

0667

BOX:

85

FOLDER:

938

DESCRIPTION:

Bache, John H.

DATE:

12/20/82



938

0660

198

Filed 20 day of Dec 1882
Pleads Not Guilty (21)

THE PEOPLE

vs.

B

John H. Boster

ASSAULT in the 2nd Degree.

JOHN McKEON

District Attorney.

Received from D.C. 1/12/83

Chary 2/83

A True Bill.

W. Draper

Foreman.

What was a ...
...
...
...

Rec'd Feb 11/83

198

Def. H. Boster
Henry Hoesen
94th seems are.

0669

Sec. 151.

1 District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss

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

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 Harriet R. Bache
of No. 1138-3 Avenue Street, that on the 16 day of December
1882 at the City of New York, in the County of New York,

he was violently Assaulted and Beaten by Tom Henry Bache

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 each and every of you, to apprehend the said Defendant and bring him
forthwith before me, at the 1 DISTRICT POLICE COURT, in the said City, or in case of my absence
or inability to act, before the nearest or most accessible Police Justice in this City, to answer the said charge, and to
be dealt with according to law.

Dated at the City of New York, this 18 day of December 1882

J. H. Bache POLICE JUSTICE.

0670

POLICE COURT, DISTRICT.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

Warrant-A. & B.

Dated 188

Magistrate.

Officer.

The Defendant

John H. Bache
taken, and brought before the Magistrate, to answer
the within charge, pursuant to the command con-
tained in this Warrant.

Officer

Dated December 18 188 2

This Warrant may be executed on Sunday or at
night.

Police Justice.

REMARKS.

Time of Arrest,

Native of

Age,

Sex

Complexion,

Color

Profession,

Married

Single,

Read,

Write,

0671

Police Court— District.

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

of No. 113 8 - 30 Avenue Street,

on Saturday the 16 day of December being duly sworn, deposes and says that
in the year 1882, at the City of New York, in the County of New York.

he was violently ASSAULTED and BEATEN by

John Henry Backe
who seized this deponent violently
by the throat and threw him down and
while down struck this deponent on the
body several times with his fist

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 the above assault, &c., and be dealt with according to law

Sworn to before me, this

day of December 1882

Francis R. Backe

J. Kilpatrick POLICE JUSTICE.

0672

FORM 11.

Police Court— District.

THE PEOPLE & c.,
ON THE COMPLAINT OF

Thomas R. Bucke

vs

John Henry Bucke

AFFIDAVIT & B.

Dated *Dec 18* 188*2*

J. H. H. Justice.

Officer.

Witness

\$ to Ans. Sess.

Bailed by

No.

0673

City and County of New York, ss.

POLICE COURT, FOURTH DISTRICT.

THE PEOPLE,

vs.

John H. Rache

On Complaint of

Frances R. Rache

For

Assault & Battery

After being informed of my rights under the law, I hereby *demand* a trial by Jury, on this complaint, and demand a trial at the COURT OF *General* SESSIONS OF THE PEACE, to be holden in and for the City and County of New York.

Dated

December 18th 1882

J. H. Rache

Police Justice.

J. H. Rache

0674

Sec. 198-200.

CITY AND COUNTY
OF NEW YORK, } ss.

4 District Police Court.

John H. Rache being duly examined before the under-
signed, according to law, on the annexed charge, and being informed that it is his right to
make a statement in relation to the charge against him, but 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 such waiver cannot be used
against him on the trial.

Question. What is your name?

Answer.

John H. Rache

Question. How old are you?

Answer.

43 years

Question. Where were you born?

Answer.

New York

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

Answer.

1138 3rd Avenue. 4 months

Question. What is your business or profession?

Answer.

Seaman

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 of
the charge preferred against me

J. H. Rache

Taken before me this

day of December 1888

Police Justice.

0675

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 5
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 December 18 188 2 [Signature] Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0676

1951
Police Court-- 4 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Francis R. Bache
1138th St.
162nd St. 45th St.
John H. Bache

Offence Complaint

BAILED.

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Dated December 18 1882

John H. Bache Magistrate.

Officer.

Court Precinct.

Witnesses Complaint

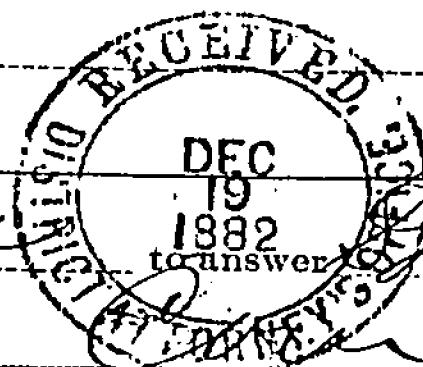
No. present answer Street.

with C. H. Harnell

No. 162nd St. 45th St.

No. _____ Street,

\$ 500 to answer



0677

J R Bactor
162 W 4th Street
R5
Henry. Bache

0678

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 D. Bache

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

John D. Bache

of the CRIME OF ASSAULT ^{*in the Second Degree*} ~~in the Second Degree~~ committed as follows:
The said

John D. Bache

late of the First Ward of the City of New York, in the County of New York aforesaid,
on the *sixteenth* day of *December* in the year of our Lord
one thousand eight hundred and eighty *two* at the Ward, City and County
aforesaid, in and upon the body of *Frances R. Bache*
in the peace of the said people then and there being, with force and arms, unlawfully
did make an assault and *her* the said *Frances R. Bache*
did then and there unlawfully beat, wound and ill-treat, to the great damage of the
said *Frances R. Bache* and against the peace of the
People of the State of New York, and their dignity,

JOHN McKEON, District Attorney.

0679

BOX:

85

FOLDER:

938

DESCRIPTION:

Backer, John

DATE:

12/15/82



938

0680

and did procure and cause to be procured for the said

John Beard

a certain paper, writing and document in the nature of an insurance upon the drawing of a certain Lottery wherein divers monies were set up to be distributed by lot and chance, a more particular description of which said Lottery is to the Grand Jury aforesaid unknown, and cannot now be given, which said paper, writing and document is as follows, that is to say:

1-13-18-51
49810

(a more particular description of which said paper, writing and document is to the Grand Jury aforesaid unknown, and cannot now be given), against the form of the statute in such case made and provided, and against the Peace of the People of the State of New York and their dignity.

JOHN McKEON,

District Attorney

1029-10-10-1882

Day of Trial,

Counsel,

Filed

Pleads

1882

Dec 21
Not Guilty

THE PEOPLE

vs.

Selling Lottery Policies.

John Beard

Wednesday 20

JOHN McKEON,

District Attorney.

A True Bill.

Wm. H. H. H. H.

Part 2. Dec 21/12 Foreman.

Tried and acquitted

Witnesses:

0681

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

John Heard
of the Police Office, Inspection District
Street,

being duly sworn deposes and says, that on the

8 day of
December 1882 at No. 393 1/2 Bowery
Street, in the City and County of New York,

John Baker

did unlawfully and feloniously sell and vend to

Deponent for forty cents

a certain paper and document, the same being what is commonly known as,
and is called a Lottery Policy, and which said Lottery Policy, writing, paper,
and document is as follows, that is to say: the annexed ticket

to wit, numbers 1-13-18-51 which
purports to be an Insurance in the
drawing or draw numbers in certain
Lotteries authorized by the laws
of the State of New York.

Wherefore deponent prays that the said John Baker
may be dealt with according to law.

Sworn to before me, this

day of December 1882

John Heard

Andrew White

Police Justice.

0682

W
Police Court / District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF
John Heard
vs.
SELLING LOTTERY POLICIES.

Bailed by
Residence

Street.

Dated *Dec 8* 188*2*

White Police Justice.

Officer.

Witness:

to answer.

0683

Sec. 151.

Police Court..... District.

CITY AND COUNTY } ss In the name of the People of the State of New York; To the Sheriff of the County
OF NEW YORK, } of New York, or to any Marshal or Policeman of the City of New York. GREETING:

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 John Heard
of No. 1 Inspector Street, that on the 8 day of December
1882 at the City of New York, in the County of New York,

John Baker of No 393 1/2 Burray
did unlawfully sell and send
to complainant for forty cents a
certain paper, purporting to be
a lottery ticket purporting to insure
a chance in the drawing or drawing numbers
of a certain lottery authorized by the State
of New York.
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 each and every of you, to apprehend the said Defendant and bring him
forthwith before me, at the.....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 8 day of December, 1882

Andrew J. Smith POLICE JUSTICE.

POLICE COURT..... DISTRICT.

THE PEOPLE, & c.,
ON THE COMPLAINT OF

vs.

Warrant-General.

Dated..... 188

Magistrate

Officer.

The Defendant

taken, and brought before the Magistrate, to answer
the within charge, pursuant to the command con-
tained in this Warrant.

Officer.

Dated..... 188

This Warrant may be executed on Sunday or at
night.

Police Justice.

REMARKS.

Time of Arrest,.....

Native of.....

Age,.....

Sex.....

Complexion,.....

Color.....

Profession,.....

Married.....

Single,.....

Read,.....

Write,.....

0684

Sec. 198-200.

CITY AND COUNTY }
OF NEW YORK } ss.

DISTRICT POLICE COURT.

John Baker 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.

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

Taken before me, this

day of Dec 188 9

John Bacher

Andrew M. M. M. Police Justice

0685

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

Wm. Baker
guilty thereof, I order that he be admitted to bail in the sum of *Two* Hundred Dollars and be committed to the Warden or Keeper of the City Prison until he give such bail.

Dated *Dec 9* 188*2*

Andrew White
Police Justice.

I have admitted the above named

to bail to answer by the undertaking hereto annexed.

Dated *10 Dec* 188*2*

Andrew White
Police Justice.

There being no sufficient cause to believe the within named

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

Dated _____ 188

Police Justice.

0686

BAILED,

No. 1, by

Residence

No. 2, by

Residence

No. 3, by

Residence

No. 4, by

Residence

Sec. 218, 209, 210 & 212.

Police Court

District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

2

3

4

Dated

188

Magistrate.

Officer.

Clerk.

Witnesses

No.

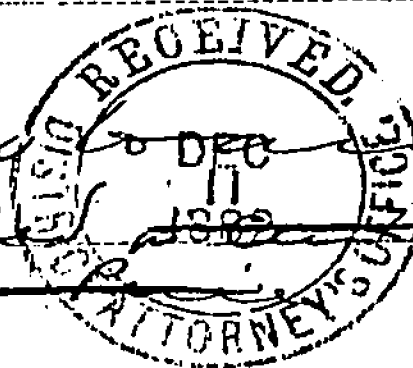
Street,

No.

Street,

No.

Street.



0687

1- 13 18.51
49/10

0588

400
Dec. 8.

18.
3931

0689

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

THE PEOPLE OF THE STATE OF NEW YORK
against

John Bacher

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

John Bacher

of the CRIME OF "Vending and Selling to another what are commonly known as and called Lottery Policies," committed as follows :

The said

John Bacher

late of the *Seventeenth* Ward, in the City and County aforesaid,
on the *eighth* day of *December* in the year of our Lord one
thousand eight hundred and eighty *two* at the Ward, City and County aforesaid,
with force and arms, did unlawfully and knowingly vend, sell, barter, furnish and supply, to one

John Heard

and did procure and cause to be procured for the said

John Heard

a certain paper, instrument, and writing, commonly called a lottery policy, which said paper, instrument, and writing, called a lottery policy, is as follows, that is to say :

1 - 13 18 - 51

4 9 10

(a more particular description of which said instrument and writing so commonly called a lottery policy, is to the Grand Jury aforesaid unknown, and cannot now be given), 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.

0690

SECOND COUNT—

And the Grand Jury aforesaid, by this indictment, further accuse the said
John Bacher
of the CRIME OF "Vending and Selling to another what is commonly known as and called Lottery Policies," committed as follows:

The said *John Bacher*

late of the Ward, City and County aforesaid, afterwards, to wit: On the day and in year aforesaid, and on divers other days and times between that day, and the day of the taking of this inquisition, was and yet is a common gambler; and that he the said

John Bacher

on the day and in the year aforesaid, and on said other days and times between that day and the day of the taking of this inquisition, at the Ward, City and County aforesaid, with force and arms, at and in a certain room in a building, known as number *three hundred*

and ninety three and one half Bowery

in said Ward, City and County, with force and arms, did unlawfully and knowingly vend, sell, barter, furnish and supply to divers persons (whose names are to the jurors aforesaid unknown and cannot now be given), and did procure, and caused to be procured, for the said divers persons (whose names are to the jurors aforesaid unknown), certain instruments and writings, commonly known as and called lottery policies (a more particular description of which is to the Grand Jury aforesaid unknown and cannot now be given), against the form of the statute in such case made and provided, and against the Peace of the People of the State of New York and their dignity.

THIRD COUNT—

And the Grand Jury aforesaid, by this indictment, further accuse the said
John Bacher
of the CRIME OF "Vending and Selling to another, what are commonly known as and called Lottery Policies," committed as follows:

The said *John Bacher*

late of the Ward, City and County aforesaid, on the day and in the year aforesaid, and on divers other days, was and yet is a common gambler:

And that he the said

John Bacher

afterwards on the day and in the year aforesaid, at the Ward, City and County aforesaid, with force and arms, at and in a certain room in a certain building, known as number *three*

hundred and ninety three and one half Bowery

in said Ward, City and County, with force and arms, did unlawfully and knowingly vend, sell, barter, furnish and supply to one

John Heard

and did procure and cause to be procured for the said

John Heard

a certain instrument and writing, commonly known as and called a lottery policy, which said instrument and writing commonly called a lottery policy, is as follows, that is to say:

1-13-12-51
4 27 10

(a more particular description of which said instrument and writing so commonly called a lottery policy, is to the Grand Jury aforesaid unknown, and cannot now be given), 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.

0691

FOURTH COUNT—

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

John Bacher

of the CRIME OF "Selling and Vending a paper and writing, in the nature of a bet and wager upon the drawn numbers of a Lottery," committed as follows:

The said

John Bacher

late of the *Seventeenth* Ward, in the City and County aforesaid, on the *eighth* day of *December* in the year of our Lord one thousand eight hundred and eighty *two* at the Ward, City and County aforesaid, with force and arms, did unlawfully and knowingly vend, sell, barter, furnish and supply, to one

John Heard

and did procure and cause to be procured for the said

John Heard

a certain paper and writing, in the nature of a bet and wager upon the drawn numbers of a certain Lottery, wherein certain monies were set up for distribution by lot or chance, a more particular description of which said lottery is to Grand Jury aforesaid unknown, and cannot now be given, which said paper and writing, is as follows, that is to say:

1-13-18-51

4 27 10

(a more particular description of which said paper and writing, is to the Grand Jury aforesaid unknown, and cannot now be given), 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.

FIFTH COUNT—

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

John Bacher

of the CRIME OF "Vending and Selling a writing, paper and document in the nature of an insurance upon the drawing of a Lottery, committed as follows:

The said

John Bacher

late of the Ward, City and County aforesaid, afterwards, to wit: On the day and in year aforesaid, and on divers other days and times between that day. and the day of the taking of this inquisition, was and yet is a common gambler; and that he the said

John Bacher

on the day and in the year aforesaid, and on said other days and times between that day and the day of the taking of this inquisition, at the Ward, City and County aforesaid, with force and arms, at and in a certain room in a building, known as number *three hundred and ninety three and one half Bowery* in said Ward, City and County, with force and arms, did unlawfully and knowingly vend, sell, barter, furnish and supply to one

John Heard

0692

and did procure and cause to be procured for the said

John Beard

a certain paper, writing and document in the nature of an insurance upon the drawing of a certain Lottery wherein divers monies were set up to be distributed by lot and chance, a more particular description of which said Lottery is to the Grand Jury aforesaid unknown, and cannot now be given, which said paper, writing and document is as follows, that is to say:

1-13-18-51
49 10

(a more particular description of which said paper, writing and document is to the Grand Jury aforesaid unknown, and cannot now be given), against the form of the statute in such case made and provided, and against the Peace of the People of the State of New York and their dignity.

JOHN McKEON,

District Attorney

1022-1882-10

Day of Trial, *Dec 21* 1882
Counsel, *John Beard*
Filed *104*
Pleads *Guilty*

THE PEOPLE

vs.

Selling Lottery Policies.

John Beard

Medford 4 2 0

JOHN McKEON,

District Attorney.

A True Bill.

Geo. P. Hallowell
Part 2. Dec 21/82 Foreman.
Tried and acquitted

Witnesses:

0693

BOX:

85

FOLDER:

938

DESCRIPTION:

Barkerding, Adolph

DATE:

12/13/82



938

0694

and did procure and cause to be procured for the said

Michael May

a certain paper, writing and document in the nature of an insurance upon the drawing of a certain Lottery wherein divers monies were set up to be distributed by lot and chance, a more particular description of which said Lottery is to the Grand Jury aforesaid unknown, and cannot now be given, which said paper, writing and document is as follows, that is to say :

85 22 22
-6-59 -9-41-
17 23 41 55
4-9 40 =

(a more particular description of which said paper, writing and document is to the Grand Jury aforesaid unknown, and cannot now be given), against the form of the statute in such case made and provided, and against the Peace of the People of the State of New York and their dignity.

JOHN McKEON.

District Attorney

Day of Trial,

Counsel,

Filed

Pleads

1882

THE PEOPLE

vs.

Selling Lottery Policies.

JOHN McKEON,

District Attorney.

A True Bill.

Foreman.

Part 2. Dec. 20. 1882

Tried & acquitted

0695

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

Michael May
of No. 354 East 84 Street,

being duly sworn deposes and says, that on the 22 day of
November 1882 at No. 495 Pearl
Street, in the City and County of New York,

Adolph Bankending
did unlawfully and feloniously sell and vend to

Deponent for ten cents
a certain paper and document, the same being what is commonly known as,
and is called a Lottery Policy, and which said Lottery Policy, writing, paper,
and document is as follows, that is to say: the annexed ticket
to wit 6-59-941 and 1/-23-41-55 which
purports to be an Insurance in the drawing
of drawn numbers in certain lotteries
unauthorized by the laws of the State
Wherefore deponent prays that the said Adolph Bankending
may be dealt with according to law. Michael May.

Sworn to before me, this 8

day of December

1882

Andrew White

Police Justice.

0696

W
Police Court / District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF
Michael Lang
vs.
SELLING LOTTERY POLICIES.

Dated *Dec 8* 188*2*

Whid. Police Justice.

Officer.

Witness:

§ to answer.

Bailed by

Residence

Street.

0697

Sec. 198-200.

CITY AND COUNTY }
OF NEW YORK, } ss.

DISTRICT POLICE COURT.

Adolph Barkening 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. Adolph Barkening

Question. How old are you?

Answer. 36 years

Question. Where were you born?

Answer. United States

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

Answer. 495 Pearl St (resided there 4 yrs)

Question. What is your business or profession?

Answer. Cigar Dealer

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

Answer I am not guilty

Taken before me, this 9

day of December

1888

A. Barkening

Arthur White Police Justice

0698

06022
-65922
1323455
2007

0699

Sec. 151.

Police Court 1 District.

CITY AND COUNTY } ss *In the name of the People of the State of New York; To the Sheriff of the County*
OF NEW YORK, } *of New York, or to any Marshal or Policeman of the City of New York. GREETING:*

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 Michael Meyer
of No. 354 East 54 Street, that on the 22 day of November
1882 at the City of New York, in the County of New York,

A. Berkending of No 495 Pearl Street
did unlawfully sell and send to
complainant for ten cents a certain
paper commonly called a lottery ticket
purporting to insure a chance in
the drawing or drawing numbers of a
certain lottery in authorized by the
State of New York.
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 each and every of you, to apprehend the said Defendant and bring him
forthwith before me, at the 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 2 day of December 1882

Samuel J. Hunt POLICE JUSTICE.

POLICE COURT. DISTRICT.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

Warrant-General.

Dated

188

Magistrate

Officer.

The Defendant

taken, and brought before the Magistrate, to answer
the within charge, pursuant to the command con-
tained in this Warrant.

Officer.

Dated

188

This Warrant may be executed on Sunday or at
night.

Police Justice.

REMARKS.

Time of Arrest,

Native of

Age,

Sex

Complexion,

Color

Profession,

Married

Single,

Read,

Write,

0700

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 Adolph Barker

held to answer this case and he be
guilty thereof, I order that he be admitted to bail in the sum of Two Hundred Dollars and be committed to the Warden or Keeper of the City Prison until he give such bail.

Dated Dec 9 1882 Amos J. [Signature] Police Justice.

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

Dated 9 Dec 1882 Amos J. [Signature] Police Justice.

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

Dated _____ 188 _____ Police Justice.

0701

BAILED,

No. 1, by Edward C Sheehy

Residence 411 East 88 Street,

No. 2, by _____

Residence _____ Street,

No. 3, by _____

Residence _____ Street,

No. 4, by _____

Residence _____ Street,

Sec. 208, 209, 210 & 212.

Huque 98
Police Court *First* District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Michael May

1 *Joseph Barkerding*

2 _____

3 _____

4 _____

Dated *9 December* 188 *2*

A. J. White Magistrate.

Heidelberg Officer.

Clerk.

Witness *Charles Heidelberg*

No. *Police Office Central* Street.

No. _____ Street,

No. _____ Street.

