

0283

BOX:

520

FOLDER:

4738

DESCRIPTION:

Adams, John

DATE:

05/03/93



4738

POOR QUALITY
ORIGINAL

0284

Witnesses:

John Adams

Counsel, *B*

Filed

Pleads,

189

day of May

THE PEOPLE

vs.

John Adams

Grand Larceny, [Sections 528, 537,
Second Degree, Penal Code.]

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Chas. W. Nichols

Foreman.

May 4/99

Heads of Jury

S.P. H. H. H. H.

POOR QUALITY
ORIGINAL

0285

Police Court—4 District.

1912

Affidavit—Larceny.

City and County { ss.
of New York, }

of No. 420 East 19th Street, aged 60 years,
occupation Express man,
deposes and says, that on the 24 day of April 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 horse wagon and harness of the
value of Two hundred dollars of the good
and lawful money of the United States

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 Adams (now here) for

the reason that on said date deponent
left said property in front of premises 51
Blucker Street and then missed said
property. Deponent is informed by
William McGarr of 427 East 77th St.
that the defendant offered to sell said
property for sixty five dollars. Deponent
has seen the horse wagon and harness
that the said John Adams offered to
sell to the said McGarr and identifies
the same as the property stolen from him
and therefore charges the defendant with
larceny

Patrick McCaffrey

Sworn to before me, this
of April 1893,
at New York,
Police Justice.

POOR QUALITY
ORIGINAL

0286

CITY AND COUNTY } ss.
OF NEW YORK, }

1921

aged 38 years, occupation William Mc Gann
Speculator of No.

427 East 77th Street, being duly sworn, deposes and

says, that he has heard read the foregoing affidavit of Patrick Mc Caffrey

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

Sworn to before me, this 25 day } Wm. Mc Gann
of April 1893 }

Wm. Mc Gann Police Justice.

POOR QUALITY
ORIGINAL

0287

Sec. 198—200.

4 District Police Court. 1882

City and County of New York, ss:

John Adams 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 Adams

Question. How old are you?

Answer.

30 years

Question. Where were you born?

Answer.

N. J.

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

Answer.

371 Columbia street. 3 months

Question. What is your business or profession?

Answer.

Moulder

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
John Adams

Taken before me this 23rd day of June 1893

John Adams

Police Justice.

POOR QUALITY
ORIGINAL

0288

BAILED,

No. 1, by

Residence

Street

No. 2, by

Residence

Street

No. 3, by

Residence

Street

No. 4, by

Residence

Street

Police Court... District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

John Williams

Offense

Grand Larceny

Dated,

April 23 - 1893

Magistrate.

Officer.

25 - Precinct.

Witnesses

William McNamee

No. 427 East 77 St

Street.

No. 3070 10th Ave

Street.

No. 3070 10th Ave

Street.

No. 3070 10th Ave

Street.

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

defendant

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

Dated, 1893

Police Justice.

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

Dated, 1893

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, 1893

Police Justice.

POOR QUALITY
ORIGINAL

0289

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 Adams

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

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

The said

John Adams

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

*one horse of the value of some
hundred dollars, one wagon of
the value of seventy five dollars,
and one set of harness of the
value of twenty-five dollars*

of the goods, chattels and personal property of one

Patrick McCaffrey

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

*De Laurence Nicoll
District Attorney*

0290

BOX:

520

FOLDER:

4738

DESCRIPTION:

Aho, Alexander

DATE:

05/12/93



4738

0291

BOX:

520

FOLDER:

4738

DESCRIPTION:

Loper, John

DATE:

05/12/93



4738

0292

BOX:

520

FOLDER:

4738

DESCRIPTION:

Snock, Otto M.

DATE:

05/12/93



4738

0293

Witnesses: 

Counsel, _____
Filed, 19th day of April 1893

Filed, 12/1 day of Dec, 1893

Pleads, *Mazuchis* 13

vs.

Alexander Cho, 7

John Loper and

Otto M. Snook

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Lacey McCall
D. H.

Approved

Henry M. Call

[Signature]

Foreman.

On Mo of April
May 1st 1861
one twin born 12

INJURY TO PROPERTY. [Section 654, Penal Code]

[Section 654, Penal Code]

MAY 2 1963

POOR QUALITY
ORIGINAL

0294

1352

CITY AND COUNTY }
OF NEW YORK, } ss.

POLICE COURT. 4 DISTRICT.

Enoch H. Ross
of No. 14 Locust Street, aged 41 years,
occupation Master Stevedore "Nettie Langdon" being duly sworn, deposes and says
that on the 4 day of April, 1893
at the City of New York, in the County of New York, Alex Aho;

John Laper and Otto M. Snook (now
here) did wilfully and maliciously
cut the sails of the Schooner
"Nettie Langdon" with a knife,
causing a damage to said
sails of twenty-five dollars.
Wherefore deponent prays that they
be dealt with as the law
directs.

E. H. Ross

Sworn to before me, this

of April 1893

day

John C. Langdon
Justice

POOR QUALITY
ORIGINAL

0295

Sec. 198—200.

1882
District Police Court.

City and County of New York, ss:

_____ 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.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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

John Loper

Taken before me this

day of

1893

Attest
Justice

POOR QUALITY
ORIGINAL

0296

Sec. 198-200.

1882
District Police Court.

City and County of New York, ss:

Alex. Aho. 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 a 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. *Alex. Aho.*

Question. How old are you?

Answer. *29 yrs.*

Question. Where were you born?

Answer. *Finland*

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

Answer. *Foot of 32nd St. E.R. - 1.24.*

Question. What is your business or profession?

Answer. *Sailor*

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

Answer.

I am not guilty
Alex. Aho

Taken before me this

day of *March* 188*9*

Police Justice.

POOR QUALITY
ORIGINAL

0297

Sec. 198-200.

1882
District Police Court.

City and County of New York, ss:

Otto M. Snook 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 a 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.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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

Otto M. Snook

Taken before me this

day of

189

Justice

POOR QUALITY
ORIGINAL

0298

1352

CITY AND COUNTY }
OF NEW YORK, } ss.

POLICE COURT. H DISTRICT.

Captain Emch Ross

of No. 32nd Street E. R. Street, aged — years,
occupation Captain of U.S. L. Langdon being duly sworn, deposes and says
that on the 4th day of April 1893.

at the City of New York, in the County of New York, Alex. Ahn,

John Roper Otto Swak, all now
here, who willfully and maliciously cut-
the sails and sheets of a Bark, or
ship, belonging to defendant, dam age
about one hundred and fifty dollars.
wherefore defendant prays that the said
defendants may be held to answer
for further examination.

Emch H. Ross

Sworn to before me this

of

day

1893
Charles J. Fisher

POOR QUALITY
ORIGINAL

0299

Police Court, H District

THE PEOPLE, Etc.,

ON THE COMPLAINT OF
Enoch Ross

vs.
Alex Ahl
John Cooper
Otto Snook

AFFIDAVIT
Malcolm
Michigan

294. Find bank. no home
224. Summons. --
204. Tollman. --

Dated April 4 189 3

Meak Magistrate.

Malin Officer.

21 -

Witness, _____

Disposition, _____

500 Ench 54 Apr 6. 2 Pm

POOR QUALITY
ORIGINAL

0300

BAILED,
No. 1, by _____
Residence _____ Street _____
No. 2, by _____
Residence _____ Street _____
No. 3, by _____
Residence _____ Street _____
No. 4, by _____
Residence _____ Street _____

125
Police Court---
District 394

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Emmett M. French
14 Avenue B
Alfred A. Ho
John L. Loper
Att. M. Snow

Dated, *April 6* 189*5*

Macle Magistrate.
Malone Officer.

37 Precinct.

Witness
C. S. Amantony
Mated 73 Ave B Street

No. *184* Street
184 Avenue B

No. *500* Street
500 to answer *Q. J.*

Emm
184 Ave B

Offense *Mal. Mischief*

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

Defendants

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, *April 6* 189*5* *Overmeyer* 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.

Court of General Sessions.

1714

THE PEOPLE

vs.

Alexander Ahs
et al

City and County of New York, ss:

Cornelius Leary

being duly

sworn, deposes and says: I reside at No.

371 V. Moore

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

of the City and County of New York. On the

19th

day of

May 1893

I called at

No 111 Court's Slip

the alleged

place of business of C. D. Armstrong

the complainant herein, to serve him with the annexed subpoena, and was informed by

Brown & Co of the above address (111 C. Slip) that C. D. Armstrong the above named complainant, and Enock H. Ross a witness in this case, had sailed for Jacksonville Florida, by schooner Nellie Ferguson on April 25th 1893, as a plain^{ly} male, and the said Brown & Co who carry on the business of ship brokers, were unable to say as to when or if ever, the said Armstrong & Ross would return to this City or State

Sworn to before me, this

20

day

of

May

1893

John J. Buckles
Comptroller of the City

Cornelius Leary
Subpoena Server.

POOR QUALITY
ORIGINAL

0302

Court of General Sessions.

THE PEOPLE, on the complaint of

vs.

Alexander Cho

Offense

DE LANCEY NICOLL,

District Attorney.

Affidavit of

Deputy District Attorney

Subpoena Server.

FAILURE TO FIND WITNESS.

POOR QUALITY
ORIGINAL

0303

PART I.

THE COURT ROOM IS IN THE SECOND STORY AND FRONTING THE PARK.
If this Subpoena is disobeyed, an attachment will immediately issue.
Bring this Subpoena with you, and give it to the officer at the Court Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPCENA FOR A WITNESS TO ATTEND THE GENERAL SESSIONS OF THE PEACE.

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

To

of No.

Street,

YOU ARE COMMANDED to appear before the Court of General Sessions of the Peace, in and for the City and County of New York, at the Sessions Building, adjoining the New Court House in the City Hall Park in the City of New York, on the

MAY

1893

at 10.30 o'clock in the forenoon of the same day, as a witness in

a criminal action prosecuted by the People of the State of New York, against

Dated at the City of New York, the first Monday of MAY
in the year of our Lord, 1893

DE LANCEY NICOLL, *District Attorney.*

PART I.

THE COURT ROOM IS IN THE SECOND STORY AND FRONTING THE PARK.
If this Subpoena is disobeyed, an attachment will immediately issue.
Bring this Subpoena with you, and give it to the officer at the Court Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPCENA FOR A WITNESS TO ATTEND THE GENERAL SESSIONS OF THE PEACE.

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

To

of No.

Street,

YOU ARE COMMANDED to appear before the Court of General Sessions of the Peace, in and for the City and County of New York, at the Sessions Building, adjoining the New Court House in the City Hall Park in the City of New York, on the

MAY

1893

at 10.30 o'clock in the forenoon of the same day, as a witness in

a criminal action prosecuted by the People of the State of New York, against

Dated at the City of New York, the first Monday of MAY
in the year of our Lord, 1893

DE LANCEY NICOLL, *District Attorney.*

POOR QUALITY
ORIGINAL

0304

District Attorney's Office.

Part One

Aly Aho
et al

subpoena issued May 18

for May 22/93

Court of General Sessions of the Peace

517

IN AND FOR THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

AGAINST

Alexander Oho, John Sater
and Otto M. Sueda

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

Alexander Oho, John Sater and Otto M. Sueda

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

The said Alexander Oho, John Sater and
Otto M. Sueda, all —

late of the City of New York, in the County of New York aforesaid, on the *fourth*
day of *April* — 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
sail, commonly known as the "*main*sail". being
a portion of the rigging of a certain schooner
called the "*Nettie Bangon*" of one John C. Elengle,
then lying and being in the waters there, known
as the East River, of the value of seventy *five* dollars,
and certain ropes, known as the "*main*" and "*insign*
sheets, being also portions of the rigging of the said vessel,
of the value of *twenty five* dollars, —

of the goods, chattels and personal property of one the said John C. Elengle, —
then and there being, then and there feloniously did unlawfully and wilfully *injure* to the
amount of the value of seventy *five*
dollars, by then and there unlawfully and
wilfully cutting and mutilating the said
sail and sheets,

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 McCall,
District Attorney

0306

BOX:

520

FOLDER:

4738

DESCRIPTION:

Alofsky, Abraham

DATE:

05/24/93



4738

POOR QUALITY
ORIGINAL

0307

Witnesses:

Bertha Liebel

Margaret Frost
Sundin

Barbara

1148 Prospect

of Lake Washington

at 107 State of

also appears

enabled to

get

Counsel, by

Filed

1893

Pleads

THE PEOPLE

19 184th Street of
Public

Abraham Alafsky

Burglary in the Third Degree.
[Section 488, 12 C. 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000]

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Chas. H. Fisher

Sept 2 of June 5, 1893 Foreman.

Indel and Corrupted of

Burglary in the 3rd Degree.

Griffin, Rev. Dr.

Young 1893

POOR QUALITY
ORIGINAL

0308

Police Court—

3

District.

City and County { ss.:
of New York,

of No. 103 Suffolk Street, aged 29 years,
occupation Saloon Keeper being duly sworn

deposes and says, that the premises No 103 Suffolk Street, 13 Ward

in the City and County aforesaid the said being a five story brick tenement

the second floor in the rear
and which was occupied by deponent as a dwelling apartment

and in which there was at the time a human being, by name

were BURGLARIOUSLY entered by means of forcibly opening the
door leading into said rooms by false
keys

on the 19th day of May 1893 in the day time, and the
following property feloniously taken, stolen, and carried away, viz:

One Watch valued at about
six dollars \$6.00

the property of

Deponent further says, that he has great cause to believe, and does believe, that the aforesaid
BURGLARY was committed and the aforesaid property taken, stolen and carried away by

Abraham Slofsky (now here)

for the reasons following, to wit: Deponent is informed by
Bertha Lital that she recently locked
said premises at the hour of about 10
AM on said date said property was
in a bureau in said premises. Deponent
is further informed by Margaret First
that she saw the defendant in said
premises in the act of taking said
property from said bureau in said

POOR QUALITY
ORIGINAL

0309

formies that she made an
alarm and that defendant then
ran away. Officer Moran arrested
the defendant located in the
cellar of number 713 Clinton Street
this city.

Seen to before me
this 19th day of May 1893 } William Siebel
Charles Siebel }
(Police Justice)
Police Justice

Dated 1888 Police Justice.

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

Dated 1888 Police Justice.

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

Dated 1888 Police Justice.

of the City of New York, until he give such bail.

Heured Dollars and be committed to the Warden and Keeper of the City Prison

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of

committed, and that there is sufficient cause to believe the within named

It appearing to me by the within depositions and statements that the crime therein mentioned has been

Police Court, District,

THE PEOPLE, &c.,
on the complaint of

vs.

Offence—BURGLARY.

1.
2.
3.
4.

Dated 1888

Magistrate.

Officer.

Clerk.

Witnesses,

No. Street,

No. Street,

No. Street,

\$ to answer General Sessions.

POOR QUALITY
ORIGINAL

0310

CITY AND COUNTY }
OF NEW YORK, } ss.

1921

aged 61 years, occupation Margaret Fush of No. 103 Suffolk

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

Sworn to before me, this

of

July 19 day
1893

day

Margaret Fush

[Signature]

Police Justice.

CITY AND COUNTY }
OF NEW YORK, } ss.

1921

aged 72 years, occupation John T. Moran of No. Police Officer

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

Sworn to before me, this

of

July 19 day
1893

day

John T. Moran

Police Justice.

POOR QUALITY
ORIGINAL

0311

Sec. 198—200.

3 District Police Court. 1882

City and County of New York, ss: •

Abraham Aloffsky 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. *Abraham Aloffsky*

Question. How old are you?

Answer. *19 years*

Question. Where were you born?

Answer. *Russia*

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

Answer. *148 Forsyth Street 2 months*

Question. What is your business or profession?

Answer. *Peeler*

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

Abraham Aloffsky
his
friend

Taken before me this

day of

Charles A. 1882

Police Justice.

0312

Dated, 189.....
..... Police Justice.
1881

POOR QUALITY
ORIGINAL

0313

filed May/93

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

THE PEOPLE

-against-

ABRAHAM ALOFSKY.

Before

HON. FREDERICK SMYTH

and a Jury.

TRIED, NEW YORK, JUNE 5TH, 1893.

INDICTED FOR BURGLARY IN THE THIRD DEGREE,

INDICTMENT FILED MAY 24TH, 1893.

"

APPEARANCES

ASSISTANT DISTRICT ATTORNEY THOMAS J. BRADLEY,

For THE PEOPLE,

JACOB BERLINGER,

For THE DEFENSE.

**POOR QUALITY
ORIGINAL**

03 14

2

WILLIAM LIEBEL, the complainant, testified that he was a saloon-keeper, at 103 Suffolk Street, and lives on the first floor, back, of the same house in which he has his business. He lived there on May 19th. On that day he missed his watch, and razor. He saw them, last, on the night before. They were in his bureau. It was at about eleven o'clock, on the day of the 19th, that he missed that property. He saw two men, one of them the defendant, running into 113 Clinton Street. The complainant's place of business was between Delancey and Rivington Streets. They ran from the middle of the block to Delancey Street, and the defendant entered the hallway of 113 Clinton Street. The complainant and John Ross followed them. The other man who was with the defendant ran in an opposite direction. The complainant did not know the defendant. He, the complainant, and John Ross caught the defendant, and held him until a policeman came. The complainant paid \$6. for the watch, and \$3. for the razor. He, the complainant, shut up his saloon

**POOR QUALITY
ORIGINAL**

0315

3

and locked the door and went to bed at half-past 11 o'clock, on the night of May 18th. The room where he lived was up one flight of stairs. There is a door to his rooms. He took his watch out of his pocket and laid it in the bureau. His razor was in there. Then he went to bed, his family being already in bed. The door of the room was locked, but the bureau was not locked. When the complainant got up in the morning, he did not find the door broken, and he did not know how the defendant got into his, the complainant's, room.

C r o s s - E x a m i n a t i o n

(None.)

JOHN ROSE testified that he lived at 153 1/2 Stanton Street, and his business was that of a driver. On May 19th, of the present year, he, the witness, saw the defendant at 103 Suffolk Street, in the hall, three minutes before the burglary was com-

4

mitted. It was then about 15 or 20 minutes to 11 o'clock. There was another person with the defendant. The witness went to 119 to see his, the witness's, mother-in-law, and he then saw the defendant and another young man going out of the yard of 103 Suffolk Street; and he heard someone call out, "Thief!" and he saw the defendant and the other man running, and the defendant dropped the watch. The witness followed him into Delancey Street, and saw him drop the watch on the other side of Suffolk Street. The defendant went around into Clinton Street, and he went into the hallway of 113, and down into the cellar, and the witness caught him there, and brought him up, and officer Moran took him into custody. He did not say anything when the witness caught him in the cellar and brought him upstairs. In

C r o s s - E x a m i n a t i o n

the witness testified that he had been living in that neighborhood for years, and knew the house

**POOR QUALITY
ORIGINAL**

0317

5

113 Clinton Street. Before running the defendant down into the cellar he saw him, the defendant, drop the watch in Suffolk Street. The other man was running ahead of the defendant. The defendant and the other man were the only people running at that time. The witness was about 15 feet behind the defendant. The witness could not tell who picked up the watch, as he went after the defendant. The witness saw the watch after the defendant was arrested. It was then in the possession of the complainant. He identified the watch as the one that the defendant dropped.

MARGARET FURST testified that she lived at 103 Suffolk Street

On May 19th she saw the defendant in the complainant's room. Another young man was with the defendant. They had all the things out of the bureau and on the floor. The witness asked, "What are you doing in this room?" and they ran away, and the witness pursued them, and called out to the

POOR QUALITY
ORIGINAL

0318

6

complainant, and the defendant threw the watch away in the street. That was between 10 and 11 o'clock in the morning. In

C r o s s - E x a m i n a t i o n

the witness identified the defendant in Court.

BERTHA LIEBEL testified that she is the wife of the complainant. She locked up their rooms on the morning of the 19th, after 10 o'clock, and went to the butcher shop, in Essex Street, with her little child, and left no one in the rooms, her husband, at that time, being down in the saloon. She tried the knob of the door, after locking the door, and then put the key on the table of the woman next door, and when the witness returned the key was on the table, but her door was open. She returned about 11 o'clock and saw people around there, who told her that something was stolen from her, the witness's rooms. She found the con-

**POOR QUALITY
ORIGINAL**

03 19

7
tents of the bureau on the floor. The watch and the razor were in the second drawer of the bureau. In

C r o s s - E x a m i n a t i o n

the witness testified that she was away, on her errand to the butcher store, for about an hour.

ABRAHAM ALOFSKY, the defendant, testified, in his own behalf. He denied having stolen the watch in question. He denied that he dropped that watch, while running, in Clinton Street. He was not in the complainant's rooms, at 103 Suffolk Street, with another man, and the testimony of Mrs. Furst, in that respect, was untrue. He, the defendant, lived at 148 Forsyth Street. He was never convicted of crime. In

C r o s s - E x a m i n a t i o n

the witness testified that he has been in this

**POOR QUALITY
ORIGINAL**

0320

8

country about two years, and, during that time, he has always peddled. He was not working on the day of the alleged burglary, because it was the day before a holiday. He admitted that he ran into the hallway of 113 Clinton Street, but he was running after the boy that ran into the hallway there, several persons were running after the boy, and the witness also ran after him.

POOR QUALITY
ORIGINAL

0321

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

462

THE PEOPLE OF THE STATE OF NEW YORK

against

Abraham Alofsky

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

Abraham Alofsky

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

The said

Abraham Alofsky

late of the 13th Ward of the City of New York, in the County of New York aforesaid, on the
nineteenth day of May in the year of our Lord one
thousand eight hundred and ninety-three, with force and arms, in the day-time
of the same day, at the Ward, City and County aforesaid, the dwelling house of one

William Liebel

there situate, feloniously and burglariously did break into and enter, with intent to commit some
crime therein, to wit: with intent the goods, chattels and personal property of the said William
Liebel in the said dwelling house then and there being, then and there
feloniously and burglariously to steal, take and carry away, against the form of the statute in
such case made and provided, and against the peace of the People of the State of New York and
their dignity.

POOR QUALITY
ORIGINAL

0322

SECOND COUNT—

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

Abraham Alofsky
of the CRIME OF *Petit* LARCENY committed as follows:
The said *Abraham Alofsky*

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

*one watch of the value of six
dollars*

of the goods, chattels and personal property of one *William Liebel*

in the dwelling house of the said *William Liebel*

there situate, then and there being found, from the dwelling house aforesaid, then and there felon-
iously did steal, take and carry away, against the form of the statute in such case made and pro-
vided, and against the peace of the People of the State of New York and their dignity.

De Laurence Nicoll
District Attorney

0323

BOX:

520

FOLDER:

4738

DESCRIPTION:

Arndt, Edward

DATE:

05/23/93



4738

POOR QUALITY
ORIGINAL

0324

Witnesses:

Fannie Brown

Arnold Horn

Counsel,

Filed

30 May 1893

Plends

My July 1893

THE PEOPLE

vs.

Edward Arnold

Grand Larceny Degree.
[Sections 623, 624, Penal Code.]

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Chas. J. Smith

Foreman.

May 19/93

True & Corrected.

S.P. 2 1/2 years.

POOR QUALITY
ORIGINAL

0325

Police Court—3 District.

1912
Affidavit—Larceny.

City and County }
of New York, } ss.

of No. 71 Second Fannie Bosser Street, aged 33 years,
occupation _____ being duly sworn,

deposes and says, that on the 18 day of May 1897 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 day time, the following property, viz:

A quantity of Jewelry, wearing apparel
and money, the whole of the value of
Five Hundred Dollars,

\$500⁰⁰/₁₀₀

the property of Annie Klepner, deponent's sister and
said property being then and there in deponent's
custody

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 Edward Arnold (now here)

from the fact that on the aforesaid date
the said property and money was in the apartment
of the aforesaid Annie Klepner and the window
leading from the yard to said room was open;
that deponent saw defendant in said room
and when she made an outcry she saw
defendant run out through said window.
That defendant had no right to be in nor to
enter said apartment and deponent
therefore prays that he may be dealt with
according to law.

Fannie Bosser

Sworn to before me, this
_____ day of _____ 1897

[Signature]

Police Justice

POOR QUALITY
ORIGINAL

0326

Sec. 198-200.

3 District Police Court. 1882

City and County of New York, ss:

Edward Arndt 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. *Edward Arndt*

Question. How old are you?

Answer. *19 years*

Question. Where were you born?

Answer. *New York*

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

Answer. *318 East 8th St. 5 years*

Question. What is your business or profession?

Answer. *Editor*

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*

Edward Arndt

Taken before me this 18th day of May 1893

Wm. A. [Signature]

Police Justice.

POOR QUALITY
ORIGINAL

0327

BAILED,
No. 1, by _____
Residence _____ Street,
No. 2, by _____
Residence _____ Street,
No. 3, by _____
Residence _____ Street,
No. 4, by _____
Residence _____ Street,

Police Court...

District...

558

THE PEOPLE, vs.
ON THE COMPLAINT OF

James J. Moore
Edward Arnold

Offense: Attempted
Grand Larceny

Dated, May 18, 1893

Stock
Magistrate

Stock
Magistrate

Stock
Magistrate

Stock
Magistrate

Stock
Magistrate

Stock
Magistrate

Stock
Magistrate

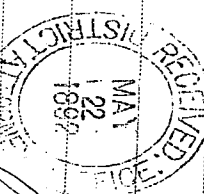
Stock
Magistrate

Stock
Magistrate

Stock
Magistrate

Stock
Magistrate

Stock
Magistrate



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
and 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, May 18, 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.

