

0667

BOX:

85

FOLDER:

938

DESCRIPTION:

Bache, John H.

DATE:

12/20/82



938

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 the 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 Francis 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. [Signature] POLICE JUSTICE.

Francis R. Bache

0670

POLICE COURT, DISTRICT.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

us.

Warrant - A. & B.

Dated _____ 188

Magistrate.

Halliday 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.

Joseph Halliday Officer

Dated *December 18* 188 2

This Warrant may be executed on Sunday or at
night.

Police Justice.

REMARKS.

Time of Arrest, *December 18*

John H. Bache
Native of *U.S.*

Age, *46*

Res 1138-3-Ave
Sex _____

Complexion, _____

Color _____

Profession, _____

Married _____

Single, _____

Read, _____

Write, _____

0671

Police Court— 4 District.

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

of No 113 8 - 30 Allen Street,
(present address 162 W 45th St.)

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

he was violently ASSAULTED and BEATEN by Tom 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 18 day of December 1882 } Francis R Backe

J. Killmister POLICE JUSTICE.

0672

FORM 11.

Police Court— District.

THE PEOPLE & c.,
ON THE COMPLAINT OF

Thomas R. Bache

vs

John Henry Bache

AFFIDAVIT & B.

Dated *Dec 18* 188*2*

J. H. B. 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 18* 18*82*

J. W. Smith Police Justice. *J. H. Rache*

0674

Sec. 193-200.

CITY AND COUNTY OF NEW YORK, ss.

4 District Police Court.

John H. Rache 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 deal with the facts alleged against him that he is at liberty to waive making a statement, and that his waiver cannot be used against him on the trial.

Question. What is your name?

Answer. John 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 18th day of December 1888

J. J. Smith
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 1882 [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

1905
Police Court 4 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Francis R. Bache
1138th St. 3rd St.
162nd St. 45th St.
Edwin H. Bache

Office Caspary & Vetter

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

Jan L. Kellert Magistrate.
Officer.

Court Precinct.

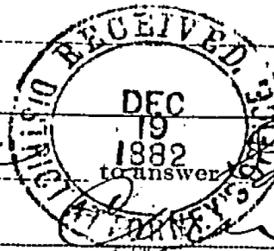
Witnesses Caspary & Vetter

No. present address Street.

with C. H. Haswell
No. 162nd St. 45th St. Street,

No. _____ Street,

\$ 500.00 to answer _____



0677

A R Bactor
162 W 45th Street
N.Y.
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 Third 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 *Francis 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 *Francis R. Bache*
did then and there unlawfully beat, wound and ill-treat, to the great damage of the
said *Francis 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
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

1029

Day of Trial,
Counsel,
Filed *15* day of *Dec* 188*8*
Pleads *Not Guilty*

Selling Lottery Policies.

THE PEOPLE

vs.

John Beard

Monday 20

JOHN McKEON,

District Attorney.

A True Bill.

W. H. Johnson
Part 2. Dec 21/12 Foreman.

Tried and acquitted

Witnesses:

Witnesses:

0681

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

John Meard
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 Boreny
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 prohibited 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 Meard

Andrew J. Meard Police Justice.

0682

M

Police Court / District.

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

John Heard

Bailed by

Residence

Street.

Dated *Dec 8* 188*2*

White Police Justice.

Officer.

Witness:

§ to answer.

0683

Sec. 151.

Police Court 7 District.

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 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 Bowery did unlawfully sell and send to complainant for forty cents a certain paper, commonly called a lottery ticket purporting to insure a chance in the drawing or drawing numbers of a certain lottery unauthorized by the laws of 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 8 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 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 contained 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.

John Baker

Question. How old are you?

Answer.

52 years

Question. Where were you born?

Answer.

Germany

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

Answer.

215 S. 28th (resided there 2 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

day of

9
Dec 1888

John Bacher

Andrew Miller
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

~~him to answer the same and he be~~ *John 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.
of the City of New York

Dated *Dec 9* 188 *Andrew J. White* Police Justice.

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

Dated *10 Dec* 188 *Andrew J. 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

102 ~~72~~ *Bilg...*
1100 *St...*
Sec. 218, 209, 210 & 212.
Police Court -- District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

John Baker
vs.
John Baker
Offence *...*

BAILED,

No. 1, by *Richard Nicholson*
Residence *63 East Houston Street,*

No. 2, by _____
Residence _____ Street,

No. 3, by _____
Residence _____ Street,

No. 4, by _____
Residence _____ Street,

Dated *Dec 9* 188 *2*

White Magistrate.

Officer.

Clerk.

Witnesses *John Heard*
No. _____ Street,

No. _____ Street,

No. _____ Street.