\$200 to auto

Bailed

0702

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

THE PEOPLE OF THE STATE OF NEW YORK
against

Adolph Barkerding

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

Adolph Barkerding

of the CRIME OF "Vending and Selling to another what are commonly known as and called Lottery Policies," committed as follows:

The said

Adolph Barkerding

late of the Sixth Ward, in the City and County aforesaid,
on the twenty second day of November in the year of our Lord one
thousand eight hundred and eighty two at the Ward, City and County aforesaid,
with force and arms, did unlawfully and knowingly vend, sell, barter, furnish and supply, to one

Michael May

and did procure and cause to be procured for the said

Michael May

a certain paper, instrument, and writing, commonly called a lottery policy, which said paper, instrument, and writing, called a lottery policy, is as follows, that is to say:

B. N. 22

6-59-9-41

17 23-41 55

4 8 \$ 9 =

(a more particular description of which said instrument and writing so commonly called a lottery policy, is to the Grand Jury aforesaid unknown, and cannot now be given), 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.

0703

SECOND COUNT—

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

Adolph Barberding
of the CRIME OF "Vending and Selling to another what is commonly known as and called Lottery Policies," committed as follows:

The said

Adolph Barberding

late of the Ward, City and County aforesaid, afterwards, to wit: On the day and in year aforesaid, and on divers other days and times between that day, and the day of the taking of this inquisition, was and yet is a common gambler; and that he the said

Adolph Barberding

on the day and in the year aforesaid, and on said other days and times between that day and the day of the taking of this inquisition, at the Ward, City and County aforesaid, with force and arms, at and in a certain room in a building, known as number *four hundred*

and ninety five Pearl Street

in said Ward, City and County, with force and arms, did unlawfully and knowingly vend, sell, barter, furnish and supply to divers persons (whose names are to the jurors aforesaid unknown and cannot now be given), and did procure, and caused to be procured, for the said divers persons (whose names are to the jurors aforesaid unknown), certain instruments and writings, commonly known as and called lottery policies (a more particular description of which is to the Grand Jury aforesaid unknown and cannot now be given), against the form of the statute in such case made and provided, and against the Peace of the People of the State of New York and their dignity.

THIRD COUNT—

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

Adolph Barberding
of the CRIME OF "Vending and Selling to another, what are commonly known as and called Lottery Policies," committed as follows:

The said

Adolph Barberding

late of the Ward, City and County aforesaid, on the day and in the year aforesaid, and on divers other days, was and yet is a common gambler:

And that he the said

Adolph Barberding

afterwards on the day and in the year aforesaid, at the Ward, City and County aforesaid, with force and arms, at and in a certain room in a certain building, known as number *four*

hundred and ninety five Pearl Street

in said Ward, City and County, with force and arms, did unlawfully and knowingly vend, sell, barter, furnish and supply to one

Michael May

and did procure and cause to be procured for the said

Michael May

a certain instrument and writing, commonly known as and called a lottery policy, which said instrument and writing commonly called a lottery policy, is as follows, that is to say:

B. N 22

-6-59-9-41-

17 23 41 55
4 9 07 =

(a more particular description of which said instrument and writing so commonly called a lottery policy, is to the Grand Jury aforesaid unknown, and cannot now be given), 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.

0704

FOURTH COUNT—

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

Adolph Barkerding

of the CRIME or "Selling and Vending a paper and writing, in the nature of a bet and wager upon the drawn numbers of a Lottery," committed as follows:

The said

Adolph Barkerding

late of the

Sixth

Ward, in the City and County aforesaid,

on the *twenty second* day of *November* in the year of our Lord one thousand eight hundred and eighty *two*

at the Ward, City and County aforesaid, with force and arms, did unlawfully and knowingly vend, sell, barter, furnish and supply, to one

Michael May

and did procure and cause to be procured for the said

Michael May

a certain paper and writing, in the nature of a bet and wager upon the drawn numbers of a certain Lottery, wherein certain monies were set up for distribution by lot or chance, a more particular description of which said lottery is to Grand Jury aforesaid unknown, and cannot now be given, which said paper and writing, is as follows, that is to say:

B. N. 22
-6-59-9-41-
17 23 41 55
4 8 4 07=

(a more particular description of which said paper and writing, is to the Grand Jury aforesaid unknown, and cannot now be given), 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.

FIFTH COUNT—

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

Adolph Barkerding

of the CRIME or "Vending and Selling a writing, paper and document in the nature of an insurance upon the drawing of a Lottery, committed as follows:

The said

Adolph Barkerding

late of the Ward, City and County aforesaid, afterwards, to wit: On the day and in year aforesaid, and on divers other days and times between that day, and the day of the taking of this inquisition, was and yet is a common gambler; and that he the said

Adolph Barkerding

on the day and in the year aforesaid, and on said other days and times between that day and the day of the taking of this inquisition, at the Ward, City and County aforesaid, with force and arms, at and in a certain room in a building, known as number *fourteen*

and ninety five Pearl Street

in said Ward, City and County, with force and arms, did unlawfully and knowingly vend, sell, barter, furnish and supply to one

Michael May

0705

and did procure and cause to be procured for the said

Michael May

a certain paper, writing and document in the nature of an insurance upon the drawing of a certain Lottery wherein divers monies were set up to be distributed by lot and chance, a more particular description of which said Lottery is to the Grand Jury aforesaid unknown, and cannot now be given, which said paper, writing and document is as follows, that is to say :

50 22
-6 -59 -9 -41 -
17 23 41 55
49 40 =

(a more particular description of which said paper, writing and document is to the Grand Jury aforesaid unknown, and cannot now be given), against the form of the statute in such case made and provided, and against the Peace of the People of the State of New York and their dignity.

JOHN McKEON,

District Attorney

Day of Trial,

Counsel,

Filed

Pleads

1882

THE PEOPLE

vs.

Selling Lottery Policies.

JOHN McKEON,

District Attorney.

A True Bill.

Geo. H. Moore

Foreman.

Part 2. Dec. 20, 1882

Tried & acquitted

Witnesses:

0706

BOX:

85

FOLDER:

938

DESCRIPTION:

Beatty, Richard

DATE:

12/08/82



938

0707

George Smith
Filed *8* day of *Dec* 188*2*
Pleads *Not Guilty*

THE PEOPLE
vs.
P.
Richard Beatty
by

ROBBERY - 1st Degree.

W Dec 1882
JOHN McKEON,
District Attorney.
Pleade Not Guilty 3 day.

A True Bill.

Geo. H. Moore
Foreman.
Wm. D. Dwyer
None of Refuse

0708

Police Court--Third District.

CITY AND COUNTY }
OF NEW YORK. } ss.

a Taylor

John Ryan 30 years of age

of No. 452 Warren

Street, in the City of Brooklyn

being duly sworn, depose and saith that on the

2nd day of December

1892, at the

Seventh

Ward of the City of New York, in

the County of New York, was feloniously taken, stolen, and carried away from the person of deponent, by force and violence, without his consent and against his will, the following property,

viz.: One Silver Watch

of the value of

ten

DOLLARS,

the property of

deponent

and that this deponent has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen, and carried away by force and violence as aforesaid, by

Richard Beatty (now here)

for the following reason to wit:

Deponent is informed by officer

James Haggerty of the 1st Precinct, Police (now present) that, he Haggerty, saw said Richard seize violently

hold of deponent, and threw

deponent down, then kneeling

upon deponent, and by force and

violence take and steal said Watch

from the left hand Vest pocket, of the

Vest then worn upon deponent's person

John Ryan

Sworn before me, this

2nd day

of December

1892

Police Justice.

0709

CITY AND COUNTY }
OF NEW YORK, } ss.

James Haggerty
aged 34 years, occupation Police officer of No.

7th Street Brooklyn being duly sworn deposes and

says, that he has heard read the foregoing affidavit of John Ryan

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

Sworn to before me, this 2
day of December 188 2

J. M. Patterson
Police Justice.

James Haggerty

0710

Sec. 198-200.

CITY AND COUNTY
OF NEW YORK, } ss.

3 District Police Court.

Richard Beatty 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.

Richard Beatty

Question. How old are you?

Answer.

15 years

Question. Where were you born?

Answer.

New York City

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

Answer.

284 East Broadway one year

Question. What is your business or profession?

Answer.

Work on Steam Ships

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

Answer.

*I did not throw the man down
he took a hold of me and we both
fell down I may as well tell the truth
I took the match out of his pocket*
Richard Beatty

Richard Beatty

Taken before me this

2

day of

December 1887

J. M. Parsons

Police Justice.

0711

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 Richard Beatty

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

Dated December 2 188 J. M. Patterson Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0712

Police Court 3 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

John Ryan
452
Richard B. Ryan
1
2
3
4
Offence

BAILED,

No. 1, by _____

Residence _____ Street,

No. 2, by _____

Residence _____ Street,

No. 3, by _____

Residence _____ Street,

No. 4, by _____

Residence _____ Street.

Dated Dec. 2 188 2

Patterson Magistrate.

Waggoner 7th Officer.

_____ Clerk.

Witnesses, Said appraiser

No. Ed Dec 2 3 11 Street,

No. 7 1/2. O. Ryan Street,

No. _____ Street,

to answer _____

Committee

0713

Court of General Sessions of the City and County of New York.

THE PEOPLE OF THE STATE OF
NEW YORK,

against

Richard Beatty

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

Richard Beatty

of the crime of Robbery in the Second degree

committed as follows:

The said Richard Beatty

late of the First Ward of the City of New York, in the County of New York, aforesaid,
on the second day of December in the year of our Lord
one thousand eight hundred and eighty two, at the Ward, City and County aforesaid,
with force and arms, in and upon one John Ryan
in the peace of the said People then and there being, feloniously did make an assault and
one watch of the value of ten
dollars

of the goods, chattels and personal property of the said

from the person of said John Ryan and against
the will and by violence to the person of the said John Ryan
then and there violently and feloniously did rob, 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.

JOHN McKEON, District Attorney.

0714

BOX:

85

FOLDER:

938

DESCRIPTION:

Bibel, Joseph

DATE:

12/15/82



938

0715

1464
Counsel,
Filed 15 day of Dec 1882

Pleads

THE PEOPLE

vs.

Joseph Birel
P

INDICTMENT.
Grand Larceny of Money, &c.

12/14

JOHN McKEON,

District Attorney.

A True Bill.

Geo. J. Moore

Foreman.

J. D. Smith

Plends guilty.

E. J. R.

0716

FORM 112.

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

Police Court—Third District.

of age a Scandinavian *Augusta Bibel 38 years*
 of No. *240 Broome* Street, being duly sworn, deposes
 or about
 and says that on the *29* day of *September* 188*2*

at the City of New York, in the County of New York, was feloniously taken, stolen, and carried
 away from the possession of deponent. *and from said premises*

in the day time

the following property viz:

good and lawful money of the
issue of the United States consisting of
Silver Coin of various denomination
and in all of the value of thirty-five
dollars, and one Silver Watch of the
value of fifteen dollars, said property
being in all

of the value of

Fifty-

Dollars

the property of

Abraham Bibel deponent's
husband

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 *her son*

Joseph Bibel (now here)
from the fact that he acknowledged
to deponent in the presence of witnesses
and in open Court, that he did steal
said money and said watch

Augusta Bibel
(deponent)

Sworn to, before me this

188*2*

Police Justice.

0717

Sec. 198-200.

1 B District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

Joseph Bibel 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.

Joseph Bibel

Question. How old are you?

Answer.

16 years

Question. Where were you born?

Answer.

Germany

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

Answer.

240 Broome Street, 3 years

Question. What is your business or profession?

Answer.

Nothing

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

Joseph Bibel

Taken before me this

12

day of

December

1888

W. J. M. J. M. J. M.

Police Justice.

0718

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 Joseph Bittel

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

Dated December 12 188 2 W. W. Patterson Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0719

Police Court *3rd* District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Augusta Bilal
240 Broom St
Joseph Bilal

Frank Lacey
Officer

BAILED,

No. 1, by
Residence Street,

No. 2, by
Residence Street,

No. 3, by
Residence Street,

No. 4, by
Residence Street.

Dated *Dec 12* 188*2*

Portman Magistrate.

Glas. Catt Officer.

10 Clerk.

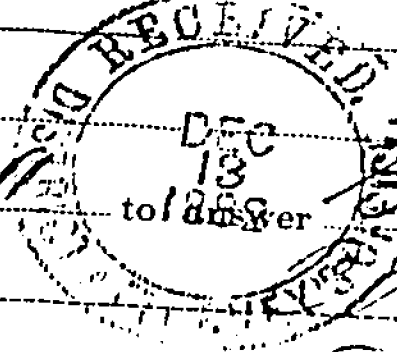
Witnesses *Said officer*

No. Street,

No. Street,

No. Street,

No. *100* to answer



0720

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

THE PEOPLE OF THE STATE OF NEW YORK
against

Joseph Bittel

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

of the crime of GRAND LARCENY, committed as follows :

The said

Joseph Bittel

late of the First Ward of the City of New York,
in the County of New York, aforesaid, on the ~~twenty-ninth~~ day of ~~September~~ in the year
of our Lord one thousand eight hundred and eighty ~~two~~ at the Ward, City and County aforesaid, with force
and arms, three promissory notes for the payment of money, being
then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of
one thousand dollars, and of the value of one thousand dollars each: three promissory notes for the payment of money
being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomina-
tion of five hundred dollars, and of the value of five hundred dollars each: twenty promissory notes for the payment of
money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the
denomination of one hundred dollars, and of the value of one hundred dollars each: thirty promissory notes for the
payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes)
of the denomination of fifty dollars, and of the value of fifty dollars each: fifty promissory notes for the payment of
money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the de-
nomination of twenty dollars, and of the value of twenty dollars each: sixty promissory notes for the payment of
money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the
denomination of ten dollars, and of the value of ten dollars each: eighty promissory notes for the payment of money,
being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomina-
tion of five dollars, and of the value of five dollars each: ninety promissory notes for the payment of money, being
then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomina-
tion of three dollars, and of the value of three dollars each: one hundred promissory notes for the payment of money,
being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomina-
tion of two dollars, and of the value of two dollars each: one hundred and twenty promissory notes for the payment
of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the
denomination of one dollar, and of the value of one dollar each: one promissory note for the payment of money
(and of the kind known as bank notes), being then and there due and unsatisfied, of the value of one hundred dollars:
one promissory note for the payment of money (and of the kind known as bank notes), being then and there due
and unsatisfied, of the value of fifty dollars: two promissory notes for the payment of money, (and of the kind known as
bank notes), being then and there due and unsatisfied, of the value of twenty dollars each: three promissory notes for
the payment of money, (and of the kind known as bank notes), being then and there due and unsatisfied, of the value
of ten dollars each: ten promissory notes for the payment of money, (and of the kind known as bank notes), being
then and there due and unsatisfied, of the value of five dollars each: ten promissory notes for the payment of money
(and of the kind known as bank notes), being then and there due and unsatisfied, of the value of three dollars each:
fifteen promissory notes for the payment of money (and of the kind known as bank notes), being then and there due
and unsatisfied, of the value of two dollars each: thirty promissory notes for the payment of money (and of the kind
known as bank notes), being then and there due and unsatisfied of the value of one dollar each: bank bills of banks
to the jurors aforesaid unknown, and of a number and denomination to the jurors aforesaid unknown, of the value of one
thousand dollars. Two gold coins (of the kind usually known as double eagles), of the value of twenty dollars each:
three gold coins (of the kind usually known as eagles), of the value of ten dollars each: six gold coins (of the kind usually
known as half eagles), of the value of five dollars each: fifteen gold coins (of the kind usually known as quarter eagles), of
the value of two dollars and fifty cents each: ten gold coins (of the kind usually known as three dollar pieces), of the
value of three dollars each: thirty gold coins (of the kind usually known as dollar pieces), of the value of one dollar
each: gold coin of the denomination to the jurors unknown, and a more particular description whereof cannot
be given, of the value of one thousand dollars. Sixty silver coins (of the kind usually known as dollars), of the value of
one dollar each: sixty silver coins (of the kind usually known as half dollars), of the value of fifty cents each: one
one hundred and fifty silver coins (of the kind usually known as quarter dollars), of the value of twenty five cents each:
three hundred silver coins (of the kind usually called dimes,) of the value of ten cents each: six hundred silver coins
(of the kind usually known as half dimes), of the value of five cents each: one thousand silver coins (of the kind known
as three cent pieces), of the value of three cents each: silver coin of a denomination to the jurors unknown and a more
particular description whereof cannot be given, of the value of fifty dollars. Three thousand coins (of the kind known
as cents), of the value of one cent each: five hundred coins (of the kind known as two cents,) of the value of two cents each.

and one watch of the value of
fifteen dollars

of the goods, chattels, and personal property of one

Abraham Bittel

then and there being found,
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.

JOHN McKEON, District Attorney.

\$35.-

0721

BOX:

85

FOLDER:

938

DESCRIPTION:

Bissinger, Jacob

DATE:

12/20/82



938

0722

1887

day of Dec)

Not guilty - (21)

THE PEOPLE

vs.

B

Joseph B. Bissinger

JOHN McKEON,

District Attorney.

the True Bill.

Storaper
Foreman

Foreman:

4172L C20

0723

Police Court of the City
of New York for the
3rd judicial District

The People of the State
of New York
against
Jacob Bissinger

City and County of New York ss:
George J. Danziger
being duly sworn deposes and says: That
he resides at 131 3rd Street said city
that on or about the 6th day of January 1880
at said city Jacob Bissinger did designedly
and feloniously obtain from, with intent
to cheat and defraud, deponent, the sum
of Fourteen hundred and sixty five
dollars by the false pretense made and
uttered by said Bissinger to deponent, that
a certain mortgage of \$1500 upon a house
and lot in 4th Street in said city was a
first lien, a first class security, was as
good as gold and a good safe invest-
ment and deponent could safely purchase
said mortgage without any legal assist-
ance. Deponent further says that said
Bissinger made such statements to de-

0724

deponent well knowing them to be false and well knowing said mortgage to be worthless or nearly so, as a security, as said Bissinger had previously thereto as deponent is informed by one Frederick Stengel, made unsuccessful attempts to sell said mortgage and had been in possession of the said premises and collected the rents of the same, assuming to be acting for several alleged owners. Deponent further says that said Bissinger dissuaded deponent from procuring legal assistance before purchasing said mortgage. Deponent further says that the said mortgage was on leasehold premises and the house thereon was very old and that the said premises did not at that time bring any more than about the ground rent of said premises and as deponent is informed the ground rents and taxes were in arrear. Deponent further says that he being ignorant of the English language and of legal forms and documents relied on the said statements made by said Bissinger as to the value of said mortgage and on his said representations relating thereto and paid over to said Bissinger the said sum of fourteen hundred and sixty five dollars and took an assign-

0725

ment of said mortgage. Dependent
prays that said Jacob Bissinger may
be arrested and dealt with according to law.

Sworn to before me this

25th day of May 1882

John H. Smith
Police Justice
of the city of New York

Henry Jacob Bissinger

0726

34 Dr. & Police Ct.

The People vs

- 4 -

Jacob Bissinger

Complaint of
George J. Dargatzian

James Melrose

City & County
of New York

George J. Dagerdeen 47
years of age a bachelor residing at
No 131 East 3rd Street New York City sworn
deposes and says.

Q. do you Jacob Bissinger the defendant
(murder)

a. I do

Q. How long do you know him

a. 12 or 13 years,

Q. about the 6th of January 1880 did
you part with any money

a. I gave him that money I
mean Mr. Bissinger, I gave it
to him in his office

Q. Can you fix the date

a. the 6th of January 1880

Q. Were you to get any thing for the money

a. I got a mortgage for it

Q. For how much money did you
give him

a. I gave him 1465 dollars

Q. Did you get any paper from him

a. I got a bond the mortgage he kept

Q. Why did you not get the mortgage

a. he kept the mortgage he said
he want to get it recorded first

- Q did you get the mortgage, and what did you do with it
 A five or 6 days after I can not tell exactly I got the mortgage, and took it to Mr. Hason and showed it to him, ~~the same is now~~ ~~no good~~ then I took it to Mr. Bissinger,
- Q What did you say to Mr. Bissinger
 A I told him the mortgage was not good, he should take it back, and return my money
- Q What did Mr. Bissinger say
 A He said I should be quiet he would sell it again for me,
- Q Did Mr. Bissinger after the mortgage was recorded gave it you
 A He did in his office
- Q Can you read the English language
 A I can not read English
- Q Were any paper read to you at the time you paid the money
 A nothing was read to me
- Q Was anything said to you by Mr. Bissinger before you paid him the money
 A He only told me the mortgage was good

3

- Q do you remember the language he used
- a he said the mortgage is good as good as gold, and brother can see the same to another, and that I can go to Mr. Skane and ask if the mortgage was good
- Q did he say any thing else about the mortgage. ~~the~~
- a that is all he said,
- Q Was there any thing said as to what the mortgage was an
- a nothing was said,
- Q Where was the property situated an
- a on 4th Street between Adams B & C,
- Q Who told you it was in 4th Street between B & C
- a Mr. Bessinger told me
- Q did you see the property
- a No he said it was no use for me to see it
- Q did he say why it was no use for you to see it
- a he said he is gone for there is no debt on the property
- Q Was any thing said what Rent

4

the property bonds

- a no there was nothing said.
- Q. ~~How~~ how much money did you bring there to Mr. Bissinger
- a I brought there \$453, and brought 12 dollars more to him next day.
- Q. did you Enquire if there was a House on the property
- a I did not ask Mr. Bissinger, but he told me—
- Q. Was there any thing said about the size of the lot
- a there was nothing said about it
- Q. did he tell you and what the Mortgage was on
- a Mr. Bissinger told me on that House and lot—
- Q. did you Enquire who collect the Rent
- a Mr. Bissinger told me he was the agent of the House and collect the Rent himself.
- Q. did he say for how long he was collecting the Rent
- a No he did not say that
- Q. did you have a Lawyer to investigate the property—
- a No I had no Lawyer—

Q. is there any reason why you could not have a lawyer

A. Bissinger told me, I need no lawyer he examined it and there were no incumbrances on it

Q. ~~did you find out afterwards about~~
~~incumbrances on the property~~
and he told me after I bought the mortgage that there was no incumbrance on the mortgage

Q. did you complain to Mr. Bissinger that the property was incumbered

A. I complained to Bissinger that the Water Rent and Taxes ~~were~~ and every thing was still owing on the property

Q. What did Bissinger say to that
A. he said he want to sell my mortgage again, for me

Q. did you sell your mortgage

X A. I sold it to Bissinger

Q. how long after you bought the mortgage and you sell it to him

A. I sold ~~it~~ it to him on the 5th of February, he gave me Gold & Silver Mining Government Bonds, and I also gave him \$200 dollars

an a Note, and \$800 in cash and
the Mortgage, (see above)

2. is this the Bond, he gave you
(Marked Exhibit A.)

a this is the Bond,

2 do you know Bernan Messerger,

a, I do

2 do you know Dr. Hyman

a No I don't know him,
Sum. before me this day
of 1887

Noted Justice of J. J. Jurgis
Campland and affirms in evidence

1 Mortgage on Loan, Valentin Schleyer
to Francis Seigel, (Marked Ex. B)

2 assignment of Mortgage,
Francis Seigel to August C. Schae,
Marked Ex. C

3 assignment of Mortgage
August C. Schae to Geo. J. Dargensen
Exhibit D.