20/93

The People
vs.
Edward Arndt } Court of General Sessions. Part I
Indictment for attempt at grand larceny.
Fannie Bossall, sworn and examined,
testified. How old are you? Twenty three years. Where
do you live? No. 71 Second Avenue, and on
the 18th of May I lived in the same
place. Did you see the defendant on that
day? Yes, between nine and ten o'clock
in the morning. Where did you see
him? In the front room on the ground
floor. I was sitting reading in the
front room and heard some noise. I
looked up and I seen him coming
in the back room of my dwelling. I
did not see what he was doing. I seen
some stranger there and I commenced
to halloo. The defendant had no right
to be there. Did he live in that
house? No. I never seen him in it
before in my life. Was the door leading
to the back room open or closed? The
doors were closed. What was the only
entrance to that back room? We have
one door in the dining room and
one to the front door, and the window
in the back room was open, but
both the doors were locked, and I had

the keys in my hand. That was the only entrance, those doors being locked to that back room where he was? There is no other entrance excepting the doors were locked and the dining room window was closed; only the back window of the kitchen was open. Then I saw the defendant I halloed for the janitor to come up. He (the defendant) went back out of the window; he did not say a word. The janitor caught him down stairs and brought him up to my room. I told him to sit down, I went to see if all my things were there. My watch was hanging there and a pocketbook with forty dollars. Mr. Horn the janitor came in and he and the defendant sat on the lounge while I was looking to see if anything was taken, and while I was doing so the defendant went out of the window. Before he went out of it he asked me whether I seen him in my rooms, whether it was him, and I said, "yes, you are the man." Mr. Horn went out of the window after him and he caught him again. There was two policemen came down to the basement with

the janitor and they took the defendant away. I had no conversation with him since that time the property in those rooms belonged to Mr. Klepner. There was five hundred dollars worth of property there that he might have taken away.

Cross Examined. Live with Mrs. Klepner. On the day I saw the defendant at the window I was locked in, he did not knock at the door, I did not hear him crying out, "Lives to sell, to put up lives." I did not notice that the man was drunk. He did not touch my purse or my watch; he had nothing in his hands. He did not touch anything because he had no time. Did he go out of the window pretty quick, or did he stumble as though he was drunk? He got out pretty quick. Before I got into the kitchen he was gone. I was very much surprised to see a stranger in my room; the doors were closed. All at once I seen the stranger turn himself around. I was very much excited and commenced to halloo:

Arnold Horn, sworn and examined, testified
I live at 71 Second Avenue and am a
varnisher. On the 18th of May, the day on
which this crime is said to have been com-
mitted where were you between nine and
ten o'clock in the morning? I was in my
room. Did you see the defendant there
that morning? Yes, I did. I did not see
him do anything, but when I seen him
I held him because the woman halloed
"Thief." He was coming towards me and
I took hold of him. I was down stairs.
I live in the basement; he was coming
towards me at the end of the steps, he wanted
to come up. I don't know which way he
wanted to go. Did you see whether the
window leading into the kitchen in the
back room of the last witness was open
or closed? It was open. About how high
is that above the yard? Four or five
feet. How many feet is that away from
the stoop? About four feet. How many
entrances are there into the yard?
Only one door. And that is the one
from the stoop which this man was
going towards? Yes. In what direction
was he going, was he going towards
the stoop or away from the stoop.

There was so many people running together. I don't know whether he wanted to go towards the basement or to go out or wanted to go up the first floor. What direction was he facing at the time when you stopped him, was he facing towards the stop or away from the stop? He was just coming towards me, and he said he wanted to go up and I went up stairs with him. He did not say anything at all to me till I got up stairs. Then he said, "There is a couple of pillows which fell out into the yard. Then I went into the dining room with him with several other people. I held on to him and I asked the lady whether she wanted him arrested if I should hold him? She said, "yes." But she say what he did, why she wanted him arrested? Yes, she said he was in her room to steal. What did he say? He said he was not in the room. He claimed his innocence. When you went in where did he go, did he stand up or sit down? First he stood up; there was a lounge there, and he said, "I might as well sit down." The woman said, "yes, sit down." He

eat there a few minutes and got up again and he said again he was innocent. All at once he pulled away from me and jumped out of the window again. What did you do when he jumped out of the window? I jumped after him. Then he wanted to go over the fence. I caught hold of him by the coat and I pulled him back and took him into the basement. Did you have any further conversation with him, did he say anything to you or did you say anything to him? No. I did not say anything further; he looked to me as if he was drunk. Did he have anything in his hands at the time when you grabbed him? No. Did you see any clothes lines there or any place near at the time? No. Does the defendant live in that house? No, he does not.

Cross Examined. I am a varnisher and am working now. Did you ever see this man there before? No. You never saw him peddle his lines? No. You did not see him attempt to take anything? No; the only thing I know is what the complainant told me. Is it not a fact that this man has tried to go through

the house before, and you have stoped him - he was putting up lines, now just look at him closely? I do not remember, I am very seldom home and I am always outside. You could not say if he was there or not? No.

John Hock, sworn and examined, testified I am a special officer connected with the Fourteenth precinct and was in that capacity there on the 18th of May. I arrested the defendant on the complaint of Harry Bosack between nine and ten o'clock in the morning. Mr. Morris' wife came to the station house, and she gave some information, and me and Officer Doran, a policeman in uniform went up. I was on the outside and I told Doran to go inside. I helped to take the defendant to the station house, I was in the rear. Did you have any conversation with the defendant in the station house? Yes, I asked him what he was doing there? He said he was putting up wash lines at No. 11 Second Avenue. Did he give any explanation why he was in those rooms? No sir, he said he was not in the rooms - he denied it. I had no conversation

after that with him. At the time this arrest did he have any material of any kind with him? No. After he was locked up I went up to look around. He told me he had a coil. I looked around two or three different houses and there was not any up there at all. He told me he had a coil of wash lines. I asked him where he bought the coil and he said he bought it that day. I asked him where, and he said he thought around Avenue B somewhere. He said there was half a coil up there. I went up and looked around and could not find any. The defendant was slightly intoxicated. Officer Doran is not in court.

Edward Arndt, sworn and examined in his own behalf testified: I was living at 318 East Eighth Street. Have you any recollection of the 18th of May last? Yes. I was walking through Second Avenue. I generally used to go into the house next door to 71. I went down there and a party accosted me. I was told to go next door to put up lines. I went next door and I found

the door was locked. I went out in the yard and halloed. I could get no answer. I climbed up on the pulley and I got no answer. A pillow dropped off this lady's (the complainant's) line, a feather pillow, and I went up to tell her. I tried to get up. I was under the influence of liquor and I fell down into the window. When she commenced to halloo I naturally got scared and ran away.

I was running through the cellar to get away from the trouble the janitor got hold of me and took me up stairs. I was excited. I did not know what was going on. I tried to get away when they told me I was to be arrested I submitted right away. Have never been arrested before. Examined. I am peddling clothes lines at present. Have been peddling off and on for four or five years. I was selling cigars when I was not selling clothes lines. The man for whom I worked last was H. W. Brockman 639 East Sixth street between Avenue B & C. He is in the hay and feed business. I should judge it is three years since I worked for him.

Cross
=

You have not worked for anybody except occasionally peddling for yourself since then? I have always been peddling myself. On this morning of the 18th of May you were down there between nine and ten o'clock at 71 Second Avenue? I do not remember what time it was. I went in there in consequence of a conversation I had with a woman. How did you go in there? Through the front basement down into the yard. I went through the cellar and then came out in the yard. Did anybody call you at all? Not there. While I was climbing up the pulley the pillow fell off the woman's line and I wanted to tell the woman the pillow fell from her line down into the yard. The reason you went into the room was to bring the pillow back? No. I did not touch the pillow. The window was about as high as this desk. You jumped up from the yard in five feet into that window and wanted to tell the woman that her pillow had fallen out? Yes. That was my purpose in going in there. I did not see the woman until she screamed;

I got frightened; the woman was in the front part of the house. I did not see the woman until she started to scream. Did you say anything to the woman at that time about her pillow? No. You went out of the window then? Yes. and the janitor grabbed me. Did you say to the janitor then when he grabbed you, "I wanted to tell that woman that her pillow had fallen down?" Yes. You knew you had not done anything wrong? Yes. I knew it, I was under the influence of liquor then why did you get up while this man was sitting with you on the lounge and jump out of the window again? Because they threatened to arrest me. That was all, for I had never been arrested before. I tried to get over the fence because I was afraid of being arrested. I was arrested by the officer and brought to the station house. When I got to the station house I had a conversation with the officer. He asked me what I was doing? I told him I had some clothes lines. I told the janitor about the pillow. Did you say anything to officer Back about the pillow?

I do not know whether I did or not; I was not in a condition to remember. I remember taking the jarrita to the window and showing him the pillow. Where did you leave the wash lines? I left them in the yard when I went away. I was merely going to knock at the window and call in; she did not answer and I opened the window. I was examined in the Police Court and I signed a paper. Did you give any such explanation about the pillow in the Police Court? No. I was brought to the Police Court that same afternoon. I was still under the influence of liquor. I declined to give my name and the officer commenced abusing and hitting me. Where were you standing when you fell into the window? About a foot from the sill there was a coping. I stood on that and my foot slipped and I fell inwardly. I went up and knocked at the door first to notify the woman and not getting an answer I went to the window again and called her.

The jury rendered a verdict of guilty.

POOR QUALITY
ORIGINAL

0340

Testimony in the
case of
Edward Arnold

filed

May/93

30th

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

THE PEOPLE OF THE STATE OF NEW YORK

against

Edward Arndt

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

Edward Arndt
attempting to commit the crime of
of the CRIME OF GRAND LARCENY IN THE second DEGREE, committed
as follows:

The said

Edward Arndt

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

divers articles of jewelry of a number
and description to the Grand Jury
aforesaid unknown, of the value
of two hundred dollars, divers articles
of clothing and wearing apparel, of
a number and description to the
Grand Jury aforesaid unknown, of
the value of two hundred dollars, and
the sum of one hundred dollars in
money, lawful money of the United States - of
America, of the value of one hundred dollars,
of the goods, chattels and personal property of one Anne Klepner

attempt to
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.

DeLooney McCall
District Attorney

0342

BOX:

520

FOLDER:

4738

DESCRIPTION:

Astorof, Isaac

DATE:

05/22/93



4738

POOR QUALITY
ORIGINAL

0343

Witnesses:

Salmon Silverman

Off. Korman

Counsel,

Filed

Pleads

day of May 1893
Pleads guilty - 73

THE PEOPLE

vs.

Isaac Astor
(June 13/93)
Chas. & Aqueduct

Grand Larceny, second Degree.
[Sections 528, 531, Penal Code.]

De LANCEY NICOLI,

District Attorney.

off. J. J. J. 12-13

A TRUE BILL.

Chas. J. J. J.
Foreman.

Back only
June 13/93
7/6/2

POOR QUALITY
ORIGINAL

0344

Sec. 192.

3rd
District Police Court.

Undertaking to Appear during the Examination.

CITY AND COUNTY } ss:
OF NEW YORK,

An information having been laid before *Joseph Koch* a Police
Justice of the City of New York, charging *Isaac Astor* Defendant
with the offense of *Larceny*

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

WE, *Isaac Astor* Defendant of No. *181* Division
Street, by occupation a *Driver*
May Greenfeder and of No. *32* *Rutger* Street,
by occupation a *Express* Surety, hereby jointly and severally under-
take that the above-named *Isaac Astor* Defendant shall personally
appear before the said Justice, at the *3rd* District Police Court in the City of New York, during
the said examination, or that we will pay to the People of the State of New York the sum of *Three*
Hundred Dollars.

Taken and acknowledged before me this *28*
day of *April* 189 *7*

May Greenfeder
Police Justice.

POOR QUALITY
ORIGINAL

0345

City and County of New York, ss:

Sworn to before me this
day of April 1893
J. J. [Signature]
Deputy Justice.

Max Greenfeder
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 *Six* Hundred Dollars, exclusive of property exempt from execution, and over and above the amount of all his debts and liabilities, and that his property consists of *three horses and express wagons kept at 22 Rutgers Place valued \$2000 for Max Greenfeder*

District Police Court.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

Undertaking to appear during
the Examination.

Taken the day of 189

Justice.

POOR QUALITY
ORIGINAL

0346

Sec. 192.

3

District Police Court.

Undertaking to Appear during the Examination.

CITY AND COUNTY } ss:
OF NEW YORK,

An information having been laid before Joseph Kersh a Police
Justice of the City of New York, charging Michael Belinsky Defendant
with the offense of Larceny

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

WE Michael Belinsky Defendant of No. 54
Suffolk Street, by occupation a Driver and
Bernard Kutz and of No. 87 Clinton Street,
by occupation a Expressman Surety, hereby jointly and severally under-
take that the above-named Michael Belinsky Defendant shall personally
appear before the said Justice, at the 3 District Police Court in the City of New York, during
the said examination, or that we will pay to the People of the State of New York the sum of Three
Hundred Dollars.

Taken and acknowledged before me this 38
day of April 1899

Paul Kelly

Michael Belinsky
Bernard Kutz

Police Justice.

POOR QUALITY
ORIGINAL

0347

City and County of New York, ss:

Sworn to before me this
day of
1891
Police Justice.

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

and that his property consists of Six horses and harnesses
and five wagons used in the Express
business situated at 57 Ridge Street
and is of the full value of Six hundred
dollars

Bernard Henry

District Police Court.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

Taken the day of 1891

Justice.

Undertaking to appear during
the Examination.

POOR QUALITY
ORIGINAL

0348

1332

CITY AND COUNTY } ss.
OF NEW YORK,

POLICE COURT, 3 DISTRICT.

of No. 11th Precinct Street, aged _____ years,
occupation Officer being duly sworn, deposes and says
that on the 25th day of April 1897
at the City of New York, in the County of New York, he arrested

Louis Rothman Isaac Astor and
Michael Belinsky as ^{Samuel C. C. and} ~~suspicious~~ ^{holding}
persons. Dependent prays that
the defendants be remanded to enable
dependent to produce further evidence.

James J. Kernan

Sworn to before me, this

day

Police Justice.

POOR QUALITY
ORIGINAL

0349

Police Court, (1) 3 District.

THE PEOPLE, Etc.,

ON THE COMPLAINT OF

Louis Golding
Samuel L. Lerner
Wm. Rothman
Isaac Astor
Michael Berlinsky

AFFIDAVIT.

Dated

April 26 1893

Koch Magistrate.

Officer.

Witness,

Left to except
Astor discharged
Astor held & 500
paid to answer
May 17, 1893 J.K.

Disposition.

Exp. adj. to 27 Apr. at 9 am
Left. remained in custody
of J.P. Lerner

adj. to 27 Apr. at 9 am
Paula - Golding's custody of
J.P. Lerner
Lerner & Rothman held.
Levy -

Golding discharges
Cupple with name.
Apr. 27, 1893 J.K.

Exp. adj. to 29 Apr. at 9 am

Michael Berlinsky
Paula in the
Custody of J.P. Lerner
Exp. adj. to 16 May at 2
17 " " 25

POOR QUALITY
ORIGINAL

0350

Police Court—

3rd District

1912

Affidavit—Larceny.

City and County }
of New York, } ss.

of No. 181 Division

occupation.

Greener

Street, aged 31 years.

being duly sworn,

deposes and says, that on the 25 day of April 189 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 day time, the following property, viz:

Two barrels containing Sugar.

a quantity of Rice a quantity of
beans and one bag containing Sugar

The whole value is about
one hundred dollars

\$100.00

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

Isaac Astor of (New York)

from the fact that deponent traced said property from said premises.

that defendant who was in the employ of deponent admitted to deponent that he had stolen said property and that he had sold it to several persons in this City.

Deponent therefore charges the defendant with having stolen said property and says that he is held to answer

Isaac Astor

Sworn to before me this
189 (day)
of (month)

Police Justice

POOR QUALITY
ORIGINAL

0351

Sec. 198-200.

3rd

1882
District Police Court.

City and County of New York, ss:

Isaac Astorof 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. *Isaac Astorof*

Question. How old are you?

Answer. *17 years*

Question. Where were you born?

Answer. *Russia*

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

Answer. *258 Cherry St. 3 weeks*

Question. What is your business or profession?

Answer. *Grocery 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*
Heard & Compromised

Taken before me this

day of *May* 189*3*

Amphlett
Police Justice.

POOR QUALITY
ORIGINAL

0352

BAILLED,
No. 1, by Max Gussak
Residence 189 Cluett Street
No. 2, by _____
Residence _____ Street
No. 3, by _____
Residence _____ Street
No. 4, by _____
Residence _____ Street

Police Court... 03 District... 548

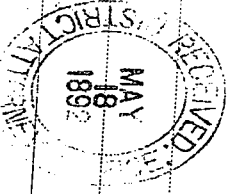
THE PEOPLE, &c.,
ON THE COMPLAINT OF
Almon Dickinson
181 Avenue
State Street
Offense Gross Larceny

Dated, May 17 1893

Magistrate
11 Precinct
Municipal Officer

Witnesses
No. _____ Street
No. _____ Street
No. _____ Street

No. 002 Street
to answer to answer
to answer



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, May 17 1893 Chas. R. H. Police Justice.

I have admitted the above-named Defendant to bail to answer by the undertaking hereto annexed.
Dated, May 17 1893 Chas. R. H. Police Justice.

There being no sufficient cause to believe the within named _____ guilty of the offense within mentioned, I order h to be discharged.
Dated, _____ 189 _____ Police Justice.

POOR QUALITY
ORIGINAL

0353

505

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

THE PEOPLE OF THE STATE OF NEW YORK

against

Isaac Astorof

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

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

The said

Isaac Astorof

late of the City of New York, in the County of New York aforesaid, on the *25th*
day of *April* in the year of our Lord one thousand eight hundred and
ninety-*three*, at the City and County aforesaid, with force and arms,

*two barrels of sugar of the value
of twenty dollars each barrel,
three hundred pounds of rice of
the value of ten cents each pound
one bag of sugar of the value
of ten dollars, two hundred quarts
of beans of the value of ten cents each
quart*

of the goods, chattels and personal property of one *Solomon Silverman*

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

De Lancey McCall
District Attorney

0354

BOX:

520

FOLDER:

4738

DESCRIPTION:

Augustus, Peter

DATE:

05/25/93



4738

POOR QUALITY
ORIGINAL

0355

Witnesses:

John H. Robinson
Officer Sullivan
Francis Rourke

Counsel,

Filed

27th day of May

1893

Pleads,

THE PEOPLE

vs.

P

Peter Angustus

Assault in the First Degree, etc.
(Sections 217 and 218, Penal Code.)

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Chas. J. Mulvaney
Foreman.

May 27/93

J. Henderson

S. P. H. Ward.

POOR QUALITY
ORIGINAL

0356

Police Court—3 District.

1931

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

of No. 196 Madison Street, aged 39 years,
occupation Watchman being duly sworn,
deposes and says, that on the 8th day of May, 1893 at the City of New
York, in the County of New York,

he was violently and feloniously ASSAULTED and BEATEN by
Mr Augustus (Emerson) who
feloniously cut and stabbed
deponent in the head and
body, with a table knife
he then and there held in
his hands.

with the felonious intent to take the life of deponent, or to do him grievous bodily harm; and without
any justification on the part of the said assailant.

Wherefore this deponent prays that the said assailant may be apprehended and bound to answer
for the above assault, etc., and be dealt with according to law.

Sworn to before me, this 9 day }
of May, 1893 } John H Robinson

Charles N Laintee Police Justice.

POOR QUALITY
ORIGINAL

0357

(1335)

Sec. 198-200.

CITY AND COUNTY }
OF NEW YORK, } ss.

3
District Police Court

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

Question. What is your name?

Answer.

Peter Augustus

Question. How old are you?

Answer.

40 years

Question. Where were you born?

Answer.

New York

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

Answer.

196 Madison St. 7. years.

Question. What is your business or profession?

Answer.

Watchman

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
I was drunk*

Peter Augustus

Taken before me this

day of

May 1897

Charles J. Justice

Police Justice.

POOR QUALITY
ORIGINAL

0358

BAILED,
No. 1, by _____
Residence _____
Street _____
No. 2, by _____
Residence _____
Street _____
No. 3, by _____
Residence _____
Street _____
No. 4, by _____
Residence _____
Street _____

Police Court--3

522
District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

John H. Williams
John H. Williams
John H. Williams

Offense *Police Court*

Dated,

May 9

1893

Residence

Charles N. Lunt

Magistrate.

No. 3, by

Sullivan

Officer.

Residence

17

Precinct.

Witnesses

Thomas Burke

Precinct.

No. 4, by

117

Street.

Residence

117

Street.

No.

117

Street.

No.

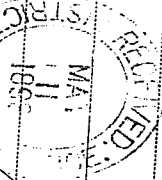
117

Street.

\$

117

to answer



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, *May 9* 1893 *Charles N. Lunt* 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.

POOR QUALITY
ORIGINAL

0359

PART I.

THE COURT ROOM IS IN THE SECOND STORY AND FRONTING THE PARK.
If this Subpoena is disobeyed, an attachment will immediately issue.
Bring this Subpoena with you, and give it to the officer at the Court Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA FOR A WITNESS TO ATTEND THE GENERAL SESSIONS OF THE PEACE.

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

To William

of No. _____ Street, _____

YOU ARE COMMANDED to appear before the Court of General Sessions of the Peace, in and for the City and County of New York, at the Sessions Building, adjoining the New Court House in the City Hall Park in the City of New York, on the

MAY

1893 at 10.30 o'clock in the forenoon of the same day, as a witness in

a criminal action prosecuted by the People of the State of New York, against

Robert Henry et al

Dated at the City of New York, the first Monday of MAY
in the year of our Lord, 1893

DE LANCEY NICOLL, District Attorney.

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

1723

THE PEOPLE OF THE STATE OF NEW YORK

against

Peter Augustus

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

Peter Augustus

of the CRIME OF ASSAULT IN THE FIRST DEGREE, committed as follows:

The said

Peter Augustus

late of the City of New York, in the County of New York aforesaid, on the *eight*
day of *May* in the year of our Lord one thousand eight hundred and
ninety-*three*, with force and arms, at the City and County aforesaid, in and upon
the body of one *John H. Robinson* in the peace of the said People
then and there being, feloniously did make an assault, and *with* the said

John H. Robinson with a certain *knife*

which the said

Peter Augustus

in *his* right hand then and there had and held, the same being a deadly and
dangerous weapon, then and there wilfully and feloniously did strike, beat, cut, stab and
wound,

with intent

him

the said

John H. Robinson

thereby then and there feloniously and wilfully to kill, 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

Peter Augustus

of the CRIME OF ASSAULT IN THE SECOND DEGREE, committed as follows:

The said

Peter Augustus

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, in and upon the body of the said
John H. Robinson in the peace of the said
People then and there being, feloniously did wilfully and wrongfully make another assault,
and *with* the said *John H. Robinson*

with a certain *knife*

which the said

Peter Augustus

in *his* right hand then and there had and held, the same being a weapon and
an instrument likely to produce grievous bodily harm, then and there feloniously did wilfully
and wrongfully strike, beat, cut, stab and wound, 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.

POOR QUALITY
ORIGINAL

0361

THIRD COUNT—

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

Peter Augustus

of the CRIME OF ASSAULT IN THE SECOND DEGREE, committed as follows:

The said

Peter Augustus

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, in and upon the said *John H. Robinson* in the peace of the said People then and there being, feloniously did wilfully and wrongfully make another assault, and *him* the said

with a certain *knife* *John H. Robinson*

which *he* the said *Peter Augustus*

in *his* right hand then and there had and held, in and upon the *head* and *body* of *him* the said *John H. Robinson*

then and there feloniously did wilfully and wrongfully strike, beat, stab, cut, ~~bruise~~ and wound, and did then and there and by the means aforesaid, feloniously, wilfully and wrongfully inflict grievous bodily harm upon the said

John H. Robinson

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.

0363

BOX:

520

FOLDER:

4739

DESCRIPTION:

Barringer, Julia E.

DATE:

05/10/93



4739

POOR QUALITY
ORIGINAL

0364

Witnesses:

Jacobson & Spitzer

Maharajan

and others

for

Subscribed

for

for

Subscribed by

Judge Conroy to

\$1000. with interest

of Dues & other

Jan 17/91

Counsel,

Filed,

Pleadings

189

THE PEOPLE

MISAPPROPRIATION, (Sections 528 and 530 of the Penal Code.)

per and beginning

Julia E. Barringer

(See order made)

for

for

DE LANCEY NICOLL

Attorney

4/11/93

22/93

A TRUE BILL.

May 14/93

Trueman.

Ordered & recorded

Same

POOR QUALITY
ORIGINAL

0365

PHILLIPS & MOWER, 82 Nassau St., N. Y.

STENOGRAPHER'S MINUTES.

Court of General Sessions.
Part I

The People
vs.
Julius E. Barringer

BEFORE

His Honor Recorder Smith

May

1893

WITNESSES.

Direct. Cross. Re-Direct. Re-Cross.

Zachariah V. Spinoza

1 17 30 34

John H. Barringer

35 40 50

Wm. J. Smith

52 59

Frederick J. Davis

65

Alfred Bourier

67

Sarah Eubank

69 71

Julius E. Barringer

72 76

George Beaumont

83 84

Edward W. Lee

88

Lamina Egypt

89

POOR QUALITY
ORIGINAL

0366

PHILLIPS & MOWER, 82 Nassau St., N. Y.

STENOGRAPHER'S MINUTES.

Court of General Sessions.
Part I

The People
vs.
Julia E. Barringer

BEFORE

His Honor Recorder Smyth

May

1893

WITNESSES.

Direct. Cross. Re-Direct. Re-Cross.

Zachariah V. Spinoza	1	17	30	34
John H. Barringer	35	40	50	
Wm. J. Smith	52	59		
Fidney J. Davis	63			
Alfred Bourrier	67			
Sarah Eub	69	71		
Julia E. Barringer	72	76		
George Beaumont	83	84		
Edward W. Lee	88			
Lamina Egypt	89			

THE PEOPLE,

COURT OF GENERAL SESSIONS, PART 1.

vs.

BEFORE RECORDER SMYTH.