1200
Pa...
8...
RECEIVED
DEC 11 1888
ATTORNEY'S OFFICE

0687

1- 13 18.51
49/10

0588

400
Geo. 8.

B.
393 1/2

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:

*1-13-18-51
+ 2710*

(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 of 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

Day of Trial, *Dec* 188*2*
Counsel, *105*
Filed *104* day of *Dec*
Pleads *Not Guilty 103*

THE PEOPLE
vs.
John Bacher
Selling Lottery Policies.
Medford 4 2 0

JOHN McKEON,
District Attorney.

A True Bill.
Geo. P. Johnson
Part 2. Dec 21/12 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:

50 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

Macomb

Day of Trial,
Counsel, *13*
Filed *Dec* 1882
Pleads *Not Guilty (14)*

THE PEOPLE
vs.
B
Adolphus Barreiding
N.Y.

Selling Lottery Policies.

JOHN McKEON,
District Attorney.

A True Bill.
Geo. H. Moore
Foreman.
Part 2. Dec. 20. 1882
Tried & acquitted

Witnesses:

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 17-23-41-55 which
purports to be an insurance in the drawing

of certain numbers in certain balloted
unauthorized by the laws of this 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 J. White
Police Justice.

0696

W
Police Court / District.

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

Murhead Lang

vs.

Dated *Dec 8* 188*2*

Street.

White Police Justice.

Officer.

Witness:

Bailed by

Residence

\$ to answer.

0697

Sec. 198-200.

DISTRICT POLICE COURT.

CITY AND COUNTY }
OF NEW YORK, } ss.

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

Question. What is your name?

Answer. Adolph Barkending

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, 1884 by A. Barkending

Andrew White
Police Justice

0698

0602
6592
12040
Z

0699

Sec. 151.

Police Court 1 District.

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 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 Clary of No. 354 East St. 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 drawings of a certain lottery un-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 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 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 contained 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 Barkendunaj

held to answer this case and he be Two Hundred Dollars and be committed to the Warden or Keeper of the City Prison until he give such bail. of the city of New York

Dated Dec 9 1882 [Signature] Police Justice.

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

Dated 9 Dec 1882 [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 _____ 1882 _____ Police Justice.

0701

Sec. 208, 209, 210 & 212.

Hulpe 98
Police Court - *West* District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Michael May
Joseph Barberding

1035
Violation *lottery law*
Offence,

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,

Dated *9 December* 188 *2*

A. J. White Magistrate.

Heidelberg Officer.

Co Clerk.

Witness *Charles Heidelberg*

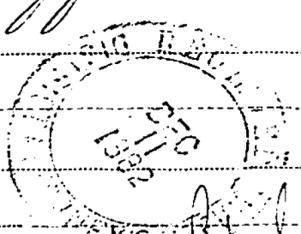
No. *Police Office Central* Street,

No. _____ Street,

No. _____ Street.

\$200 to ans. J. S.

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 \$ 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.

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 55 =

(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 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

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 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

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 *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

0705

and did procure and cause to be procured for the said

James Lawrence

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 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

James Lawrence

Day of Trial,
Counsel, *13*
Filed *Dec* 1882
Pleads *Not Guilty (1st)*

THE PEOPLE
vs.
James Lawrence
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

Chas. Smith
Filed *5* day of *Dec* 188*2*
Pleads *Not guilty*

THE PEOPLE
vs.
Richard Beatty
to be
John McKeon

ROBBERY ~~1st~~ Degree.

JOHN McKEON,
John McKeon
District Attorney.
John McKeon
Pleas *Not guilty*

A True Bill.

Geo. H. Moore
Foreman.
Geo. H. Moore
Honor of Refuge

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, deposes 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 reasons to wit:

Deponent is informed by officer James Haggerty of the 1st Precinct, Police (now present) that, ^{for the honor of God and his a. u.} he Haggerty saw said Richard seize violently hold of deponent, knock deponent down, then kneeling upon deponent, and by force and violence take and steal said Silver Watch from the left hand Vest pocket, of the Vest then worn upon deponent person

John Ryan

Sworn before me, this

2nd day

of December 1892
J. M. [Signature]
Police Justice.

0709

CITY AND COUNTY }
OF NEW YORK, } ss.

James Haggerty

aged 34 years, occupation Police officer of No.

7th Precinct ~~Street~~, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of Julien 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 1882

James Haggerty

J. M. Patterson

[Signature]
Police Justice.

0710

Sec. 198-200.

CITY AND COUNTY }
OF NEW YORK, } ss.

3 District Police Court.

Richard Deatty 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 Deatty*

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 won the match out of his pocket*
Richard Deatty

Richard Deatty

Taken before me this

2

day of

November 1887

J. W. 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 Main Street
Richard P. Ryan
1
2
3
4
Offence *Drunk*

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.

Wagner Officer.