4 assignment of Mortgage, from
Geo. J. Dargensen to Bernan Messerger
(Ex. E)

5 assignment of Mortgage, from
Bernan Messerger to Herman Hyman
Ex. F

0733

Q. Frederick Stengel being duly sworn says:
Where do you reside, what is your age
business and do you know the complainant
Daugerine and Bissinger the defendant?

A. I reside at 346 9th Street N.Y. City, am
57 years old, blacksmith by occupation
where I work, I know Daugerine but two
or three weeks and Bissinger I know
two or three years since he attended
to this house in 4th Street, where I
had the mortgage. I owned the house
I sold the house to Valentine Schlaefli
she gave me a mortgage back. I
sold the house for \$2100 and the
mortgage was \$1500. The sale and
mortgaging was consummated the same
time. I think I sold the house in 1879
I am not sure.

Q. Did you sell the mortgage?

A. I sold the mortgage to Mr. Massey
for \$100. Before that I sold it to Mr.
Bissinger for \$100 but he didn't give
me the money there was no writing.
He gave me \$10 in two amounts \$5
each time. The sale was for cash. The
sale of the mortgage to Mr. Bissinger fell
through. I asked Mr. Bissinger more than
a dozen times for the rest of the money.

then the last time I told him the bargain is broken. He promised to pay me often

Q. Did he give any reason for not paying the rest of the money?

A. He gave no reason, he talked about wanting to sell the mortgage again

Q. What kind of an estate did you own in it & where?

A. It was lease property. Mr. Harney had the property before.

Q. In what condition was the property when you sold it?

A. I allowed Valentine Schlafer the money to clear the property when I sold it. I don't ^{know} whether he paid out the money or not.

Q. What kind of a house was on the property?

A. It was a three story & basement brick house. It didn't look to me like a new house. I collected the rent twice or three times. I got \$80 a month out of it. The top floor brought I think \$18. Mr. Bissinger paid me interest on the mortgage once for a half a year he paid me no more. Mr. Bissinger told me he was collecting the rents, he didn't say for whom. One time he told me the

house belonged to him and another title
to somebody else

Q. You got \$600 in cash did you beside
the mortgage?

A. No I got a note which was not paid

Q. Did Mr Bissinger tell you he tried
to sell the mortgage?

A. He said he did, but couldn't
cross examination.

Q. Is this the assignment of the lease
of house? (paper shown)

A. I believe so

Offered in evidence marked
Ex. B. Page 10. 1882.

Q. What did you pay for it?

A. The value I gave for it was
about \$4.00. I swapped a house
for it.

Q. How long did you keep the house?

A. I could not tell exactly. I think
2 or 3 months. Then I sold it
to Valentine Schaefer for \$21.00.
and the mortgage I have spoken
of is part of the purchase money.

Q. At the time you sold the house did
you know Mr. Bissinger?

A. Not personally.

Q. Did he have anything to do with

the making of the mortgage?

A. He had nothing to do with it then. The transaction was had ~~afterwards~~ in the office of a Notary by the name of Spalthoff in 1st Ave.

Q. How soon after the making of the mortgage did you first see Mr. Bissinger?

A. About 5 or 6 months after that.

Q. How did you come to see him?

A. The tenants told me Mr. Bissinger collected the rents and I went there to get my interest.

Q. And you got the interest for 6 months from Bissinger?

A. Yes this is the receipt I gave him.

Receipt offered in evidence,
marked Ex. G. June 10. 1882.

Q. How long did you own the mortgage in all?

A. I think it is more than one year. Bissinger asked me for the mortgage once and said he could sell it.

Q. Did you know to whom he expected to sell it?

A. I did not know to whom he expected

Frederick Stengel being duly sworn says:
 Q. Where do you reside, what is your age
 business and do you know the complainant
 Dausinger and Bissinger the defendant?

A. I reside at 346 9th Street N.Y. City, am
 57 years old, blacksmith by occupation
 when I work, I know Dausinger but two
 or three weeks and Bissinger I know
 two or three years since he attended
 to this house in 4th Street, when I
 had the mortgage. I owned the house
 & sold the house to Valentine Schlaefli
 she gave me a mortgage back. I
 sold the house for \$2100 and the
 mortgage was \$1500. The sale and
 mortgaging was consummated the same
 time. I think I sold the house in 1879
 I am not sure.

Q. Did you sell the mortgage?

A. I sold the mortgage to Mr. Massey
 for \$100. Before that I sold it to Mr.
 Bissinger for \$100 but he didn't give
 me the money there was no writing
 He gave me \$10 in two amounts \$5
 each time. The sale was for cash. The
 sale of the mortgage to Mr. Bissinger fell
 through. I asked Mr. Bissinger more than
 a dozen times for the rest of the money.

- Then the last time I told him the bargain is broken. He promised to pay me often.
- Q. Did he give any reason for not paying the rest of the money?
- A. He gave no reason, he talked about wanting to sell the mortgage again.
- Q. What kind of an estate did you own in 4th street.
- A. It was lease property. Mr. Harney had the property before.
- Q. In what condition was the property when you sold it.
- A. I allowed Valentine Schlafer the money to clear the property when I sold it. I don't ^{know} whether he paid out the money or not.
- Q. What kind of a house was in the property.
- A. It was a three story & basement brick house. It didn't look to me like a new house. I collected the rent twice or three times. I got \$80 or \$90 a month out of it. The top floor brought I think \$18. Mr. Bissinger paid me interest on the mortgage once for a half a year he paid me no more. Mr. Bissinger told me he was collecting the rents, he didn't say for whom. One time he told me the

to sell it.

Q. Did you not have some negotiations with Schlaefler about selling the mortgage to him?

A. No.

Q. Did you not go to a dry goods store in Warren etc. owned by Feldman in regard to the sale of the mortgage?

A. I went down there with Bisping.

Q. And did the Mr. Feldman not offer to buy the mortgage?

A. I do not remember that.

Q. What did Feldman say to you?

A. I don't know whether I saw Feldman. I saw some people there.

Q. Did you speak to any of them?

A. I cannot say. I spoke to somebody, but do not know who it was.

Q. What did the man say?

A. He said he wanted to buy the mortgage, but I would not sell it to him.

Q. Did you not know, that there was a second mortgage on the house?

Q. I think that there was a second mortgage on the house. Mr. Bissinger talked about the second mortgage.

Q. ~~Do~~ you not know the man who owned the second mortgage?

A. I do not. I do not remember a grocer by the name of Meyer.

Q. Did you ever speak about the house or the mortgage upon it to anybody but Mr. Bissinger?

A. I don't know.

Q. Do you say that you remember a milkman by the name of Meyer?

A. I remember a milkman Meyer. I was at his house without Mr. Bissinger. Meyer said he had a ^{second} mortgage upon the house. I cannot remember whether he offered to sell me the second mortgage for \$250. Meyer came to my house to find out whether his mortgage was good. I don't know from whom this man got the mortgage. Now I cannot remember now, what was

0741

said by all the men with
whom I spoke about the house
and the mortgage. My recollection
is not very clear.

re-direct examination.

Q. In what condition was the house
when you sold it?

A. I cannot say much about
it, because I did not live
in it. It did not appear to
be either in a very good or
a very bad condition.

Exam before the
day of Nov 1882

J. H. Keith
P. H. Keith

0742

Police Court & Dr. L

The People
 in the complaint of
 George J. Dangers
 vs
 Jacob Bissinger

The examination herein having been adjourned to this day, the people call as their witnesses James Gregory who being duly sworn did depose and say as follows:—

My name is James Gregory and I am attached to the County Clerk's Office of the City & County of New York as a messenger. I reside at No. 441 W. 24th said City. I produce from the files of said office the Judgment Roll of the case of Egerton L. Wintrop vs Executors against Philip R. Fickell & other defendants in the Supreme Court of the State of New York, filed May 28th 1881. I know where Judgment Rolls are filed in the County Clerk's office & this Judgment Roll was delivered to me from such files. I attended Court here about ten weeks ago with the same paper. I produced them under a subpoena served on the County Clerk, & was not called when the examination was adjourned.

Subscribed before me this
 25th day of Sept 1882
 J. H. Smith Notary Public

James Gregory.

The prosecution offer in evidence such Judgment Roll, admitted marked

The action is for ejectment for non payment of taxes upon premises 255 E. 4th Street for the years 1878 and 1879, the croton water rate upon same premises for the year 1879, and the rent of said premises, in any part thereof for any time since August 1st 1878, in accordance with the terms of a Lease of said premises. All of above appearing in the complaint is said judgment Roll

The parties defendant in said action appear as Phillip R. Mitchell, August Miller, John Page, George Rose, Samuel Schwartz and Herman Heineman individually & as Receiver

The Lease referred to is also set forth at large in said complaint, the lot in question being No 435 in said Lease

The said Judgment Roll contains an order of Reference to Josiah Sutherland to report amount of rent including taxes and croton water in arrears to the plaintiff & a specification of the plaintiff's estate in the premises set forth in the complaint. The said order also recites that none of the ~~plaintiff~~ defendants except Heineman, appeared

0744

although their time to do so had expired
That Kleinman had neither answered or
demurred, although his time had expired
said Kleinman had notice of the application
for this order

Said Referee reports aggregated amount
of rent under the said Lease, in arrears
to the Plaintiff at the date of his report
(April 15th 1881) for premises 255 E. 4th St.
is \$1375 as follows: —

One quarter rent payable Nov. 1-1878		\$137.50
One do	" Feb. 1. 1879	137.50
One do	" May 1. 1879	137.50
One do	" Aug 1-1879	137.50
One do	" Nov 1. 1879	137.50
One do	" Feb. 1. 1880	137.50
One do	" May 1. 1880	137.50
One do	" Aug 1. 1880	137.50
One do	" Nov. 1 1880	137.50
One do	" Feb. 1-1881	137.50
Interest thereon one hundred & ten dollars		

Taxes on premises 255 E. 4th St. unpaid
for the years, 1878, 1879 & 1880 as follows

1878	114.75
1879	116.10
1880	113.85
Interest thereon	35.55
Cost of water with penalty	+ 25.25
Aggregating all together	\$1890.25

0745

1881 May 28 - Order confirming said Referee's
Report & awarding possession to plaintiff
All of above ^{being} contained in the Judgment
Roll referred to, admitted in evidence &
read from said Judgment Roll by the
prosecution herein

November 1st 1883

Examination resumed.

It is stipulated that all the evidence of the complainant be stricken out, from the words, "Did you see the mortgage."

It is further stipulated that the evidence of Mr. Dissinger previously taken and the stenographic notes of which were lost shall be entirely disregarded and shall not be used or referred to for any purpose whatever.

Defendants Counsel, moves to dismiss the complaint?

Motion Denied. Counsel Recross

Jacob Dissinger the defendant being duly sworn says.

Q. Did

you have heard the testimony of Mr. Dissinger as far as it has been retained in the case?

A. Yes sir

2 Mr. Dissinger has stated that

told you that the mortgage was
 no good and you should take
 it back & tell him his
 money and that he had said that
 after he returned from Mr
 Hassel's is that so

Q Now, would you

Q And then you found him in the
 house the next day and you were
 in a room in the house

A I said some thing in regard to
 France, I didn't tell him that
 I would see it direct but I
 told him there was a man
 by the name of Mr ~~Hess~~^{Ed} who
 was formerly the owner of the
 house he wanted buy it? -

Q Mr Darger has also testified
 that you told him the mortgage
 was good?

Answer

Q What did you tell him about
 the mortgage?

A When I came to my office Dan
 Darger was there and a man by
 the name of Lang and Mr Fleming
 and a woman who was introduced

0748

to me as Mrs Lang, but I shook
 hands with him and said hello
 and he said he thought the
 man was the property of
 the State and he asked me
 if I knew anything about
 the man, and I told him
 it was not a good idea for
 me to go, and I have not
 gone for first marriage and then
 when I was up and down and
 back again and I am not
 I don't know how much it
 means to me, but in
 the meantime I told him to
 go down to the State he has
 the man in his possession
 and he told me you all about
 if you care and I am sure
 that the State was the law
 and I would go there and see him
 and I am not so I went off
 with the whole party, except
 the woman, then when
 they came back I asked him
 did you see State and he said
 yes he saw him and everything

was all right that was the whole
business. So far as I am con-
cerned in the matter.

Do you know this was a mortgage
on lease hold property? I
asked.

I do it true that you had him to
make a mortgage on a lease hold
property?

Admitted that he had this treaty &
lease hold mortgage.

I Mr. Darginger also testified
that you told him that he
would not lawyer that you
had examined it and that there
was no fraud and it was all
is that true?

Admitted that was the man that
I sent him to Mr. Halsey.

I told Mr. Darginger concerning
to you that this was a mortgage
and taxes and everything was
this morning on the property.
A not that I know of.

Nothing said about it?

Admitted to come to my office
shortly and told me he wanted
to see the mortgage he wanted.

to go to Europe, but he didn't want
to have the house foreclosed for
non-payment so he went to Cohen
2 Mr Dangler said that he
had paid the mortgage to you
is that true?

Ans Yes
Class Examined.

2 you told him it would cost
23 or 24 hundred dollars to fore-
close with all expenses?

A I told him about that I didn't
tell him that exactly. I told him
23 to 24 hundred ^(including the attorney's fees) dollars that was
on the day he bought it?

2 There was nothing said after
that?

Ans Yes

2 Did you know exactly what the
taxes were?

A No I don't know what the taxes
were. I knew there was two
years taxes.

2 You don't know how much back
ground rent.

A I know there was a years ground
rent. I am positive about that
I don't know if it was more than

0751

than that I never knew of the parties
and it

I have a name the Ordinance and law?
A. I guess it was paid if I am not in
mistaken.

I have heard of this and am
certain that the mortgage -
that was not paid

A. The interest was due and was
not paid

I have heard that I am correct?

A. Yes, I am not sure but I am sure it is
correct.

I am not sure.

I then it was paid and?

A. It was paid and that day there
was a 30 day clause in the
mortgage and it didn't expire
yet it was a day or two over the
six months

I The interest clause had not
expired?

Yes.

I have had before Mr. Dargatzis agreed
to buy it. you had bought it?
Yes.

I have long before?

about 2 months or 2 1/2 months

0752

Redirect

Q Did you buy or did you make an agreement to buy?

A I made an agreement to buy it I paid some money and I paid \$2000 on the mortgage. At the time you bought the property - what you know what was on the property. Amos did not at that time because the owner of the house wanted to buy the mortgage from Mr Stenge and he had a little difficulty and so he - you say the owner wanted to buy it from Stengel?

A Yes sir Mr Alderman he has the property

Q Did you collect the rent for Alderman a couple months rent I did?

Q Do you know what month that was?

A I think it was in December I cannot swear to it positively November or December.

Q When?

A It was in 1879 or 1880.

Q Was it in November or December 1879?

0753

Ayesan:

Q The time you agreed to buy the mortgage?

A Yes sir.

Q Who owned the property?

A Mr Feldman.

Q Did Feldman still own the property when Danyziger bought the mortgage?

A Yes sir.

Q How much did you get out of it after Danyziger bought the property after he paid for the mortgage?

A I got \$250 dollars I took it by advice of my counsel. It is a law suit against Mr Danyziger for breaking the contract. I commenced a suit against Danyziger.

Q When they came there Danyziger, his wife and the woman to your office, you had an appointment with them on that day didn't you?

A No sir I didn't know anything about it. It was not by appointment.

Q You didn't know the woman's

0754

5-
name was Larry. When she came in?

Objection to Admitted Exception
I don't know if it was Mrs. Larry
or who she was. I knew she was
living with Mr. Larry. I saw the
woman but I don't know her.
But you knew she was living
with Mr. Larry?

Yes, sir, but if she was his wife
I don't know.

Did you see her before that day
I don't see her for a year before
that day. I don't know her person-
ally. I was only told who she
was and she was living with
Larry.

Do you know that?

I don't swear to it.

Do you know her name when
she came in to you?

Yes, sir, only from Leansay.

Do you had a meeting with
Fleming and Larry the day before
he bought the mortgage?

I don't meet them, they came
to me?

Do you meet them at your office

Q And did you see them at Remington
there, and drawing a bill of sale
and they came to me.

Q Where did they meet you?
A In a large beer saloon!
I ask?

A Lucy Fleming & Hassel

Q The day before?

A I guess a day or two before.

Q Where did they meet you?

A Corner of Remington & Fairbanks
I am your officer at that time
was I there?

A Yes, I am.

Q And your residence was where?
A Avenue A.

Q I now refer to the time Mr
Hassel agreed to make an as-
signment in block, now did
they say how they happened to
find you there did they say
how they knew you were there
objected to

By the Court & Admitted!
Counsel Exception

A He said he was sent from
the office & he was looking
for me & he was told I was

0756

6

in that place.

Q What hour of the day was it?

A In the afternoon.

Q What hour.

A I cannot say.

Q Your office was still open?

A It was not quite dark;

Q Were there any other people there when you were drawing this bill of sale?

A Yes a larger beer man was there.

Q You were drawing a bill of sale for that place?

A Yes sir.

Q Did you agree on that day to meet them at your office the next day?

A No sir there was no agreement with them.

Q Was Dargatz's name mentioned by Lang or Fleming?

A No sir.

Q Or by you?

A No sir I haven't seen that man for the last 9 years.

Q Was his name mentioned?

A No sir.

0757

Q By either you or Leight Hassel.
A or me.

Q Have you got that agreement
that you & Hassel made at
that time?

A I have not got my papers here.
I have Mr Noble's papers?
A That I cannot say.

Q Where did you see that paper?
A I really cannot say if Mr Noble
has it or not.

Q The money that Dr. Danyziger paid
was paid by Mr Sarg to the
man that represented Mr
Sarg.

A Mr Danyziger paid the money
on the table and the man
Bodett handed it over to Mrs
Sarg.

Q Then who paid you the \$200 Dollars
A Sarg himself.

Q Did Mr Sarg pay the money
over to Mrs Sarg after she
got it?

A I cannot tell you that.

Q Under that agreement Mr
Hassel was to get \$100 Dollars
was he not?

0758

7 1
Q I cannot tell what he had to get.
he made the agreement with Larry
Larry had to give a release,
and for that I was to get \$250 dollars.
Did you give the release?

A Yes sir

Q And you were to get \$250.00 dollars
for that release.

A Yes sir

Q How much were you to get for
the release?

A \$250 dollars it was promised to
me.

Q By whom?

A Larry.

Q That is if he paid the mortgage.

A That is what I cannot tell, that
is what he promised me. If I signed
the paper I don't know what
arrangement he had with
Hassle.

Q Wasn't the agreement this way
that in case the sale failed though
that Hassle was to give you
\$250.00 dollars?

A It was this way that in case
Larry backs out, I get my 250.00
dollars back that I paid

0759

Steingel,

Do that and after that (Channing)
I don't read it. There was 2 paper
drawn at the time (yes that is
one of them).

I This is a copy of the agreement
made. except that your name
is in it?

A My name I don't know if it was
in that agreement we drew 2
at that time I don't know if
it was that one or not.

I This was one of them.