JULIA E. BARRINGER.

Monday, May 22, 1893.

Indictment for GRAND LARCENY in the first degree.

ASSISTANT DISTRICT ATTORNEY BRADLEY, for the People.

MR. MCPHEETERS, for the Defendant.

Mr. McPheeters: If the Court please, in this case of the People against Julia E. Barringer, we have been ready twice to try this case, last Monday and last Thursday; both times it was on before. To-day one of our witnesses is sick and absent.

The Court: Did you subpoena the witness?

Mr. McPheeters: No, sir; for to-day she is not subpoenaed. She was subpoenaed before.

Mr. Coleman: Will your Honor listen to me for a second?

The Court: Yes.

Mr. Coleman: I was asked to help to take charge of this case, about an hour ago. I stated I would take charge of it, if an adjournment could be had.

The Court: I won't grant an adjournment.

Mr. Coleman: Then I will retire from the case. I have another matter to attend to to-morrow.

Mr. McPheeters: There is a civil action pending in the Supreme Court, in this city. It is very apparent that this action is only brought to enforce the civil action.

The Court: We will get rid of this. If your client is acquitted on this, that will probably settle the civil action.

Mr. McPheeters: Do I consider your Honor denying the motion?

The Court: Yes. I will try this case.

A Jury was empanelled and sworn.

Mr. Bradley opened the case for the People.

ZACHARIA V. SPINOZA, sworn, and examined by Mr. Bradley,
testified:

Q. Mr. Spinoza, what is your business?

A. I am a teacher.

Q. Whereabouts?

A. I am living at 75 West 100th street, New York.

Q. And where are you employed as a teacher?

A. I am a teacher of languages; I teach here and there,
advertise in the newspapers.

Q. At the homes of your pupils?

A. Yes, sir.

Q. What business were you engaged in in June, 1891?

A. In June, 1891, in answer to an advertisement-----

Q. What business were you engaged in in June, 1891?

A. In teaching.

Q. Where was your home or residence at that time?

A. Then I was living at No. 310 West 20th street.

Q. West 20th street, in this city?

A. In this city.

Q. Do you know this defendant?

A. Yes, sir; I know her.

Q. How long have you known her?

A. I have known her since the latter part of May, 1891.

Q. Since the latter part of May, 1891?

A. Yes, sir.

Q. Tell how you became acquainted with her?

A. I was engaged in teaching, and I thought that, by----

By the Court:

Q. Never mind what you thought. How did you become acquainted

with her?

A. Through an advertisement in the newspapers.

Q. Have you got it?

A. No; I haven't got it.

By Mr. Bradley:

Q. You saw an advertisement in the newspapers; what did you do because of the advertisement you saw in the newspapers?

A. In that advertisement they required somebody for some business, and I answered the advertisement.

By the Court:

Q. Somebody where?

A. At the office.

Q. At the office of what?

A. The advertisement was addressed -- it didn't come from the office itself.

Q. You saw an advertisement in the newspapers?

A. Yes, sir; and I answered it.

Q. Did you answer it in writing?

A. In writing.

Q. You subsequently called upon this woman -- did you call upon this woman?

A. Afterwards; yes, sir.

Q. Where did you find her?

A. The husband came to see me; I saw her at her office.

By Mr. Bradley:

Q. You went to her office?

A. Yes, sir.

Q. Where was her office, at No. 10 East 14th street; was it not?

A. Yes, sir.

Q. At No. 10 East 14th street, in this city?

A. Yes, sir.

Q. Whom did you meet there?

A. I met her and her husband.

Q. Did you have any conversation with her?

A. Yes, sir.

Q. Tell what you said to her, and what she said to you?

A. We had a conversation there about -- that she wanted somebody to help her in her business, as a book-keeper; that she had been imposed upon by several other people, and she required somebody of trust, that she required, at the same time, a deposit of two thousand dollars -- two or three thousand dollars.

Q. Did you give her any-----

The Court: Let him go on.

The Witness: Well, then I went away, and I told her-----

By the Court:

Q. Is that all now?

A. Yes, sir.

Q. You haven't told us one word about what you said?

A. I told her that I would consider it, and I went home.

By Mr. Bradley:

By Mr. Bradley:

Q. Was anything said about salary?

A. No, sir; she sent for me the second time, and I went back.

Q. When was that?

A. That was three or four days afterwards.

Q. Go on?

A. Then I went back. She said

that, if I would remain there, that she would give me half the profits of the business carried on in the house, and that the money would be returned to me, at the end of twelve months, in a lump; and that was put down in writing. Then she said-----

Q. Where is the writing?
ment?

A. Have you the agree-

Q. I haven't got the agreement.

A. It is put down in the agreement.

The Court: This case had better be prepared. This case cannot be tried in this kind of way. Just take this man and find out what the case is, and all about it. Gentlemen, you can go until to-morrow morning at 11 o'clock. You won't speak about this case. It is one of that class of cases that requires preparation.

Mr. McPheeters: I think I can supply that document.

The Court: You can't supply anything. When the case is properly prepared, I will try it. I am not going to waste my time and the time of the jurors in trying this case. Sit down and find out what your case is.

The Court adjourned.

Tuesday, May 23, 1893.

ZACHARIA V. SPINOZA, recalled by Mr. Bradley, testified:

Q. Now, Mr. Spinoza, when we adjourned court yesterday you had got as far as to tell us you had answered an advertisement you saw in the daily papers, and you met Mrs. Barringer, at her place, No. 10 East 14th street, in this city. After you answered this advertisement did anybody go to see you?

A. Yes, sir.

Q. Who?

A. Mr. Barringer, Mrs. Barringer's husband.

Q. Where did he see you?

A. Where I was living.

By the Court:

Q. Where was it?

A. No. 310 West 20th street.

By Mr. Bradley:

Q. No. 310 West 20th street; and you had a conversation with him?

A. Yes, sir.

Q. Because of the conversation which you had with him, did you do anything?

A. I went to see her again.

Q. You went to see whom?

A. Mrs. Barringer.

Q. Where did you see her?
her office.

A. I went to see her, at

Q. Whereabouts, what number and what street?

A. 14th street; it is No. 10 East 14th street.

Q. When you went there who did you meet?

A. I met Mrs. Barringer.

Q. Did you have any conversation with her?

A. Yes, sir.

Q. Tell us what was said?

A. May I ask, was this the first or second time that I went there? I went there twice.

By the Court:

Q. You were asked if you saw the husband of this woman, and you said you did?

A. Possibly I saw him; he came to my house twice. I want to know if you refer to the first or second conversation?

By Mr. Bradley:

Q. I want your first conversation after Mr. Barringer had called upon you the first time; tell us the conversation?

A. The conversation was that she had a place, she had

some business there----

By the Court:

Q. What business?

A. Purchasing and selling rare diamonds, diamond jewelry and watches, and that she wanted a person of trust to help her in the business there, because she had been imposed upon and swindled by other parties, and that she wanted security of three thousand dollars.

Q. What did she want, what was the person she wanted to do for her?

A. She wanted him to keep books for her.

By Mr. Bradley:

Q. She told you she wanted you to keep books, and to give a deposit of three thousand dollars as security?

A. Yes, sir.

By the Court:

Q. What compensation were you to get, were you to get any at all?

A. I was to get as compensation half the profits of the business of the house.

By Mr. Bradley:

Q. What did you say to her?

A. I told her that I would go home, and would consider it.

Q. Well, you went home then?

A. Yes, sir.

Q. When did you next hear from any of the Barringers?

By the Court:

Q. Have you told us all the conversation you had with her on the first visit?

A. Yes, sir; as far as I can recollect.

Q. Was there anything said about a deposit?

A. Yes, sir; a deposit of three thousand dollars.

Q. Were you to deposit three thousand dollars with her?

A. Yes, sir; with her.

Q. What did she say about three thousand dollars?

A. She wanted that deposited there, as security.

Q. Security for what?

A. For my good behavior, my good conduct, because she had been imposed upon by other parties; that she had been suffering-----

Q. What did you say to that?

A. I said that I would consider it.

Q. Then, as I understand it, you were to receive half the profits of the concern, and to deposit three thousand dollars as security for your good conduct as book-keeper for the defendant; is that it?

A. Yes, sir.

By Mr. Bradley:

Q. You went home then?

A. Yes, sir.

Q. When did you next see her or any of the Barringers?

A. About three or four days afterwards, Mr. Barringer came to me again, to my house, to the same place.

Q. He came to you again?

A. Yes, sir.

Q. You had a conversation with him?

A. Yes, sir.

Q. In consequence of the conversation which you had with him, did you do anything?

A. I went back to Mrs. Barringer, because she wanted to see me.

Q. You went back to see Mrs. Barringer?

A. Yes, sir.

Q. Where did you go?

A. I went to No. 10 East

14th street.

Q. At her office; and whom did you meet there?

A. I met Mrs. Barringer.

Q. Who else was there?

A. Mr. Barringer, I believe.

Q. Did you have any conversation with her at that time?

A. Yes, sir.

Q. Tell what the conversation was?

A. She asked me why I hadn't been there before, and I said that I had determined not to give three thousand dollars as security, but that I wouldn't mind to make an experiment for twelve months, and that I would give her security for two thousand dollars.

Q. What else was said?

A. She accepted it.

By the Court:

Q. What did she say?

A. She said that would be all right.

By Mr. Bradley:

Q. Was any agreement then drawn up?

A. Yes, sir.

Q. By whom?

A. By Mr. Smith, who is here.

Q. Who is Mrs. Barringer's brother?

A. Yes, sir.

Q. Is this the agreement? (Paper shown)

A. That is the agreement.

Mr. Bradley: We offer this in evidence.

Mr. McPheeters: We have no objection.

The Court: Mark it People's Exhibit No. 1.

(Mr. Bradley read the agreement to the jury.)

By Mr. Bradley:

Q. Now, you saw that signed by this defendant?

A. Yes, sir.

Q. In the presence of W. J. Smith, whose signature is appended as witness?

A. Yes, sir.

Q. Your seal and the seal of the party of the first part

was there added?

A. Yes, sir.

Q. In pursuance of that agreement, did you make any payments to this defendant?

A. I paid her \$500.00.

By the Court:

Q. When?

A. The same day, I gave her

a check.

By Mr. Bradley:

Q. Is this the check which you gave in payment of the \$500.00?

(Check shown)

A. That is the check.

Q. Endorsed with her signature?

A. Endorsed with her signature.

Q. When did you make the next payment?

A. About four or five days afterwards.

Q. How much was that payment?

A. \$500.00.

Q. Is that the check as endorsed? (Showing another check)

A. Yes, sir.

Q. The date of the second is June 12th, and the first is June 8th. That was two checks, each of \$500.00, making a thousand dollars. When did you make your next payment?

A. The next payment, about three or four days after.

By the Court:

Q. How much?

A. One thousand.

By Mr. Bradley:

Q. Is that the check? That is also endorsed, "Julia E. Barringer?"

A. Yes, sir.

Mr. Bradley: The date is June 16th, and we offer these three checks in evidence.

Mr. McPheeters: No objection.

By Mr. Bradley:

10 Q. This is the agreement, dated June 8th, and the agreement

was signed. What did you do, and what did the defendant, Mrs. Barringer, do?

A. I went there, in accordance with the agreement, to see what services I could render, and I was asked-----

By the Court:

Q. Who asked you?

A. Mrs. Barringer.

By Mr. Bradley:

Q. What did she ask you?

A. To copy some papers, which she said were chattel mortgages; she drew these mortgages in my name.

By the Court:

Q. Drew the mortgages in your name?

A. As mortgagee.

Q. Go on?

A. And I said I didn't like to have my name in those papers. She said that I need not fear, that my name wouldn't be made public -- that she couldn't put her name to those papers, her own name, because she was a broker, and if she put her name down in those papers as mortgagee it would be usury, and that she, as a broker, could charge any brokerage she liked.

By Mr. Bradley:

Q. Well, about how many such mortgages were made out?

A. I made out five or six; seven or eight altogether.

Q. Who kept those mortgages after they were made out?

A. She herself kept them.

Q. Did you get any of them in your possession? A. No.

Q. Now, how long did you continue to render services as a book-keeper, or in any capacity, doing writing?

By the Court:

11 Q. Did you do any book-keeping at all?

A. That was the only book-keeping I did.

Q. The mortgages?

A. Yes, sir.

By Mr. Bradley:

Q. Did you make any entries in any book at all?

A. No -- in one book, there was one book where they made me enter some of those mortgages which I drew.

Q. You entered the mortgages?

A. Yes, sir.

Q. Now, how long did that continue, your writing these mortgages out; how long after your agreement?

A. That continued for two or three weeks.

Q. What terminated it at the end of those three weeks; tell how it came to end?

A. At the end of those three weeks I was introduced to a gentleman, by Mr. Barringer, at her office, Armelia Castilo.

Q. You were introduced, you say, to Armelia Castilo, about three weeks after you had signed this agreement at Mrs. Barringer's office?

A. Yes, sir.

Q. State what she said?

A. She introduced me to him as a partner; she said, "Here is a friend of mine, Mr. Castilo, he is a partner of mine;" she introduced me to him as a partner.

Q. Now, what other conversation occurred between you and her on that occasion?

A. I told her afterwards that I would be entitled to half the profits that she was making with me as a special partner; she said no, that I wouldn't be entitled because she was a different partner from me.

By the Court:

Q. He was a different partner?

A. Yes, sir; I said no, that I was nothing but her book-

keeper there, that I was entitled to half the proceeds of the business carried on in the house, according to the agreement, and that I could not be a partner, because I was nothing but a book-keeper, and she had my money as security. She said then that the contract was wrong, and that it would be altered. I said, if the contract was wrong, and had to be altered, that the money had to be returned to me after that, and we could see what new arrangement we could make. She said no, she wouldn't give me the money back; but she would make a verbal contract, allowing me \$40.00 a week for the use of the \$2,000.00. She asked me if I wouldn't be contented with that. I said, "No, that would be usury," I would stick to the contract to give me half the profits of the business carried on in the house. After that I went to see my lawyer, Mr. Joseph Rora, who lives at 4 Warren street, and explained to him all these things, and he took me-----

By the Court :

Q. Don't tell what he said. Did you go with him to Mrs. Barringer's?

A. No.

By Mr. Bradley:

Q. After you went to your lawyer, what did you do?

A. He took me to the house of a friend.

Q. Don't tell what they said; tell your next business with Mrs. Barringer?

A. I was advised-----

Q. Don't tell what you were advised. What did you do?

A. I went to see her, and tried to get as much money as I could out of her, by way of profits, as profits for my services, although she had dispensed with my services as she employed somebody else there to carry on the work.

Q. Now, what payments did she make to you?

A. Then she offered me \$20.00 a week for the use of the \$2,000.00; and I said, no, that I would not receive it, but that I insisted that the contract, that she must give me half the profits of the business carried on in the house. She would not, and I went again, a little later on, a few days afterwards, and she said she would let me have \$15.00 a week, on account of the profits; and this money had been paid to me for about two or three months, regularly, \$15.00 a week.

Q. It was the latter part of August; was it not?

A. Yes, sir.

Q. Until about when?

A. Until about the end of November.

Q. Then what did she do?
trouble.

A. She got herself into

Q. She was arrested?

A. She was arrested.

Mr. McPheeters: I move to strike that out.

The Court: Strike out about the arrest.

By Mr. Bradley:

Q. But you recollect a certain occasion. Now, you can tell what she said to you, though, about that arrest.

By the Court:

Q. Do you recollect that occasion, when she was arrested?

A. Yes, sir.

Q. When was that?

A. That was in the latter part of the month of November.

By Mr. Bradley:

Q. Was it in 1891?

A. Yes, sir; 1891.

By the Court:

Q. Did you have any other conversation with this woman?

A. Yes, sir.

Q. Go on and state it?

A. She told me that, in consequence of her arrest-----

Mr. McPheeters: I object to any statement about any other alleged offence.

The Court: He is giving her statement to him; that is perfectly proper. Go on.

By Mr. Bradley:

Q. Now, tell us just what was said in that conversation, what she told you?

A. That, in consequence of her arrest, people wouldn't pay her back the money of those mortgages which had been drawn up in my name; that she therefore she required a power of attorney from me to collect them.

Q. She said, since the time of her arrest, people wouldn't pay them?

A. Yes, sir.

By the Court:

Q. What else did she say; anything?

A. And I went to consult my lawyer about it.

By Mr. Bradley:

Q. What did you do?

A. I consulted my lawyer about it.

Q. Did you give her a power of attorney?

A. After consultation with my lawyer, who saw nothing wrong in it.

Q. From that time did she make any payment to you?

A. She made me a payment, I believe, in the latter part of the month of December, about Christmas day, of \$25.00.

By the Court:

Q. What was this payment on? A. On account of the profits.

By Mr. Bradley:

Q. Did you ever ask her for an account of the business there?

A. Yes, sir; I asked her several times.

Q. What did she say?

A. She put me off from one time to another, she claimed she was too busy; or she would let me have the account next week, or next month; but she never gave me an account.

Q. Now, according to the terms of your agreement, the contract was made out for one year?

A. Yes, sir.

Mr. McPheeters: I object; the contract speaks for itself.

By Mr. Bradley:

Q. Now, according to the terms of the contract, either party, if desirous of terminating the contract, should give notice to the other, at the end of nine months?

By the Court:

Q. Did you give her notice, under the contract?

A. Yes, sir.

Q. When was that?

A. I gave her notice several times, when I saw that the business was not proper, that I didn't like the business.

Q. After?

A. After the withdrawal of my connection with the business and the return of the money to me.

By Mr. Bradley:

Q. Did she ever return that money, the \$2,000.00?

A. No.

Q. Or any part of it?

A. No.

Q. When you went there and demanded it, did she ever do anything else to you?

A. She drove me from her offices

By the Court:

Q. How did she drive you?

A. She told me, "Leave this place," and I had to leave it.

By Mr. Bradley:

Q. Is this one the cards, which she gave you, of her business?

A. That is one of the cards she gave me.

Mr. Bradley: I offer this in evidence: "J. H. Barringer. Broker and Commission Merchant, in the purchase and sale of rare gems, diamonds, watches, jewelry, precious stones, &c. 10 East 14th street, room 7, near Fifth avenue, New York. Established 1856.

N. B. Good securities and loans negotiated."

CROSS EXAMINATION.

By Mr. McPheeters:

Q. Mr. Spinoza, I believe you stated that you were a teacher?

A. Yes, sir.

Q. And you do a little preaching sometimes, I believe?

A. Sometimes I do.

Q. Now, you say that you answered an advertisement that you saw in the newspapers?

A. Yes, sir.

Q. Do you remember what paper that was in?

A. I think it was the Herald.

Q. In what month?

A. It was some days, a few days, previous to my going to see her.

17 Q. Do you remember what day you went to see her?

A. I cannot tell the exact date, but it is a few days previous to the date of that paper.

Q. Whom did you see, the first time that you met any one from that office?

A. Mrs. Barringer. The first time? Ask the question again, please.

Q. Whom did you meet first in connection with that advertisement in the paper?

A. Mr. Barringer.

Q. Do you know what his initials are?

A. I believe they are J. H. Barringer.

Q. And this card that has been offered in evidence is his card?

A. Yes, sir; that is the card.

Q. Now, then, how often did you meet Mr. Barringer before you met the defendant?

A. Once before.

Q. Where was that?

A. At my house, No. 310 West 20th street.

Q. And subsequently you went to No. 10 East 14th street, to see Mr. Barringer?

A. Mrs. Barringer.

Q. To see Mr. Barringer, and while there you met Mrs. Barringer?

A. No, not at all. I was asked to come and see Mrs. Barringer, by Mr. Barringer.

Q. You didn't see Mr. Barringer?

A. I saw Mr. and Mrs. Barringer.

Q. You saw Mr. Barringer?

A. Yes, sir.

Q. And then you became acquainted with Mrs. Barringer?

A. I was introduced to her, by her husband.

Q. Now, then, did Mr. Barringer have any talk about this money, about what it was to be put in by you for?

A. I couldn't have any conversation with Mr. Barringer, because he is intensely deaf; I had no conversation with him.

Q. You had no conversation with him, then?

A. With the exception of coming there, to see Mrs. Barringer. We tried to hold a conversation, at my house, at first, and we could not. He asked me to go there to see Mrs. Barringer, and she would explain to me the things.

Q. He asked you to go there, and then you first met her?

A. Yes, sir.

Q. You state now that you had no conversation with Mr. Barringer as to what was wanted or what money was wanted, when you first met him?

A. No; he asked me -- that she wanted to see me at the office.

Q. Then you went to the office?

A. Yes, sir.

Q. And there you met Mrs. Barringer?

A. Yes, sir.

Q. Then what was said?

A. She said that she wanted a person to keep her books, because she wanted a person of trust to keep her books, and, at the same time, she wanted, as security, three thousand dollars.

Q. Now, Mr. Spinoza, your first name you write sometimes Zacharia V. Spinoza?

A. Yes, sir.

Q. And at other times Z. Val. Spinoza; do you not?

A. Yes, sir.

Q. You are the same individual with two names?

A. Yes, the same individual.

Q. Is that your signature to that complaint? (Complaint shown)

A. Yes, sir; that is my signature.

Mr. McPheeters: I offer in evidence that complaint.

Q. I believe you stated, a little while ago,--I will ask you again, if you were employed by this defendant as book-keeper?

A. Yes, sir.

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Q. In your complaint, without taking up time to read all that, I see that you have stated, in this complaint, that you were employed as manager?

A. That is not my mistake.

Q. Whose mistake is it?

A. Somebody's; I said, "book-keeper," and they put "manager" there -- that is about the same, as far as I am concerned.

Q. Didn't you swear to it?

A. Yes, sir; I swore to it.

Q. You knew that was in it when you swore to it?

A. Well, I wanted to object to it; they said it didn't make any difference.

Q. You did swear to it, all the same?

A. Yes, sir.

Q. You did commence a civil action against this defendant some two or three months?

A. Yes, sir.

Q. Before this criminal proceeding was taken?

A. Yes, sir.

Q. Now, in this complaint -- you only had one money transaction with her, \$2,000.00; didn't you? You only gave her \$2,000?

A. I gave her \$2,000.00 as security.

Q. You only paid her \$2,000.00?

A. Excuse me; I loaned her, upon another occasion, \$300.00

Mr. McPheeters: I move to strike that out.

By The Court:

Q. You only deposited \$2,000.00?

A. Yes, sir.

Q. You loaned her \$300.00?

A. Yes, sir; on another occasion.

By Mr. McPheeters:

20 Q. On this complaint that you made in the Supreme Court, in

the civil action, among other things here you allege you paid her, or gave to her, \$2,000.00, and that you received back \$750.00 --- \$650.00, leaving a balnce of \$1,350.00, and I understood you to swear, a little while ago, you evidently did when you got this indictment, that you had received none of it back. Now, which is true?

A. No, sir; \$2,000.00 security.

Q. You received none of the \$2,000.00?

A. No.

Q. Why do you say in here that you received \$650.00, in your complaint in the civil suit?

The Court: You can read the complaint.

(Mr. McPheeters read the complaint.)

By Mr. McPheeters:

Q. In that complaint you said you got \$600.00-----

A. Well, the lawyer-----

Q. Never mind; I don't care anything about the lawyer. Now, Mr. Spinoza, you received certain checks from the defendant; did you not?

A. Yes, sir.

Q. You received quite a number of checks from the defendant?

A. Yes, sir.

Q. Is that endorsement your endorsement?

A. That is my hand-writing.

Q. It is endorsed Z. Val. Spinoza; and that is your endorsement and placed in your bank, for collection?

A. Yes, sir.

Mr. McPheeters: I shall put these in evidence, marked Defendant's Exhibit 1 (passing a number of checks to the witness.).

By the Court:

Q. Fifteen papers shown to the complainant; is that your signature on the back of those?

A. There is no endorsement on this one.

Q. Well, look at the fourteen?

A. Yes, sir.

The Court: Fourteen checks, marked Defendant's Exhibit No. 2.

By Mr. McPheeters:

Q. These were all your endorsements?

A. All my endorsements.

Q. You received the money on them?

A. I received the money on them.

By the Court:

Q. Fifteen more papers shown. Look at these and say if they are endorsed by you?

A. That is not mine (selecting one out of the bundle).

Q. Are the other fourteen endorsed -- signed by you?

A. Yes, sir.

The Court: Those are marked Defendant's Exhibit 3.

By Mr. McPheeters:

Q. Look at these two checks, October, 1891?

A. That is not endorsed by me. I have no recollection of this check (selecting one).

Q. What bank did you keep your business in?

A. The Mount Morris Bank.

Q. Give the full name of the bank?

A. The Mount Morris Bank is the only name I know for it.

Q. You kept your account in the Mount Morris Bank; is that the stamp of the Mount Morris Bank? (Showing it)

A. I think so; I may have got it; I have no recollection of it.

Q. Here is another check, dated July 2, 1892, on the Astor Place Bank, for \$8.00?

A. That is Elizabeth Spencer.

Q. Do you see that?

A. "Pay to the order of Barringer."

Q. But your name doesn't appear on it?

A. No.

Q. That is a check from one Emma Smith?

A. That is the name, Emma Smith; I don't know anything about it.

Mr. McPheeters: I will offer these that have been identified in evidence.

The Court: They are all marked.

Mr. McPheeters: I will not take time to read all of them just now. I will read them later along.

Q. Now, Mr. Spinoza, you stated that you wrote some mortgages in your name, had them drawn in your name. Did you receive any money besides these checks from the defendant here?

A. I received small sums, a few.

Q. You state that you gave the first \$500.00 on the 8th day of June, 1891. Did you, on the 10th day of June, in the same year, receive any money from this defendant?

