property be held to answer upon a charge of

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

WE, Isaac Witunsky Defendant of No. 47 Henry
May Robor Street, Occupation Leather Salving; and
of No. 168 East 79th Street,
Occupation Banker Surety, hereby undertake jointly and severally
that the above-named defendant shall appear and answer the charge
above-mentioned, in whatever Court it may be prosecuted; and shall at all times render h self amenable
to the orders and process of the Court; and if convicted, shall appear for judgment, and render h self in
execution thereof; or if he fail to perform either of these conditions, that we will pay to the People of
the State of New York the sum of Five Hundred Dollars.

Taken and acknowledged before me this

day of August 1893

Isaac Witunsky
May Robor
Chas. Vorrhis Police Justice.

0627

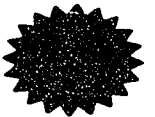
STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK, } ss.

1769

I, May Kovbra, the surety mentioned in
the annexed undertaking to answer, do hereby authorize and empower any
Policeman of the City of New York, or
or either of them, in my name, place and, stead, to take, seize and
surrender the said Israel Wilinsky (in the said
undertaking held as defendant) to the Court wherein he is bound to
appear for trial, or deliver him to the custody of the authorities of said city
and county, in my exoneration as surety therein.

Dated Sept 28th 1893

May Kovbra Surety.



0628

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

Israel Witusky

Undertaking to Answer.

Taken the _____ day of _____ 189

Justice.

Filed *10* day of *Sept* 189 *3*

Copy

Police Justice.

189

born to before me this

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

Hundred Dollars

People v. Wilenski.

Mrs. Kate Murray can prove ownership and possession of the premises, 51 Henry Street, the erection of a wooden fence thereon, belonging to her and the cost of the same.

Henry Rehwinkel, lately a fireman at the Engine House, No. 55 East Broadway, now employed in the Puck Building, No. 39 East Houston Street, at the Jersey Street side, as an elevator man, saw Israel Wilenski, with crowbar in hand, tearing down said fence. Rehwinkel was requested by his superior officer in the Fire Department to go and get a policeman, to have Wilenski arrested, and he found a policeman and went with him to the premises of Wilenski where the latter was arrested while in the act of destroying said fence. Three other firemen, whose names are subjoined, witnessed the destruction of the fence, together with Rehwinkel. They are James Windsor, William Dunigan and John Burns. Mrs. Annie Wilson, the tenant of premises 51 Henry Street on which the fence was erected, saw the fence torn down and saw a number of persons together with Wilenski, the latter having a crowbar in his hand, breaking down the fence. She can identify Wilenski as the man she saw. Officer Dillman will testify to making the arrest and the circumstances connected therewith. David Foley, 51 Henry Street, carpenter, who will testify as to value of fence and stonewall.

0630

WITNESSES of the acts of Israel Wilensky (and others) of destroying fence of Mrs. Murray done August 30th 1893, (Thursday) about five o'clock P.M.

✓ Henry Rehwinkel
✓ William Kirschner,
✓ James Windsor, Firemen at Engine house
in E. Broadway
✓ Henry Kraetzer,
✓ Joseph Levi,
✓ John Burns,
✓ William Dunigan

and Mrs. Murray's tenant of the premises when injury was done.

*which matter has been sent -
to General Sessions,
Sept-8th 1893.*

*Norwood Boggshall
Atty for Mrs Murray*

0631

517

Court of General Sessions of the Peace

IN AND FOR THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

AGAINST

Israel Wilensky

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

— *Israel Wilensky* —

of the CRIME OF UNLAWFULLY AND WILFULLY ~~destroying~~ *real* ~~PERSONAL~~ PROPERTY OF ANOTHER, committed as follows:

The said *Israel Wilensky*,

late of the City of New York, in the County of New York aforesaid, on the *thirtieth* — day of *August*, — in the year of our Lord one thousand eight hundred and ninety- *three*, at the City and County aforesaid, with force and arms, a *certain* wooden fence, erected upon the lot and premises of one Catharine E. Murray there situate, ~~known as~~ *number 51 Henry Street*, said fence being of the value of *thirty dollars*, and the real — ~~of the goods, chattels and personal property of one~~ *the said Catharine E. Murray*, — then and there being, then and there feloniously did unlawfully and wilfully *tear down*, *demolish and destroy*;

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.

Schammy Moll
Attorney