In consideration of the
sum of \$100.00 dollars to me
now being paid by Jacob
Bessinger and the delivery by
him to me. of Fred Steingel of
a general release. I do hereby
agree to execute an agreement
in blank or otherwise of a mort-
gage recorded in Liber 12110. page
10. of mortgages in New York.
Registers of fees provided at
the time of the delivery of the
said assignment there will be
paid to me One hundred and
fifty dollars therefore and

provided the said sum is paid to me
 or a ~~brother~~ before January 1st 1880
 otherwise this agreement to be
 null and void In that case said
 Hassé to pay said Bessinger 12500
 dollars, Dated New York August
 26th 1880. August Hassé Philip
 Lutz

Q Then if this agreement were not
 completed you were to receive 12
 dollars from Mr Hassé

A On the very same day the same
 hour that that paper was signed
 he told me that I should get two-
 hundred and fifty dollars if I signed
 the paper to give a release of it.

Q Where were you to get it?

A From Lutz He didn't mention
 the day He said I should get \$250
 dollars if he would buy the mort-
 gage from Mr Hassé And I should
 get \$250 if I signed the release

Q You signed the release referred to
 in this paper.

A I signed the release, but I wavered with
 draw my suit against Stenger.
 if I do so I would get my \$250.
 dollars.

Q you were to get 25⁰⁰ from Mr Hassé to withdraw the suit Auvassii. that was what I was to get back that I had already paid

Q And besides that you were to get \$250 dollars from Arthur?

A yes sir if I didn't get my 250 Dollars I was to receive my 25⁰⁰ which I paid an account of the transaction if he didn't succeed in buying the mortgage I was to get my \$250 dollars for the release which I had a garnis Mr Hassé and if not I was to get the 25⁰⁰ back

Q If he didn't sell the mortgage you were to get 25⁰⁰ Dollars to protect you from Mr Hassé's Ayes sir

Q And if he does you get the 250 Dollars Ayes sir

Q If Larry succeeded in selling the mortgage you were to receive 250 Dollars?

Ayes sir

Q you say that Mr Larry bought the mortgage?

A That's what he told me

0762

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Q. Where did he tell you that and
where?

A. In the saloon where he came in
John M. Hassé's presence!

Q. Now he told me he told Hassé
came in?

Q. Did not Mr. Lang come in with
Mussé?

A. Yes sir. He went off & brought
Mr. Hassé.

Q. Mr. Lang came there first?
Yes sir.

Q. Alone?

A. With Mr. Lang.

Q. What conversation
did you have then?

A. Mr. Lang told me he bought
the mortgage which he could
make a couple of dollars on.
and it then it was told me by
Mr. Hassé that he could not
sell it very well unless I
gave him a release and he
paid my expenses would
be paid and I said all right.
I will see my lawyer but
he went out and came in
with Mr. Hassé.

Q Mr Deery stayed alone, all the time?

A And when he went off and came back with him.

Q When did you see Lang the last time before you met him in the saloon.

A I don't see him for a year.

Q Mr Brannigan had you a bank account at that time?

A Yes.

Q Mr Lang was in partnership with Deery in the real estate business at that time?

A I was told so.

Q Mayan know that?

A I know they were traveling together. I knew they had an office together in 16th Street. They were in the same office. I was never in it but I was told he had an office in 16th Street.

Q Were you introduced to this woman that was spoken of as Mrs Lang?

A And when she was introduced to

0764

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me under another name I have forgotten it.

Who mentioned it?

A lady said I forgot the name he used.

I can he first tell you that this woman bought the mortgage? A lady told me that he bought the mortgage.

I was Congressman Boat there again.

I said he came along?

A the man in the office when I came in they were all there. Who were all the porters? A the man Foster who is my clerk.

I Philip Larry Louis Fleig Mr Boat. Mr Langwinger and this woman they were all there?

Again

I And do you remember any body else who was there? A I remember 2 men came in afterwards but I forgot their names.

I have anything to do with the transaction?

0765

Answer

I think you said you met
them by appointment?

I made no appointment there with
them.

Given to before me)
This day of November 1882 Jacob B. Simpson

J. M. Smith Peace Justice

0766

Testimony of Badt called
for defense being only 10
days.

Where was he residing?

At 47 Madison Street

What is your business?

A Lawyer

What was your occupation in
~~October~~ January 1880?

A Secretary

Where was your office?

A For about 4 or 5 years previous
to that time I had it with
Mr. Bessinger & I have a

What day or date in the month of January
Mr. Bessinger came to his
office?

A I do

Who was with him at the
time?

A Mr. Feig and Lang

Anybody else?

A I don't know whether the woman
was there at the time or whether
she came over 6 seconds after
wards.

At the time they came in was
Mr. Bessinger there

And in

Q What did you do when they came in ?

A One of them asked for Mr Bessinger and either Herman Foster or myself went down to look for him

Q Did he come in with you or Foster ?

A He came up the back way or the front way which I don't know I was in the office when he came in and Mr Larry Fleming Esq Bessinger Mr Foster and 3 other men that heard a part of the conversation just didn't stay long

Q What was said when Bessinger came in ?

A Bessinger says Hello Bessinger what are you doing here or words to that effect.

Q Who spoke next ?

A Either Fleming or Larry

Q What was said

A Mr Bessinger wants to buy the mortgage on the 4th St house.

Q What was said next

0768

12

18

1

1

A Bessinger said all rights of he
 wants to buy it but Daringer
 said how is that mortgage
 But Bessinger said it was an
 lease hold property there was
 some interest due on it and
 back rent but if he wanted
 to buy it he had better go down
 to Hassle he knew all about
 it Hassle owned the property previous
 to it Daringer and Larry went
 out together they went out
 for the purpose of going to
 Hassle whether they went or
 not I don't know. They remained
 out 20 or 25 minutes I remained
 in the office I was there when
 they returned and Mr Bessinger
 asked him if he was satisfied
 that ~~the~~ he had inquired and
 he said he was satisfied he
 then stated that he didn't have
 enough money that was toward
 Zaelock. Elsie Daringer and
 Larry went out, & came back
 towards Zaelock and Mr Bis
 singer went towards the table
 and I sat at the desk and

So says how is this. Lang produced a bank assignment Mr. Binsinger paid the money he insisted upon being allowed the interest he had lost in the bank and also the interest that was due up to the time of the mortgage. What he wanted was his profit of making a purchase I finished it and submitted it to all the parties and they agreed to it and paid the money.

I think it was 12 hundred ~~or more~~ and dollars he paid I don't know the exact amount I know I figured out the interest what he would lose at the bank and the interest due on the mortgage up to that time I received the money I wanted it and asked Binsinger if he was to receive any commission out of it and he told me & I turned the rest over to Mrs. Lang.

How much did you deliver to

0770

13

the man and Brumby?
A I cannot tell the amount.
I you knew of this agreement between
the W.D. Sullivan & Russell?

A I knew nothing of it I had
no knowledge of the existence
of any agreement other than
the one between Stough and
Brumby.

Q Can you tell how much of
that amount you gave to
Brumby & to the woman?
A Brumby said \$200 I counted
it off & the balance I gave to
the woman I saw said give
it to my wife and Brumby
asked if he should see to
the recording of the paper
& if I was not sure there
was 15 or 20 short which
he agreed to pay.

Qross Examined

Q did you see Mr. Lang pay
the money to Mrs. Lang?

A No Sir

Q What did Mrs. Lang do with
the money?

A I don't know

0771

Q After you took off the 250 dollar
you gave her the money?
A Yes sir and in the presence
of Mr Langmizer and she
put the money in her pocket
Did you counted it first?

A Yes sir

Q And she counted it afterwards
expressly I saw Mr Lang
count it Mr Bunsen
didn't he was satisfied it
was 250.

Q You had no office there at
the time?

A Yes sir I was privileged to
stay there

Q You transacted business there
A Yes sir

Q How long afterwards did you
continue to transact business
at his office?

A Up to the time he moved
I don't know how long ago?

A I think in May following
1881.

Q Did you see Mrs Lang come
in there?

A Yes sir

0772

18 1

Did she come in alone?
I do not say whether she did or
a few seconds afterwards
I saw Dwyer inside before
I think she was
I know where whether he was
or not?

When they all came together Mrs
Lacy a few minutes after
the night had come with them
& came in a few seconds after
I gave her the money?

Ayes si & I said Mr Benninger
have you any claim on this for
commissions & he said \$250 dollars
I handed it over to him and the
balance I paid her.

I have been disbarred
suspended. the order was
I revoked instead of its being
a disbarment it was a sus-
pension

Will you still remain suspended?
Ayes si

I have any such order been made
restoring you?

Ayes si

When was it

0773

Ad. I must tell you dates
I have been restored &
appear

I show you the order in your
possession the original?
Answer

I or the certified copy restoring
of it?

Ad. I may have one.

I and order restoring you?
Answer a certified copy
I have here it in your control
appear

I have long ago where you
are buried?
A 1876.

I am before me
this 1 day of November 1883

J. T. Kilbuck
Justice

151

Steward Foster being duly sworn says

Q where does your residence?

A 1 Redridge St

Q what is your business?

A picture frames

Q In January 1880. what was your business?

A I was clerk for Mr Burger

Q say you recollect Mr Danziger coming there?

A Yes sir

Q who came with him at the time?

A 2 other men Mr Kling & Lang

Q and at the same time they asked me where Mr Burger was & I told them he must be down stairs in the basement. & I called Mr Burger up stairs

Q what was said when he came in?

A He said Hello Danziger what are you doing here & Danziger said I want to buy the mortgage on the house in 40 Street and he said all right if you want it

Mr. Dreyer asked Mr. Buisson
 what he should do & he told
 him the best he could do
 was to to Mr. Kasse he knew
 all about it & he would give him
 the information they then
 returned 25 or 30 minutes after
 & said they had been to Kasse
 & he said he was perfectly well
 satisfied, & Mr. Dreyer said
 the money over to Buisson ^{Bolt} and
 he said to Mr. Badt cannot the
 money I saw him take & and
 cannot it. how much it was I
 don't know. Badt asked Buisson
 how if he has any claim for
 commission & he said yes \$250
 & he said then he admitted off
 \$250 & he handed it to Mr. Buisson
 and handed the other portion
 to Mr. Lamy & he handed it over
 to his wife or lady.

Cross Examined

Did Buisson say hello to Hery
 or Lamy?

Answer nothing at all

Did he ask them what they
 were doing there?

Apes si not that I heard
 Burko told me Bad to pay the
 money to the Lady?

Anybody that I heard
 I did you see this woman put
 the money in her pocket?

Apes si

I did she got out with Ling after
 wards?

They all went away together
 I did I assign you to?

Apes si

I who wrote Dangers name
 in the assignment?

I dont know

I did you see the assignment
 before it was recorded?

Any si I only got it from Mr
 Bursinger he told me to
 go to the Registry office
 I did you send them to a
 Mason corner of Orchard
 Ludlow photo to find Mr
 Bursinger?

I dont believe I did not
 to my knowledge

I where are you now what
 business are in

0777

a Picture frame bearing 133
Chatham Street

Is that true you were a
clerk for Curran &
Ayres.

Answering the Forman Forster,
1 day of Nov 1887 day to November 1887
J. H. H. 2 P M

- November 9th 1887
cross-examination of Jacob
Gissinger continued:
- Q. When did you first hear,
that the woman, you spoke
of, had bought the mortgage.
- A. I never said Mrs. Ranz bought
the mortgage. Mr. Ranz told me
he bought it. He received the
money.
- Q. When did you first hear,
that Mr. Ranz bought the mort-
gage?
- A. About a day or two before
Gauzeisen came to my office.
- Q. You were on the 10. day of
May 1887 before Charles Goldzie
Notary Public in an affidavit
to vacate an order of arrest

in a case in the Supreme Court
 wherein Mr. Danzeisen is the plaintiff
 and yourself a defendant as
 follows: "A clerk from Hasssey's
 office, then brought an assign-
 ment fully completed and made
 to Danzeisen. Deponent (and it
 over and handed it to plaintiff
 off. The plaintiff paid the pur-
 chase price, amounting to some
 what less, than \$1500 to Ranzy;
 this deponent received \$150
 for a release of his claim and
 the rest of the money was taken
 by Ranzy, as this deponent be-
 lieved and still believes to
 Hasssey and this deponent
 never received any part there
 of, or saw the same there
 after." is this testimony true?
 A. I received \$250, not \$150, there
 is a mistake in the affidavit,
 which was not made by me,
 otherwise it is true, but I can
 not swear that Mr. Hasssey's
 clerk brought the assignment.
 Ranzy handed the assignment
 to me ^{to read & copy} but Hasssey's clerk

was there. I also say, that that part, ⁱⁿ which says, that the rest of the money was taken by Lang as this deponent believed and still believes, to Harney, must be a mistake. I never stated it in that way. Mr. Gold-
zier must have made a mistake in talking down my statement.

2. Have you in any affidavit or pleading claimed, before my evidence given in this examination, that Mr. Lang owned the mortgage in question, which Mr. Langsen purchased?

Objected to on the ground that the evidence is not proper, without producing the affidavits & pleadings.

Objection overruled. Exception.

A. I cannot tell, because I gave the case to my lawyer. I stated the case to him & he drew the affidavits. It is too long ago to remember. What I said in my affidavits.

James W. Simpson
New York City

Nov 10/1882

J. W. Simpson

0780

Grace Wymond of 10309
E 79th Street, aged 36
years, lawyer by profession
being duly sworn as a
witness for defence says

I am attorney for
Rutgers Fire Insurance Co
in the matter of the
rent due for premises on
W. 12 corner Chatham & 12th
Street. ~~James W. Wymond~~

Left counsel offer to
prove by this witness that
witness received the mortgage
in question together with an
affidavit by Complainant
from a third party who
bought it for full value
and that witness now
holds the mortgage as security
for \$150 - rent due from
said third party.

Objection -

Offer denied. Exception.

Left counsel offer in

Witness before me
this 10 day of Nov 1882

J. H. W. Wymond

Not a party

0781

Evidence a bond from
Valentine Claffer to Fredrick
Stengel accompanying the
mortgage in question with an
assignment to Comptroller
Wm. H. Foye by Complainant
produced thereon.

Admitted and
marked. "Exhibit 4. th No 10".

0782

Herman Heunemann. Aged
47 years, residing at 250
E 83rd Street, Commercial
agent being duly sworn as
a witness for defence says,

"I have seen Complainant
once before today. He came in
with an Agent named Fleck.
He said he wanted to exchange
mining stock for this property.
I was President of the Globe
Gold & Silver Mining Company.
I told him that the stock
of the Company was worth
70 a share but he could
get private stock of from
some one else for 15 a share.
I didn't sell him any
stock. The mortgage & bond
of valuation & offer to Fredrick
Rumpf were in my hands,
I was holding them for
Warnerfogel. Complainant
said that it was good as
gold. Warnerfogel was
Secretary of the Company
at the time. Birnizer

0783

had nothing to do with
 buying Complanit to my
 office so far as I know.
 Bessinger was a Director
 in the Company at the
 time. Complanit got
 500 shares of the private
 stock from Warrington.
 The stock was worth at
 that time \$5. I am the
 owner of 255 E & 4th St. N.W.
 Mr Attridge a Receiver
 appointed by me collects
 the rent. I paid Warrington
 \$2000 for the mortgage on
 gun tin and took an
 assignment from him.

20 I paid the 2000 in cash.
 Took the money out of the bank.
 Did not have the title searched.
 Wm Warrington
 the 10 day of Nov 1882

W. Warrington W. Warrington
 Potomac

It is admitted that the originals
 of C, B, D & E are in possession
 of Wm Warrington

TORN PAGE

0784

POLICE COURT— 3 DISTRICT.

RECOGNIZANCE FOR TRIAL OR EXAMINATION.

CITY AND COUNTY }
OF NEW YORK, } ss.

BE IT REMEMBERED, That on

the 27 day of May in the year of our Lord 1882

Jacob Bissinger
of No. 691 - 1st Avenue Street, in the City of New York,

and August Schaffer
of No. 677 - 2nd Avenue Street, in the said City,

and John W. Gunter
of No. 46 - 2nd Avenue Street, in the said City,

personally came before the undersigned, one of the Police Justices in the City of New York, and acknowledged themselves to owe to the PEOPLE OF THE STATE OF NEW YORK, that is to say: the said

Jacob Bissinger
the sum of Twenty Hundred Dollars; the said

August Schaffer
the sum of Twenty Hundred Dollars, and the said

John W. Gunter
the sum of Twenty Hundred Dollars, separately, of

good and lawful money of the State of New York, to be levied and made of their respective goods and chattels, lands, and tenements, to the use of said People, if default shall be made in the condition following, viz.:

WHEREAS, the said Jacob Bissinger was charged, before the undersigned, Police Justice as aforesaid, on the oath of George J. Dunsen with a Felony for having, on the 6 day of January 1880

in the City and County of New York, aforesaid, did by false and fraudulent pretences and representations cheat and defraud said complainant out of the sum of four hundred and fifty five dollars (Complainant's property)

And Whereas, he has been brought before said Justice to answer said charge and the said offence with which he is charged being bailable by said Justice, and he having demanded an examination on said complaint, and it having been made to appear to the satisfaction of said Justice that said examination should be continued to some other day, he did thereupon order the said accused to find sufficient Bail in the sum of Twenty

Hundred Dollars, for his appearance at the 3 District Police Court, No. 691
Essex street, on the 27 day of May 1882 at 2 o'clock, in the afternoon of that day, to answer to said charge.

Now Therefore, the condition of this Recognizance is such, that if the above named

Jacob Bissinger
shall personally appear before said Justice at the said 3 District Police Court in the City of New York, on the 27 day of May 1882 at 2 o'clock, P. M. and at such other times and days as the said examination may be adjourned to, and abide the final decision of said Justice. and not depart therefrom without leave, then this Recognizance to be void, otherwise to remain in full force.

Taken and acknowledged before me, the }
day and year aforesaid.

J. M. Willett
POLICE JUSTICE,

Jacob Bissinger
August Schaffer
John W. Gunter

0785

CITY AND COUNTY } ss.
OF NEW YORK,

Sworn to before me, this
day of *August* 188*2*
J. H. Smith
Police Justice.

August
named Sureties, being duly sworn, says that he is a
holder and resident in
Hundred Dollars,
over and above the amount of all his debts and liabilities; and that his property consists of

*A house and lot of land situated
at 156 Eldridge Street this city
and is worth Eight hundred dollars
subject to a mortgage of Six
thousand dollars*

Ernest Schaffer

CITY AND COUNTY } ss.
OF NEW YORK,

Sworn to before me, the
day of *August* 188*2*
J. H. Smith
Police Justice.

John W. Gunther
named Sureties, being duly sworn, says that he is a
holder and resident in
Hundred Dollars,
over and above the amount of all his debts and liabilities; and that his property consists of

*Two lots of land situated on
11th Avenue between 69th and 80th Street
in this city and is valued at
Ten thousand dollars subject
to a mortgage of thirty six hundred
dollars*

Ernest Schaffer

THE PEOPLE, &c., ON THE COMPLAINT OF	Recognizance for trial or Examination.	Taken the day of 188 <i>2</i>	Filed day of 188 <i>2</i>	Sureties identified by	No. Street.

TORN PAGE

0786

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
bail.

December 1 1882

J. H. Smith Police Justice.

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

Dated Dec. 1 1882

J. H. Smith Police Justice.

There being no sufficient cause to believe the within named _____

TORN PAGE

0787

BAILED,

No. 1, by August Schaffer
Residence 670 2nd Avenue Street,

No. 2, by _____
Residence _____ Street,

No. 3, by _____
Residence _____ Street,

No. 4, by _____
Residence 8 Street.

¹⁶⁷ Pril 3
Police Court District.

THE PEOPLE, &c.
ON THE COMPLAINT OF
George J. Danzmann
vs.
Jacob Bissinger

1 _____
2 _____
3 _____
4 _____

Jacob Bissinger
Offence, Jacob Bissinger

Dated Mar 25 1882
J. A. L. Killbuck Magistrate.

Officer

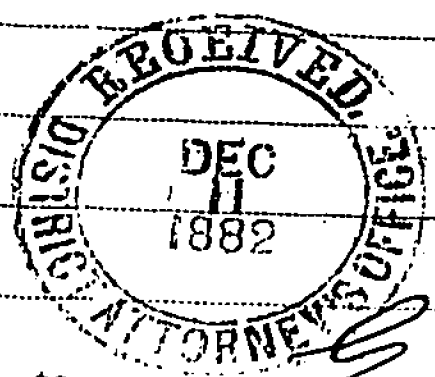
Clerk.

Witnesses, _____
No. _____ Street,

No. _____ Street,

No. _____ Street,

\$ 2000 to answer G. J.
Bailed



0788

THIRD DISTRICT POLICE COURT.

THE PEOPLE EX REL. GEORGE

J. DANZEISEN.

AGAINST

JACOB BISSINGER

CHARLES A. FLAMMER FOR COMPLAINANT,

HENRY WEHLE FOR DEFENDANT.

CROSS-EXAMINATION, OF COMPLAINANT BY MR. WEHLE.

HOW LONG HAVE YOU KNOWN BISSINGER.

A. FOR ABOUT THIRTY YEARS.

Q. ALL THE TIME IN THE CITY OF NEW YORK ? A. YES.

Q. HOW OFTEN DID YOU MEET HIM DURING THE YEAR 1879 AND 1880 ? A. I DID NOT MEET HIM IN 1879, BUT IN 1880.

Q. HOW LONG BEFORE JULY 1880 DID YOU MEET HIM ? WHEN WAS THE LAST TIME YOU MET HIM BEFORE JULY 1880 ? A. ANNO 1880; THE LAST TIME I SAW HIM BEFORE JULY, I CAN'T SAY, I MET HIM IN THE STREET, BUT I DID NOT SPEAK TO HIM..