A. I have no recollection of the 10th of June; but I have in the note-book the day when I made the first payment.

Q. Did you, on the 15th day of June, 1891, receive any money?

A. I received some money the first week.

Q. On the first week?

A. Yes, sir.

Q. Do you remember how much you received, the first week?

A. I think it is \$42.50; something of the kind; it is put in my check-book there..

Q. Did you, on the 17th day of June, receive \$50.00?

A. Yes, sir; that money I received.

Q. You received the first week, but you don't remember the

day; wasn't it the 15th that you received \$42.00?

A. It was the first week, the first payment that I got.

Q. On the 17th you received \$50.00?

A. The second week, it was after my having delivered the full \$2,000.00; I asked her to give me \$50.00, on account, and she gave it to me.

Q. Do you state that you had given her, on the 15th day of June, the whole \$2,000.00?

A. No; it is about the 16th.

Q. Well, hadn't you received \$42.50 before you gave her the sum of \$500.00?

A. I received this \$42.50 as the ^{net} proceeds of the business arising in the house in that week.

Q. I ask you if you didn't receive \$42.50?

A. Yes, sir.

Q. On the 15th day of June, and, on the 17th you received \$50.00 more, and did you receive that as net profits too?

A. No. This \$50.00 I received -- excuse me, just put the question again, please.

By the Court:

Q. What was the first amount you received?

A. The first amount I received was \$42.00.

Q. When was that?

A. That was at the end of the first week.

Q. Now, what was the next sum that you received?

A. The next sum was \$50.00.

Q. When did you receive that?

A. The same day that I had given her the last \$1,000.00, forming the total of \$2,000.00.

By Mr. McPheeters:

Q. Now, that, you state, was all net profits?

A. On account of the profits, the last \$50.00, because I was short of money.

Q. In this contract that has been offered in evidence -- I see, by the by, you prepared this contract, that is to say, you drew it in rough, prepared it for the book-keeper or copyist to copy; did you not?

A. I have no recollection. I know that this was drawn up, and copied by Mr. -----

By the Court:

Q. That paper, as I understood you to say, was drawn by the defendant's brother?

A. Yes, sir.

Q. Did you draft that paper?

A. I have no recollection; if I did, it must have been at the suggestion or dictation of somebody else.

Q. You have no recollection that you did?

A. No.

By Mr. McPheeters:

Q. I see, in this contract, that the party of the second part, in consideration of interest given him, as herein provided, covenants and agrees to pay to the party of the first part \$500.00 on the signing and execution of this instrument, and \$1,500.00 more in three different payments of \$500.00 each, until the sum of \$2,000.00 is paid, at such time as may be required by the party of the first part, during the term of this contract. Now, you paid her \$500.00 when this was signed?

A. Yes, sir.

Q. Then you were to pay her the balance, in three different

payments, as she required it?

A. Yes, sir.

Q. Now, was there anything at all said about what was to be done by this defendant with this money, the \$500.00 and the \$2,000.00?

A. No; the money was given as security.

Q. I ask you what was said or what was agreed to be done with that money?

(No answer)

Q. Now, then, you say that you gave notice to this defendant that you wanted your money?

A. Yes, sir.

Q. Where is that notice?

A. Oral notice, I gave her.

Q. You gave her oral notice?

A. Yes, sir.

Q. When?

A. I gave her notice about

three or four weeks after my being engaged.

Q. About three or four weeks?

A. Yes, sir.

Q. This contract provides that, at the expiration of nine months, either party, if they desire to terminate this agreement, shall give notice. Did you, at the expiration of the nine months, give notice?

A. Before the expiration, a great many times.

Q. Who was present when you gave the notices?

A. When I used to talk business with her, I used to talk privately with her.

Q. Now, in regard to this power of attorney that you speak of-----

By the Court:

Q. Is that the power of attorney that you gave?

(Showing paper).

By Mr. McPheeters:

Q. Is that your signature there?

A. It looks queer.

Q. State whether that is your signature or not?

By the Court:

Q. Is that your signature?

A. It looks very queer.

By Mr. McPheeters:

Q. Please answer, if you can, whether that is your signature or not?

A. May I read the thing?

Q. Answer the question, whether that is your signature or not?

By the Court:

Be kind enough to tell me whether that is your signature to that paper; do you know whether it is or not?

A. I don't recognize it as mine.

The Court: Mark it No. 4 for identification.

By Mr. McPheeters:

Q. Will you say it is not your signature?

A. I don't recognize it as my signature; to the best of my knowledge it is not my signature.

Q. I simply want to know whether it is or is not; it is your best judgement that it is not your signature?

A. Yes, sir.

Q. Who was the officer that took the acknowledgment of the power of attorney that you executed?

By the Court:

Q. Did you acknowledge the execution of the power of attorney that you gave to this woman; did you go before a Notary Public or a Commissioner of Deeds?

A. I don't remember it.

By Mr. McPheeters:

Q. Is that your signature? (Showing another paper)

A. That is mine.

The Court: Mark that Exhibit 5 for identification. Was the other one a copy?

Mr. McPheeters: Yes, sir; I wanted to know whether he knew his signature or not.

By Mr. McPheeters:

Q. Now, then, what time did you state that you had executed this power of attorney? The date is the 29th day of October, 1891?

The Court: You can read it to the jury.

(Mr. McPheeters read the power of attorney, which was Defendant's Exhibit No. 5 for identification.)

By Mr. McPheeters:

Q. Do you remember when the first chattel mortgage was made out in your name?

A. It was about one or two days after my being engaged there.

Q. I have one before me here that is dated on the 10th day of June, two days after you say you gave her the first \$500.00; it was one signed by W. Barbara Marvin. Do you remember that mortgage?

A. I think I remember him; yes, sir.

Q. Do you remember the amount of that mortgage?

A. No.

Q. Then, two days after you say you put up that money, you received this note and mortgage for \$68.00, in your own name, which was made out in your name -- you received the mortgage?

A. The mortgage? No.

Q. Did you receive the note?

A. I received the note, to keep for her.

Q. The note, to keep for her?

A. Yes, sir.

Q. It was made out in your name?

A. In my name, according to the mortgage; she told me I could keep it for her.

Q. There was a great many mortgages in your name?

A. I drew out only a few, but she gave me a great many notes, from people I didn't know anything about.

Q. Where are those notes now?

A. The Assistant District Attorney has them.

Mr. McPheeters: We ask that they be produced.

Q. Are those a portion of the notes that were made out in your name and chattel mortgages taken to secure them? (Showing a bundle of papers)

A. I suppose they are all the same; I suppose they are all right.

The Court: Twenty-nine papers, marked for identification Defendant's Exhibit No.6.

By Mr. McPheeters:

Q. There were a number of notes, besides these mortgages, made out in your name?

A. I presume they are all there.

Q. This is one here; isn't it? (Showing paper)

A. I don't know.

Q. That was the mortgage that was given to secure that note? (Showing paper)

A. That is one I drew up.

Q. That was made out on the 10th of June, 1891?

A. Yes, sir.

Q. Two days after you gave her the first \$500.00?

A. Yes, sir.

Q. This one you drew up yourself?

A. She asked me to do it.

Q. Do you know how many mortgages and notes, in all, were made out in your name?

A. No.

Q. To your knowledge how many was there? Can you give any estimate to the jury?

A. No, I cannot give an estimate; I counted the sum of money that they represented, and it amounted to a big sum; I think it amounted to \$2,000.00.

Q. The defendant had a safe in the office?

A. I think so, yes.

Q. In which the mortgages were placed?

A. I don't know where she kept them.

Q. You simply took care of the notes?

A. Those papers she gave me.

R E D I R E C T E X A M I N A T I O N .

By Mr. Bradley:

Q. You have been asked with regard to the payments which were made to you at different times, both in checks and in cash. Is this a memorandum of the payments which were made to you?

(Showing paper)

A. Yes, sir.

Q. The first of those payments was made on what date?

A. The first payment was June 16, 1891.

Q. How much was it?

A. \$42.50.

Q. And the second one?

A. The second on the 25th of June, 1891; \$50.00.

Q. Then there was another payment made two days after the

15th of June, again, on the 17th of June; was there?

A. Let me explain to you about this thing.

Q. Answer my question.

A. I am going to explain.

Q. Was any other payment made to you on the 17th of June, two days after the 15th of June, the day on which the first payment was made?

A. Was there any payment of any amount?

Q. Either in check or in cash, made to you on the 17th of June?

A. Yes, sir; one of them.

Q. Is it indicated here?

A. It is one, the 25th of June.

Q. Was there any payment, either in check-----

A. Yes, sir; the second one.

Q. It was made on the 17th of June?

A. On the 17th of June.

Q. How much was that?

A. \$50.00.

Q. The payments which were made to you, in the aggregate, amounted to how much; do you know?

A. \$648.50.

Q. And those payments, when made to you, was any one of them or was all of them subtracted from the \$2,000.00?

A. No.

Q. Did Mrs. Barringer, at any time, say anything to you with regard to their being deducted from the \$2,000.00 placed as security in her hands?

A. No.

Q. Did you ever give her any receipt for those moneys in which you deducted the whole of them, or any part of them, from the \$2,000.00?

A. With the exception of that paper, no.

Q. Now, with regard to this complaint in the civil suit which was brought by you. That complaint was sworn to by you?

A. Yes, sir.

Q. By whom was it prepared?

A. By Mr. Joseph Rora.

Q. And, in that, he applied these different payments to the deduction from the \$2,000.00. Did you admit to Mrs. Barringer, at that time or at any other time, that those payments were made in any way except on the general account of her business, as she agreed to pay you half the profits?

)Objected to. Objection overruled. Exception.)

By the Court:

Q. You did admit, in this complaint, that \$642.00 was paid on the account of the \$2,000.00?

A. The lawyer did that, when I signed it.

Q. Did you yourself, in any conversation that you had with the defendant, admit or say that she paid you \$642.00 or any other amounts upon the \$2,000.00, which you say you deposited?

A. No.

By Mr. Bradley:

Q. You have also been asked with regard to this card which was introduced in evidence upon your direct-examination, whether the initials of this defendant were J. H. Barringer or J. E. Barringer. When one of those cards was given to you, by whom was it given?

A. By Mrs. Barringer -- those are the cards of the office.

Q. Now, when you had these conversations with Mrs. Barringer, did she tell you what business she was in?

A. Yes, sir; she told me that her business was in the

purchase and sale of rare gems, diamonds, and jewelry.

Q. At that time, up to the time she had gotten your \$2,000.00, was anything said about her chattel mortgages?

A. No.

Q. And you have been shown some checks with your endorsement. Did you get that check from Mrs. Barringer? (Showing check)

A. This was given to me by Mrs. Barringer.

Q. As part of your payment on account of the general business?

A. Yes, sir.

Q. And this check is drawn on what bank?

A. On The Twelfth Ward Bank.

Mr. Bradley: I offer it in evidence.

Q. This check, on the Twelfth Ward Bank, what disposition was made of it?

A. She asked me to give it to the boarding house keeper.

Q. What boarding house keeper?

A. Where I was stopping; I was boarding down in No. 310 West 20th street, and I didn't give it, but I went up to the bank-----

Mr. McPheeters: I object to the boarding house business.

By Mr. Bradley:

Q. Tell what you did with the check?

A. I went to the bank, and they told me that this person was a dead beat.

Mr. McPheeters: We ask that that be stricken out.

By the Court:

Q. Who did you get that check from?

(Objected to. Objection overruled. Exception.)

By Mr. Bradley:

Q. Go on?

A. They told me the

the man had no account.

By the Court:

Q. Had no account?

A. No account.

Mr. McPheeters: The check was not drawn by this defendant, and I object to the introduction of it.

The Court: It doesn't make any difference.

Mr. McPheeters: Note an exception.

By Mr. Bradley:

Q. Did you ever get this check from the defendant? (Another check shown)

A. Yes, sir.

Q. Signed by her?

A. By her; yes, sir.

Q. What disposition did you make of that check?

A. I sent it to my bank.

By the Court:

Q. Was it paid?

A. No.

Mr. Bradley: It is a check for \$15.00, signed by Julia A. Barringer.

R E C R O S S E X A M I N A T I O N .

By Mr. McPheeters:

Q. Mr. Spinoza, you received the money for those checks, did you not, those two?

A. Yes, sir; I went back and told her; she gave me the money back.

Q. That mortgage was made out in your name; was it not?

A. Yes, sir.

Q. And that is the same party that made that check; isn't it?

(Check shown)

A. Yes, sir.

Q. State whether or not those mortgages have all been made out in your name?

(Showing mortgages)

A. Yes, sir.

Q. A portion of them was written by you?

A. Yes, a few.

(The most gages were marked Defendant's Exhibit No.
7.)

Mr. Bradley: The People rest.

THE CASE FOR THE DEFENCE.

Mr. McPheeters opened the case to the Jury.)

JOHN H. BARRINGER, sworn, and examined by Mr. McPheeters, testified:

Q. What is your name? A. John H. Barringer.

Q. State whether or not that is your business card?

(Card shown)

A. Yes, sir.

Q. Do you know the complainant, Zacharia C. Spinoza?

A. I do.

Q. State to the court and jury how you first met him?

A. In May, 1891, or the latter part of April, I inserted an advertisement in the New York Herald for a capitalist, and I received a letter from this man Spinoza in reply to that advertisement -- in answer to that advertisement I received a letter from him, requesting an interview. I wrote him to call at my office, stating that I would give him all the particulars on a personal interview, in relation to the same. He called afterward, in reply to my letter. I then explain everything to him in relation to the business, what I wanted the money for, and how it was to be invested; and how the profits were to be divided. He

thought very favorably of it, and he went home, and, in a

few days after that, I called to see him, at his house. I then explained the business over to him again.

Q. What did you say to him? Tell the jury what you said?

A. Gave him all the particulars.

Q. Tell the jury what was said between you and he, tell them what the explanation was; you say you explained it?

A. Then he told me that he thought very favorably of it, and that he would call at my office and give me an answer.

Q. What did you explain to him the business was to be? Tell the jury what you explained.

A. The business was to be loaning money on chattel mortgages, that was the business; it was to be nothing else. After he called the second time at my office, and we talked the matter over with my wife, in the presence of Mr. Smith, William J. Smith -- and he finally concluded that he would go into the business, but he said he would prefer to go in with my wife, he didn't care about going in with me -- he would go in with my wife, and he would draw up an agreement and come and see us again, and submit it to my wife. When he called again he showed this agreement to my wife, in the presence of Mr. Smith and myself, and we looked it over. My wife objected to the word "service" in the instrument, because she was to receive one half the commission and pay one half of the expenses, and stand one half of the losses.

Q. That was the verbal agreement that you entered into, that she was to pay half the expenses?

A. Yes, sir, each was to pay one half of the expenses, and one half of the losses, and receive one half of the commissions, less the expenses.

Q. Was anything said at that time whether the notes and mort-

gages should bear interest?

A. The notes and mortgages was to bear 6% interest--- that is what he was to receive in addition to one half the commissions, less the expenses.

Q. Did he stipulate as to what the commission should be?

A. 30 %

By the Court:

Q. 30% for loaning money on chattel mortgages?

(No answer)

By Mr. McPheeters:

Q. He required that she should charge 30% commission?

A. Yes, sir; that Mrs. Barringer should charge 30% commissions.

Q. What part of that was he to receive, in addition to his 6%? What portion of that was he to receive?

A. He was to receive one half of the commissions, and 6%.

Q. Who prepared that memorandum of agreement, who prepared the sketch of the memorandum of agreement?

A. I don't know who prepared it. Mr. Spinoza brought it to our office, and then Mr. Smith copied it, William Smith copied his paper that he brought there.

Q. You do know that he brought a memorandum to the office?

A. I do; most emphatically. My wife, as I said before, objected to the word "service." He said that was merely put in to avoid the usury law, as he was getting on half of the commissions, and he wanted that in, and if she would sign that why he would put in more money in the course of the year.

Q. Was anything said at any of these interviews about Spinoza being employed as a book-keeper?

A. Never, never; no, sir.

Q. Was anything said at any of those interviews about him being employed as a manager?

A. Never; no, sir.

Q. Was he obliged to perform any service there?

A. None at all; we never asked it of him, we never asked him to. He volunteered a few times to draw two or three mortgages, a few mortgages, and that is all the service that he ever rendered in that place.

Q. State at whose request those mortgages and notes were made out in Spinoza's name?

A. At his own request -- he said that distinctly, that he wanted the mortgages and notes made out in his name.

Q. And they were so made out?

A. They were so made out.

Q. What became of those notes and mortgages after they were made out?

A. After they were made out they were submitted to him, and examined by him, and looked over.

Q. And the notes?

A. He used to leave the mortgages in our possession-- that is, in my wife's possession, rather; and he took the notes.

Q. I believe you stated that the mortgages and notes were all taken in Spinoza's name?

A. The mortgages and notes were all taken in his name, by his request -- he demanded it.

Q. Was there a copy of each mortgage filed in the Register's office?

A. Yes, sir; a copy of every mortgage filed in the County Clerk's office.

Q. In the Register's office?

A. In the Register's office.

Q. And the note he took, and the other copy of the mortgage is kept in the safe in the office there?

A. The originals; yes, sir.

Q. Can you tell the court and jury about the amount of commissions paid by you people to Spinoza, the complainant, during the time-----

A. I don't understand.

Q. Can you tell about the amount of commissions paid to Spinoza by you people for loaning this money?

A. We have received about eight or nine hundred dollars, I think it is; as near as I can remember, about eight or nine hundred dollars in commissions, and he has received more than that -- a good deal more money than that.

Q. Can you tell from your book?

A. I am not positive about that.

Q. Could you tell from your book about the amount that he has received?

A. Yes, sir; I could.

Q. Will you look at it; that is the book that was kept in the office. Did you keep that book?

A. No, sir; I had nothing to do with the book.

Q. Do you know in regard to the entries that were made in that book?

The Court: That won't do.

The Witness: I believe the entries to be correct in every respect.

As far as my knowledge and belief----

By Mr. McPheeters:

Q. Who did keep the book?

A. I can't tell.

Q. Have you any means of telling the Court and jury how much money you did loan, or your wife loaned for Spinoza? Do you know how much, or about how much?

A. It is over \$2,000.00, I think.

Q. Have you any means of telling how much commissions were taken in by your people?

A. I can only state by the book.

CROSS EXAMINATION.

By Mr. Bradley:

Q. Mr. Barringer, you are the husband of the defendant; are you not?

A. I am the husband of

Mrs. Barringer.

Q. How long have you been married?

A. I have been married, I guess, about twenty years.

Q. How long have you been in business at 10 East 14th street?

A. About nine years; between eight and nine years.

Q. What kind of business have you been doing at No. 10 East 14th street?

A. Doing a commission business.

Q. Commissions on what?

A. On diamond jewelry, furniture -- anything we could make anything on.

Q. How long have you been loaning money on furniture and other personal property?

A. Well, I guess, as, as near as I can remember, about seven or eight years; probably more than that, I can't tell.

Q. Then at least seven or eight years?

A. I think so; to the best of my judgment.

Q. Then, for fully five or six years before you ever met this

complainant, Spinoza, you were loaning money on furniture and other personal property?

A. Yes, sir.

Q. On what terms were you loaning money before you met Spinoza?

(Objected to, as immaterial.)

(Objection overruled. Exception.)

A. About the same.

Q. On the same terms?

A. About the same.

Q. Then, if any statement has been made in the course of this case, that the terms upon which loans were made were regulated by Spinoza, that statement is false; is it not?

A. No, sir, it is not; he insisted upon that being the rate that we should charge.

Q. But you have charged the same rates for five or ~~six~~ years before; had you not?

A. That has had nothing to do with him.

Q. What other people have you done business with, before you met Spinoza?

A. We done business with different parties--- I don't know that has anything to do with Spinoza's case.

Q. Did you do any business with Dr. Slocum, a dentist, in Cooper Union?

(Objected to, as immaterial.)

A. We have done.

Q. What were your duties in that place, Mr. Barringer?

A. Inventorying property and making searches, and seeing that the business was conducted, everything was conducted right.

Q. Who assisted you in that business?

A. My wife.

Q. your wife?

A. Yes, sir.

Q. To whom did the business belong?

A. That business belonged to my wife.

Q. Then you assisted her?

A. Especially with my wife.

Q. Who does Mr. Buckley, of Middletown, New York, do business with, you or your wife?

A. I don't propose to answer that question.

Q. I propose that you shall answer the question.

A. That is Mr. Buckley's business.

The Court: You must answer it?

A. He does business with both of us.

By Mr. Bradley:

Q. With whom does he do business in making a loan of nearly \$10,000.00? Is it a loan to your establishment?

A. I beg your pardon, nothing of the kind.

Q. How much has he loaned, do you know?

A. \$5,000.00.

Q. To whom has he made those loans, to you or to your wife?

A. In his own name.

Q. To whom were those loans made, to you or to your wife?

A. They were made in his name-- those were made in his name.

Q. Do you know Mr. Webster, with whom you did business?

A. Yes, sir.

Q. How long have you been doing business with Webster?

A. Only a few months.

Q. Only a few months?

A. Yes, sir.

Q. How many months do you mean by a few months?

A. Probably three or four months.

Q. How much money has Mr. Webster put into that business?

A. He put in about four or five hundred dollars, I believe.

Q. How much have you altogether invested by different people, beside yourself and your wife?

(Objected to. Objection overruled. Exception.)

Q. How much altogether, by other different people, besides yourself and your wife, has been put into that business; about?

A. Since I have been in the business?

Q. Oh, no. I mean now?

A. No, sir --my wife hasn't got any money invested into it.

Q. Have you?

A. No, not a dollar.

Q. Did your wife ever have any money invested in it?

A. Yes, sir.

Q. When, how long ago?

A. It is several years ago.

Q. How many years?

A. Well, three or four years ago.

Q. Then did she have any money invested at the time when Spinoza was doing business with her?

A. Yes, sir.

Q. That isn't three or four years ago; is it?

A. I think not; I think I am mistaken about that; it was before, I think that was before; I think she didn't have a dollar in it, not in mortgages.

Q. In anything, did she have any money invested at that time?

A. No, sir; not in any business.

Q. Now, Mr. Barringer, you did the inventorying of the goods

on which the chattel mortgages were made, and you made the searches, and you saw that all these records were recorded, you did all that work; didn't you?

A. I done part of it, and saw that the other was done.

Q. What was it your wife was to get one half of this money for, she didn't have any money in it, and she didn't do any work?

A. For her services.

Q. What services?

A. For taking charge of the business when I was away, and for seeing to the business.

Q. Who was it that put the advertisements in the daily papers which appeared from time to time?

A. I myself.

Q. By what name are those advertisements signed?

A. They were not signed by any name -- they were addressed to "Business," or something like that.

Q. Occasionally didn't you have them signed by some name?

A. No, not by any name -- they were addressed care of the Herald office.

Q. Let us take this one first. Do you recognize this advertisement as one of yours? (Showing advertisement)

A. Yes, sir.

Q. Is that signed by any name, is there any name signed to that?

A. That is on furniture.

Q. Is there any name signed to that?

A. That is my name.

Q. Whose name is this, Barringer, yours or your wife's?

A. That was mine; that was my business; the real estate is my business.

Q. How much money was in the real estate business?

A. Well -- we have-----

Q. How much, about?

A. Invested in real estate?

(Objected to, as incompetent.)

(Objection overruled. Exception.)

Q. Now, your counsel has taken enough time to give you a chance to think. How much money is there in your real estate business?

A. I really don't know.

Q. Did you know at the time when you advertised?

A. That it was in the real estate business?

Q. Yes; did you know how much money had she invested then?

A. No, I didn't.

Q. Did you have One million, seven hundred and fifty^{thousand} dollars loaned out at that time?

A. No, sir, because I am only a broker; I wanted to show the sureties are all right.

Q. You inserted this advertisement; did you not?

A. Yes, sir.

Q. That One million seven hundred and fifty thousand dollars---

A. Yes, sir.

Q. Can you explain why?

A. I can get five million dollars, if the securities are all right; I am only a broker, I am only acting as a broker.

Q. Now, Mr. Barringer, who else besides this Dr. Slocum, Mr. Webster, and Mr. Buckley has loaned money which you have invested in that business -- do you remember a Mr. Castillo or a Mrs. Rosa B. Casanova?

A. I don't know Mrs. Casanova.

Q. Did you know Mr. Castillo?

A. Yes, sir; a man by that name.

Q. How much money was invested through him in that business?

A. Something in the neighborhood of-----

Q. It was about \$5,000.00; wasn't it?

A. No.

Q. About how much?

A. I think in the neighborhood of eighteen hundred and fifty, or eighteen hundred dollars.

Q. There is another similar action to this pending in that matter; is there not?

(Objected to. Objection overruled. Exception.)

A. No; not similar to this.

Q. Now, you say that at no time was there any conversation between your wife and Spinoza in which it was suggested or agreed that he should be either a book-keeper or manager of that concern. You made no such statement?

A. I did not; most emphatically.

Q. Was your hearing much better at that time, two years ago, than it is to-day?

A. It was as good as it is now.

Q. Was it any better?

A. It may have been.

Q. It may have been, but was it?

A. Well, I couldn't say whether it was really better, but I think it was as good as it is now; it might have been a little better, when we talked close together.

Q. You could hear all the conversation they had, though?

A. I could when we were all in a group.

Q. Did you hear all the conversations your wife and this man Spinoza held together?

A. All the conversations, the different times?

Q. Yes?

A. No, if she was talking in the other part of the room.

Q. Then you won't attempt to say that at no conversation was it suggested or agreed that he should act there as manager or book-keeper, of that concern?

A. I do.

Q. Although you were not there, you will swear to it?

A. Not when the contract was signed, and the agreement made.

Q. This is the contract which you saw signed; isn't it?

(Contract shown)

A. That is correct.

Q. Whose hand-writing is that in?

A. That is in Mr. William J. Smith's.

Q. Who is William J. Smith?

A. William J. Smith -- he is the brother of my wife.

Q. A brother of your wife?

A. Yes, sir.

Q. Now, you saw that signed; didn't you?

A. I did; I was present when it was signed.

Q. And did you hear the conversation which preceeded the signing of that?

A. I did, I heard ew ry word of it, because we was all together in a group, no other person present.

Q. It was agreed by your wife, according to the terms of this contract, that the agreement should last for one year, that this man was to put \$2,000.00 into the business, and, at any time after nine months, he might terminate the contract; was it not?

A. By giving notice.

Q. Did you ever hear this man Spinoza go into your place and complain that he was not getting one half of the proceeds of that business?

A. No, sir; never in the world.

Q. Did you ever hear him go in there and ask to be permitted

to see the books?

A. No; he always had free access to the books.

Q. And when was it that he began to complain of everything that you did? You did as he requested; didn't you?

A. About the last of December; about Christmas.

Q. Everything that he requested you did; didn't you?

A. We did.

Q. You were getting 6% upon all the money invested, as interest?

A. He was getting 6%.

Q. Now, have you any records showing the payments which were made to that man of the 6% interest on all the money, and the one half of 30% brokerage?

A. Yes, sir, the books show it.

Q. They do?

A. Yes, sir.

Q. What were you getting?

A. I was getting nothing.

Q. You were doing that work all for nothing?

A. My work was for nothing.

Q. You are a man of considerable fortune; are you not?

A. No, sir, I am not.

Q. You can afford to work for nothing?

A. I am working to keep the roof over my head.

Q. How much was your wife getting?

A. She got one half of what she made.

Q. Who collected these moneys?

A. The money was collected in the office.

Q. By whom?

A. It is paid in the office, by the parties.

Q. To whom was it paid?

A. It was paid sometimes to my wife, and sometimes to me, as I represented her.

Q. As the money was paid, you gave receipts; did you not?

A. Yes, sir.

Q. Did you ever know ~~a~~ of a single receipt which was given by this man Spinoza to any person for the payment of any amount of money?

A. I don't know of any receipt that he ever gave; I couldn't swear positively about that, he may have; I would swear positively.

Q. You heard, as part of this agreement, that, at the end of the year, that \$2,000.00 was to be paid in a lump sum to this man Spinoza; did you not?

(Objected to, as there is no such provision in the contract.)

Q. Did you understand that he was to get his \$2,000.00 back, at the end of the year?

A. Well, I didn't understand it that way. I understood it that he was to get one half of the commissions and pay one half of the expenses; and, if the business was successful, why, then, of course, he would get back his money.

Q. How long did he continue to come to your place, at 10 East 14th street, to do work? About how long?

A. He came there very little to do work; he dropped in occasionally to stay half an hour or an hour, and go away, and see what was going on.

Q. How long did he continue to do that, a week, or a month, or a year?

A. Until last December. The latter part of last December, 1892.

Q. Everything was being done as he requested it?

A. It was, I believe, according to his request; to the best of my knowledge and belief.

49 Q. If the business was being done as he requested, do you know

any reason why he should find any fault?

A. I don't know why he should; I can't understand it.

Q. Were you present at the time when this power of attorney was given to your wife?

A. I was.

Q. Who is this William T. Hendrickson, a Notary Public?

A. He was a man that had an office in the building.

Q. Is he the William T. Hendrickson who was jointly indicted with your wife for forgery?

(Objected to. Objection overruled. Exception.)

A. I believe it is, yes, sir; when I was away he came in, because he was on the same floor. He had no business with me.

Q. How long was he in that office?

A. I couldn't say.

Q. About how long, how many years?

A. He might have been there a year or more; I couldn't say.

Q. And all the work as Notary Public that was done in your loan office was done by that man, while he continued there?

A. He was only called in when I was out, I am a Commissioner of Deeds, because it was convenient for my wife to call him in; that is all.

Q. How often have you been in trouble of this kind before?

(Objected to. Objection sustained.)

RE DIRECT EXAMINATION.

By Mr. McPheeters:

Q. Mr. Barringer, do you know about how much money has been collected on these notes?

The Court: You asked him that before.

Mr. McPheeters: No, I did not.

The Witness: About nine hundred dollars.

The Court: Now, you said, a moment ago, that you didn't ask it, and you didn't do it in a very polite way, either. You can ask him the question whether he has any personal knowledge.

Q. Have you any personal knowledge how much is outstanding in these notes and mortgages of Spinoza's?

A. To the best of my knowledge-----

Q. Answer my question: Have you any personal knowledge of how much there is standing out on these notes and mortgages of Spinoza's? If you have, say so; if not, say so?

A. About a thousand dollars.

Q. Have you any personal knowledge of it?

A. Only according to the books; that is all.

Q. You didn't keep the books, and, therefore, you don't know how much?

A. No, not positively; I think about a thousand dollars.

The Court: Strike it out.

By Mr. McPheeters:

Q. Were you present at different times when the commissions on Spinoza's portion of the commissions was paid to him?

A. Yes, sir; very frequently.

Q. I believe you stated that he was to have the whole of the interest, 6% interest?

The Court: He has already stated that.

By Mr. Bradley:

Q. Do your books show what those payments made to Spinoza were for, do your records in your office show that?

A. No, it is on account of the commissions; it is on ac-

count of a portion of his commissions.

Q. But no part of it was part of the \$2,000.00?

A. That I can't say, as regards that.

WILLIAM J. SMITH, sworn, and examined by Mr. McPheeters, testified:

Q. Mr. Smith, were you engaged or employed at 10 East 14th street on the 8th day of June, 1891, and prior to that time?

A. I was; yes, sir.

Q. Whose hand-writing is that in? (Contract shown to the witness.)

A. It is mine, sir.

Q. State who, if any one, furnished you with the draft of that contract?

A. Mr. Spinoza handed it to me, and I copied it off, and made two copies.

Q. How many copies did you make?

A. I made two.

Q. And that is one of the copies?

A. Yes, sir.

By the Court:

Q. What did you do with the draft, where is it?

A. I suppose I gave it back to Spinoza.

Q. What did you do with it?

A. I don't remember, Judge, now.

Q. You don't remember?

A. No, sir.

By Mr. McPheeters:

Q. Mr. Spinoza, you say, handed you the draft and asked you to make two copies of it, and you made them?

A. Yes, sir; I made them.

Q. Do you know when this contract was signed?

A. It was signed on the 8th of June.

Q. On the 8th of June, 1891?

A. Yes, sir, 1891.

Q. Were you present at the time?

A. Yes, sir.

Q. You signed it, as a witness, I believe?

A. As a witness, yes, sir.

Q. At the time that this was signed, or just before it was signed, did you hear any conversation between Spinoza and the defendant here in regard to it?

A. I did; yes, sir.

Q. State what it was, at the time, or immediately before?

The Court: For the purpose of modifying or changing anything?

Mr. McPheeters: Yes, I propose showing what the conversation was.

The Court: I will not allow you to introduce any evidence to contradict that paper.

Mr. McPheeters: I propose to show that, at the time, or immediately before, it was signed, that the defendant here objected to the word "service" in it; and I propose showing, as Spinoza explains, that is why he insisted on it going in there.

The Court: I won't allow it. You can't swear away a written contract in that way.

Mr. McPheeters: No, but we can explain it.

The Court: It doesn't need any explanation; it explains itself.

Mr. McPheeters: We have a right, as we understand, to show what the understanding and agreement was; and what was said in connection with this contract, and what lead up to it.

The Court: No.

By Mr. McPheeters:

Q. At the time this contract was signed, was there anything suggested by Mr. Spinoza about avoiding the usury law?

A. Yes, sir.

Q. Now, what did he say, in regard to avoiding the usury law?

A. He said that he put that word "service" there to evade the usury law, to get around it, something like that; that is what he said.

By the Court:

Q. And then it was signed with that understanding; was it?

A. Yes, sir.

The Court: And therefore the defendant in this case entered into an agreement to violate the Statute by evading the usury law; so that one was about as bad as the other.

Mr. McPheeters: There is considerable difference; the one was getting commissions, and the other was compelling that party to pay half the commissions.

The Court: I know. Both of them were engaged, according to your statement, in violating the Statute of this State; and one was as bad as the other.

Mr. McPheeters: Very well; it may be true.

By Mr. McPheeters:

Q. Did you hear any conversation immediately before the signing of this, or some time before, between those two, as to what was to be done with this money?

The Court: Excluded, on the ground that all conversations and all agreements are supposed, in law, to be merged into this agreement.

Mr. McPheeters: The Court refuses to allow the question, and we take an exception.

By Mr. McPheeters:

Q. Have you heard any conversation between the defendant and Spinoza since the signing of this contract, in regard to the business there?

A. Well, several times about the mortgages; she had in-

vested the money for him.

Q. Did you, at any time since the signing of this contract, hear Mr. Spinoza say that he was a partner there?

A. Yes, sir; a number of times.

Q. Several times?

A. Several times; yes, sir.

Q. Did you know of Mr. Spinoza acting as a book-keeper there at any time?

A. Never, sir.

Q. Or as manager?

A. No, sir; I never knew him to act as manager.

By the Court:

Q. She had no manager?

A. Only the husband.

Q. Who conducted this business?

A. Mr. Barringer and Mrs. Barringer.

By Mr. McPheeters:

Q. Now, do you know whether or not Spinoza insisted on an examination of the securities that was taken, and whether he did so examine them? Did he examine any of them?

A. I think one or two that he wanted to examine.

Q. Did he look over the mortgages to see what security was being taken?

A. Yes, sir.

Q. And at different times you say you heard him state that he was a partner in the business there?

A. Yes, sir.

By the Court:

Q. Who were the other partners?

A. I don't know that there was any; I don't know of any other, at that time.

Q. Who were they, the partners?

A. Mrs. Barringer.

Q. You know she was a partner?

A. Yes, sir.

Q. A partner of whom?

A. A partner of Mr. Spinoza, to the amount of \$2,000.00 he put in.

Q. Was that the kind of a partnership that existed between Slocum, Buckley and Webster?

A. I don't know anything about those.

By Mr. McPheeters:

Q. I believe part of the contention was, Spinoza insisted that he was a partner in the whole business; did he not?

A. Yes, sir; at one time.

Q. And Mrs. Barringer insisted that he only had an interest in loaning the \$2,000.00?

A. Yes, sir.

By Mr. Bradley:

Q. Smith, to whom does that business now belong, at 10 East 14th street?

A. I am not there -- I suppose it belongs to Mrs. Barringer.

By Mr. McPheeters:

Q. You kept the books, I believe?

A. Yes, sir; while I was there.

Q. Is that one of the books? (Showing book)

A. The first part is my writing.

Q. Look at Spinoza's personal account, that I show you.

By the Court:

Q. It commences on page 270, and it ends on page 271, does it not, of that book?

A. Yes, sir.

Q. Were those entries made by you?

A. No, sir.

Q. Who were they made by?

A. By a young man who came after me; I don't know who he is -- Mr. Campbell.

By Mr. McPheeters:

Q. Were those first entries made by you?

A. Not Mr. Spinoza's account, but the others were-- that is my writing.

The Court: He produces this book at page 2 and 3, left-hand page, under the heading of debtor on mortgages and securities.

By the Court:

Q. Is this the credit or debit?

A. It is all debit; there is no credit there at all.

Q. What is this? (Pointing to the page?)

A. That is the amount of the mortgage loan.

Q. On page 2, are those Spinoza's mortgages?

A. Yes, sir.

By Mr. McPheeters:

Q. Turn to Spinoza's person account, which I handed you, page 271. Look at that entry on the 15th day of June, 1891. Is that your entry, in your hand-writing?

A. That is not my hand-writing; I know that amount was paid.

Q. Now, then, did you make any entry in this book of money that was paid on that day, on the 8th day of June?

A. I think not; the 10th of June is my first writing there.

Q. You think you didn't keep any portion of this book then?

A. I kept a portion, the first part certainly. There is my writing, page 1 and 2; I started that book.

Q. You started that book -- 2 and 3, I presume?

A. Yes, sir.

Q. On the 10th day of June, 1891, two days after that first \$500.00, what is the first entry there?

A. W. Barbara Marvin, loan of \$68.00.

Q. A loan of \$68.00 made?

A. To W. Barbara Marvin.

Q. In whose name was that mortgage taken?

By the Court: Q. Do you know?

A. Mr. Spinoza's.

By Mr. McPheeters:

Q. In Spinoza's name?

A. Yes, sir.

Q. Have you any knowledge as to how many mortgages were made out in Spinoza's name, during that year?

A. The full amount, no, sir.

By the Court:

Q. Your writing stops where?

A. Stops right there (pointing to the book).

Q. Stops at July 3rd; does it not?

A. Yes, sir.

The Court: It commences on June 10th, and it ends July 3rd.

By Mr. McPheeters:

Q. How many mortgages were made out in Spinoza's name, during that time?

A. Twenty-four.

By the Court:

Q. All those are mortgages?

A. Yes, sir.

Q. You say that every one of those entries represents a mortgage?

A. Yes, sir.

Q. And that each one of those mortgages was made out to Spinoza?

A. Yes, sir.

Q. You are sure about that?

A. Yes, sir; I am sure about it.

By Mr. McPheeters:

Q. Are those all the entries you made in your book?

A. Up to that time; yes, sir.

Q. During the time that you were there, up to July 2nd, did Spinoza come to the office occasionally?

A. Yes, sir; he used to come there in the morning.

Q. What did he do when he came there?

A. I never saw him do anything -- stay around there for an hour or so. Once in a while he would make a little rush to make out a mortgage of his own, his own name; nothing else.

C R O S S E X A M I N A T I O N .

By Mr. Bradley:

Q. Smith, what business are you engaged in?

A. At present?

Q. Yes, at present?

A. I am out of business; I have been disabled.

Q. How long have you been out of business?

A. I have been disabled the last nine or ten months.

Q. How long have you been out of business? Answer my question.

A. Nine or ten months.

Q. Nine or ten months ago, when you were last working, by whom were you employed?

A. I was employed by Mr. Brown, 329 Bleecker street.

Q. In what capacity were you employed there?

A. Well, I was clerk to him.

Q. A clerk?

A. Yes, sir.

Q. How long were you working for Mr. Brown?

A. Up to the day he died.

Q. How long was that?

A. Oh, I guess I was with him a couple of years before that.

Q. A couple of years before nine months ago; are you sure it was a couple of years?

A. No; he has been dead about two years.

By the Court:

Q. What year did you stop working for Brown?

A. Along about 1891.

Q. What time in the year?

A. April or May.

By Mr. Bradley:

Q. You stopped working for Brown about April or May, 1891?

A. Yes, sir.

Q. That is more than nine months; that is two years?

A. I didn't say it was nine months; I said I had been disabled nine months, paralyzed.

By the Court:

Q. After you left Brown where did you go to work?

A. I went to work with Mrs. Barringer, my sister; I was there in 1891, before Mr. Spinoza came there.

By Mr. Bradley:

Q. How long were you working there?

A. I was working there, off and on, for about a year or so.

Q. That would be from 1891 to the end of 1892?

A. Yes, sir.

Q. From the time you left there until the time that you were disabled, for whom were you working?

A. I was not working anywhere from that time.

Q. You were not working anywhere?

A. No, sir.

Q. You are a brother of the defendant; aren't you?

A. Yes, sir.

Q. You say that you don't know who owns the place now?

A. Mrs. Barringer owned it; I don't know anything to the contrary, Mrs. Barringer owned it.

Q. Has she any special partners at the present time?

A. Not to my knowledge.

Q. Did you ever meet this man Buckley, from Middletown?

A. No, sir; never saw him in my life.

Q. Did you ever meet Mr. Castillo?

A. Yes, sir, I saw Mr. Castillo.

Q. He was doing business with you as special partner also, about the time when Spinoza was there; wasn't he?

A. He was there about that time.

Q. Now, what was the extent of his interest in that place?

A. I don't know.

Q. You don't know?

A. No, sir.

Q. Who else was there in that capacity as special partner, according to your story, besides Spinoza and Castillo?

A. None at that time, that I know of.

Q. Did you ever see Dr. Webster there?

A. I don't know Dr. Webster.

Q. Did you ever meet Dr. Slocum, or any of his personal representatives?

A. I saw Dr. Slocum.

Q. What was he there?

A. Nothing that I know of.

I saw him coming in and going out.

Q. Was he a special partner?

A. Not to my knowledge.

Q. Did he have a personal account there?

A. Not to my knowledge; I never knew of any intimacy.

Q. You only kept Spinoza's?

A. Yes, sir.

Q. You tell about Spinoza having a number of chattel mortgages made out in his favor as mortgagee?

A. Yes, sir.

Q. Did you ever see any chattel mortgages made out before Spinoza went there?

A. I think I have.

Q. In whose favor were they made out?

A. I think they were made out, I believe to Rosa B. Casanova.

(Objected to. Objection overruled. Exception.)

Q. Didn't Castillo come there about three weeks after Spinoza had been doing business with him?

A. I don't remember.

Q. Before the time when Casanova or Castillo was there, and before the time when Spinoza went there, in whose favor, as mortgagee, were the chattel mortgages made out?

A. I don't remember any one.

Q. You don't remember?

A. No, sir.

Q. Did you ever see any chattel mortgages made out in anybody else's name, except those two?

A. That is all I remember.

Q. Did you ever see any chattel mortgage made out in favor of Castillo?

A. Not Castillo's name -- Rosa

B. Casanova I did.

By the Court:

Q. Did you see any mortgages made to Castillo?

A. No, sir, I never seen them.

By Mr. Bradley:

Q. At that time, when you were there, you were acting as bookkeeper; were you not?

A. Yes, sir.

Q. You kept all the records of the place?

A. Yes, sir.

Q. And how much money, about, was invested in chattel mortgages at that time?

A. I don't know, sir.

- Q. Have you any recollection? A. No, sir.
- Q. No recollection at all? A. No, sir.
- Q. Well, Mr. Smith, this agreement is in your hand-writing; is it not? A. Yes, sir.
- Q. And it is your signature ~~which~~ is appended to it, as a subscribing witness?
- A. Yes, sir; that is my name.
- Q. Now, with regard to these mortgages which were made out in Spinoza's favor. Did you ever see him collect a penny upon any one of those chattel mortgages?
- A. I did not.
- Q. Who did collect the money? A. It was paid in the office.
- Q. Where were the mortgages kept?
- A. In the safe.

By the Court:

- Q. Did you file the mortgages in the Register's office?
- A. Mr. Spinoza filed his mortgage and then I made a copy of it, which was kept in the office.

By Mr. Bradley:

- Q. Didn't you hear your brother-in-law say, upon the witness-stand, that he inventoried all the goods, and that he was the one who took charge of all the records in the Register's office?
- A. No; I didn't hear him say that.
- Q. Well, you say that Spinoza went out to make an inventory of some of the goods?
- A. In one or two cases, I believe.
- Q. In one or two cases? A. Yes, sir.
- Q. Do you know where he went on both of those occasions?
- A. I don't know, sir.

Q. If the places were mentioned would you recollect them?

A. I don't know.

Q. Do you recollect his having been to the Alpine flats?

A. No, sir.

Q. Do you recollect his having gone to the Altoona flats, in Harlem?

A. No, sir.

Q. Don't you recollect that Mr. Barringer took him with him on both of those occasions?

A. No, sir, I don't remember; I know Mr. Barringer went out, but where they went I don't know.

By the Court:

Q. They both went out together; didn't they?

A. Yes, sir.

By a Juror:

Q. You testified to having seen Mr. Spinoza examining one or two mortgages?

A. Yes, sir.

Q. Were those the ones that he wrote himself?

A. That I can't say; he made out a great many of his own mortgages, and I made some out.

Q. Did you see him make out any in the office?

A. I saw him -- certainly I have -- yes, sir. I saw him make out some of his own mortgages in his own name.

Q. Those were not the ones you have testified to having seen him examine?

A. He would take them up and look at them, and say if they are all right.

Q. Were those the ones that you refer to as having seen him examine; those which he had written and made out himself?

A. Yes, sir.

By Mr. McPheters:

Q. State, if you know, whose hand-writing that mortgage is

made out in? (Paper shown)

A. Mr. Spinoza's, it looks like Mr. Spinoza's writing,
I am not sure.

Q. Look at that power of attorney, and say whose hand-writing
it is in, if you know?

A. I don't know.

By Mr. Bradley:

Q. Do you know where Hendrickson is now?

A. No, sir; I don't.

SIDNEY F. DAVIS, sworn, and examined by Mr. McPheeters, testified:

Q. Mr. Davis, were you acting as book-keeper at No. 10 East
14th street, at any time?

A. Yes, sir.

Q. Commencing at about what time?

A. The 15th day of last May, one year ago.

Q. The 15th day of May, 1892, you commenced there?

A. Yes, sir, '92.

Q. Are you acquainted with Zacharia V. Spinoza, or Z. Val.
Spinoza?

By the Court:

Q. Do you know the complainant? You saw him upon the witness-
stand.

A. Yes, sir; I went in his of-
fice different times.

By Mr. McPheeters:

Q. Do you know what business he had in there?

A. Well, it was always, to the best of my knowledge, that
he was a partner.

Q. Do you know?

The Court: Strike that out.

By the Court:

Q. He asked you what business he was engaged in in that office, if you saw; you know what that means, don't you? What did you see him do?

A. I don't know what his business was there.

By Mr. McPheeters:

Q. He came in there frequently? A. Yes, sir.

Q. Did you, in your capacity as clerk there, pay him any money for Mrs. Barringer?

A. I drew numerous checks, payable to his order.

Q. Could you give the Court and jury an idea of about the amount of money that was paid to him during the time that you were with Mrs. Barringer?

A. I couldn't remember the amount that I have drawn.

Q. How frequently did he come in and get money?

A. Well, at the first of my employment, he usually came weekly.

Q. And, during the greater portion of the time that you were there, did he come weekly?

A. Not the latter part of my being there.

Q. Was he the greater portion of the time there?

A. Well, two-thirds of the time I should say; I wouldn't be positive.

Q. He came weekly and got money?

A. And got money.

Q. What were his actions about the office, did he act as though he was a partner?

(Objected to. Objection sustained.)

By the Court:

Q. When he came to the office, what did he do?

A. He waited there until he got his money, and went out.

Q. Is that all?

A. So far as I ever saw,

that was everything that he done.

By Mr. McPheeters:

Q. Did you, at any time, see him look at Mortgages or books, or anything of that kind?

A. Never.

By the Court:

Q. When did you leave? You went there on the 15th of May, 1892.

A. I left there about two and a half weeks ago.

Q. That would be some time in April?

A. I left the 8th day of April.

By Mr. Bradley:

Q. You don't know anything else about this case?

A. Nothing.

ALFRED BOURIER, sworn, and examined by Mr. McPheeters, testified:

Q. You are acquainted with -- you know by sight the defendant here?

A. I know him, through an introduction.

Q. The defendant, this lady?

A. Oh, the defendant, yes; Mrs. Barringer.

Q. You know Spinoza, the complainant; do you?

A. Through an introduction by Mrs. Barringer.

Q. In the month of July, 1891, did you have any business transactions with the office there?

A. Well, I called upon Mrs. Barringer upon a little matter that existed between me and her-- that was, I don't know when, it might have been the 18th or 20th of July; I am not positive.

Q. July, 1891?

A. Yes, sir; '91.

By the Court:

Q. Was Spinoza there?

A. Yes, sir.

By Mr. McPheeters:

Q. What was said?

A. Only this, that Mrs.

Barringer introduced me to Mr. Spinoza as her partner.

By the Court:

Q. What did she say?

A. She says, "Mr. Spinoza, Mr. Bourier;" she says to me, "Mr. Spinoza is my partner here;" he bowed acknowledgement.

Q. He bowed; is that it?

A. Yes, sir, and I made the remark that it was a paying business, and they ought to make money; and he says, "Yes." That is all I know about the case.

By Mr. McPheeters:

Q. As I understand you, Mrs. Barringer introduced you to Mrs. Spinoza?

A. Yes, sir.

Q. And said, "This is my partner," and he bowed recognition of it?

A. He bowed. I says, "You ought to make money. It is a paying business;" and Spinoza said, "Yes."

By the Court:

Q. What is your business?

A. I am in the bonnet frame business.

Q. Do you know anything about the business carried on by the defendant?

A. Well, I know that I obtained a loan of her once myself, which I have paid.

Q. At 6% interest?

A. I got \$100.00 and paid \$130.00 -- they claimed that that was their commission.

By Mr. Bradley:

68 Q. Who did you pay that money to?

A. To the office at 10 East 14th street.

Q. To Mrs. Barringer?

A. Sometimes Mrs. Barringer, and sometimes there was other parties -- sometimes I didn't go myself, and sent it there.

SARAH ENCH, sworn, and examined by Mr. McPheeters, testified:

Q. Do you know Mr. Spinoza? A. I do.

Q. You have been in the office at 10 East 14th street?

A. Yes, sir.

Q. You were in there during the months of June and July, 1891?

A. Yes, sir.

Q. Did you ever meet Mr. Spinoza in there?

A. I did.

Q. When did you first meet Spinoza?

A. It was in June, in 1891.

Q. In June, 1891? A. Yes, sir.

Q. State what was said at that time, or any subsequent time, if you were there, about the partnership between them?

By the Court:

Q. You met him in June?

A. I met him in June; I was introduced to him then by Mrs. Barringer, as her partner. Later on I was in there, and there came a party in to get a mortgage--that had one mortgage-- and he made the remark that he could not give----

By Mr. Bradley:

Q. Was Spinoza there at the time?

A. Yes, sir; he was there at the time. He made the remark--this party wished a second mortgage--that she could not give a second mortgage before the first mortgage was

paid up; he said he was interested in the business.

By Mr. McPheters:

Q. When he was introduced to you, when she, Mrs. Barringer, introduced him to you, and stated that he was her partner, what did he say? A. He acknowledged it.