Q. WHEN WAS THE LAST TIME PRIOR TO JULY, 1880, THAT YOU SAW BISSINGER AND SPOKE TO HIM ? A. THAT I CANNOT SAY, I DID NOT SPEAK TO HIM FOR YEARS I DON'T KNOW EXACTLY HOW MANY YEARS.

Q. WHAT DID YOU SAY TO HIM, WHEN YOU MET ^{him} IN JANUARY, 1880 ?

A. I

HAVEN'T SAID ANYTHING TO HIM.

0789

2.

A. ~~I XXXXXXXX~~ HAVEN'T SAID ANYTHING TO HIM. HE CALLED TO ME ~~TOH HIS~~ ^{to his} OFFICE HE ASKED ME IF I WANTED TO BUY A GOOD MORTGAGE.

Q. WHAT DID HE SAY?

A. HE SAID TO ME : WILL YOU BUY A GOOD MORTGAGE? AND I SAID, YES, IF IT IS GOOD, I WILL BUY IT.

Q. DID THAT CONVERSATION TAKE PLACE IN HIS OFFICE, CORNER FIRST AVENUE AND SECOND STREET ? A. YES.

Q. WHO WAS PRESENT? A. THERE WAS NOBODY PRESENT, ~~XXXX~~ BUT FLEIS AND LANZ AND THE OTHER I DID NOT KNOW.

Q. NOW, WHEN YOU TOLD HIM, YOU WOULD BUY IT, IF THE MORTGAGE WAS GOOD, WHAT DID HE REPLY ? A. HE DID NOT REPLY ANYTHING TO THAT. HE SAID IT WAS GOOD. WHEN I SAID I WOULD BUY THE MORTGAGE IF IT WAS GOOD, HE DID NOT REPLY ANYTHING ELSE.

Q. DID HE REPLY ANYTHING ? A. HE DID NOT REPLY ANYTHING AT ALL.

Q. WHAT ELSE WAS SAID ? A. THEN I SAID, I WILL HAVE IT EXAMINED BY A NOTARY OR A LAWYER, WHO WILL ASCERTAIN WHETHER THERE IS ANYTHING ON IT AND IF IT WAS GOOD.

Q. DID ANYONE ELSE MAKE ANY REPLY TO IT? A. NO ONE MADE ANY RESPONSE TO THIS.

Q. WHAT DID YOU DO AFTER THAT ? A. HE SAID THEN TO ME THAT THE MORTGAGE WAS AS GOOD AS GOLD. ONE BROTHER COULD GIVE IT TO ANOTHER.

Q. IS THAT ALL THAT HE SAID ? A. HE THEN ALSO SAID, IT IS NO USE TO HAVE IT EXAMINED. HE HIMSELF WAS HOUSEKEEPER OF THE HOUSE, AND HAD COLLECTED THE RENT, AND HE KNEW THAT THERE WAS NOTHING ON.

Q. DID HE SAID ANYTHING ELSE ? A. HE SAID THAT IF I WOULD NOT BELIEVE HIM, I SHOULD GO TO HASSEY, HE WOULD TELL ME, WHETHER THERE WAS ANYTHING ON OR NOT.

Q. HAS HE SAID ANYTHING ELSE? A. HE HAS NOT SAID ANYTHING ELSE. I AM

0790

3.

QUITE CERTAIN, THAT HE HAS SAID NOTHING ELSE.

Q. DID ANYONE PRESENT, LANZ OR FLEIG, DID THEY SAY ANYTHING. A. NO THEY DID NOT SAY ANYTHING. NO, LANZ DID NOT SAY ANYTHING. FLEIG SAID THAT THE MORTGAGE WAS GOOD.

Q. HAVE YOU SAID EVERYTHING THAT WAS SAID IN THE OFFICE OF BISSINGER?

A. I HAVE NOW SAID EVERYTHING THAT WAS SAID IN THE OFFICE OF BISSINGER.

Q. WHO TOLD YOU TO GO TO BISSINGER'S OFFICE? A. FLEIG.

Q. WHEN DID HE TELL YOU THAT? A. THAT WAS ON THE 6TH. OF JANUARY, THE SAME DAY ON WHICH I CAME TO THE OFFICE.

Q. WHAT DID FLEIG SAY TO YOU? A. HE SAID, BISSINGER HAS A GOOD MORTGAGE TO SELL.

Q. IS THAT ALL THAT HE SAID? A. THAT IS ALL HE SAID.

Q. YOU ARE QUITE SURE THAT FLEIG DIDN'T TELL YOU ANYTHING ELSE? A. NO HE DID NOT TELL ME ANYTHING ELSE, I AM SURE OF THAT.

Q. HAD YOU NOT SEEN FLEIG BEFORE THE 6TH. OF JANUARY? A. I ALSO SAW HIM ON THE 4TH. OF JANUARY.

Q. DID HE TELL YOU ANYTHING ABOUT THE MORTGAGE ON THAT DAY? A. HE TOLD ME THAT HE KNEW A GOOD MORTGAGE.

Q. TELL ME WHAT HE SAID ON THE FOURTH OF JANUARY? A. HE SAID HE KNEW A GOOD MORTGAGE.

Q. WHERE WAS THAT ON THE 4TH. OF JANUARY? A. THAT WAS IN FLEIG'S HOUSE. A GOOD FRIEND OF MINE WAS WITH ME, LUDWIG STIENES.

Q. HOW DID YOU COME TO ^{be} WITH THAT GOOD FRIEND AT FLEIG'S HOUSE? A. FLEIG MET MY FRIEND ON THE STREET THEN HE ASKED HIM WHETHER HE KNEW ANYBODY WHO PAID \$1500? HE KNEW A GOOD MORTGAGE.

Q. AND THEN STIENES SPOKE TO ^{you} HIM? A. YES, STIENES TOLD THAT TO ME AND THEREUPON I WENT WITH STIENES TO FLEIG'S HOUSE.

Q. NOW STATE ALL THAT WAS SAID ON THE 4TH. OF JANUARY IN FLEIG'S HOUSE?

0791

MORTGAGE

A. WE WANTED TO KNOW WHERE THE ~~XENNE~~ WAS .

Q. WHAT DID YOU SAY TO FLEIG? A. I SAID TO FLEIG HE SHOULD TELL ME WHERE THE HOUSE WAS UPON WHICH THE MORTGAGE WAS.

Q. WHAT DID FLEIG REPLY? A. HE SAID THE HOUSE IS IN 4TH. STREET, BETWEEN AVENUE A. AND C. BUT HE DID NOT TELL US THE NUMBER.

Q. DID YOU ASK THE NUMBER? A. YES.

Q. WHAT DID HE SAY? A. HE WANTED TO MAKE A COMMISSION; HE WOULD GET A COMMISSION.

Q. DID YOU ASK THE NUMBER OF THE HOUSE? A. FLEIG REPLIED HE WOULD NOT TELL THAT TO ME BECAUSE HE WANTED TO MAKE THE COMMISSION.

Q. WHAT ELSE? A. HE SAID IF HE TOLD THE NUMBER, IT WOULD SPOIL HIS COMMISSION.

Q. WHAT DID YOU SAY TO THAT? A. I DID NOT SAY ANYTHING. AFTER HE REFUSED TO TELL ME THE NUMBER.

Q. WHAT DID MR. STERNES SAY? A. NEITHER I NOR MR. STERNES SAID ANYTHING; BUT WE LEFT.

Q. WAS IT NOT UNDERSTOOD ON THAT DAY THAT YOU WERE TO TAKE THE MORTGAGE AND THAT FLEIG AND LANZ WERE TO CALL FOR YOU? A. NO NOTHING AT ALL WAS SAID ABOUT FLEIG OR ANYBODY ELSE CALLING FOR ME ON A LATER PERIOD FOR THE PURPOSE OF ^{summon} CONSUMMATING THE SALE OF THE MORTGAGE.

Q. WAS ANY AGREEMENT MADE THAT YOU SHOULD BUY THE MORTGAGE? A. NO AGREEMENT WAS MADE.

Q. HAVE YOU SAID THAT YOU WOULD BUY THE MORTGAGE? A. I DID HOWEVER SAY I WOULD BUY THE MORTGAGE IF IT WAS GOOD.

Q. DID FLEIG MAKE ANY REPLY TO THIS? A. NO.

Q. DIDN'T HE SAY THE MORTGAGE WAS GOOD? A. YES, HE SAID THE MORTGAGE WAS GOOD.

Q. AND AFTER HE SAID THE MORTGAGE WAS GOOD, *did you say anything?* A. I DIDN'T ~~XXX~~ ANSWER ANY

0792

5
1
1
1
THING.

Q. AND NO AGREEMENT WAS MADE THAT FLEIG SHOULD CALL FOR HIM? A. NO.

Q. WHEN FLEIG CAME TO YOU ON THE 6TH. OF JANUARY DIDN'T YOU EXPECT HIM?

A. NO I DID NOT EXPECT HIM

Q. WHEN ON THE 4TH. OF JANUARY YOU WENT WITH STIENES FROM FLEIG, DIDN'T ^{would} ~~he~~ SAY TO STIENES, THAT STIENES SHOULD COME WITH YOU, WHEN YOU PURCHASE THE MORTGAGE? A. YES STIENES SAID, THAT HE WOULD GO WITH ME.

Q. WHAT DID YOU SAY TO STIENES? A. I SAID IT IS AGREEABLE TO ME. I DIDN'T SAY ANYTHING ELSE.

Q. MUNEY HAVEN'T YOU SAID ANYTHING ELSE? A. NO.

Q. HAVE YOU NOT SAID TO STIENES YOU WOULD TELL HIM, WHEN FLEIG OR LANZ WOULD COME TO GO WITH HIM? A. NO.

Q. HAVE YOU NOT PROMISED STIENES TWO DOLLARS, IF HE WOULD GO WITH YOU WHEN THE SALE SHOULD BE CONCLUDED? ^{sum} A. NO, I DID NOT PROMISE HIM ANYTHING. HE SAID, HE WOULD GET A COMMISSION OF TEN DOLLARS FROM FLEIG.

Q. DID YOU TELL STIENES, THAT YOU WOULD LET HIM KNOW, WHEN THE BARGAIN ~~SHOULD~~ SHOULD BE CONCLUDED? A. I SAID TO STIENES IF I BUY THE MORTGAGE I SHOULD COME TO HIM.

Q. THEN YOU HAD ALREADY MADE UP YOUR MIND, YOU WOULD BUY THE MORTGAGE ~~THE~~ ON THE 4TH. OF JANUARY, DIDN'T YOU? A. NO, NOT ON THE 4TH. OF JANUARY, HE MERELY OFFERED IT TO US.

Q. HADN'T YOU EXPRESSED YOUR INTENTION TO BUY THE MORTGAGE ON THE 4TH. OF JANUARY TO STIENES? A. YES, I DID SAY TO STIENES ON THE 4TH. OF JANUARY I WOULD BUY THE MORTGAGE.

Q. WHEN FLEIG CALLED FOR YOU ON THE 6TH. OF JANUARY, WHICH WAY DID HE GO TO BIGSINGER'S OFFICE? DIDN'T HE GO THROUGH 4TH. STREET? A. NO, WE DID NOT GO THROUGH FOURTH STREET WE WENT THROUGH SECOND STREET.

Q. WHERE DID YOU LEAVE? A. IN THIRD STREET.

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b.

- Q. DIDN'T FLEIG SHOW YOU THE HOUSE ? A. NO.
- Q. HAVE YOU ASKED FLEIG, TO SHOW THE HOUSE ON THE 6TH. OF JANUARY ?
A. YES.
- Q. WHAT DID HE ANSWER ? A. FLEIG SAID IT WAS NOT NECESSARY THAT HE SHOULD SHOW ME THE HOUSE; IT WAS A NICE HOUSE.
- Q. DID YOU BELIEVE WHAT FLEIG SAID ? A. NO I DID NOT BELIEVE HIM.
- Q. HAVE YOU INSISTED THAT HE SHOULD SHOW YOU THE HOUSE ? A. YES I INSISTED.
- Q. HAS HE SHOWN YOU THE HOUSE ? A. NO.
- Q. WHAT DID HE SAY ? A. HE SAID, BISSINGER HAS THE MORTGAGE.
- Q. HE DID NOT TELL YOU THE PRECISE PLACE WHERE THE HOUSE WAS, SO THAT YOU COULD GO THERE YOURSELF AND LOOK AT IT ? A. NO, HE MERELY SAID, IT IS BETWEEN AVENUE B. AND C.
- Q. YOU STATED THAT ON THE 4TH. OF JANUARY HE TOLD YOU, IT WAS BETWEEN AVENUE A. AND B. AND NOW YOU SAY THAT ON THE 6TH. OF JANUARY HE SAID, IT WAS BETWEEN AVENUE B. AND C. ? A. HE SAID FIRST, THAT IT WAS BETWEEN AVENUE A. AND B. AND AFTERWARDS THAT IT WAS BETWEEN AVENUE B. AND C.
- Q. AND STILL YOU DID NOT ASK HIM TO SHOW YOU THE HOUSE ? A. YES, I SAID TO HIM TO SHOW ME THE HOUSE. HE SAID IT WAS NOT NECESSARY; IT WAS A NICE HOUSE. I SHOULD ONLY COME ALONG TO BISSINGER, AND I DID NOT REPLY TO ANYTHING.
- Q. WHAT DID FLEIG SAY TO YOU WHEN HE CALLED ON THE 6TH. OF JANUARY ?
A. HE DID NOT SAY ANYTHING ELSE THAN WHAT I HAVE STATED.
- Q. IN RESPECT TO GO TO BISSINGER ? A. HE ONLY SAID THAT I SHOULD COME ALONG.
- Q. DIDN'T HE SAY, FOR THE PURPOSE OF BUYING THE MORTGAGE ? A. HE SAID, THAT IT WAS A GOOD HOUSE, A HOUSE AND LOT. THE PROPERTY WAS WORTH \$9000.
- Q. THAT WAS ALL ON THE 6TH. OF JANUARY, BEFORE YOU WENT TO BISSINGER'S OFFICE.

0794

7. A. YES THAT WAS ALL HE SAID TO ME.

Q. AND AFTER HE TOLD YOU, THAT THE HOUSE WAS A GOOD HOUSE, WORTH EIGHT OR NINE THOUSAND DOLLARS, THEN YOU WENT WITH HIM TO BISSINGER'S OFFICE?

A. WE WERE ON OUR WAY TO THE OFFICE AT THE TIME FLEIG SAID THAT.

Q. NOW WHEN YOU CAME TO BISSINGER'S OFFICE, DID YOU TELL BISSINGER THAT FLEIG HAD TOLD YOU ? A. NO, THAT I HAVE NOT TOLD BISSINGER.

Q. HAVE YOU NOT ASKED BISSINGER, WHETHER IT WAS TRUE, WHAT FLEIG HAD SAID TO YOU ? A. NO I HAVE NOT SAID ANYTHING TO BISSINGER.

Q. WHAT THEN DID YOU SAY TO BISSINGER, WHEN YOU CAME THERE ? A. I DID NOT SAY ANYTHING TO BISSINGER. BISSINGER ASKED ME, WHETHER I WOULD BUY A GOOD MORTGAGE.

Q. AT THE TIME YOU CAME THERE, WAS BISSINGER IN THE OFFICE OR DID YOU WAIT FOR BISSINGER TO COME IN ? A. NO, BISSINGER WAS THERE.

Q. WAS LANZ ALSO THERE ? A. LANZ WAS ALSO THERE.

Q. DID YOU MEET BISSINGER OUTSIDE OR INSIDE OF THE OFFICE ? A. BISSINGER WAS IN THE OFFICE.

Q. AND LANZ ALSO ? A. AND LANZ ALSO.

Q. ARE YOU SURE OF THAT ? A. ALL FOUR WERE IN THE OFFICE.

Q. DIDN'T YOU COME WITH LANZ AND FLEIG TO THE OFFICE, THEY WERE WITH YOU?

A. LANZ AND FLEIG WERE WITH ME.

Q. THEN LANZ AND FLEIG CALLED AT YOUR HOUSE TO COME TO BISSINGER ?

A. YES, THE THREE OF US WENT TO BISSINGER.

Q. DIDN'T LANZ SAY ANYTHING ? A. NO LANZ DIDN'T SAY ANYTHING.

Q. HASN'T HE SAID THAT THIS WAS A GOOD MORTGAGE ? A. NO, WE HADN'T SEEN EACH OTHER BEFORE. LANZ HASN'T SAID ANYTHING.

Q. DID LANZ SAY ANYTHING, WHILE YOU WERE IN THE OFFICE ? A. NO.

Q. DID LANZ SAY ANYTHING ON THE FOURTH OF JANUARY ? A. NO, I DIDN'T SEE HIM ON THE FOURTH OF JANUARY.

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Q. WHEN DID YOU SEE LANZ FOR THE FIRST TIME IN THIS TRANSACTION ? A. ON THE 6TH. OF JANUARY, WHEN HE CALLED AT MY HOUSE.

Q. WAS ANY REFERENCE MADE DURING THAT INTERVIEW AT BISSINGER'S OFFICE ^{to} THE PREVIOUS INTERVIEWS WHICH YOU HAD HAD WITH FLEIG ? A. NO, NOTHING WAS SAID, NOT A WORD.

Q. WHEN FLEIG CALLED ON THE 6TH. OF JANUARY, DIDN'T YOU TELL HIM THAT YOU WANTED TO GO TO STIERES, THAT YOU WANTED HIM TO COME ALONG ? A. YES, I SAID THAT STIERES WAS TO COME ALONG, BUT FLEIG SAID IT WAS NOT NECESSARY.

Q. AND THEREUPON YOU WENT WITH LANZ AND FLEIG ALONE, WITHOUT STIERES ?

A. YES.

Q. WHEN BISSINGER TOLD YOU TO GO TO HASSEY'S OFFICE, DID YOU GO THERE ?

A. I WENT THERE WITH LANZ AND FLEIG.

Q. DID YOU SEE HASSEY THERE ? A. NO HE WAS WAS NOT HOME.

Q. WHEN YOU DID NOT FIND HIS HOME WHERE DID YOU GO THEN ? A. THERE WAS A YOUNG MAN THERE, AND I ASKED HIM, WHETHER MR. HASSEY ~~XXXXXXXXXX~~ WAS NOT THERE HE SAID, IT MIGHT BE RIGHT BEFORE HE WOULD COME.

Q. WHERE ELSE DID YOU GO ? A. I DID NOT GO ANYWHERE.

Q. DIDN'T YOU SPEAK TO THAT YOUNG MAN ABOUT THE MORTGAGE ? A. YES.

Q. WHAT DID YOU ASK THE YOUNG MAN ? A. I ASKED, WHEN THE MORTGAGE WAS MADE.

Q. WHAT DID THE YOUNG MAN SAY ? A. THAT HE COULD NOT SAY.

Q. HAD YOU THE MORTGAGE WITH YOU ? A. NO.

Q. WASN'T THE MORTGAGE IN HASSEY'S OFFICE AT THAT TIME ? A. NO THE MORTGAGE WAS NOT IN HASSEY'S OFFICE.

Q. WHERE WAS THE MORTGAGE ? A. BISSINGER HAD IT IN HIS HANDS.

Q. HOW DID YOU KNOW THAT BISSINGER HAD THE MORTGAGE IN HIS HANDS ? A. BECAUSE HE GAVE IT TO ME, WHEN I GAVE HIM THE MONEY.

Q. DID YOU SEE IT IN HIS HANDS ? A. YES, HE HIMSELF GAVE IT TO ME.

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9.
- Q. WHEN DID YOU GET IT FROM HIM ? A. ON THE 6TH. OF JANUARY.
- Q. ON THE 6TH. OF JANUARY BISSINGER GAVE YOU THE MORTGAGE ? A. YES.
- Q. ARE YOU SURE OF THAT ? A. YES, I AM SURE.
- Q. WHERE DID HE GIVE YOU THE MORTGAGE ? A. IN HIS OFFICE.
- Q. WAS THAT BEFORE OR AFTER YOU WENT TO HASSEY'S OFFICE ? A. AFTER I RETURNED FROM HASSEY TO BISSINGER'S OFFICE, AND THERE I RECEIVED FROM BISSINGER THE MORTGAGE AFTER PAYING THE MONEY. I FIRST, HOWEVER, WENT TO THE BANK TO DRAW THE MONEY. FLEIG AND LANZ WERE WITH ME.
- Q. WHEN YOU RETURNED TO BISSINGER'S OFFICE, DID YOU HAVE A TALK WITH HIM.
- A. YES, HE SAID, THE MORTGAGE IS AS GOOD AS GOLD; IF IT IS NOT GOOD, BRING IT BACK TO ME AND I GIVE YOU YOUR MONEY BACK.
- Q. DIDN'T HE ASK YOU WHAT HASSEY HAD SAID ? A. YES, HE ASKED ME WHAT HASSEY HAD SAID.
- Q. DIDN'T YOU TELL HIM THAT HASSEY OR THE YOUNG MAN IN HASSEY'S OFFICE SAID THAT EVERYTHING WAS ALLRIGHT ? A. YES, I TOLD BISSINGER THAT THE YOUNG MAN IN HASSEY'S OFFICE HAD SAID THAT THE MORTGAGE WAS ALLRIGHT.
- Q. STATE AGAIN WHAT YOU SAID TO BISSINGER, WHEN BISSINGER ASKED YOU, WHAT HASSEY HAD SAID ? A. I SAID TO BISSINGER, THE YOUNG MAN IN HASSEY'S OFFICE SAID TO ME, THAT AS FAR AS HE KNEW, THE MORTGAGE WAS GOOD AT THE TIME HASSEY MADE IT.
- Q. IS THAT ALL ? A. THAT IS ALL I SAID TO BISSINGER.
- Q. AND WHAT DID FLEIG SAY THEREUPON ? A. FLEIG SAID THEN; NOW, YOU HAVE SEEN THAT THE MORTGAGE IS GOOD.
- Q. AND WHAT DID YOU SAY THEREUPON ? A. I DIDN'T SAY ANYTHING THEN.
- Q. HAS ANYBODY ELSE SAID ANYTHING ? A. NO.
- Q. HAVE YOU SAID EVERYTHING WHAT TOOK PLACE, AFTER YOU CAME BACK TO BISSINGER'S OFFICE FROM HASSEY'S OFFICE ? A. YES, I HAVE SAID EVERYTHING, THAT TOOK PLACE IN BISSINGER'S OFFICE, AFTER I CAME BACK FROM HASSEY'S OFFICE

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Q. BISSINGER ASKED YOU WHAT HASSEY SAID TO YOU, AND YOU ANSWERED WHAT THE YOUNG MAN HAD SAID TO YOU, AND THEREUPON FLEIG SAID, NOW, YOU KNOW THAT THE MORTGAGE IS GOOD? A. YES, AND BISSINGER SAID THE SAME THING: NOW YOU SEE THAT THE MORTGAGE IS GOOD.