Q. What did he say?

A. He nodded his head when she introduced him -- "My partner," and he nodded his head.

By the Court:

Q. Is that all he said? A. Yes, sir.

By Mr. McPheters:

Q. It was at a subsequent time that he objected to the loan being made on the second mortgage?

A. Yes, sir.

Q. He said he didn't want his money to go in that way?

A. His money in that way; the first mortgage was made----

Q. Did he at that time tell you that he was a minister of the Gospel?

(Objected to. Objection overruled.)

A. Not at that time.

Q. Well, did he, at any time, during that year?

A. After that, there was a lady in the office; he made the remark that he was a minister of the Gospel, when I was there, but not to me personally.

Q. Not to you personally?

A. Not to me; this lady was there.

Q. Did you hear him say so? A. Yes, sir.

Q. Did he give that as a reason why he didn't want his name known in connection with this business?

By the Court:

70 Q. Did he say anything on that subject?

A. He said he didn't want his name connected in the chattel mortgage, as he was a minister of the gospel in his own country.

CROSS EXAMINATION.

By Mr. Bradley:

Q. What is your name? A. Sarah Ench.

Q. Are you one of the ladies who wrote a letter to me on the previous case that was up against Mrs. Barringer?

A. No, sir.

Q. You are a debtor; aren't you? A. No, sir.

Q. When were you? A. I am no debtor.

Q. On what business were you there at that office so frequently?

A. I went in there to see her; I was in there most every week.

Q. What is the source of your acquaintance with her; is it business or social?

A. Altogether social.

Q. Are you a relative of hers?

A. A sort of a relative.

Q. What sort of a relative? (The witness hesitated)

By the Court:

Q. What relative? A. I am her sister.

By Mr. Bradley:

Q. Why didn't you tell us that at first? You are the sister of Mr. Smith, who was here?

A. Yes, sir.

Q. Now, Mrs. Ench, when was it that you heard him say that he did not want to be mixed up in it, given any publicity, because of the fact that he was a minister?

71 A. Some time, I think, in the fall.

Q. That was about four or five months after he had got into the business?
A. In about two months after.

Q. After his \$2,000.00 was in it? (No answer.)

By Mr. McPheeters:

Q. You don't know whether his \$2,000.00 was in it or not; do you?
A. I don't know.

JULIA E. BARRINGER, sworn, and examined by Mr. McPheeters, testified:

Q. Mrs. Barringer, you are acquainted with Mr. Spinoza?
A. Yes, sir.

Q. State to the Court and jury how or when you first met Mr. Spinoza, and under what circumstances?

A. Well, my husband advertised for a capitalist, and he came to answer my husband; he sent a letter, and my husband sent a letter to him, and he called and stated that he had \$2,000.00 to invest. Mr. Barringer went to see him. Both times I was not dressed, but the third time I was dressed, and he says, "I want to go in with Mrs. Barringer;" he says, "She is the better man of the two."

Q. Well, what was said between you and Mr. Spinoza about business?

A. He said he had \$2,000.00 to invest, and he came within an ace of letting me have three thousand, and he said if it panned out well he would let me have five thousand, and the next year I could have all his children's money, that came in, to put in the business, as he had money coming over, and I could have that.

Q. Did you and he talk over how the business was to be run?

A. Every few days.

Q. At that time did you talk it over?

A. Yes, sir; he was to have half of my profits, and he was to pay half the expenses between us and half the losses.

Q. Was this money that he gave you to be invested in any particular way?

A. Yes, sir; in chattel mortgages.

Q. In chattel mortgages?

A. Yes, sir.

Q. That is, mortgages on furniture mostly?

A. Yes, sir; on furniture.

Q. Did he specify what rate of interest he wanted?

A. He wanted all he could get, and I said, "We will divide half and half, less the expenses."

Q. Now, then, was the note and mortgages to bear any interest?

A. Yes, sir; 6%.

Q. Who was to have that?

A. Mr. Spinoza.

Q. What rate of commissions did he request or direct that you should charge?

A. Well, he said 30%, or more if I could get it. If I was to get \$40.00 on a hundred, I was to get that, and no less than 30.

Q. What portion of those commissions did he stipulate that you should give him?

A. Half.

Q. That is, 15%?

A. Yes, sir.

Q. Now, then, did you pay him his 15%?

A. Yes, sir; every week.

Q. On the loans that were made during the week, he came in and got his commissions?

A. Yes, sir; every week.

Q. Can you tell about the amount of the commissions that was paid to him?

A. I can't guess; I didn't

73 keep the book, I had three book-keepers.

Q. Can you tell by looking at the books?

A. No; I ain't familiar with the books.

Q. You are not familiar with the books?

A. No, sir.

Q. Then, every week, as often as every week, he came in and got 15% of his money?

A. Every week, as it was paid in to me, at the end of the week we divided the profits.

Q. And did you loan out, on chattel mortgages, all the money that you received from him?

A. Yes, sir, every dollar, and more, too. As the commissions came in, we would re-invest again, as the installments were paid in, I would re-invest them over again, up to December, 1893.

Q. Now, about these chattel mortgages. Was there any talk or understanding between you and him in regard to that?

A. I don't understand you; what is it you say?

Q. Question repeated.

A. Well, that I should invest \$2,000.00 and divide the profits.

Q. You should invest the whole \$2,000.00 in chattel mortgages?

A. In chattel mortgages.

Q. Did he make any request that his mortgages should be made out in a certain name?

A. In his own name.

Q. In his own name?

A. Yes, sir.

Q. So that he took all the securities in his own name, had all made out in his own name?

A. Yes, sir.

Q. There were none of those mortgages made out in your name?

A. No, sir.

74 Q. Were copies of those mortgages filed in the Register's of-

fice?

A. Every time.

Q. And the notes were given to him at the time?

A. Yes, sir, were given to him.

Q. Now, then, in regard to the mortgages, was anything said about where they should be kept?

A. No, sir; he left everything to me.

Q. He left that to you?

A. Yes, sir; as long as he got his 15% he was satisfied.

Q. Was any of that money collected in, that was first loaned out and returned on mortgages again?

A. Yes, sir, returned again -- that was the understanding, to turn it over.

Q. Now, in regard to this contract here; did Mr. Spinoza say anything to you about being a minister of the Gospel?

A. Yes, sir; he was ordained by Bishop Potter.

Q. And did he say anything in that connection why he didn't want his name to appear?

A. Oh, he told me -- he said that if any of his friends came in, and I made them a loan, he would go right out of the business; he was mortally afraid of the law.

Q. He didn't want them to know?

A. No. He would certainly leave the business if any of his friends came in, and I loaned money.

Q. Did Spinoza give you any notice that he wanted to dissolve this arrangement or contract?

A. No, sir; never. He was perfectly satisfied; I was returning his money and giving him his profits every week--- nothing said about it until my husband put him out of the office, for insulting him.

Q. Now, he states, on the stand, that he gave you notice long

before the nine months expired, and several times afterward, that he wanted this dissolved?

A. Before my God he never did.

Q. And hasn't up to this day?

A. No, sir; not up to this day.

Q. Have you any accurate information as to the amount of money that he has standing out in those mortgages now?

A. I have, on two books; I should say about a thousand dollars, I should think that is still standing out; and I wanted him to take them and collect them. That frightened him, to do that, and he got out of the office.

Q. Did you, at any time, agree to employ Mr. Spinoza as your manager or book-keeper?

A. No, sir; I did not.

Q. Did you agree to give him half the commissions as book-keeper or manager?

A. No, sir; never.

Q. Only as you have stated?

A. Only as I have stated, the investment of the \$2,000.00

CROSS EXAMINATION.

By Mr. Bradley:

Q. I believe this is the Mrs. Barringer I had occasion to meet before?

A. I am hard of hearing.

Q. Mrs. Barringer will you please tell me the special partners whom you have had at different times in business?

(Objected to, as immaterial.)

(Objection overruled. Exception.)

A. Most of them have got their receipts in full.

Q. Now, tell me what special partners, as you call them, you have had in business with you at different times?

A. Well, Mr. Norris is one, but he has my receipt in

full; I settled with him.

Q. Mr. Norris was one?

A. Yes, sir.

Q. Who else?

A. Mr. Webster has all my notes, I think it is \$500.00, my promissory note.

By the Court:

Q. What is the name of your special partners?

A. Well, Mr. Norris; Mr. Webster I don't think was a special partner, he had my promissory notes, and I paid him half.

By Mr. Bradley:

Q. Well, who were the rest?

A. I haven't any more.

Q. Did you ever have any business with Mr. Underwood, a wine merchant, in Vesey street?

A. No, sir.

Q. When did your business relations with Dr. Slocum, of Cooper Union, cease?

A. Dr. Slocum-- I was simply a prodigy of his, he took great interest in me, I was a sort of an adopted daughter of his.

Q. When did your business relations with Dr. Slocum cease?

A. I never had any relations with him.

Q. Any business relations?

A. I never had any; it was with my husband.

Q. He was doing business with your husband?

A. Yes, sir.

Q. When did his business relations with your husband cease?

A. When he died.

Q. Which husband was that?

A. I mean Dr. Slocum died.

Q. When Dr. Slocum died?

A. Yes, sir.

77 Q. How long ago was that?

A. About two years ago.

Q. Your husband had a place then; didn't he?

A. He has had it for forty years.

Q. For forty years?

A. Yes, sir.

Q. When did your business relations with Mr. Webster cease?

A. I never had any with him; he held my notes, and I paid him back about \$350.00.

Q. He held your notes for what?

A. He came in and loaned me some money.

Q. He was not a special partner?

A. Not on \$500.00.

Q. What was Mr. Buckley, of Middletown?

A. Mr. Buckley is my friend; he brought me some flowers yesterday. Mr. Webster got my notes, and I paid him \$350.00 back.

Q. You signed this agreement; didn't you?

A. Under protest; I didn't want to sign it.

Q. Did you sign that agreement?

A. I did, sir.

Q. You did sign it?

A. Yes, sir.

Q. You were in your own place at the time?

A. I was.

Q. Surrounded by members of your own family?

A. I was, sir.

Q. Spinoza was alone?

(No answer)

Q. Now, will you please tell us when, for the first time, you gave this explanation about his having been a partner of yours, and that this money which was invested in the business was part of his \$2,000.00?

A. Always.

Q. You always did?

A. Yes, sir.

Q. Did you ever in your life-time mention it to Spinoza up to

78 the time when you went to the Police Court?

A. I always wrote letters to him, and called him my partner.

Q. Have you any record now in your possession, either here in court or in your place of business, at No. 10 East 14th street, which shows that any portion of that money which you paid him, either in cash or in checks or in note, was subtracted from the \$2,000.00 that he gave you; have you got any record to show it?

A. No, sir, because he took his commissions with him. Will you allow me to tell you something?

Q. Answer me the question, yes or no?

By the Court:

Q. Have you any record of it?

A. I don't remember that, I have got to look at my books again -- yes, I think he has been over-paid -- yes, he has received on his capital.

By Mr. Bradley:

Q. Where are the records?

A. In my books.

Q. Are they here?

A. Yes, sir; he has received more than his capital.

Q. Showing that that amount was subtracted from the \$2,000.00?

A. Yes, sir, because I gave him more than his profits.

Q. Can you show me where it was?

A. I have over-paid him on his capital.

Q. You are the Mrs. Barringer who is jointly indicted with William T. Hendrickson?

A. Spare me that. I haven't been tried yet.

Q. Are you, or are you not, the same Julia EL Barringer?

A. It is a false charge.

Q. Do you know where Hendrickson is?

A. No, I don't. It is false, and you know it. Please

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Don't bring that up; you told me there was nothing in it, remember -- yes, you did -- only that Hendrickson being away gave me a black eye. Please spare me that, for that is two years ago, and it was a mistake -- I am a woman.

Q. Who was it put the advertisements in the paper for people who had money to loan, or whatever it was?

A. My husband.

Q. Did you ever insert any?

A. I objected to it.

Q. Did you ever insert any such advertisements?

A. No, sir, I never did.

Q. I understand that when you had loaned money for men or borrowed from them, you were in the habit of taking some of them out carriage-riding occasionally?

(Objected to. Objection sustained.)

Q. Now, Mrs. Harringer, how often have you been convicted?

A. Well, I have never been convicted but once and this time.

Q. I want to know how often?

By the Court:

Q. What were you convicted of?

A. Judge, I was convicted on an innocent charge, which they haven't tried.

Q. You said you were convicted once? A. Yes, sir.

Q. When was it? A. I don't know.

Q. When was it? A. I don't remember, Judge; two years ago.

Q. Where was it, in this court?

A. No, sir, not in this court.

Q. Where was it? A. It might have been up stairs.

80 Q. It was in this building, anyway? A. Yes, sir.

Q. What were you convicted of?

A. I had a party in with me-----

Q. Larceny or burglary or what? What was it you were convicted of? Make it short?

A. Well, Mr. Bradley knows.

Q. I am asking you?

A. Well, they said it was forgery.

Q. What was done with you?

A. Nothing; I am still

in the District Attorney's office.

Q. Nothing was done?

A. No, sir.

Q. You were not sentenced on it?

A. No, sir.

By Mr. McPheeters:

Q. You have never been convicted at all?

A. No, sir.

Q. You are mistaken about that?

A. Yes, sir.

Mr. Bradley: On that charge she has not been convicted.

By the Court:

Q. Were you ever convicted of anything?

A. No, sir; never.

Q. You know what convicted means?

A. Yes, sir,-- never in my life.

Q. Why did you say you were once?

A. I mean indicted.

By Mr. Bradley:

Q. Now, Mrs. Barringer, at the time when this business was being carried on, you say you were getting 6% on all the money invested as interest, and 30% brokerage. Did you not know, at that time, that you were committing a crime?

A. No, sir, I didn't know, because they told me I was a broker.

31 Q. Did you hear what Spinoza said upon the witness-stand this

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morning, that when he first went to you you insisted that the mortgages should be made out in his favor, as mortgagee, because, by that means, you could evade the usury law, and obtain any amount you wanted as a broker?

A. No, sir, never.

Q. You never did any business of that kind before you met him; did you?

A. I had each one separately.

Q. With whom did you do business before that time?

A. I am still doing business yet.

Q. Before the time when you met this man Spinoza, with whom were you doing business in letting out money on chattel mortgages?

A. Before that?

Q. Yes?

A. My husband was doing the business.

Q. Were you there at the time?

A. Sometimes.

By the Court:

Q. Can't you answer that question, and save a good deal of trouble?

A. What am I to say?

Q. You are to say the truth?

A. I am trying to tell it.

Q. What other parties were you engaged in loaning money to on chattel mortgages before you met this complainant?

A. Nobody to my knowledge, that I remember now.

By Mr. Bradley:

Q. Let me refresh your recollection. Can you think of some other person with whom you did business, loaning money, before that time?

A. No, I can't remember.

Q. You cannot remember any?

A. No.

Q. And this man Spinoza was the first one suggested it to you?

A. No, he didn't suggest it to me.

82 Q. Your husband had been doing that kind of business before;

hadn't he?

A. My husband told me it was a profitable business.

Q. Your husband had been doing that kind of business before you met Spinoza?

A. Yes, sir; he had.

Q. What were the terms which he was charging?

(Objected to. Objection sustained.)

By Mr. McPheeters:

Q. A few minutes ago, Mrs. Barringer, you answered the District Attorney and said that you had been convicted once; that was a mistake, wasn't it?

A. Yes, sir.

Q. You have never been convicted on any charge?

A. No, sir.

Mr. McPheeters: The defendant rests.

REBUTTING EVIDENCE.

GEORGE BRAUMONT, sworn, and examined by Mr. Bradley, testified:

Q. Mr. Beaumont, do you know the defendant in this case?

A. I do, sir.

Q. How long have you known her?

A. I think about five years.

Q. Do you know other people who know her?

A. Oh, yes; plenty.

Q. Have you ever heard her reputation discussed for honesty or for truth and veracity?

A. Yes, sir, I have.

By the Court:

Q. Do you know what her reputation for truth and veracity is?

A. Yes, sir, I do.

Q. Is it good or bad? A. I think it is very bad.

83 Q. Would you believe her under oath?

A. Not where her interest was concerned.

By Mr. Bradley:

Q. You say you wouldn't believe her under oath, if she had any interest?

(No answer)

C R O S S E X A M I N A T I O N .

By Mr. McPheeters:

Q. Have you heard anybody speak of her reputation?

A. I have a personal knowledge of it.

Q. I don't ask you for your personal knowledge.

A. Yes, sir; I heard people speak of it.

Q. Who?

(Objected to.)

A. Oh, various people.

Q. Name some of those you heard speak of it?

A. I could name some of them.

By the Court:

Q. Well, name them?

A. Well, I can name-----

By Mr. Bradley:

Q. Any of them, Mr. Beaumont?

A. There is a house-full where we live; I will tell you the names, Mr. Coleman, George Coleman.

By Mr. McPheeters:

Q. Where is his address?

A. At 124 West 11th street.

Q. When did he say anything about her?

A. I couldn't say the exact time; I couldn't tell the time.

Q. When?

A. Within the last month.

Q. Well, what did you say to him, and what did he say to you?

A. Why, we both came to the same conclusion.

Q. Who started the conversation?

A. I don't know; I suppose it occurred from the fact that the case was brought up in the court, and it called up the circumstance; that is the idea.

Q. Now, what did he say?

A. She was a bad egg, something of that kind, that is the idea.

Q. Well, now, name some other party?

A. There are ladies in the house, Mrs. Tuft, in the same house.

Q. What is that house, a boarding house or a lodging house?

A. That happens to be a lodging house.

Q. You live there?

A. Yes, sir.

Q. Who keeps that lodging house?

A. Miss Sears.

Q. Doesn't your wife keep it?

A. I am speaking of 124. I live in 122 and 120.

Q. Do you live in the same house that your wife lives in?

A. Yes, sir; I do.

Q. It was in that house?

A. That is where the conversation occurred.

Q. Well, did this gentleman claim to know the lady?

A. I should think he did; he lived in the same house with her for a very long time. He claimed to know her, the same as anybody else in the house did.

Q. Who were those ladies you say that you heard speak of her?

A. Mrs. Tuft.

Q. What is her business?

A. Her business is -- she is living on her income, I suppose.

Q. You suppose?

A. Yes, sir.

Q. She doesn't do anything?

A. No, she doesn't do anything.

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Q. She lives in a lodging house?

A. Yes, sir; she does.

Q. What did she say about it?

A. Very much about the same conversation occurred.

Q. Well, who else did you hear speak of the defendant?

A. I heard Mr. John R. Corcoran.

Q. And where does he live?

A. The poor fellow is dead now, unfortunately; but I could tell a good deal about Mr. Corcoran and Mrs. Barringer.

Q. You might tell something about some other people, too, and Mr. Corcoran, I suppose?

A. Yes, sir.

Q. Well, now, isn't it a fact that your wife and this defendant have had a little dispute over a board bill, and that your wife claimed there was due some ten or fifteen dollars, something of that kind, and this defendant claims-----

A. I guess it is more than that.

Q. There was a dispute over a board bill?

A. There was a little dispute about a board bill.

Q. Your opinion and those others principally came from that source?

A. Not at all.

Q. The board bill didn't influence your mind at all?

A. No. I came down here, as a good citizen, to expose a dangerous character; that is what I did.

Q. You go about then doing that kind of business?

A. No, that is not my business at all.

Q. But it was in this particular case, because there was a dispute between your wife and this defendant?

(No answer)

86 Q. You have threatened this woman that you would expose her,

and show her up, &c?

A. What did you say?

Q. Question repeated.

A. No, sir, never; I have never done anything of the kind.

Q. You have made threats?

A. I have never made any assertion of the kind.

Q. Did you, in the presence of Mr. Lee, threaten anything?

A. I told Mr. Lee that I was going to come down here and give a truthful account of what I knew of her.

Q. That was the statement that you made?

A. Yes, sir, that is the statement I made; that is all I said, that I am aware of.

Q. Did you make any statement, to any party, that you were coming down here to show her up?

A. I don't know that I did.

Q. Do you know that you did not?

A. I am sure that I didn't say I was coming down here for the purpose of being malignant, or anything of that kind.

Q. Then you did go around telling some people that you were coming down here to testify?

A. I very likely told people I was coming down here.

Q. Coming down here for the purpose of showing her up?

A. No; for the simple purpose of exposing a dangerous character.

Q. Did you state that at the time?

A. Yes, sir; I did.

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Mr. Bradley: That is all, your Honor.

EDWARD W. LEE, called by the Defence, being duly sworn, testified:

By Mr. McPheeters:

Q. Mr. Lee, you have seen the witness that has just left the stand?

A. I have.

Q. Did you see him recently, before this trial?

A. I did, yes, sir.

Q. Where?

A. At 78 University Place.

Q. Did he have anything to say about this woman?

A. He made the remark that he was coming down here to testify against her, against her character.

Q. To testify against her character?

A. He did, yes, sir.

Q. Did he state any reason why he was coming down here to do that?

By the Court:

Q. Did he say anything else on that subject?

A. No, sir.

By Mr. McPheeters:

Q. Mr. Lee, you are engaged in business near where Mrs. Barringer's place is; are you not?

A. I am just right nextdoor.

Q. How long have you known the defendant, Mrs. Barringer?

A. About two years.

Q. During that time you have been acquainted with other people who knew her?

A. I have; yes, sir.

Q. You know her reputation for truth and veracity; do you?

A. I have never heard anything out of the way about Mrs. Barringer, until to-day.

88 Q. You have never heard it questioned before to-day?

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A. Nothing, no, sir.

Q. You associate with those who are acquainted with her?

A. Yes, sir; I have.

By Mr. Bradley:

Q. You say you never heard her reputation for honesty and veracity questioned; have you ever heard anybody speak about her character at all?

A. I have not; no, sir.

Q. Then you don't know what her reputation is; reputation is what other people say about you?

A. I can't say anything against her.

Q. You never heard any conversation about her character?

A. No, sir; I have not.

By the Court:

Q. General reputation is what people in the neighborhood, acquaintances, say about the character of a person. Did you ever hear anybody discuss this woman's character?

A. No, sir, I have not.

Q. What you testify to is only what you know yourself?

A. Yes, sir.

LAMINA ERGOT, sworn, and examined by Mr. McPheeters, testified:

Q. You are acquainted with the defendant here?

A. Yes, sir.

Q. And have been for several years, I believe?

A. Four years.

By the Court:

Q. How long do you know her?

A. Four years.

By Mr. McPheeters:

89 Q. Do you know other people that know her, and people that as-

sociate with her?

A. Yes, sir.

Q. Do you know her character for truth, veracity and honesty?

(Objected to)

A. I have heard her spoken well of. I have had business relations with Mrs. Barringer.

By the Court:

Q. Do you know this woman's reputation for truth and veracity?

A. I have always heard her spoken of so. My experience with Mrs. Barringer is, she has always been truthful and kept her agreements with me.

By Mr. Bradley:

Q. What are the sources of your acquaintance with the defendant?

A. I met Mrs. Barringer first in business there; I borrowed money from her four years ago.

Q. Are you a debtor of hers still?

A. Not at all; she was paid promptly, according to agreement.

Q. So that your social relations began through those relations?

A. Yes, sir.

Q. You have remained very friendly since?

A. I have loaned Mrs. Barringer money, and she always paid me back promptly. I stepped in Mrs. Barringer's office, in a social way, when I passed by.

Q. Were you subpoenaed as a witness here to-day?

A. I was not.

Q. You came down through your friendly interest in this woman?

A. Yes, sir.

The Court adjourned.

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Wednesday, May 24th, 1893.

The case of JULIA E. BARRINGER continued.

Mr. McPheeters: I ask that the District Attorney now elect which count he will go on to the jury.

The Court: I haven't seen the indictment. What does the District Attorney say?

Mr. Bradley: I hope your Honor will not compel us either count. We should prefer to go to the jury upon the indictment as it stands, if your Honor will permit it.

The Court: Yes, I will not compel them to elect.

Mr. McPheeters: We will have an exception noted to the ruling of the Court.

The Court: Yes; note an exception.

Counsel on both sides summed up to the jury.

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ORIGINAL

0458

THE PEOPLE,

vs.

JULIA E. BARRINGER.

THE RECORDER'S CHARGE:

Gentlemen of the Jury: This defendant is indicted for the crime of grand larceny in the first degree. The grade of larceny is to be determined by the value of the property, as you shall find it, ~~whether it exceeds \$500.00~~ *of less than \$500.* ~~in value.~~ If it ~~does~~, it is grand larceny in the first degree; if ~~the property taken is less than \$500.00~~ *If the value of goods does not exceed* ~~is over \$25.00 and not amounting to \$500.00~~, it would be grand larceny in the second degree. But I do not suppose that there will be any dispute in this case that, if a larceny was perpetrated, it must necessarily be grand larceny in the first degree, because the amount alleged to have been stolen or taken amounts to \$2,000.00.

~~Now,~~ Our Statute defining the crime of larceny is extremely clear; it is very easily understood, and very easily applied by men of the most ordinary intelligence to the facts, as they find them to exist, in any particular case.

The Statute provides that a person who, with ^{the} intent to deprive or defraud the true owner of his property, or ^{of the} use and

benefit thereof, or to appropriate the same to the use of
the taker, or of any other person, or obtains such possession
by color or aid of fraudulent or false representation, or
pretense, or of any false token or writing; or secretes,
withholds, or appropriates to his own use, or that of any
other
~~other~~ person, than ~~that of~~ the true owner, any money, person-
al property, thing in action, &c, steals such property and
is guilty of larceny; or, having in his possession, custody
or control, as ^abailee, servant, attorney, agent, clerk,
trustee, or *officer of* any ~~other~~ person, association, ^a~~cor-~~
poration, ~~portion, &c,~~ takes ~~that~~ property and appropriates ^{it} to his or
her own use, with a felonious intent, ~~is also guilty of lar-~~
~~ceny, or~~ --in the language of the Statute--steals such prop-
erty and is guilty of larceny.