Q. HOW MUCH MONEY DID YOU PAY? A. I GAVE HIM \$1453. THE SAME DAY.

Q. TO WHOM DID YOU GIVE THE MONEY? A. TO BISSINGER.

Q. WAS ANYBODY PRESENT BESIDES HIM? A. LANZ AND FLEIG.

Q. ANYBODY ELSE? A. TWO OTHER PERSONS WHICH WERE UNKNOWN TO ME.

Q. WASN'T A WOMAN THERE? A. YES, THERE WAS ALSO A WOMAN.

Q. WASN'T THE MONEY PAID INTO THE HANDS OF THE WOMAN? A. NOT AT THE TIME I WAS THERE.

Q. WAS THE MONEY PAID AT ANY TIME AFTERWARDS TO THAT WOMAN? A. THAT I CANNOT SAY.

Q. WASN'T THAT WOMAN INTRODUCED TO YOU BY FLEIG? A. NO, FLEIG HAS NOT INTRODUCED THE WOMAN TO ME.

Q. WHO INTRODUCED HER TO YOU? A. NOBODY.

Q. (BY JUDGE FLAMMER) HOW MUCH MONEY DID YOU DRAW FROM THE BANK? A. I DREW \$1453.

Q. WHO TOLD YOU TO DRAW \$1453.? A. BISSINGER TOLD ME THAT HE WOULD ALLOW A REBATE OF THIRTY FIVE DOLLARS, AND I BROUGHT HIM TWELVE DOLLARS THE NEXT DAY.

Q. (BY MR. WEHLE) HAVE YOU THE BANK BOOK STILL? A. NO, THAT IS IN THE BANK.

Q. WHICH BANK? A. THE OLD BOWERY BANK.

Q. HAVE YOU LEFT IT THERE AT THAT TIME? A. NO, LATER.

Q. HAVE YOU STILL AN ACCOUNT IN THE BOWERY BANK? A. NO, NOT NOW.

Q. WHEN DID YOU CLOSE THAT ACCOUNT IN THE BOWERY BANK? A. A YEAR AFTERWARDS, ABOUT JANUARY 1881.

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Q. ARE YOU QUITE SURE THAT IT WAS \$1453. A. YES I DREW ONLY \$1100.

Q. HOW MUCH HAD YOU AT HOME ? A. I HAD OVER \$300. NEAR \$400.

Q. HOW WAS IT THAT YOU HAD SO MUCH MONEY AT HOME ? A. I GOT IT FROM STIEN

Q. STIENES AND YOU WERE IN PARTNERSHIP ? A. YES.

Q. YOU HAD *that* THAT MONEY AT HOME WHICH STIENES GAVE YOU ? A. YES.

Q. WHEN DID HE GIVE YOU THE MONEY ? A. ABOUT NEW YEAR, ABOUT \$400.

Q. WHEN DID BISSINGER TELL YOU HE WOULD GIVE A REBATE OF THIRTY FIVE DOLLARS ? A. WHEN I GAVE HIM THE MONEY.

Q. (BY JUDGE FLAMMER) AFTER OR BEFORE YOU GAVE HIM THE MONEY ? A. AFTER I HAD DRAWN THE MONEY HE TOLD ME THAT HE WOULD GIVE A REBATE OF \$35. FOR THE INTEREST.

Q. (BY MR. WEHLE) WHAT WAS DONE AFTER THE MONEY WAS PAID? A. ~~XXXXX~~ I WENT HOME. THEN

Q. DID YOU TAKE THE MORTGAGE ALONG ? A. THE MORTGAGE HE KEPT. HE SAID HE WOULD HAVE IT RECORDED. THE BOND HE GAVE ME. ~~XXXXXANXXASIXXXXTXKXXKXXKXX~~

Q. DIDN'T YOU GET AN ASSIGNMENT OF THE MORTGAGE ? A. HE SAID, HE WOULD HAVE IT ~~XXXXXXKXXKXX~~ TRANSFERRED OVER TO MY NAME AND HAVE IT RECORDED.

Q. THAT WAS ALL ON THE 8TH. OF JANUARY ? A. YES, ALL.

Q. AND WHEN DID YOU GO BACK AND PAY THE \$12. ? A. I PAID THEM ON THE NEXT SATURDAY, ON THE 10TH. OF JANUARY.

Q. DID FLEIG GO WITH YOU HOME ? A. NO, NEITHER FLEIG OR LANZ.

Q. WHEN DID YOU SEE FLEIG AGAIN ? A. WHEN I CAME BACK TO BISSINGER, ~~TWO~~ OR THREE DAYS AFTERWARDS.

Q. DID YOU *have* ^{*talk*} ANYTHING ~~TWO~~ OR THREE DAYS AFTERWARDS ? A. NO I HAVE NOT ALWAYS SAID ANYTHING TO FLEIG AFTERWARDS; I ~~XXKX~~ LOOKED TO BISSINGER.

Q. DID YOU AT ANY TIME SAY TO FLEIG THAT YOU DON'T WANT TO HAVE THAT MORTGAGE ? A. YES, I HAVE SAID IT TO FLEIG IN BISSINGER'S OFFICE.

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12.

I SAID TO FLEIS, WHEN BISSINGER WAS BY, THEY SHOULD SELL MY MORTGAGE AGAIN. I WANTED MY MONEY BACK.

Q. WHEN WAS THAT? A. THAT I CAN'T SAY EXACTLY.

Q. HOW MANY DAYS OR WEEKS? A. THE SECOND OR THIRD DAY AFTER THE 6TH OF JANUARY.

Q. WHY HAD YOU PAID THE TWELVE DOLLARS AFTERWARDS? A. I PAID IT BE-
CAUSE WHEN I CAME, HE SAID THE MORTGAGE WAS GOOD; I NEED HAVE NO FEAR.

Q. WHY DID YOU SAY TWO OR THREE DAYS AFTERWARDS THAT YOU WOULD HAVE YOUR
MONEY BACK? A. ON THE 7TH. OF JANUARY I WENT TO LAWYER SHADDEY AND
TOLD HIM THE AFFAIR.

Q. HOW SOON AFTER JANUARY DID YOU SEE FLEIS AGAIN? A. I CAN'T SAY. I
HAVE MET HIM IN BISSINGER'S OFFICE EVERY TWO DAYS.

Q. WILL YOU GO EVERY TWO DAYS TO BISSINGER? A. EVERY TWO OR THREE DAYS
AFTER THE 10TH. OF JANUARY I WENT TO BISSINGER'S OFFICE AGAIN, AND THERE I
MET FLEIS.

Q. HAVE YOU MET FLEIS ALONE OR BISSINGER ALONE? A. SOMETIMES I MET
BISSINGER ALONE, BUT FLEIS WAS NEVER ALONE.

Q. AFTER YOU MET THERE SO FREQUENTLY, WHAT WAS THE RESULT? DID ANY RE-
SULT ⁸ISSUE? A. IT WAS AFTER THE 10TH. OF JANUARY IT WAS IN THE MONTH
OF JANUARY.

Q. WHEN IN JANUARY? A. IT WAS IN THE BEGINNING OF JANUARY, AFTER THE
10TH. OF JANUARY.

Q. HOW LONG AFTER THE 10TH? A. ABOUT TWO WEEKS AFTER THE 10TH.

Q. WHO WAS PRESENT THERE? A. BISSINGER. FLEIS WAS NOT ALWAYS THERE.

Q. WHO WAS PRESENT ON THE 6TH. OF FEBRUARY? A. FLEIS AND BISSINGER CALLED
ON ME AT MY SHOP.

Q. WHAT DID FLEIS SAY? A. FLEIS SAID THAT BISSINGER WANTED TO BUY
FOR THE MORTGAGE GOLD AND SILVER BONDS FOR ME.

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- Q. AND WHAT DID BISSINGER SAY ? A. AND BISSINGER SAID THE SAME.
- Q. AND WHAT DID YOU SAY ? A. I SAID IF IT IS GOOD I TAKE IT.
- Q. THAT WAS ON THE 5TH. OF FEBRUARY; ~~IT~~ ^{WHAT} WAS DONE THEN ? A. BISSINGER THEN SAID, THAT IF I DIDN'T WANT TO TAKE THE BONDS I WOULD LOOSE MY ENTIRE MONEY, BECAUSE THE MORTGAGE WAS WORTHLESS; HE WOULDN'T SELL IT.
- Q. WAS THAT ALL IN YOUR SHOP ? A. THAT WAS IN BISSINGER'S OFFICE.
- Q. DID YOU GO FROM THE SHOP TO THE OFFICE ? A. YES.
- Q. THAT WAS ALL ON THE 5TH. OF FEBRUARY ? A. YES.
- Q. WHAT HAVE YOU SAID THEREUPON ? A. I SAID I TAKE IT IF IT IS GOOD
- Q. WHAT WAS SAID BESIDES IN BISSINGER'S OFFICE ? A. BISSINGER SAID THAT HE HAD INVESTED HIS ENTIRE CAPITAL IN THAT GOLD AND SILVER BONDS. HE SAID THE MONEY WAS WELL INVESTED; THE BANKS WERE ALL ⁱⁿ BRACKING ANYHOW.
- Q. ANYTHING ELSE ? A. HE TOLD ME I SHOULD COME TO HIS HOUSE; HE WOULD *Show* ME SOME OF THE BONDS. I DIDN'T GO TO HIS HOUSE.
- Q. WHAT DID *you* DO AFTER THE 5TH. OF FEBRUARY ? A. THEN I WENT TO THE BANK, AND FETCHED THE MONEY. FLEIG WENT WITH ME TO THE BANK, AND BISSINGER WENT TO HIS OFFICE DOWN TOWN. HE SAID, HE HAD AN OFFICE CORNER CHATHAM AND WORTH STREETS.
- Q. WHAT ELSE, AFTER YOU GOT THE MONEY ? A. THEN I AND FLEIG WENT TO THE OFFICE, CORNER CHATHAM AND WORTH STREETS. THERE I GAVE HIM THE MONEY.
- Q. TO WHOM DID YOU GIVE THE MONEY ? A. TO BISSINGER.
- Q. WAS BISSINGER THERE IN THE OFFICE ? A. HE WAS THERE.
- Q. DIDN'T YOU SAY A MOMENT AGO THAT FLEIG AND BISSINGER WENT WITH YOU TO THE OFFICE ? A. WE ~~KNEW~~ ^{WROTE}, THE THREE OF US, TO THE OFFICE CORNER WORTH STREET AND CHATHAM.
- Q. YOU HAVE MADE DURING THE LAST MINUTE TWO STATEMENTS WHICH ARE ^{to} ~~DIAMETRI-~~ ^{ICALLY} OPPOSED, EACH OTHER, WHICH CANNOT BE TRUE, AND I WANT TO KNOW WHICH IS TRUE. YOU SAID THAT BISSINGER WENT TO HIS OFFICE, CORNER WORTH AND CHATHAM

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AND THAT YOU WENT TO THE BANK, AND THAT YOU MET HIM IN THE OFFICE; AND NOW YOU SAY THAT THE THREE OF YOU WENT DOWN TO THE OFFICE TOGETHER? A. I WENT TO THE EAST RIVER BANK IN CHATHAM STREET; THE THREE OF US WENT IN ONE CAR FLEIG AND I WENT DOWN TO CHAMBER STREET, WHILE BISSINGER GOT OUT AT CHATHAM SQUARE AND WENT TO HIS OFFICE.

Q. IS THAT SO, BISSINGER WAS IN THE OFFICE WHEN YOU PAID THAT MONEY?

A. YES I PAID THE MONEY IN TO BISSINGER'S HANDS. HE SAID HE BELONGED TO SAID COMPANY. I PAID HIM EIGHT HUNDRED DOLLARS.

Q. NOW HAVE YOU STATED ALL THAT OCCURED IN THAT OFFICE? A. YES I HAVE SAID EVERYTHING.

Q. YOU HAVE SAID, ON THE 5TH. OF FEBRUARY FLEIG AND BISSINGER CAME TO YOUR SHOP, AND THEN YOU WENT WITH BOTH TO THE CAR ON THE SAME DAY, YOU FLEIGHED THE MONEY AND THEN WENT AND PAID THE MONEY TO BISSINGER IN THE OFFICE OF THE COMPANY? A. YES.

Q. ON THE 5TH. OF FEBRUARY BISSINGER AND FLEIG HAVE TOLD YOU OF THAT STOCK

A. THEY SPOKE OF THAT STOCK BEFORE.

Q. HOW MANY DAYS BEFORE THE 5TH. OF FEBRUARY? A. ABOUT THREE OR FOUR DAYS BEFORE THE 5TH. OF FEBRUARY.

Q. WHO HAS SPOKEN FIRST TO YOU? A. FLEIG CAME DOWN TO MY SHOP.

Q. THEN HE WAS ALONE? A. YES AND HE TOLD ME TO GO TO BISSINGER.

Q. DID YOU GO TO BISSINGER'S? A. YES.

Q. WHAT WAS SAID THERE? A. BISSINGER SAID, I WANT YOU TO BUY GOLD AND SILVER BONDS FOR YOUR MORTGAGE.

Q. WHAT DID YOU SAY THEN? A. I THEN SAID, I WANTED HIM TO SHOW ME ONE OF THEM, I WANTED TO SEE WHETHER THEY WERE GOOD.

Q. WHAT DID BISSINGER SAY THEN? A. HE SAID THAT HE HAD NONE IN THE OFFICE; HE HAD SOME HOME.

(BY JUDGE FLAMMER) HAS HE SHOWN YOU THE BONDS AFTERWARDS? A. NO.

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- Q. (BY MR. WEHLE) WHAT DID YOU SAY, AFTER HE SAID YOU SHOULD GO TO HIS HOUSE ? A. I SAID I HAVE NO TIME TO GO TO HIS HOUSE.
- Q. IS THAT ALL ? A. YES.
- Q. WHAT ELSE TOOK PLACE ON THAT DAY ? A. NOTHING ELSE TOOK PLACE UNTIL THEY BOTH CAME DOWN TO MY SHOP, THEN FOLLOWED WHAT I HAVE STATED.
- Q. HOW MANY DAYS AFTER WAS THAT ? A. ONE OR TWO DAYS AFTERWARDS.
- Q. DURING THESE TWO DAYS HAVE YOU DONE NOTHING TO INFORM YOURSELF ABOUT THOSE STOCKS ? A. DURING THESE TWO DAYS I DIDN'T DO ANYTHING TO GAIN INFORMATION ABOUT THESE STOCKS.
- Q. HAVE YOU NOT TALKED TO ANYBODY ABOUT THEM ? A. NO, I DIDN'T TO ANYBODY..
- Q. DIDN'T BISSINGER TELL YOU, YOU SHOULD GO AND INFORM YOURSELF ? A. NO FLEIG HAS NOT SAID ANYTHING.
- Q. I ASKED YOU WHETHER BISSINGER SAID ANYTHING ? A. NO, NOR BISSINGER.
- Q. DIDN'T HE GIVE YOU THE ADDRESS OF THE COMPANY AND TELL YOU TO INQUIRE THERE ? A. NO.
- Q. WERE YOU NOT BEFORE IN THE OFFICE OF THE COMPANY ? A. NO, NOT BEFORE I PAID THE MONEY.
- Q. HAVE YOU NOT BEFORE YOU PAID THE MONEY TALKED WITH A MAN BY THE NAME OF WASSERVOGEL ? A. NO, I NEVER SAW THAT MAN, BEFORE I PAID DOWN THE MONEY TO BISSINGER.
- Q. DIDN'T YOU KNOW MR. HEINEMANN, THE PRESIDENT OF THE COMPANY ? A. NO, I DIDN'T KNOW ANY OF THESE MEN. I NEVER WAS AT THAT OFFICE BEFORE I PAID THE MONEY.
- Q. HAVE YOU NOT TALKED ~~AND~~ TO STIENES ABOUT THEM ? A. NO, I HAVE NOT TALKED TO HIM ABOUT THEM.
- Q. DIDN'T STIENES ADVISE YOU, BEFORE YOU PAID THE MONEY, THAT YOU SHOULD

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INQUIRE OF A BROKER ABOUT THE STOCKS ?
THING TO STIENES, UNTIL I HAD THE STOCKS.

A. ~~YES~~ NO, I HAVE NOT SAID ANY-

Q. DIDN'T YOU GO TO THE OFFICE OF THE COMPANY, BEFORE YOU HAD DRAWN THE MONEY ?
A. NO, NEVER.

Q. ARE YOU SURE ABOUT WHAT YOU ARE SAYING NOW ?
A. YES, I AM SURE, AS SURE AS I AM SITTING HERE.

Q. ARE YOU SURE ALSO THAT YOU HAVE NOT SPOKE TO STIENES THAT THEY OFFERED TO GIVE YOU BONDS ?
A. NO, I HAVE NOT SAID ANYTHING TO STIENES, ONLY AFTER I HAD THE BONDS.

Q. DIDN'T YOU TELL STIENES THAT YOU WERE VERY SORRY THAT HE WAS NOT BY, WHEN THAT MORTGAGE WAS SOLD TO YOU, BECAUSE IF HE HAD BEEN THERE, YOU WOULD-
N'T HAVE LOST YOUR MONEY ?
A. YES, THAT I SAID TO STIENES, BEFORE I HAD THE STOCKS.

Q. DIDN'T YOU AFTERWARDS GO TO STIENES AND TELL HIM: THEY ARE NOW OFFERING GOLD STOCKS TO ME, AND I WANT YOU TO COME ALONG AND SEE THAT I AM NOT SWINDLED ?
A. I CANNOT NOW SAY THAT, IT IS POSSIBLE, I CANT REMEMBER.

Q. THEN YOUR PREVIOUS ASSERTION THAT YOU ARE QUITE SURE, THAT YOU HAD NOT SPOKEN TO STIENES ABOUT THAT TIME, BEFORE YOU BOUGHT THE STOCKS IS NOT RE-
LIABLE ?
A. IT IS POSSIBLE THAT I MAY HAVE SPOKEN TO STIENES, BUT I CANNOT RECOLLECT IT NOW.

Q. IS IT NOT ALSO POSSIBLE THAT YOU HAD SPOKEN TO HEINEMANN BEFORE YOU BOUGHT THE BONDS ?
A. NO.

Q. DON'T YOU RECOLLECT THAT STIENES TOLD YOU NOT TO PAY THE MONEY, BEFORE YOU WERE SURE THAT THE BONDS WERE GOOD ?
A. I DO NOT RECOLLECT THAT NOW I RECOLLECT THAT STIENES SAID THIS AFTERWARDS, BUT THEY DIDN'T SHOW ME THE PAPER. WASSERVOGEL SAID THAT HE COULD NOT GIVE SUCH A BIG PIECE OF MONEY OUT OF HIS HANDS.

Q. WHEN DID WASSERVOGEL SAY THAT ?
A. ON THE SAME DAY, BEFORE I PAID

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THE MONEY TO BISSINGER. I SAID TO WASSERVOGEL: LET ME HAVE ONE OF THESE, I WANT TO SHOW IT AT THE BANK OR AN OFFICE, AND WASSERVOGEL THEN REPLIED, I CAN'T LET SUCH A BIG PIECE OF MONEY GO OUT OF MY HANDS.

Q. THEN BEFORE YOU PAID THE MONEY TO BISSINGER, YOU HAD SPOKEN TO WASSERVOGEL? A. NO, I SPOKE NOTHING ELSE BUT THIS.

Q. ARE YOU SURE THAT THIS WAS ON THE SAME DAY? A. YES, I AM SURE IT WAS ON THE SAME DAY.

Q. WAS IT NOT BEFORE YOU GOT THE MONEY FROM THE BANK? A. NO, I WAS ONLY THERE ON THAT DAY, AND ON THE FOLLOWING DAY.

Q. WHAT DID WASSERVOGEL FURTHER SAY? A. WASSERVOGEL SAID THEY WERE GOOD, THEY WERE GOLD AND SILVER BONDS.

Q. DIDN'T HE ALSO SAY HOW MUCH THEY WERE WORTH? A. NO, HE DIDN'T SAY THIS.

Q. HAVE YOU NOT ASKED WASSERVOGEL HOW MUCH THEY WERE WORTH? A. HE SAID THEY WERE WORTH AS MUCH AS THE MONEY, \$800.

Q. DIDN'T YOU ASK WASSERVOGEL, WHETHER HE WAS WILLING TO TAKE THAT MORTGAGE AND \$800. FOR THOSE STOCKS? A. NO.

Q. WHAT DID YOU ASK HIM THEN? A. I MERELY ASKED HIM WHETHER THE BONDS WERE GOOD.

Q. HAVE YOU ASKED ANYBODY IN THE OFFICE, WHETHER HE WOULD TAKE THIS MORTGAGE? A. NO, BISSINGER SAID THAT THE COMPANY WOULD TAKE IT. IT WOULDN'T COST THE COMPANY AS MUCH TO FORECLOSE AS IT WOULD TO DANZEISEN.

Q. WHEN HAS BISSINGER SAID THIS TO YOU? A. THIS HE SAID TO ME ON THE day THAT HE OFFERED THE BONDS TO ME, THAT THE COMPANY WOULD TAKE THE MORTGAGE.

Q. HAVE YOU SPOKEN TO ANYBODY ELSE, EXCEPT BISSINGER? A. I HAVE ONLY SPOKEN TO BISSINGER ABOUT THE COMPANY ACCEPTING THE MORTGAGE.

Q. HOW DID YOU COME TO DRAW THE \$800. DOLLARS? A. BISSINGER SAID THAT THEY WOULD ONLY ISSUE TWENTY FIVE HUNDRED DOLLARS WORTH OF BONDS, NOLESS.

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- 18
- Q. HOW WAS THE AMOUNT FIXED AT \$2500. ? BISSINGER HAD LOANED OF ME, TWO HUNDRED DOLLARS FOR WHICH I HELD A NOTE FOR 60 DAYS, AND I PAID THE \$2500. WITH TWO HUNDRED DOLLARS IN THAT NOTE, \$800, CASH AND THE MORTGAGE.
- Q. DIDN'T YOU GO TO WASSERVOGEL, AND ASK HIM, WHETHER HE WOULD TAKE SAID NOTE AND MORTGAGE ? A. NO, I GAVE THE NOTE AND MORTGAGE TO WASSERVOGEL, BUT THE MONEY I GAVE TO BISSINGER.
- Q. WHO GAVE YOU THE STOCKS ? A. THEY WERE GIVEN TO ME BY WASSERVOGEL, HE GOT THEM OUT OF A THICK BOOK.
- Q. HAS WASSERVOGEL NOT SAID TO YOU, THAT HE SOLD YOU THE STOCK ? A. NO, HE DID NOT SAY SO.
- Q. HAS NOT WASSERVOGEL SAID TO YOU THAT HE WOULD TAKE THE NOTE AND MORTGAGE ? A. NO, HE DID NOT SAY SO.
- Q. HAVEN'T YOU SUBSCRIBED A PAPER, WHEREBY YOU TRANSFERRED THE MORTGAGE. ? A. YES. BISSINGER ASKED ME TO SIGN A PAPER IN ORDER THAT THE MORTGAGE WOULD BE TRANSFERRED TO THE COMPANY.
- Q. WITH OTHER WORDS, BISSINGER TOLD YOU THAT YOU ARE BUYING THESE STOCKS FROM THE COMPANY, YOU HAVE TO PAY TO THE COMPANY \$800. CASH AND THE NOTE AND MORTGAGE FOR IT, AND THEN YOU GOT FROM WASSERVOGEL THESE STOCKS ? A. YES, THAT'S RIGHT.
- Q. DID YOU GIVE THIS NOTE AT ONCE TO WASSERVOGEL, OR DID YOU BRING IT AFTERWARDS ? A. NO, I BROUGHT THE NOTE TWO OR THREE DAYS LATER DOWN, AND GAVE IT TO WASSERVOGEL. BISSINGER WAS NOT PRESENT.
- Q. AND HOW WAS IT WITH THE MORTGAGE, WHEN DID YOU GIVE IT TO WASSERVOGEL ? A. THE SAME DAY, WHEN I GAVE HIM THE MONEY, I GAVE HIM THE MORTGAGE. THE BOND AND MORTGAGE I DELIVERED ON THE SAME DAY, AND THE NOTE A FEW DAYS AFTERWARDS. I RECEIVED THE MORTGAGE AFTERWARDS FROM MR. BISSINGER. BISSINGER SAID TO ME THAT THE MORTGAGE WAS RECORDED, AND HE GAVE IT TO ME.
- Q. THAT NOTE WAS NOT PAID AFTERWARDS, IT WAS PROTESTED ? A. I CAN'T SAY.

0006

I WAS SUED AFTERWARDS, BUT I DONT KNOW FOR WHAT?

Q. DIDN'T YOU GO TO BISSINGER AND TELL HIM THAT HE SHOULD NOT PAY THE NOTE; YOU WOULD SUE THE COMPANY ? A. NO, I NEVER WENT TO BISSINGER AFTERWARDS.

Q. ARE YOU QUITE SURE ? A. YES, I AM QUITE SURE. I GAVE IT TO MY LAWYER WAHNER.

Q. IN WHICH MONTH OF THE YEAR DID YOU GO TO LAWYER WAHNER ? A. AT THE END OF FEBRUARY.

Q. WERE YOU NOT SUED IN THE MONTH OF MARCH 1880 ? A. NO, I WAS NOT SUED IN DECEMBER 1880.

Q. THEN YOU WERE SUED ON THE NOTE?

Sum before me this day
of 1882
Money for Robt. W. Ziegler
Police Justice
ADJOURNED TO WEDNESDAY NEXT AT TWO O'CLOCK IN THE AFTERNOON.

0007

THIRD DISTRICT POLICE COURT.

THE PEOPLE EX REL. GEORGE
J. DANZEISEN.

AGAINST
JACOB BISSINGER

*Wednesday,
July 19th, 1882.*

CHARLES A. FLAMMER FOR THE COMPLAINANT.

HENRY WEHLE FOR THE DEFENDANT.

CONTINUATION OF THE COMPLAINANT'S CROSS-EXAMINATION.

BY MR. WEHLE:

Q. WHEN WERE YOU SUED ON THIS PROMISSORY NOTE OF \$2000.? A. IN DE-
CEMBER, 1880.

Q. ARE YOU QUITE SURE OF THIS? A. YES SIR.

Q. CAN'T YOU REMEMBER THAT IN MARCH YOU WENT TO BISSINGER AND TOLD HIM
THAT YOU WERE SUED ON THE \$2000. NOTE? A. NO, IN MARCH I WAS NOT SUED.

Q. HAVE YOU PAID THE JUDGMENT? A. NO, I HAVE NOT PAID ANYTHING.

Q. HAVE YOU DEFENDED THE \$2000. ACTION? A. I HAVE RECEIVED A SUMMONS
AND THEN I GAVE IT TO THE LAWYER.

Q. DO YOU KNOW WHETHER YOU HAVE DEFENDED THE ACTION? A. NO, I DID NOT
DEFEND THE ACTION.

Q. AND YOU ARE QUITE SURE THAT IT WAS IN DECEMBER, 1880, AND NOT IN THE
SPRING? A. YES, IT WAS IN DECEMBER, NOT IN THE SPRING.

Q. WHEN YOU TRANSFERRED THE MORTGAGE TO THE COMPANY, DO YOU REMEMBER THAT
YOU SIGNED A DOCUMENT? A. YES, I HAVE SUBSCRIBED SOMETHING.

Q. AFTER YOU HAD SIGNED THE DOCUMENT, DID WASSERVOGEL OR HEINE MANN REQUEST
YOU TO SIGN ANOTHER INSTRUMENT? A. NO.

Q. WAS ANYBODY REQUESTED YOU TO MAKE AN AFFIDAVIT THAT THE MORTGAGE WAS

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GOOD ? A. I CAN'T SAY.

Q. HAVE YOU NOT MADE AN AFFIDAVIT THAT THE MORTGAGE WAS GOOD ? A. I CAN
not
REMEMBER NOW.

Q. WHAT IS YOUR BEST RECOLLECTION ? YOU REMEMBER THAT WASSERVOGEL DEMANDED FROM YOU TO BE SECURED FOR THE MORTGAGE ? A. NO HE DID NOT DEMAND ANYTHING FROM ME.

Q. HAVE YOU SEEN WASSERVOGEL AT ANYTIME AFTER HAVING PAID THE MONEY AT THE OFFICE OF THE COMPANY ? A. AFTER THAT I NEVER SAW HIM AGAIN.

Q. AND YOU HAVE NOT SIGNED AN AFFIDAVIT ? A. I CAN'T RECOLLECT, WHETHER I HAVE SIGNED AN AFFIDAVIT OR NOT.

Q. HAVE YOU RECEIVED A LETTER FROM WASSERVOGEL, WHEREIN HE TOLD YOU THAT HE HAD ASCERTAINED THAT THE MORTGAGE WAS NOT WORTH ANYTHING ? A. NO.

Q. HAS HE NOT TOLD YOU THAT ? A. NO.

Q. DIDN'T YOU EVER GO TO BISSINGER AND TELL HIM WHAT WASSERVOGEL DEMANDED. A. NO.

Q. HAVE YOU NEVER GIVEN A LETTER TO BISSINGER, WHICH YOU RECEIVED FROM WASSERVOGEL, IN RESPECT TO THE MORTGAGE AND TOLD BISSINGER THAT YOU RECEIVED THE LETTER FROM WASSERVOGEL ? A. OUT OF MY OWN VOLITION I WAS NOT THERE.

Q. WHAT DO YOU MEAN BY THAT ? A. I MEAN BY THAT, THAT I CANNOT REMEMBER

Q. WHEN HAVE YOU FIRST SUED BISSINGER ? A. IN THE END OF FEBRUARY OR MARCH I WENT TO WAHNER [X] AND HE BROUGHT SUIT AT ONCE AGAINST BISSINGER ? A. YES.

Q. DO YOU KNOW WHETHER IT WAS A CRIMINAL OR CIVIL ACTION ? A. I CAN'T SAY WHAT KIND OF ACTION IT WAS.

Q. DO YOU KNOW IN WHICH COURT IT WAS BROUGHT ? A. NO, I HAD NEVER GO TO COURT IN THAT CASE.

Q. DO YOU KNOW WHETHER BISSINGER WAS ARRESTED IN THAT ACTION WHICH WAHNER INSTITUTED ? A. I DON'T KNOW, WHETHER BISSINGER WAS ARRESTED OR NOT I

0809

THAT CASE.

Q. HAVE YOU NOT DEMANDED AN ORDER OF ARREST AGAINST BISSINGER IN THAT CASE

A. YES.

Q. IN THE FIRST CASE IN FEBRUARY OR MARCH 1880 ? A. YES.

Q. DO YOU KNOW WHETHER BISSINGER WAS ARRESTED OR NOT ? A. I DO NOT
KNOW, WHETHER HE WAS ARRESTED IN THAT SUIT; HE WAS ARRESTED, BUT I DO NOT
KNOW, WHETHER IN THAT SUIT.

Q. WERE YOU NOT AT BISSINGER IN JAIL ? A. YES, I SAW HIM THERE TWICE.

Q. WHEN YOU WERE THERE, DIDN'T YOU KNOW THAT BISSINGER WAS IN PRISON BE-
CAUSE HE COULD NOT GIVE BAIL IN THAT ACTION OF YOURS ? A. NO, I DON'T KNOW.

Q. HAS NOT BISSINGER TOLD YOU SO ? A. NO, BISSINGER HAS NOT TOLD ME.

Q. HAVE YOU SPOKEN WITH HIM, WHILE HE WAS IN JAIL, AND UNDER WHAT CHARGE ?

A. YES, HE SAID THAT I HAVE CAUSED HIS ARREST AND I SHOULD NOT HAVE DONE THIS.

Q. THAT HE TOLD YOU, AND YOU DIDN'T KNOW THAT HE WAS ARRESTED IN YOUR
ACTION ? A. YES, I KNOW THAT WAEHNER HAD BISSINGER ARRESTED IN THAT
SUIT.

Q. DIDN'T YOU KNOW THAT AT THE TIME BISSINGER WAS IN LUDLOW STREET JAIL,
THAT HE WAS THEREUNDER AN ORDER OF ARREST ISSUED IN YOUR SUIT ? A. YES,
I DID.

Q. HAVE YOU TALKED WITH HIM IN RESPECT TO HIS DISCHARGE FROM JAIL ?

A. NO.

Q. HAVE YOU TOLD BISSINGER AT THAT TIME, THAT YOU DID NOT WANT TO HAVE
HIM ARRESTED; IT WAS NOT YOUR INTENTION TO HAVE HIM ARRESTED ? A. YES, I
SAID, THAT IF HE HAD PAID ME.

Q. HAVE YOU TOLD HIM THAT ? A. YES.

Q. WHAT HAVE YOU SAID ? A. I TOLD HIM IT IS YOUR OWN FAULT; ENXX HAD

0810

...
/ - would
YOU PAID ME, YOU, NOT HAVE BEEN LOOKED UP .

Q. HAVE YOU TOLD HIM THAT YOU HAD NOT KNOWN, THAT YOU HAD OBTAINED AN ORDER OF ARREST AGAINST BISSINGER, OR THAT YOU HAD SUBSCRIBED THE PAPERS FOR AN ORDER OF ARREST ? A. I DON'T KNOW ANYTHING OF THAT.

Q. DO YOU MEAN TO SAY BY THAT, THAT YOU CAN'T RECOLLECT, WHETHER YOU SAID SO OR NOT ? A. YES, I MEAN THAT I CAN'T RECOLLECT.

Q. WERE YOU AFTERWARDS AT BISSINGER'S ALONE OR WITH SOMEBODY ELSE ? A. YES MR. WAS WITH ME.

Q. WAS ANYBODY ELSE THERE, MR. BISSINGER'S BROTHER ? A. I DON'T KNOW BISSINGER'S BROTHER. HE TOLD ME THAT IT WAS HIS BROTHER.

Q. WASN'T THE KEEPER OF THE PRISON THERE ? A. THAT I CAN'T SAY.

Q. HAS ANYBODY REQUESTED YOU TO BRING THE SUIT AGAINST BISSINGER; DID ANYBODY COME TO YOUR HOUSE AND ASK YOU TO SUE BISSINGER ? A. NO.

Q. ARE YOU QUITE SURE ? A. YES.

Q. DO YOU KNOW MRS. ^{Indres} ~~ANDRES~~ ? A. YES, I KNOW MRS. ^{Indres} ~~ANDRES~~.

Q. HOW LONG DO YOU KNOW HER ? A. SINCE 1880.

Q. THAT WAS AFTER YOU HAD GOT THE BONDS ? A. YES.

Q. AND THEN THE WOMAN CAME TO YOU AND SPOKE TO YOU ABOUT BISSINGER ? A. YES.

Q. HAS NOT THE WOMAN TOLD YOU TO HAVE BISSINGER ARRESTED ? A. YES, SHE SAID THIS.

Q. AND AFTER THE WOMAN TOLD YOU ^{to} HAVE BISSINGER ARRESTED, YOU COMMENCED THE ACTION ? A. WAEMNER HAD COMMENCED THE ACTION BEFORE. WHEN THE WOMAN CAME TO ME, BISSINGER ALREADY WAS IN JAIL.

Q. ARE YOU QUITE SURE OF THAT ? A. YES, I AM QUITE SURE.

Q. WHEN CAME THAT WOMAN FIRST TO YOU ? A. WHEN BISSINGER HAD BEEN ARRESTED.

Q. ABOUT WHAT MONTH ? A. IN APRIL OR MAY 1880.

0811

Q. HOW LONG DID THAT WOMAN COME TO YOU ? A. SINCE THAT TIME SHE CAME TO ME.

Q. DOES SHE OFTEN COME TO YOU ? A. SHE HAS NOT BEEN THERE DURING THE LAST SIX MONTHS.

Q. WHERE HAVE YOU SEEN THE WOMAN LAST ? A. IN HER HOUSE.

Q. WHY DID YOU GO THERE ? A. I HAVE ASKED HER ADVICE.

Q. IS THAT TRUE, THAT YOU HAVE NOT SEEN THAT WOMAN SINCE SHE WAS IN YOUR HOUSE ? A. YES.

Q. HAVE YOU NOT SEEN HER IN THE ESSEX MARKET COURT ? A. YES.

Q. THIS WAS IN LESS THAN HALF A YEAR; THAT WAS ABOUT THREE OR FOUR WEEKS AGO ? A. YES.

Q. WHY DID YOU SAY THAT YOU HAVE NOT SEEN THAT WOMAN DURING THE LAST SIX MONTHS ? A. IN MY HOUSE; IN HER HOUSE I HAVE SEEN HER SEVERAL TIMES.

Q. WHAT DID YOU TALK WITH THE WOMAN IN ESSEX MARKET COURT; WHAT DID SHE TELL YOU ? A. SHE HAS NOT TOLD ME ANYTHING ABOUT THIS AFFAIR.

Q. HAS THAT WOMAN NEVER TOLD YOU, WHAT YOU ^{should} SAY IN COURT ? A. NO, SHE HAS NOT SAID ANYTHING.

Q. WHAT HAS SHE TOLD YOU TO TELL IN ESSEX MARKET ? A. SHE HAS ^{said} NOT TO TELL ME ANYTHING.

Q. WHAT DID YOU SPEAK WITH HER IN ESSEX MARKET COURT ? A. NOTHING.

Q. SINCE YOU SAW HER IN ESSEX MARKET, HAVEN'T YOU SEEN THAT WOMAN IN HER HOUSE ? A. NO, I HAVE NEVER SEEN HER SINCE.

Q. THE QUESTION IS, WHETHER YOU HAVE SEEN HER AT ALL, SINCE YOU SAW HER IN ESSEX MARKET ? A. I SAW HER WHEN I HUNTED UP THE WITNESSES. I DO NOT KNOW WHETHER THAT WAS BEFORE OR AFTER.

Q. HAVE YOU NOT TOLD BISSINGER, YOU WOULDN'T DO ANYTHING AGAINST HIM, AND WOULD NOT PROSECUTE THIS ACTION, IF IT WERE NOT THAT THIS WOMAN IS ALWAYS AFTER YOU ? A. NO, I HAVE NOT SAID THIS.

Sum. before me this day of July 1882. At 3 P. M.
Adjournd to Wednesday, July 26th 1882, at 3 P. M.
E. J. Sumner

08 12

District Police Court.

THE PEOPLE, &c.,
ON COMPLAINT OF

George J. Donzeison
vs.
Jacob Bissinger

Examination of Surety.

August Schafer
Jacob Bissinger

being duly sworn as to his sufficiency as bail for
in the above entitled proceedings, says in answer to the

following questions, as follows:

Question. What is your name?

Answer. August Schafer

Question. Where do you reside?

Answer. 67 2nd Avenue

Question. What is your business?

Answer. Wine dealer

Question. Do you own any Real Estate,—if so, where situated, and of what does it consist?

Answer. Yes

156 Eldridge Street
a house and lot of land

Question. When did you purchase, of whom, and what did you pay?

Answer. 1859. Gustav Lodder.

\$15500. or \$16000.

Question. Are there any mortgages upon the same—and if so, to what amount?

Answer. Yes.

Eight thousand dollars

Question. When are they due?

Answer. at any time

Question. Is the property in your own name alone?

Answer. Yes

Question. Is the Deed or Deeds on record?

Answer. Yes

Question. Are you surety for anyone else,—and if so, to what amount, and for what?

Answer. No

Question. Do you owe any money,—and if so, how much?

Answer. No

Question. Are there any judgments against you?

Answer. No

Question. Are there any proceedings in foreclosure now pending against you?

Answer. No

August Schafer.

Sworn to before me, this

day of December 1882

Wm. H. Smith, Police Justice.

0813

Know all Men by these Presents, That
I Bernhard Wasservogel of the City of New York

of the first part, in consideration of the sum of One Dollar
lawful money of the United States, to me in hand paid
by Herman Heinemann of the City of New York
of the second part, at or before the sealing and delivery of these presents,
the receipt whereof is hereby acknowledged, have granted, bargained, sold,
assigned, transferred and set over, and by these presents do grant, bargain,
sell, assign, transfer and set over, unto the said party of the second part,
a certain Indenture of Mortgage, bearing date the twentieth day
of July in the year one thousand eight hundred and seventy-
eight made by Valentine Schlager to Frederick
Stengel to secure payment of the sum of Fifteen hundred
Dollars and interest and recorded in the office of the Register of
the City & County of New York in Liber 1410 folio pages page 10 on
the 22nd day of July 1878 of which said Mortgage & the Bond
therein mentioned I am now the owner

Together with the bond or obligation therein described, and the money due
and to grow due thereon, with the interest. To have and to hold the same
unto the said party of the second part, his executors Administrators
and assigns forever

subject only to the proviso in the said Indenture of Mortgage mentioned:
And I do hereby make, constitute and appoint the said party of the
second part my true and lawful attorney, irrevocable, in my name or
otherwise, but at his proper costs and charges, to have, use and take, all
lawful ways and means for the recovery of the said money and interest:
and in case of payment to discharge the same as fully as I might or
could do if these presents were not made.