Now, ^{there} are two counts in this indictment. One
count is framed under the first sub-division of the section
to which I have called your attention. ~~The first~~ ^{It} charges
this woman, as bailee, ^{she} ~~as~~ having the control and custody of
the property of Mr. Conbeant
~~this~~ \$2,000.00, ~~and~~ with felonious intent to deprive and de-
fraud the complainant, the true owner, ^{through his} ~~of this~~ property, ~~ap-~~
propriately
*ap*propriated it to her own use.

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the
The material facts of this case appear to be very
brief; ~~they are very~~ easily understood, I think, and I do
not apprehend that you will have very great difficulty in
coming to a conclusion, either one way or the other, upon
the question of the guilt or innocence of this woman-- in
other words, whether *or has not* she has violated the provisions of *the* this
Statute. It appears in ~~this case~~ that this woman is married
to a man of the name of Barringer, *who* and for ~~quite~~ a number
of years ~~he~~ has been carrying on a business, in the city of
New York, similar to the business which it is claimed, on
the part of the prosecution, that this woman stated to the
complainant that she was engaged in at the time that ~~this~~
agreement was made and entered into between her and him.
If you believe it
There is evidence in this case, tending to show that this
woman was *so* engaged, either with or without her husband, for
a period of six or seven years, anyway, prior to the time
specified in this indictment. There is no evidence in this
case, if I recollect right --however, you will correct me if
I am wrong--that they were engaged in the business of loan-
ing money on chattel mortgages prior to the time disclosed

by the evidence. ~~Now, it~~ ^{also} ~~appears in this case~~ that Mr. Barringer inserted an advertisement in the New York Herald. That advertisement has not been produced, but there is no dispute that he did insert an advertisement calling upon some person with capital to loan out ~~his capital~~, and that ~~the complainant~~ ^{Harry Reed etc} ~~this man~~ having some money, ~~saw that~~ advertisement, ~~and~~ ^{an} ~~re-~~ lied in writing to it. ~~The~~ interview was had with Barringer, himself, I think two interviews were had with him, but it resulted anyway in the complainant having been referred to the defendant ~~in this case~~, Mrs. Barringer. ~~There was a~~ ^A conversation then occurred between Mrs. Barringer and the complainant, in which she wanted the complainant to put ^{in her hands} up \$3,000.00, as security for the faithful performance by him of ~~the~~ ^{such} services which he would be required to render in her place. ~~He~~ ^{Business} ~~said~~ ^{The Complainant} he would consider ~~that~~ ^{The Proposition} and left. He had a ^{further} conversation ~~again~~ with her, after considering the ~~matter~~ ^{proposition}, and he finally consented to place in her hands, according to his statement, the sum of \$2,000.00, as security ^{for} and that she accepted it from him as security for his good conduct. ^{By the} ~~Now, this~~ agreement in writing ~~was~~ formally executed

by both the parties to this transaction; ~~and in that agree-~~
~~ment~~ *It is claimed that* she agrees with Spinoza that, "In consideration of the
sum of \$2,000.00, to her paid in hand, as hereinafter pro-
vided, ^{she} covenants and agrees to take the party of the second
part into her service, at No. 10 East 14th street, for the
term of one year, beginning from ^{the} ~~this~~ ^{of the agreement} date, and ~~it is~~ left to
^{how long he should} the pleasure of Mr. Spinoza ~~to~~ continue rendering his person-
al services, ^{other} ~~and it is~~ ^{thereby} further agreed that, at the expira-
tion of nine months from this day, either party ^{to} ~~of~~ this
contract shall give notice to the other if ~~the~~ ^{it} cancellation
~~of this agreement~~ is desired, and the party of the second
~~part~~ ^{the complainant should} shall be entitled, as pay for his said services, one
half of the net proceeds arising from the commission bus-
iness carried on ^{by the defendant} at No. 10 East 14th street, city of New
York, under the name of the party of the first part. The
said amount of \$2,000.00 to be returned to the second party
in a lump, at the expiration of the contract."

Now, gentlemen, if that was the agreement made and
entered into by and between those two parties, it did not
amount to a partnership. It was an agreement, on the part

of the defendant ~~in this case~~, to employ the plaintiff in
her service and in the business which she was then carrying
on in 14th street, ~~in this city~~, and that he was to receive
for his services a certain share of the commissions which
might
~~were to~~ be made in that business-- *that is* one half of the net pro-
ceeds arising from the commission business carried on at
The Complainant
that place. ~~Now, then, he~~ says that under this agreement,
\$2000
he gave to this defendant ~~and~~ there does not seem to be
of this sum any question as to the payment in three ~~different amounts~~ *installments*
to the Complainant
~~the sum of \$2,000.00~~. The first payment was made on June 8,
1891, of \$500.00; the second payment, of \$500.00, on June 12,
1891, and the third and last payment on the 16th of June,
1891, of \$1,000.00, making \$2,000.00 in all. She says that,
it was understood that
although she executed this agreement, ~~in the first place it~~
it
constituted a partnership between her and the complainant;
and
and, ~~in the second place~~ *actual* that the ~~real~~ agreement was that
this complainant was to deposit with her the sum of \$2,000.00
which she was to invest in bonds or chattel mortgages, the
and to her
mortgages to be paid to him, he ~~holding~~ the notes ~~and she~~
for which the mortgages were security. He to
the copies of retaining the mortgages, ~~except~~ the originals which were

~~was the first~~
~~on file~~ in the Register's office, ^{was} and she also obtaining
~~to have her~~
~~from him~~ a power of attorney to collect interest which would
would become due from time to time upon these mortgages..

^{and}
~~She~~ says that in consideration of his advancing her his mon-
^{for and purpose}
ey she was to charge a commission for making the loan. Those
commissions ^{new} ~~were~~ charged at the rate of 30%, and the loan was
to bear interest at the rate of 6%, ^{Complainant} and he was to receive
one half of ^{the} ~~these~~ commissions and all of the ~~the~~ interest.

~~That is her claim. That claim is not sustained by this~~
~~written contract,~~ and it is for you to say what this agree-
^{valley}
ment was. If this woman received ^{the} ~~this~~ \$2,000.00 from the

complainant as security for ^{the} ~~his~~ proper performance of what-
^{by the Defendant}
ever duties he might be assigned to ~~in that place~~, and he

made that deposit with her upon that understanding, the ^{title to}

^{so}
money, although ~~it was~~ transferred to her, still remained
~~in the Complainant's name~~
the money of the complainant, ~~and the title still continued~~

^{Defendant}
~~to vest in him,~~ and this woman would have no right to use
^{the purpose for which it was deposited}
this money for any purpose other than to protect herself

against any dishonest or ^{illegal} ~~improper~~ act on the part of the
^{as her employee,}
complainant; and if she appropriated ^{the money so deposited with} ~~that property~~ with the
felonious intent to deprive the complainant of ^{the} ~~the~~ possession

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~~of it~~, she is guilty of larceny. If you come to the conclusion ^{upon the evidence}

that the real arrangement between those two people was

^{the agreement} that ~~this man~~ was to advance \$2,000.00 to be used in that ^{the}

^{Defendant stated it was} business conducted by this ~~woman~~, to be loaned out on chattel

mortgages or in any way in that business, and that he was

to receive one half of the commissions ^{for making} ~~on~~ the loans, and

the ~~of~~ interest, which he says he was to receive and did not

^{The did not misappropriate the money &} receive upon such loans ~~as were made~~, then she is not guilty

^{should not} of larceny, and ~~cannot~~ be convicted under this indictment.

It is a question for you to say what ^{the} ~~this~~ agreement was, ^{between} ~~between~~

^{these parties was} and whether or not this woman has been brought within the

^{the} provisions of ~~this~~ Statute.

I will not trouble you, gentlemen, with any long quotations, but I will refer you to one case ~~decided by the~~ Court of Appeals. ~~There has been another case decided since~~ by the General Term of the Supreme Court, where the law governing this state of facts as it is claimed to have been established by the People is settled. In this case the Court ^{The Court deciding the case say} ~~of Appeals say that~~, the evidence was in substance that the defendant advertised for a clerk. Miss Herder applied for

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the position, and was advised that the defendant required a deposit of \$600.00, in cash, as security for the faithful performance of the duties of the position. Miss Wilson, the complainant, thereupon delivered to ^{the} ~~the~~ defendant six one hundred dollar bills, ^{who} ~~and the defendant~~ ^{as the defendant} executed and delivered to Miss Wilson an instrument, of which the following is a copy:

"New York, October 12, 1882.

Miss Wilson has this day deposited in my hands \$600.00, as security for the faithful performance of the duties of Miss Hattie M. Herder, who it is agreed shall enter my employ on Monday, October 23, 1882, and will continue to work for me every day except Sundays, from 10:00 A. M. till 3:00 o'clock P. M., at the salary of \$12.00 per week, payable weekly, for the term of six months, or longer if mutually agreeable. It is further agreed that if either Miss Hattie M. Herder or myself wish to terminate this contract, either party must give thirty days' notice, in which case this \$600.00 will be returned to Miss Helen Wilson, and all salary due Miss H. M. Herder paid to Miss H. M. Herder up to the date of her leaving my employ. I also agree to pay 6% interest on this \$600.00 during the time it remains in my hands, payable to Miss Helen Wilson.

(Signed) Mrs. C. ^R Morse."

^{say}
~~Now, the Court of Appeals says,~~ upon that state of

of a crime in obtaining and appropriating the money of Miss Wilson; but her counsel claims that the crime was procuring ^{the} money by false pretenses, and not grand larceny, of which she was convicted. It is conceded by the District Attorney that if Miss Wilson intended ^{not only} ~~not only~~ to part with the possession, but also with the title of the money, then the defendant could not be properly convicted of grand larceny, but could be convicted only of the crime of false pretenses. It is also conceded by ^{the} defendant's counsel that if Miss Wilson intended to part with the possession of the money only for a particular purpose, and not with the title, then, upon the facts of this case, the defendant was properly convicted of grand larceny. The rules of law applicable to such a case as this have been so clearly laid down and so thoroughly discussed in various cases in this court, that a further statement or examination of them at this time is wholly unnecessary."

In the case I am reading from now, which was before the Court of Appeals and tried in this court, the Judge of this court charged: " If you are satisfied from the evidence, beyond any reasonable doubt, that it was the design of the defendant, Carrie R. Morse, to fraudulently and feloniously obtain the complainant's money and convert it absolutely to her own use, without the complainant's consent, and that in pursuance of that design the defendant so obtained \$600.00 by the means and in the manner and under the circumstances testified to by the People's witnesses, with the intention of converting the money absolutely to her own use, without the consent and against the will of the complainant, and that the complainant did not intend to part with the \$600.00 ab-

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solutely, but only gave the accused temporary possession thereof, as security for the faithful performance of the duties of Hattie M. Herder, I charge you that you can and ought to convict the defendant of grand larceny-- otherwise, she should be acquitted. Did she part with the money for the specific purpose of securing the defendant against any loss by reason of the acts of Hattie M. Herder while in her employ? Was that the only reason she parted with it? Was that the intention she had when she gave up the physical possession of it to the defendant? If such you find to be the fact, and then you further find, as I have instructed you here, that all the acts disclosed by the evidence ^{do} constitute a scheme, a trick, ^{and} a device for the purpose of feloniously getting the money, then your verdict ^{shall} be Guilty."

~~The statement of law covering that particular case~~
~~was held to be correct.~~ Now, ~~then~~, if this complainant deposited the money as security for the faithful performance of such duties as he should be assigned to perform by this defendant, and ~~that~~ she received it upon that understanding and agreement, and having ^{obtained} ~~gotten~~ possession of it lawfully, she ~~subsequently~~, with a felonious intent to deprive and defraud the complainant of that money, used it for any other purpose than as security for his good conduct, and converted ^{it} ~~the proceeds~~ to her own use, she is liable to be convicted

101 under this indictment of grand larceny in the first degree.

~~If that was the real agreement that was made, it was this~~
woman's duty to have that money and pay it over to him upon
the cancellation of the agreement after he gave
~~demand. He testifies that he did give her notice, that he~~
desired to cancel the agreement and demand the money
~~did demand his money, and that she refused to pay it or any~~
part of it. He says that he gave her such
notice to make such demand

~~Now, it is for you, gentlemen, as I have already~~
stated, to determine what the intent in this case was, and
~~as you determine that, and the further question as to whether~~
this woman by felonious means obtained the possession of this
property from the complainant, and feloniously converted it
to her own use, in violation of the agreement and understand-
ing under which it was deposited, as is claimed, she is
guilty; it is for you to say, upon all the facts of this
case, whether that is so or not.

Now, *W*hen you come to examine the evidence, you will
find that there is in some respects a conflict between the
testimony of the complainant and that of the defendant. In
determining to whom you will give credence, you must take
into consideration this written agreement, because this is
the highest grade of evidence known to the law. It is ~~a~~

~~written understanding and agreement~~, executed under seal,
between those parties, and where two parties execute an agree-
ment ~~of this sort~~, under seal, all prior parole agreements
and promises ~~the law~~ considers to be merged in the written
contract, and the written contract is the final agreement and
arrangement which has been made. Any subsequent agreement
in reference to the transactions may be made orally or by
parole, but no prior conversations or transactions ~~have a~~
are permitted
~~tendency~~ to contradict or to impeach the written contract
~~were admitted~~. It is claimed here, on the part of the Peo-
ple, that the complainant's testimony is corroborated by
and that then
this written agreement. ~~There~~ is not one word said in this
agreement about a co-partnership. There is a statement in
it
~~this agreement~~ that this man is to render services, and that
the Defendant
~~she~~ employed him in her business to render such services as
he may desire to render or may be called upon to render, ~~but~~
~~there is nothing in this agreement mentioning a co-partner-~~
~~ship~~. You, as business men, know perfectly well that you
sometimes employ a man in your business, and instead of
paying him a week ly or monthly salary you say, "We will pay

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you a commission on such goods as you may sell," or, "We will give you so much of the profits of the business, as a compensation for your services, ~~at the end of a month, or six months, or a year~~" whatever the term may be. That does not constitute a co-partnership. You will use your own good common sense in determining what the facts of this case are.

I ought to say a word to you about something that has been alluded to during the trial of this case. You must understand distinctly, gentlemen, that this is not a private prosecution. This is a prosecution instituted by the people of this State against the defendant, for an alleged violation of one of the criminal laws of the State, and the plaintiffs in the suit are the people of this State, and this defendant is the defendant. The complainant who has testified in this case is merely a witness on the part of the People, and nothing more, ~~so far as this case is concerned~~. You must also understand that because a person is a complainant in a criminal proceeding that that does not deprive him of the right to bring a civil action to recover anything that he is legally entitled to recover for an alleged violation of the law.

Complainant

This ~~man~~ had a perfect right to bring a civil action and to
against this defendant to recover anything due him legally
maintain it, and the People have a perfect right to maintain
for a violation of a Criminal Statute

a criminal action against this defendant. The mere fact
that this man has chosen to bring a civil suit to recover
money which he says he deposited with this woman, has noth-

ing whatever to do with this case. The only fact in refer-
ence to that matter which has any bearing upon this case is
the fact that there is an admission in ~~that~~ *his* sworn complaint

Defendant *whom*
that this ~~woman~~ has made payments reducing the amount of
\$2,000.00 which it is alleged that she converted, ~~belonging~~

to the complainant. Now, *he* the complainant has given you what

he calls his explanation, how he came to swear to that com-
and make that admission
plaint. *the* If you believe that statement in his complaint was

willfully and corruptly made, that he made it knowing it to
be false at the time that he made it, it *ought to* ~~should~~ affect his

Credibility
~~testimony~~ as a witness in this case. To that extent you

may take that admission in the complaint into consideration.

As I understand, his explanation of it is that he employed a
lawyer, and that the lawyer drew the complaint, and that he
swore to it -- ~~I presume~~ upon the supposition that the lawyer

understood what the facts were and had drawn his complaint

Correctly
~~from them.~~

~~Now, this woman must be treated and will be treated~~
~~just the same as you treat any other person.~~ The law recog-

nizes no difference between criminals so far as sex is con-
cerned -- whether it ^{be} is a man or a woman; they are both lia-
ble to ~~the~~ ^{to punishment for a} violation of the criminal statutes of this State,
and are to be treated exactly alike. The same rules of law

and evidence apply to the case of a woman as to that of a
man, and jurors are not to permit their sympathies to get

the better of their good judgment. You will give this woman
the benefit of ^{every} a reasonable doubt, ~~if you find any reasonable~~

~~doubt arising in the evidence, because~~ the prosecution must
~~and if it has failed to do so you must acquit~~
satisfy you of her guilt beyond all reasonable doubt; but if

the evidence satisfies you of her guilt beyond reasonable

doubt, then it is your duty to convict ~~her~~. Your verdict will

be either guilty or not guilty.

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Mr. McPheeters: I ask your Honor to instruct the jury, first: if the jury find, from the evidence in this case, that at the time the complainant, Spinoza, delivered the money to the defendant it was agreed between them that the money should be invested in chattel mortgages, and that the profits should be equally divided between them, and the money was so invested, then the defendant should be acquitted.

The Court: I have charged that, substantially, and I refuse to charge other than I have charged.

Mr. McPheeters: We will take an exception. I ask your Honor to charge the jury that if they find from the evidence in this case that the money delivered by the complainant to the defendant was so delivered under an agreement that the defendant should invest such money in chattel mortgages for the complainant, and charge 30% commission to the mortgagor, and that the complainant was to receive onehalf, or 15%, on said commissions, and the defendant did so invest said mortgages, the defendant should be acquitted.

The Court: I charged that; ~~you didn't hear me~~. I refuse to charge ^{again} it, on the ground that I have already charged it.

Mr. McPheeters: To which we take an exception. We further ask the Court to charge the jury that if they find from the evidence that the complainant, Spinoza, prepared the agreement, then it must be construed, if there is a conflict, against the complainant.

The Court: I do not understand any such rule of law, and I decline ^{to} to charge ~~that~~.

Mr. McPheeters: To which we take an exception.

The Jury rendered a verdict of Guilty.

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ORIGINAL

0475

Stenographer's Transcript.

May 1893

Filed May 1893

J. 225-62

POOR QUALITY
ORIGINAL

0476

Stenographer's Transcript.

May 1893

Filed May 1893

for 225-42

The People

vs.

Julia E. Barringer

POOR QUALITY
ORIGINAL

0477

At 4 o'clock General Session
The People vs
^{Aggr.}
Julia E. Bessinger

Hon John R. Fellows.
Dear Atty &c.
Sir Please to take notice
that in all the pleadings
and proceedings herein I
will move the Judge of
General Session on Saturday
Jan 18th ^{at 10 42 am} to order
discharging the Defendant
on her own recognizance
Respectfully
J H Pirkey
Depts atty.

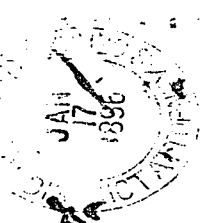
POOR QUALITY
ORIGINAL

0478

N.Y. let-
Alfred Lawson
The People's

Judson & Birming

Wm. C. ...
A. H. ...
J. ...
J. ...



**POOR QUALITY
ORIGINAL**

0479

COURT OF GENERAL SESSIONS

-----x
The People of the State of New York

Against

J u l i a E. B a r r i n g e r
-----x

This is a motion for the reduction of the bail of the defendant pending the decision of her appeal to the General Term from the judgment of conviction rendered against her by this Court, whereby she was convicted of the crime of Grand Larceny in the first degree.

The defendant, Julia E. Barringer, was convicted in this Court of the crime of Grand Larceny in the first degree and was, on the 14th day of August 1893, sentenced to four years imprisonment in the States prison for women.

After conviction her counsel moved before the learned trial Justice for a certificate of reasonable doubt and stay of proceedings pending the decision of the defendant's appeal to the General Term of the Supreme Court for the First Department. This motion was granted under section 527 of the Criminal Code and the defendant is entitled to be enlarged on bail in an amount to be fixed by the Justice who granted the motion. This amount has been fixed at Four thousand dollars and a motion has now been made that this sum be reduced to Three thousand dollars.

It is respectfully submitted that the facts of this case do not warrant any such reduction.

**POOR QUALITY
ORIGINAL**

0480

COURT OF GENERAL SESSIONS

-----x
The People of the State of New York

Against

J u l i a E . B a r r i n g e r
-----x

This is a motion for the reduction of the bail of the defendant pending the decision of her appeal to the General Term from the judgment of conviction rendered against her by this Court, whereby she was convicted of the crime of Grand Larceny in the first degree.

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After conviction her counsel moved before the learned trial Justice for a certificate of reasonable doubt and stay of proceedings pending the decision of the defendant's appeal to the General Term of the Supreme Court for the First Department. This motion was granted under section 527 of the Criminal Code and the defendant is entitled to be enlarged on bail in an amount to be fixed by the Justice who granted the motion. This amount has been fixed at Four thousand dollars and a motion has now been made that this sum be reduced to Three thousand dollars.

It is respectfully submitted that the facts of this case do not warrant any such reduction.

**POOR QUALITY
ORIGINAL**

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(2)

The evidence in the case showed that the defendant perpetrated a deliberate and villainous swindle upon the complainant, Zacriah V. Spenoza, whereby the latter was defrauded of the sum of Twothousand dollars. It was further shown that the ~~xxxxx~~ defendant was a woman above the general intelligence, social position and associations ^{of} ~~above~~ the ordinary criminal class. Considering these circumstances, the gravity of the offense, the length of the sentence and the position of the defendant it is respectfully submitted that the amount of bail already fixed is reasonable and that any reduction of bail will be attended with danger of the escape of the defendant beyond jurisdiction.

Further, the attention of the Court is respectfully ^{that} called to the fact ~~xx~~ the conduct of the defendant during the trial of this case was such as to show that she had no moral scruples as to evading the execution of her just punishment and that she is entitled to no leniency at the hands of this Court.

Respectfully submitted

Geo. Gordon Battle

Deputy Assistant District Attorney.

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ORIGINAL

0482

Court of General Sessions

THE PEOPLE OF THE STATE OF NEW
YORK.

against

Julia E. Barringer

Memo and Den

Affidavit in opposition to
a reduction of bail.

DE LANCEY NICOLL,

DISTRICT ATTORNEY,

No. 32 CHAMBERS ST.,

NEW YORK CITY.

POOR QUALITY
ORIGINAL

0483

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

THE PEOPLE OF THE STATE OF NEW YORK, :

against :

JULIA E. BARRINGER. :

Sirs:-

PLEASE TAKE NOTICE that the defendant herein,
Julia E. Barringer, hereby appeals to the General Term of
the Supreme Court of the State of New York from the judg-
ment of conviction of grand larceny in the first degree
rendered against her in this Court on the 14th day of
August, 1893, and from the order denying defendant's motion
for a new trial herein.

Dated New York, August 14th 1893.

Yours &c.,

Wm. Travers Jerome,
Attorney for defendant,
No. 5 Boekman Street,
New York City.

To

John F. Carroll, Esq.,
Clerk of the Court of General Sessions
of the Peace of the City and County of New York; and

To

De Lancey Nicoll, Esq.,
District Attorney of the
City and County of New York.

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ORIGINAL

0484

Report of General Sessions

The People vs

v

Julia E. Barringer

Notes of Appeal

Mrs J. JEROME & NASON,

Attorneys for

Temple Court,

7 BEEKMAN STREET,

NEW YORK CITY

To John F. Farrell Esq
Clerk

POOR QUALITY
ORIGINAL

0485

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

THE PEOPLE OF THE STATE OF NEW YORK,

against

JULIA E. BARRINGER.

I, FREDERICK SMYTH, Recorder of the City of New York, and the Judge who presided at the trial of the above named defendant in the above entitled action, HEREBY CERTIFY that in my opinion there is reasonable doubt whether the judgment of conviction rendered herein, on the 14th day of August, 1893, should stand.

Dated New York, August 14th 1893.

F. Smyth
Recy

*Bail on appeal
fixes at \$4000.
Ry*

POOR QUALITY
ORIGINAL

0486

Sept of several sessions

The above

vs.

Julia C. Garrison

Extrajudicial & reasonable

done

Mr. JEROME & NASON,

Attorneys for

Temple Court,

7 BECKMAN STREET.

NEW YORK CITY.

Filed Aug. 14th 93

POOR QUALITY
ORIGINAL

0487

Pol 1.

COURT OF GENERAL SESSIONS OF THE PEACE,
For the City and County of New York,
-----X

The People of the State of
New York,

against

Julia E. Barringer.
-----X

Sir :

PLEASE TAKE NOTICE, that upon the annexed affidavit
of Julia E. Barringer, verified this day, and upon all the
papers, pleadings and proceedings herein, I shall move this
Court, at a Trial Term ^{Part III} thereof, to be held at ~~the~~ 32 Chambers
Street in the City of New York, on the 18th day of Septem-
ber 1893, at eleven o'clock in the forenoon or as soon there-
after as counsel can be heard, for an order reducing the
amount of bail herein from \$4,000. to \$3,000. and for such
other and further relief as to the Court may seem just.

Dated New York September 14th. 1893.

Yours &c.

Wm Travers Jerome

Attorney for Defendant,
5 Beekman Street,
New York City

To

DeLancy Nicoll, Esq.
District Attorney &c.

POOR QUALITY
ORIGINAL

0488

Vol 1.

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

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

against

Julia E. Barringer.
-----X

City and county of New York, ss :

JULIA E. BARRINGER, being sworn, says : I am the
defendant above named, and I was on the 23rd. day of May 1893
convicted of the crime of grand larceny in the first degree
before the Hon. Frederick Smyth, Recorder, and a jury, and
thereafter and upon the 14th. day of August 1893, I was sen-
tenced to imprisonment for the period of 4 years and
~~months~~ ; since the time of my trial I have been imprisoned
in the City Prison and am still so ~~impr~~ imprisoned. I have
appealed from the judgment of conviction pronounced herein,
and the said the Hon. Frederick Smyth, Recorder, has granted
a certificate of reasonable doubt whether said conviction
would stand on appeal and the execution of said judgment is
now stayed pending the hearing and determination of said
appeal. I am 43 years of age and am married. I have
always lived in New York City. I have no real estate and
my personal property in furniture and clothing does not ex-
ceed in value the sum of \$500. The only other property
that I have are certain notes secured by chattel mortgages
upon which I cannot at present realize anything. I have
diligently endeavored through my husband and friends to ob-
tain bail in the sum of \$4,000. pending the hearing and de-
termination of said appeal, but have not succeeded in ob-

POOR QUALITY
ORIGINAL

0489

4
taining bail. I am informed and believe that I shall be
able to obtain good and sufficient bail should the amount of
bail required be reduced to \$3,000. I have always af-
firmed my innocence of the crime for which I was convicted
and believe that my appeal will result in the granting of a
new trial, and am informed by my counsel and believe that
in his opinion a new trial will be granted, and the grant-
ing of a certificate by the trial judge ^{can} affirms me in the
belief that this is probable, knowing as I do that I had no
intention of stealing. All my interests and friends are
in New York City.

Sworn to before me this
14th day of Sept. 1893.

Julia E. Barringer

Robt. C. Taylor

Notary Public for New York City
New York City, N. Y.

POOR QUALITY
ORIGINAL

0490

Court of General Sessions

The People v

Julia E Barringer
(orig)

Notice of Motion to
reduce bail re & affr.

W. T. JEROME & NASON,

Attorneys for Deft.

Temple Court,

7 BECKMAN STREET,
NEW YORK CITY.

Due service of the within.....

Notice of Motion.....

is hereby admitted.

Dated, New York Sept. 1883.

Attest. Attorney for

Edw. M. Mink
Wrote the Bail
as per order by me
on granting
the application
that the Petitioner
Mink be released

Wm
Sept 21 / 83

**POOR QUALITY
ORIGINAL**

0491

Hon. Frederick Smyth,
Recorder.

Sir:

I respectfully submit the following report relative to the character of Julia E. Barringer:

Emilio M. Castillo, room 70 Potter Building, said: About two years a Mrs. Rosa B. Casanova, whom he represented, put an advertisement in the papers that she had \$5000 to loan. An answer was received from Julia E. Barringer, and she entered into an agreement with said Barringer to loan money on chattel mortgages at 6% interest and a commission, said commission to be divided between the Barringer woman and Mrs. DeCasanova. Mrs. DeCasanova loaned altogether \$2100, and received only about \$300 she had loaned on these chattel mortgages.

On a certain loan made about July 14, 1891, to Carrie Travers, amount \$335 on household furniture at 136 West 37th St., which was bought by Annie Watterson subject to mortgage. On Sept. 3, 1891, ~~an~~ ~~xxx~~ Annie Watterson paid to William T. Hendrickson \$335 and interest for a release of the mortgage. Subsequently Mrs. DeCasanova attempted to collect the amount of the mortgage and ascertained the amount had been paid to Hendrickson, he having given a release purporting to have been signed by Mrs. DeCasanova. Hendrickson afterwards admitted to Annie Watterson that he knew the release was signed by Julia E. Barringer with Mrs. DeCasanova's name. Mrs. Julia E. Barringer was arrested for this offense on Dec. 9th 1891 and held for Grand Jury, indicted, and now out for same under \$1500 bail. Hendrickson was also indicted with the Barringer

**POOR QUALITY
ORIGINAL**

0492

2.

woman, but not arrested.

Edward Eden, 196 Broadway, says, he has known Julia E. Barringer for several years, and her mode of conducting business was this:- She would put advertisements in paper to loan money on chattel mortgages signing herself "English Widow," and answers would be sent to a Mrs. Philips, and Mrs. P's husband would bring these people to Mrs. B's office, who would loan them the money, and a few days later foreclose the mortgage and take their property .

John V. Conklin, 45 Broadway, note broker, said; that some time ago he had a transaction with Julia E. Barringer; that he gave her a lot of negotiable notes, about \$30,000, which he placed in Mrs. B's hands to sell. Mrs. B. kept the notes for some time, and would not give them up until threatened with civil order of arrest.

POOR QUALITY
ORIGINAL

0493

General Agreement.

Repler & Co

W. Reid Gould, Law Blank Publisher and Stationer, 168 Nassau St., N. Y.

Articles of Agreement, Between Julia E Barringer of the
City and County of New York of the First Part,
and Zacharias V. Spinosa of the City and County
of New York of the Second Part.

The part of the first part, in consideration of the sum of \$2000
to her paid in hand as hereinafter provided

covenant and agree to take the party of the second part into
her service at \$2.10 each 14th for the term of one year begin-
ning from this date and it is left to the pleasure of Mr
Spinosa to continue rendering his personal services, and
it is further agreed that at the expiration of nine months
from this day either party of this contract shall give notice
to the other if the cancellation of this agreement is desired
and the party of the second part shall be entitled to pay
for his said services one half of the net proceeds arising
from the commission business carried on at \$2.10 each 14th
at City of New York under the name of the party of the
first part the said amount of \$2000 to be returned to
the second party in a lump at the expiration of the
contract

The part of the Second Part, in consideration of the interest given
to him as herein provided

covenant and agree to pay to the party of the first
part \$500 Five Hundred Dollars on the signing
and execution of this instrument and \$1500
Fifteen Hundred Dollars more in three different
payments at \$500 each (until the sum of \$2000
is paid) at such times as may be required by
the party of the first part during the term of
this agreement as above specified

In Witness whereof, the parties hereunto have set their hands and seals the
Eighth day of June in the year one thousand
eight hundred and Ninety one

Sealed and delivered in the presence of

Wm. J. Smith

Julia E Barringer
Zacharias V. Spinosa

POOR QUALITY
ORIGINAL

0494

June 8th 1891

Julia E. Barringer

and

Nathaniel V. Brown

Agreement.

POOR QUALITY
ORIGINAL

0495

POWER OF ATTORNEY

W. Reid Gould, Law Blank Publisher and Stationer,
139 Nassau Street, cor. of Beekman, and 120 Broadway, N. Y.

Sept 27 57
Know all Men by these Presents, That
Isacharias V. Spinosa of the city, County and
State of New York

have made, constituted and appointed, and by these presents do make, constitute and appoint *Julia E. Barringer*,
my true and lawful attorney for me and in my name, place and stead
to collect any and all money or monies due or to grow due
under and by virtue of any and all chattel mortgages that I
have or own with full power to see and enforce the same in any
court of law or equity to final judgment and collection of this
either in my name or in the name of my attorney. also to
prosecute criminally as she deems best any person persons
attempting to cheat or defraud myself by virtue of said chattel-
mortgage with full power to receipt give acquitances and
instruments in writings and under my seal for any and
money or evidences of money received or the discharging
or satisfaction of any mortgage.

giving and granting unto my said attorney full power and authority to do
and perform all and every act and thing whatsoever requisite and necessary
to be done in and about the premises, as fully to all intents and purposes, as
I might or could do if personally present, with full power of substitution
and revocation, hereby ratifying and confirming all that my said attorney
or her substitute shall lawfully do or cause to be done by virtue hereof.

In Witness whereof, I have hereunto set my hand and seal
the *29th* day of *October* in the year one thousand eight
hundred and *Ninety One*. *Isacharias V. Spinosa*
Sealed and delivered in the presence of
Chas. Brokaw

State of New-York,
City and COUNTY OF *New York*

ss. Be it known, That on the *29th* day
of *Oct* in the year one thousand eight hundred
and *Ninety One*, before me
a Notary Public in and for the County and
State aforesaid duly commissioned and sworn,
personally came *Isacharias V. Spinosa*,
known to me and to me known to be
the individual described in and who executed the
above power of Attorney, to be his free act and deed.
In Testimony whereof, I have hereunto subscribed my name the
day and year last above written.

Wm. T. Hendrickson
Notary Public for
N. Y. County

POOR QUALITY
ORIGINAL

0496

Isachar Isaac V. Vinnova

TO

John C. Barringer

POWER OF ATTORNEY.

Dated October 29th 1891

POOR QUALITY
ORIGINAL

0497

No. 2.

1691

TO THE CHIEF CLERK.

Please send me the Papers in the Case of

Papers in the
PEOPLE
Case
vs.

Julia Barringer
George G. L.

May 10 /
93

Filed in

District Attorney.

Box 1

POOR QUALITY
ORIGINAL

0498

No. 2.

1691

TO THE CHIEF CLERK.

Please send me the Papers in the Case of

Papers PEOPLE *in the*
us.
Cases

Julia Barringer
Grog & G

May 10 /
93

Filed in

District Attorney.

Box 1

POOR QUALITY
ORIGINAL

0499

Sec. 192.

2 District Police Court.

Undertaking to Appear during the Examination.

CITY AND COUNTY } ss:
OF NEW YORK, }

An information having been laid before John R. Voorhis a Police
Justice of the City of New York, charging Julia E. Barringer Defendant
with the offense of Larceny Felony

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

WE Julia E. Barringer Defendant of No. 50 E. 12
Street, by occupation a Real Estate
Frieda Hart and of No. 160 E. 106 Street,
by occupation a Housekeeper Surety, hereby jointly and severally under-
take that the above-named Julia E. Barringer Defendant shall personally
appear before the said Justice, at the 2 District Police Court in the City of New York, during
the said examination, or that we will pay to the People of the State of New York the sum of 100
Hundred Dollars.

Taken and acknowledged before me this 24
day of April 1893

John R. Voorhis Police Justice.

POOR QUALITY
ORIGINAL

0500

City and County of New York, ss:

Sworn to before me this
day of March
1899
John J. Sullivan
Police Justice.

Freida Hart
the within-named Bail and Surety, being duly sworn, says, that he is a resident and Free
holder within the said County and State, and is worth Eighty Hundred Dollars,
exclusive of property exempt from execution, and over and above the amount of all his debts and liabilities
and that his property consists of House and lot of land
situated at 236 E 97 Street and
valued at fifteen thousand dollars
and clear Freida Hart

District Police Court.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Undertaking to appear during
the Examination.

ss

Taken the day of 189

Justice.

POOR QUALITY
ORIGINAL

0501

Police Court—

2 District.

1912
Affidavit—Larceny.

City and County } ss.
of New York,

Zacharia V. Spinosa
of No. 75 West 100 St Street, aged 49 years.

occupation Teacher or about 8 being duly sworn,

deposes and says, that on the 8 day of June 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 day time, the following property, viz:

Two thousand
Dollars in gold and lawful
money of the United States

\$ 2,000

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 Julia E. Barringer.

The
Defendant engaged Deponent as a
manager of her business, under a written
agreement whereby Deponent was to
Deponent with her the sum of two
thousand dollars in cash, which money
the Defendant agreed to return
to Deponent at the end of twelve
months upon Deponent's demand,
and, on or about the 8th day of
June 1893 Deponent did so
demand the said money, and
the Defendant refused to pay said
money and subsequently upon Deponent's
demand the Defendant refused
and neglected to pay over the

Sworn to before me, this

189

day

Police Justice.

POOR QUALITY
ORIGINAL

0502

said money and defendant charges
that defendant feloniously appropriated
said ten thousand dollars to be
own use, thus depriving the true
owner, defendant, of the same
kind. Defendant asks that
defendant be held with a the
law agents

Zacharia V. Spinoza

SWORN TO BEFORE ME

THIS 21 DAY OF

April 1893

John H. Ketchum
POLICE JUSTICE.

POOR QUALITY
ORIGINAL

0503

Sec. 198-200.

1882
District Police Court.

City and County of New York, ss: *Julia E. Barringer*

Julia E. Barringer 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. *Julia E. Barringer*

Question. How old are you?

Answer. *41*

Question. Where were you born?

Answer. *N.Y.*

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

Answer. *50 W. 124 St. - 2 years*

Question. What is your business or profession?

Answer. *Dealer in Real Estate and Diamonds*

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*

Julia E. Barringer

Taken before me this

day of

August

189

Police Justice.

POOR QUALITY
ORIGINAL

0504

1847

Sec. 151.

Police Court 2 District.

CITY AND COUNTY } ss. *In the name of the People of the State of New York; To the Sheriff of the*
OF NEW YORK, } *County of New York, or any Marshal or Policeman of the City of New York:*

Whereas, Complaint in writing, and upon oath, has been made before the undersigned, one of
the Police Justices for the City of New York, by Zachary J. Sprague
of No. 75 West 100 Street, that on the 21 day of June
1897, at the City of New York, in the County of New York, the following article, to wit:

and couple money of \$12.00
United States
of the value of Two thousand Dollars,
the property of deposits
w. a taken, stolen and carried away, and as the said Complainant has cause to suspect, and does
suspect and believe, by Julia E. Barringer

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

These are Therefore, in the name of the PEOPLE of the State of New York, to command
you the said Sheriff, Marshals and Policemen, and every of you, to apprehend the bod of the
said Defendant and forthwith bring him before me, at the 2 DISTRICT POLICE
COURT, in the said City, or in case of my absence or inability to act, before the nearest or most
accessible Police Justice in this City, to answer the said charge, and to be dealt with according to law.

Dated at the City of New York, this 21 day of June 1897

John E. Barringer POLICE JUSTICE.

POOR QUALITY
ORIGINAL

0505

Police Court 2 District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Zachary V. Spinoze
vs.
Julia E. Barringer

Warrant-Larceny.

Dated *April 21* 1893

Voorkis Magistrate.

Connelly Officer.

The Defendant *Julia E. Barringer*
taken, and brought before the Magistrate, to
answer the within charge, pursuant to the
command contained in this Warrant.

Benard K. Connelly Officer.

Dated *April 21* 1893

This Warrant may be executed on Sunday
or at night.

Police Justice.

5:20 P.M. 4:45 M. A. J. O. E. M. H. N. M. 30. M. 12. M. H. C.

POOR QUALITY
ORIGINAL

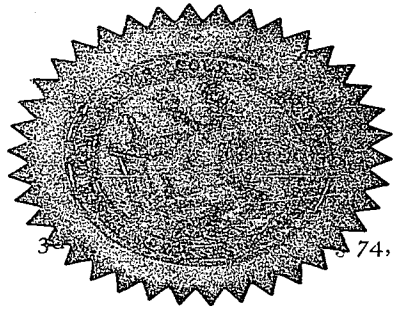
0506

2557

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

**a Recognizance
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.



3-74, p. 687.

GIVEN UNDER my hand and attested by the seal
of the said Court this 16th day
of January in the year of our Lord one
thousand eight hundred and ninety-six

John F. Carroll

POOR QUALITY
ORIGINAL

0507

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

An indictment having been found on the 10th day of March 1893, in the Court of General Sessions of the Peace of the City and County of New York, charging Julia E. Barringer with the crime of Grand Larceny, and he having been duly admitted to bail in the sum of Twenty hundred dollars.

We Julia E. Barringer defendant, residing at No. _____ Street, and Stephen Merritt residing at No. 328 W. 20th Street

surety, hereby jointly and severally undertake that the above-named Julia E. Barringer shall appear and answer the indictment above mentioned, in whatever Court it may be prosecuted, and shall at all times render ~~him~~ herself amenable to the orders and process of the Court; and if convicted, shall appear for judgment and render ~~him~~ herself 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 Twenty hundred dollars.

Taken and acknowledged before me, } Julia E. Barringer Principal.
this 21 day of May 1893 } Stephen Merritt Surety.

J. Smith
Recorder

POOR QUALITY
ORIGINAL

0508

And we, the undersigned, principal and surety in the annexed recognizance, do hereby Stipulate, Agree and Consent, that in case said recognizance shall be forfeited, that a copy of the order of the Court forfeiting the same, together with this recognizance, be filed in the office of the Clerk of the City and County of New York, and that judgment may be entered for the several sums set forth in said recognizance, and that execution issue forthwith thereon according to law.

Witness John A. Lonsdale

Julia E. S. Booringer Principal

Stephen Merritt Surety.

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

.....
the above-named surety, being duly sworn, deposes and says, that he
is a resident and a holder within the said City, County
and State; that he is worth the sum of
hundred dollars, exclusive of property exempt by law from execution.

Sworn to before me this day }
of 189 , }

POOR QUALITY
ORIGINAL

0509

State of New York, }
CITY AND COUNTY OF NEW YORK, } ss.

1417

I, Stephen Merritt 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 Julia E. Barringer (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 January 16th 1896

Stephen Merritt Surety.



NEW YORK

Court of General Sessions of the Peace.

THE PEOPLE, ETC.,
ON THE COMPLAINT OF

Recognition to Answer.

vs.

Julia E. Barringer

Taken the 21 day of May 1894.

Approved as to Form and Sufficiency.

Dated May 21 1894.

Virginia M. Davis
District Attorney.

Identified by W. J. Brown

Filed 21 day of May 1894.

POOR QUALITY
ORIGINAL

0510

\$4.000 - 1896 for 60 " 1/2 24 2000.
ad. 24 " " 2010. 4th. Bond for 4

BAILED,
No. 1 by Henry H. Hays
Residence 110-8 Ave
Street
No. 2, by _____
Residence _____
Street
No. 3, by _____
Residence _____
Street
No. 4, by _____
Residence _____
Street

Receivable by M/90
by Stephen Merritt
210-8 Ave

Police Court---
District. 306

THE PEOPLE, &c.,
OF THE COUNTY OF

Julie E. Barringer
vs. John P. Barringer
Defendant

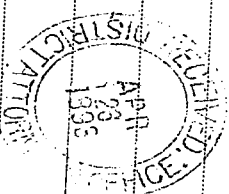
Dated, April 22
189

Connelly
Magistrate
Officer
Precinct

Witnesses _____
Street

No. _____
Street

No. _____
Street



No. 4000
to answer Good
Direct

Bailed
for 4

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

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

Dated, April 22 189) John P. Barringer Police Justice.

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

Dated, April 23 189) John P. Barringer Police Justice.

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

Dated, _____ 189 _____ Police Justice.

POOR QUALITY
ORIGINAL

0511

People of the State of New York, etc.,

vs.

J u l i a E. B a r r i n g e r.

City and County of New York, ss:

Edward H. Kissam, being duly sworn says that he has been an attorney and counsel of the Supreme Court of the State for nearly twenty years and for about five years has had his office at 258 Broadway, New York City and has been attorney for the defendant in her general business for five or six years.

That about the 21st of April, 1893, she was arrested at the instance of one Spinoza on the charge of larceny in appropriating about \$2000. which he claimed he had given her as security.

That on the 22nd of May, 1893, she was tried and defended by one McPeters as deponent did not practice to any extent in the criminal courts. On the 24th of May she was found guilty and was subsequently sentenced for four years though Recorder Smyth issued a certificate of doubt and held her to bail in the sum of \$4000. That she was imprisoned on the 18th of May, 1893, and remained in the Tombs closely confined^{until} about the first of June, 1894, having been in the Tombs a few days over a year as she was unable to procure bail though the judgment was reversed by the general term of the Supreme Court on the 16th of February-1894. Subsequently one Merritt on or about the 1st of

**POOR QUALITY
ORIGINAL**

05 12

June, 1894 went on her bond and she was released, she remaining in the City at 13th Street and Broadway from that time until the 17th inst, when she was surrendered by her bail and has been incarcerated in the Tombs ever since. Her husband died on the 15th inst and deponent knows of no reason why the bail should have been surrendered except that Merritt who was the undertaker, might have thought she would leave the City on the death of her husband. Upon her husband's death she procured the said Merritt to attend to the interment of her husband and on the day before her incarceration paid him his bill for funeral expenses and was the next day arrested.

That deponent does not believe that a conviction could be had in the case as the strongest evidence in existence was produced at the trial and the judgment was reversed-notwithstanding. That deponent being the general attorney for the defendant knew at the time of the entire transaction from both the complainant and the defendant that the complainant was simply to invest \$2000. with the defendant to have her place the same in chattel mortgages and they were to divide the profits between them.

That the instrument introduced on the trial to show that the money was left on deposit only was a mere fiction to protect the principal money of Spinoza from any attacks of usury so that the defendant charged her commission to the borrowers which was entirely separate from the interest to pay Spinoza. That all the mortgages were taken in Spinoza's name and he gave the defendant a power of attorney

POOR QUALITY
ORIGINAL

0513

to do as she chose with all "my" mortgages showing that they belonged to him and at the time of the trial she had upward of \$2000. of these mortgages which had been in his hands and made out to him and deponent knows of his own knowledge that the transaction was one purely of partnership between the complainant and the defendant and if the complainant had awaited the collection of the mortgages he would have realized a large amount on his investment.

That deponent has had consultations with Mr. Justice Jerome who was counsel for the defendant on the appeal and he agrees with the deponent that no conviction can be had in the case.

That deponent is informed and believes that the complainant has left the State and is unable to appear upon a new trial. That deponent is informed and verily believes the defendant has been unable to procure the bail which has been reduced to \$1000. and unless the motion to discharge her is granted she will be compelled to await in Jail a retrial for a crime of which the deponent knows she never was guilty.

*Subscribed and sworn to
this 29 day of July 1896
Wm H Broderick
Cory & Deeds
Reflected*

Eduard Thiesman

POOR QUALITY
ORIGINAL

05 14

STATE OF NEW YORK,
COUNTY OF

} S. S.

being duly sworn, says that he is upward
of 18 years of age, and that on the _____ day of _____
189____, at _____
_____ he served the annexed _____
upon the _____, by delivering to, and leaving with
a copy of the same; and that he knew the person so served to be the _____
_____ one of the defendant in this action.

Sworn to before me this
day of _____ 189_____

COURT.

The People,

VS.

Julia E. Barringer.

A f f i d a v i t .

EDWARD H. KISSAM,

ATTORNEY FOR
Def.

258 BROADWAY,

NEW YORK CITY.

Due service of a copy of within

is hereby admitted.

Dated New York, 189

To

Please take notice that the within
is a true copy of _____

_____ this day, duly filed with the Clerk
of this Court, at _____

Dated New York, 189

Yours, &c.,

Attorney for

To _____ Esq.,

ATTORNEY FOR

POOR QUALITY
ORIGINAL

05 15

Mr Skinner
will attend to this
in the morning
from Mrs Merritt

POOR QUALITY
ORIGINAL

0516

COURT OF GENERAL SESSIONS
CLERK'S OFFICE.

PEOPLE
vs.

John E. ...

*... in ...
... 4/593*

Date.....
Justice.....
Amount.....
Surety... ..
Residence.....
Offence.....
.....
.....
.....
.....
Sent to Special Sessions.....
.....

POOR QUALITY
ORIGINAL

0517

NEW YORK GENERAL SESSIONS.

The People
vs.
JULIA E. BARRINGER.

: Indicted May 10th,
: 1893.
: Crime, Larceny
: Tried & convicted
: May 4th, 1893.
: Conviction reversed
: by Supreme Court,
: General Term, in
: February 1894.

The defendant was indicted charged with Grand Larceny in the first degree. She was tried and convicted in May 1893. An appeal was taken from this conviction to the General Term of the Supreme Court, and in February 1894, the General Term reversed the conviction and ordered a new trial. She was admitted to bail on the 21st of May 1894, one Stephen Merritt furnishing the required bond. It appears from the record of the case that the defendant was confined in the City Prison from May 15th, 1893, to May 1894, being unable to furnish bail pending the appeal.

I have consulted with Mr. Lindsay in regard to the best disposition of the case, and he is of the opinion that no conviction in the event of placing defendant again on trial could be had, and further that the complainant was equally guilty with defendant, and that the complainant entered into the business agreement with defendant for the purpose of obtaining usurious interest.

In view of these facts and the circumstance that the defendant has been confined for more than a year in prison, I respectfully recommend that she be discharged on her own recognizance.

Submitted,

January 30 1896.

Forbes H. H. H. H.

Deputy Assistant.

*I am familiar with the facts of the case, and
am of the opinion no conviction can be had, and
I concur in the recommendation of Mr. H. H. H. H.*

POOR QUALITY
ORIGINAL

0518

New York General Sessions

THE PEOPLE OF THE STATE OF
NEW YORK

against

Julia C. Burroughs

Report

JOHN R. FELLOWS,

DISTRICT ATTORNEY,
Manhattan St.
No. 92 CHANDLER ST.,

NEW YORK CITY.

2298

*Motion of Dist
Attorney to discharge
Defendant on her own recogni-
tance
granted
Jan 31/96 RBC*

POOR QUALITY
ORIGINAL

05 19

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

538

THE PEOPLE OF THE STATE OF NEW YORK

against

Julia R. Carrington

The Grand Jury of the City and County of New York, by this indictment, accuse
Julia R. Carrington
of the CRIME OF *Grand* LARCENY, in the *first* degree, committed
as follows:

The said *Julia R. Carrington*,

late of the City of New York, in the County of New York aforesaid, on the *eight*
day of *June*, in the year of our Lord one thousand eight hundred and
ninety-*two*, at the City and County aforesaid, being then and there the
Wife of one *Agostaria V. Dignosa*,

and as such *Wife* then and there having in *her*
possession, custody and control certain goods, chattels and personal property of the said

Agostaria V. Dignosa,
the true owner thereof, to wit: *the sum of two thousand*
dollars in money, banked, money of the
United States of America, and of
the value of two thousand dollars,

the said *Julia R. Carrington*, 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*

her
to *her* own use, with intent to deprive and defraud the said *Agostaria*
V. Dignosa,
of the same, and of the use and benefit thereof; and the same goods, chattels and personal
property of the said *Agostaria V. Dignosa*

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

POOR QUALITY
ORIGINAL

0520

510

Second COUNT:—

AND THE GRAND JURY AFORESAID, by this indictment further accuse
the said *Julia K. Garrison* —

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

The said *Julia K. Garrison* —

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

the sum of two thousand dollars
in money, lawful money of the
United States of America, and
of the value of two thousand
dollars,

of the goods, chattels and personal property of one *Nathaniel V. Sprague*,

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.

William M. Wells,
Attorney