In Witness whereof, I have hereunto set my hand and seal
the twenty third day of March in the year one thousand
eight hundred and Eighty-

Sealed and delivered in the presence of

Otto Meyer

B. Wasservogel

08 14

State of or led by & } SS.
 County of Newport

On this 30th day of April in the year
~~one thousand eight hundred and~~ 1880 before me personally came
 appeared before me Bernhard Wasservogel

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

Jacob C Schoener
Mary Public
Thorp Leo
Cert filed in N.Y. County

Received the preceding on the request of
Herman Heinenmann May 3 1880 at
9 o'clock & 10 min AM

Federick W. Loew

Office of the Register of Deeds, &c. } SS.
 City and County of New York.

Recorded

I have compared the annexed copy with an Instrument
 in this office, on the 3 day of May
 A. D. 1880 at 9 o'clock 10 min AM in Liberty
1472 of Matr page 461
 and certify the same to be a correct Transcript therefrom, and of the
 whole of said Instrument.

In testimony whereof, I have hereunto subscribed my name and
 affixed my official seal, this 27 day of May 1880

Register of Deeds Register.

08 15

64 500000 27. 1872

B. Casserogel

TO

W. Heeneemann

Assignment of Mortgage.

Dated Mch 23 1880

08 16

Know all Men by these Presents, That
 I George Jacob Danzeisen of the City County
 and State of New York Party-

of the first part, in consideration of the sum of One Dollar
 lawful money of the United States, to me in hand paid
 by Bernhard Wasservogel of the same City party
 of the second part, at or before the executing and delivery of these presents,
 the receipt whereof is hereby acknowledged, have granted, bargained, sold,
 assigned, transferred and set over, and by these presents do grant, bargain,
 sell, assign, transfer and set over, unto the said party of the second part,
 a certain Indenture of Mortgage, bearing date the 20th day
 of July in the year one thousand eight hundred and Seventy-
 Eight made by Valentine Schaefer to Frederick Hengst to
 secure the payment of the sum of one thousand five hundred Dollars and recorded
 in the office of the Register of the City and County of New York in Liber 1470 of Mortgages page
 10 on the 25th day of July 1878 and duly assigned to me through Lewis
 Moore assignments and which assignment to me is dated the 1st day
 of January 1880 & made by August Conway and recorded in said
 Register's office on the 9th day of January 1880 in Liber 1478 of Mortgages
 page 58.
 Together with the bond or obligation therein described, and the money due
 and to grow due thereon, with the interest. To have and to hold the same
 unto the said party of the second part, his executors Administrators
 and assigns forever
 subject only to the proviso in the said Indenture of Mortgage mentioned:
 And I do hereby make, constitute and appoint the said party of the
 second part my true and lawful attorney, irrevocable, in my name or
 otherwise, but at his proper costs and charges, to have, use and take, all
 lawful ways and means for the recovery of the said money and interest:
 and in case of payment to discharge the same as fully as I might or
 could do if these presents were not made.

In Witness whereof, I have hereunto set my hand and seal
 the 5th day of February in the year one thousand
 eight hundred and Eighty-

Sealed and delivered in the presence of

Chas Sebrich

George Jacob Danzeisen Esq

08 17

Office of the Register of Deeds, &c. } ss.
City and County of New York.

Recorded

I have compared the annexed copy with an Instrument
in this office, on the 11th day of July
A. D. 1850 at 10 o'clock 30 min. A.M. in Book
1451 of Maps page 120
and certify the same to be a correct Transcript therefrom, and of the
whole of said Instrument.

In testimony whereof, I have hereunto subscribed my name and
affixed my official seal, this 27 day of May 1852

Hyndman J. Phelps Register.

08 18

State of New York }
or City and } SS.
County of New York

On this 5th day of February in the year
~~one thousand eight hundred and~~ AD 1880 before me personally came
George Jacob Larzsen

to me known, and ~~known to me~~ ^{person} to be the ~~individual~~ described in, and who
executed the foregoing instrument, and ~~who~~ acknowledged ~~to me~~
that he executed the same.

Jacob Bissinger
Notary Public
City & County of New York

Revised, procuring at request of Edgerton Blair
February 11, 1880 at 10 o'clock & 20 min a m

Frederick H. Loew
Register

08 19

Edw. May 19 1881

Guot Lunsden

TO

Temple House

Assignment of Mortgage.

Dated Feb 19 1881

0820

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

of the first part, in consideration of the sum of one dollar ^{lawful} money of the United States, to him in hand paid
 by August Le Haasey of the same place party
 of the second part, at or before the executing and delivery of these presents,
 the receipt whereof is hereby acknowledged, have granted, bargained, sold,
 assigned, transferred and set over, and by these presents do grant, bargain,
 sell, assign, transfer and set over, unto the said party of the second part,
 a certain Indenture of Mortgage, bearing date the 20th day
 of July in the year one thousand eight hundred and seventy-
 eight made by Valentine Schmeier to the said
 party of the first part to use secure the payment of the sum of one
 thousand and five hundred dollars and recorded in the office of the
 Register of the City and County of New York on the 22nd day of July
 1878 in Liber 1410 of Mortgages page 10

Together with the bond or obligation therein described, and the money due
 and to grow due thereon, with the interest. To have and to hold the same
 unto the said party of the second part, his Executors Administrators
 and assigns forever
 subject only to the proviso in the said Indenture of Mortgage mentioned:
 And I do hereby make, constitute and appoint the said party of the
 second part my true and lawful attorney, irrevocable, in my name or
 otherwise, but at his proper costs and charges, to have, use and take, all
 lawful ways and means for the recovery of the said money and interest:
 and in case of payment to discharge the same as fully as I might or
 could do if these presents were not made. And I do hereby certify that there is now
 due and unpaid on the said bond and mortgage the sum of fifteen hundred dollars and
 interest from the 20th day of January 1879 except the sum of twenty five dollars it being
 understood that I do not guarantee the payment or collection of any part of the same

In Witness whereof, I have hereunto set my hand and seal
 the 23rd day of December in the year one thousand
 eight hundred and seventy nine

Sealed and delivered in the presence of

George Schuster

Friedrich Stengel (Ls)

0822

State of New York and
County of New York }^{ss}

On this 23rd day of December AD 1879
before me personally came George Schuster subscribing
witness to the within instrument with whom I am
personally acquainted who being by me duly sworn
said that he resided in the City of New York that he
was acquainted with Friedrich Klingel and knew
him to be the person described in and who executed
the said instrument and that he saw him execute
and deliver the same and that he acknowledged to
him the said George Schuster that he executed and
delivered the same and that he the said George
Schuster thereupon subscribed his name as a witness
therein.

Maitz Heerscher

Notary Public

City County of New York

Recorded the preceding at request of A. H. Harney
December 23. 1879 at 3 o'clock 1412 3rd Ave PM

Federick W. Loomis

Register

0823

State of _____
_____ of _____ } ss.
County of _____

On the _____ day of _____ in the year
one thousand eight hundred and _____ before me personally came

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

0824

Ex C. May 17, 1882

Friedrich Stenzel

TO

Wright & Carney

Assignment of Mortgage.

Dated Dec 23^d 1879

0825

District Attorney's Office.

THE PEOPLE,

vs.

Jacob Bissinger
Send word to

Judge Hammer
254 Broadway
for the people #

0826

Know all Men by these Presents, That
 I August C Hassey of the City of New
 York do hereby-

of the first part, in consideration of the sum of One Dollar
 lawful money of the United States, to me in hand paid
 by George J Danzeisen of the same place
 of the second part, at and before the enrolling and delivery of these presents,
 the receipt whereof is hereby acknowledged, have granted, bargained, sold,
 assigned, transferred and set over, and by these presents do grant, bargain,
 sell, assign, transfer and set over, unto the said party of the second part,
 a certain Indenture of Mortgage, bearing date the twentieth day
 of July in the year one thousand eight hundred and Seventy-
 eight made by Valentine & Catherine Fredericks
 & charged to secure the payment of the sum of fifteen hundred
 dollars and interest and recorded in the office of the Register of the
 City and County of New York in Liber 1410 of Mortgages page 10 July
 22, 1878

Together with the bond or obligation therein described, and the money due
 and to grow due thereon, with the interest. To have and to hold the same
 unto the said party of the second part, his Executors Administrators
 and assigns for ever

subject only to the proviso in the said Indenture of Mortgage mentioned:
 And I do hereby make, constitute and appoint the said party of the
 second part my true and lawful attorney, irrevocable, in my name or
 otherwise, but at his proper costs and charges, to have, use and take, all
 lawful ways and means for the recovery of the said money and interest:
 and in case of payment to discharge the same as fully as I might or
 could do if these presents were not made. This assignment - however being
 made and excepted without recourse in any event - to the said
 party of the first part.

In Witness whereof, I have hereunto set my hand and seal
 the sixth day of January in the year one thousand
 eight hundred and Eighty

Sealed and delivered in the presence of

August C Hassey

August C Hassey Esq

0027

Office of the Register of Deeds, &c. } ss.
City and County of New York.

I have compared the annexed copy with an Instrument
in this office, on the 4 day of January
A. D. 1880 at 1 o'clock 25 min. P. M. in book
1478 of Map page 58
and certify the same to be a correct Transcript therefrom, and of the
whole of said Instrument.

In testimony whereof, I have hereunto subscribed my name and
affixed my official seal, this 27 day of May 1880

Reginald J. DeLoach Register.

0828

State of Calif. and } SS.
County of Newport

On this sixth day of January in the year
~~one thousand eight hundred and~~ 1880 before me personally came
August C. Kearney

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

August Kearney (138)
Mayor Public
City & Co. of Newport

Recorded for filing at request of Geo. J. Langbein
January 9th 1880 at 10 o'clock + 26 min PM

Federick W. Jones
(Clerk)

0029

1881 May 29, 1881

August C. Hensley

TO

George D. Hensley

Assignment of Mortgage.

Dated January 6 & 1880

0830

MORTGAGE ON LEASE.

W. Reid Gould, Law Blank Publisher and Stationer, 108 Nassau St., N. Y.

This Indenture,

Made the Twentieth dayof July in the year one thousand eight hundred and Seventy-Eight BETWEEN

Valentine Schlaefter of the City and County of New York of the 1st part
and Friedrich Stengel of the same place

of the second part: Whereas Benjamin R. Wintthrop's wife Judith Wintthrop
 did, by a certain Indenture of Lease, bearing date the First day of May in
 the year one thousand eight hundred and thirty four demise, lease, and to farm let
 unto David P. Hall
 and to his executors, administrators, and assigns, all and singular the premises hereinafter mentioned and described, together with
 their appurtenances: To have and to hold the same unto the said David P. Hall
 and to his executors, administrators and assigns, for and during and until the full end and term of Sixty years,
 from the First day of May 1834 and fully to be complete and ended, yielding and paying therefor
 unto the said Benjamin R. Wintthrop's wife Judith Wintthrop
 and to his or their or assigns, the yearly rent or sum of Five hundred and fifty

Dollars which said lease is duly recorded in the office of the Register of the
 City and County of New York in Liber 374 of Conveyances page 233 on the 9th day
 of May 1837 as effects covers and demise the lot of land described therein as
 lot number 433 four hundred and thirty five said lot being situated on the
 North side of Fourth Street of the City of New York and commencing one hundred
 and fifty feet easterly from Avenue B. and running thence Easterly twenty four feet
 and 7/10 of a foot by one half the block in depth the said lot being now known as sheet
 number 255 East Fourth Street and which portion of said lease affecting said lot was
 after various mesne assignments duly assigned to the said Valentine Schlaefter by
 the said Friedrich Stengel by assignment bearing even date herewith

And whereas, the said part 1 of the first part, is justly indebted to the said part 2, of the second part, in the sum
 of one thousand and five hundred dollars, lawful money of the United States of America,
 secured to be paid by his certain bond or obligation bearing even date with these presents, in the penal sum
 of three thousand dollars, lawful money as aforesaid,
 conditioned for the payment of the said first mentioned sum of one thousand and five hundred dollars
 on the 20th day of July one thousand eight hundred and eighty with interest
 at the rate of seven per cent - from this day payable half yearly

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

Now this Indenture Witnesseth, That the said part 1 of the first part, for the better securing the payment of the said sum of money
 mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also,
 for and in consideration of the sum of one dollar, to him in hand paid, by the said part 2 of the second part, at or before the enrolling
 and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set
 over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said part 2 of the second part his assigns

All that certain lease now properly known as and by the number
two hundred and fifty five East Fourth Street of the City of New York
further described in said lease recorded in the Register's Office of the
City and County of New York in Liber 374 of Conveyances page 233 on the
9th day of May 1837 and these presents are given to secure the payment
of a part of the consideration money of the said premises

0831

Office of the Register of Deeds, &c. } ss.
City and County of New York.

Recorded

I have compared the annexed copy with an Instrument
in this office, on the 22 day of July
A. D. 1878 at 1 o'clock 10 min. P. M. in Liber
1410 of Map page 20
and certify the same to be a correct Transcript therefrom, and of the
whole of said Instrument.

In testimony whereof, I have hereunto subscribed my name and
affixed my official seal, this 27 day of May 18.

Register J. J. J. J. J.

W. Reid Gould, Law Blank Publisher and Stationer, 168 Nassau Street, N. Y.

Notary Public
County of New York

0832

Together with all and singular the edifices, buildings, rights, members, privileges and appurtenances thereunto belonging, or in any wise appertaining; And also, all the estate, right, title, interest, term of years yet to come and unexpired, property, possession, claim and demand whatsoever, as well in law as in equity, of the said *part* of the first part, of, in, and to the said demised premises, and every part and parcel thereof, with the appurtenances; And also, the said Indenture of Lease, and every clause, article and condition therein expressed and contained; To have and to hold the said Indenture of Lease, and other hereby granted premises, unto the said *part* of the second part, *his heirs Executors* assigns to *his or* their only proper use, benefit and behoof, for and during all the rest, residue and remainder of the said term of years yet to come and unexpired;

subject, nevertheless, to the rents, covenants, conditions and provisions in the said Indenture of Lease mentioned. Provided always, and these presents are upon this express condition, that if the said *part* of the first part, shall well and truly pay unto the said *part* of the second part, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then and from thenceforth these presents and the estate hereby granted, shall cease, determine, and be utterly null and void, anything herein before contained to the contrary in any wise notwithstanding. And the said *part* of the first part, *do* hereby covenant, grant, promise and agree to and with the said *part* of the second part, that *he* shall well and truly pay unto the said *part* of the second part, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, according to the condition of the said bond or obligation. And that the said premises hereby conveyed now are free and clear of all incumbrances whatsoever, and that *he* has good right and lawful authority to convey the same in manner and form hereby conveyed. And if default shall be made in the payment of the said sum of money above mentioned, or in the interest which shall accrue thereon, or of any part of either, that then and from thenceforth it shall be lawful for the said *part* of the second part, and *his* assigns, to sell, transfer, and set over, all the rest, residue, and remainder, of the said term of years then yet to come, and all other the right, title and interest of the said *part* of the first part, of, in and to the same, at public auction, according to the act in such case made and provided. And the attorney of the said *part* of the first part, for that purpose by these presents duly authorized, constituted and appointed, to make, seal, execute, and deliver to the purchaser or purchasers thereof, a good and sufficient assignment, transfer, or other conveyance in the law, for the same premises, with the appurtenances; and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the same premises, rendering the overplus of the purchase money (if any there shall be,) unto the said *part* of the first part, or *his* assigns; which sale, so to be made, shall be a perpetual bar, both in law and equity, against the said *part* of the first part, and against all persons claiming or to claim the premises, or any part thereof, by, from, or under *him or* them, or any of them.

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

Scaled and delivered in the presence of
Charles L. D. Spulthoff

Valentine Schlaefen (Es,

State of *New York*
of *City &* ss.
County of *New York*

On the *twentieth* day of *July* in the year one thousand eight hundred and *Eighty Eight* before me personally came *Valentine Schlaefen* to
me known

to be the individual described in, and who executed the foregoing instrument, and duly acknowledged that he executed the same.

Charles L. D. Spulthoff
Notary Public
City County of New York

0033

Recorded preceding at the request of Mr. Stengel July 22nd
1878 at 10 o'clock 110 min PM

Moderate W. Low

Register

0834

Ex B May 29, 1882

Valentine Ochlaeger

to

Friedrich Vöngel

MORTGAGE ON LEASE.

Dated July 20th 1878

0035

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

THE PEOPLE OF THE STATE OF NEW YORK,
against

Jacob Bissinger

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

Jacob Bissinger
of the crime of OBTAINING ~~money~~ BY MEANS OF FALSE PRETENCES,
committed as follows:

The said

Jacob Bissinger

late of the First Ward of the City of New York, in the County of New York aforesaid,
on the *sixth* day of *January* in the year of our Lord
one thousand eight hundred and eighty at the Ward, City and County
aforesaid, with force and arms, with intent feloniously to cheat and defraud one

George F. Dausinger

did then and there feloniously, unlawfully, knowingly, and designedly, falsely pretend
and represent to *the said George F. Dausinger*

That *the house and lot number two hundred and fifty five east South Street in the City of New York was mortgaged for the sum of fifteen hundred dollars and that one Frederick Stengel was the mortgagee in the mortgage upon the said premises, and that the said Stengel had duly assigned the said mortgage to one August C. Harrey who was then and there the owner of the said mortgage; that the said mortgage was given to secure the payment of the sum of fifteen hundred dollars, and that the same was a first lien upon the house and lot aforesaid, and that there were no other mortgages upon the said premises, and that the said Harrey had the power by assignment of the said mortgage to give the said George F. Dausinger to transfer to the said George F. Dausinger a first mortgage lien upon the said house and lot and to invest him thereby with the full title to a first mortgage upon a lot of land and the building thereon upon which there were no other liens or encumbrances whatsoever, and that the said mortgage was a good and sufficient security for the sum of fifteen hundred dollars and the purchase of the same and the taking the said transfer from the said Harrey and the payment of the sum of fifteen hundred dollars by the said Dausinger therefor was an excellent and safe investment of the said sum of money*

And the said George J. Danziger

then and their believing the said false pretences and representations
so made as aforesaid by the said

Jacob Bissinger

and being deceived thereby, was induced, by reason of the false pretences and representations so made as aforesaid, to deliver, and did then and there deliver to the said

Jacob Bissinger, a sum of money, to wit: the sum of fourteen hundred and sixty five dollars in money, law-
ful money of the United States and of the value of fourteen hundred and sixty five dollars

of the proper moneys, valuable things, goods, chattels, personal property and effects of the said George J. Danziger

and the said Jacob Bissinger did then and there designedly receive and obtain the said sum of money

of the said George J. Danziger

of the proper moneys, valuable things, goods, chattels, personal property and effects of the said George J. Danziger

by means of the false pretences and representations aforesaid, and with intent feloniously to cheat and defraud the said George J. Danziger

of the same. And Whereas, in truth and in fact, the said house and lot in said City of New York was not mortgaged for the sum of fifteen hundred dollars, and the said Frederick Stengel was not the mortgagee in the mortgage upon the said premises; and the said Stengel had not only assigned the said mortgage to one August C. Darrey, and said Darrey was not then and there the owner of the said ^{upon said premises} mortgage, and there was no mortgage ~~made~~ given to secure the payment of the sum of fifteen hundred dollars, which ~~same~~ was ~~not~~ a first lien upon the house and lot aforesaid; and there were other circumstances upon the said premises; and the said Darrey had not the power by assignment of the said mortgage to the said George J. Danziger, to transfer to the said George J. Danziger a first mortgage lien upon the said house and lot, and the said Darrey had not the power thereby to invest in the said George J. Danziger with the full title to a first mortgage upon a lot of land and the buildings

therein upon which there were no other liens or encumbrances whatsoever, and whereas in truth and in fact the said mortgage was not a good and sufficient security for the sum of fifteen hundred dollars; and the purchase of the same and the taking of the said transfer from the said Harry, and the payment of the sum of fifteen hundred dollars therefor was not an excellent and safe investment of the said sum of money

And whereas, in truth and in fact, the pretences and representations so made as aforesaid, by the said *Jacob Biringer* to the said *George J. Danziger* was and were in all respects utterly false and untrue, to wit, on the day and year last aforesaid, at the Ward, City, and County aforesaid.

And whereas, in fact and in truth the said *Jacob Biringer* well knew the said pretences and representations so by him made as aforesaid to the said *George J. Danziger* to be utterly false and untrue at the time of making the same.

And so the Grand Jury aforesaid, do say, that the said _____

Jacob Biringer by means of the false pretences and representations aforesaid, on the day and year last aforesaid, at the Ward, City and County aforesaid, feloniously, unlawfully, falsely, knowingly and designedly, did receive and obtain from the said *George Biringer* the sum of fourteen hundred and sixty five dollars in money, lawful money of the United States, and of the value of fourteen hundred and sixty five dollars of the proper moneys, valuable things, goods, chattels, personal property, and effects of the said *George J. Danziger* with intent feloniously to cheat and defraud him of the same, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

JOHN McKEON, District Attorney.