Clerk.

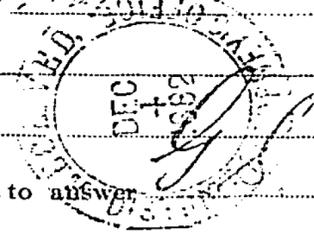
Witnesses, *Said officer*

No. *Ed Dec 2 3 11* Street,

No. *9/2. O. Ryan* Street,

No. _____ Street,

* _____ to answer



Committed

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

John Ryan

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

144
Counsel,
Filed 15 day of Dec 1882
Pleads

THE PEOPLE
vs.
Joseph Birel
INDICTMENT.
Grand Larceny of Money, &c.

12/4
10/1

JOHN McKEON,
District Attorney.

A True Bill.

Geo. H. Moore
Foreman.
J. D. Smith
Plends guilty.
E. J. Ryan

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

and says that on the *or about* *29* day of *September* 188*7*

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: *gold and lawful money of the*
issue of the United States consisting of
Silver Coin of various denominations
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

1st

1887

Police Justice.

J. M. Patterson
day of
December

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 November

1887

W. J. ...

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 P. 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. Patten* Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0719

Police Court *3rd* District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Augusta Bilal
240 Brown St
Joseph Bilal

Frank Lacey
Officer

Dated *Dec 12* 188*2*

Johnson Magistrate.

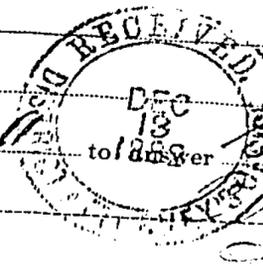
W. S. Catt Officer.

10 Clerk.

Witnesses *Said officer*

No. _____ Street,

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



W. S. Catt

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 Bixel

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

Joseph Bixel

of the crime of GRAND LARCENY, committed as follows :

The said

Joseph Bixel

late of the First Ward of the City of New York,
in the County of New York, aforesaid, on the ~~twenty ninth~~ *twentieth* day of ~~September~~ *September* in the year
of our Lord one thousand eight hundred and eighty ~~two~~ *two* at the Ward, City and County aforesaid, with force
and arms, ~~three~~ *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 denomination
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 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.

\$35.-

*and one watch of the value of
fifteen dollars*

of the goods, chattels, and personal property of one

Abraham Bixel

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.

0721

BOX:

85

FOLDER:

938

DESCRIPTION:

Bissinger, Jacob

DATE:

12/20/82



938

0722

20th Dec 1882

to guilty (21)

THE PEOPLE

vs.

B
Jacob Bissinger

Obtaining ~~money~~ by False Pretences.

JOHN McKEON,

District Attorney.

Verdugue Bill.

Straper
Foreman

Rec'd 7/11/74

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. Deponent
prays that said Jacob Bissinger may
be arrested and dealt with according to law.

sworn to before me this
25th day of May 1882
- *J. Hill*
Police Justice
of the city of New York

Henry Jacob Low

0726

39 Dr. Police Ct,

The People vs
- 4 -

Jacob Bissinger

Complaint of
George J. Dungenien

James Melrose

0727

City & County
of New York

George J. Duzer seen 47
years of age a barber residing at
No 131 East 3rd Street being duly sworn
deposes and says.

Q. do you Jacob Bissinger the defendant
(number)

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 can give 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 anything 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 in or 6 days after I can not tell exactly I got the mortgage, and took it to Mr. Passau and showed it to him, ~~the same is not~~ ~~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 give 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, one brother can see the same to another, and that I can go to Mr. Shaver 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, I don't know the number
- 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 about Rent

4

- the property bonds
- a no there was nothing said.
- Q. ~~How~~ how much money did you bring them to Mr. Bissinger
- a I brought them \$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 not paid and every thing was still owing on the property

Q. What did Bissinger say to that, A. he said he would 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 did you sell it to him

A. I sold 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, amount \$800 in cash and
the mortgage, (see above)

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

a this is the Bond,

2 do you know Bernan Messerger,

a, I do

2 do you know Mr. Hyman

a No I don't know him,

Sum before me this day
of 1887

Notar Public of J. J. Jurgensen
Complaudant offers in Evidence

- 1 Mortgage on Loan, Valentin Schleyer
to Francis Seigel, (Master Ex. B)
- 2 assignment of mortgage,
Francis Seigel to August C. Schass,
Master Ex. C
- 3 assignment of mortgage
August C. Schass to Geo. J. Dawsen
Exhib. D.
- 4 assignment of mortgage, from
Geo. J. Dawsen to Bernan Messerger
(Exhib. E)
- 5 assignment of mortgage, from
Bernan Messerger to Herman Hyman
Ex. F

0734

- 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 Hassey had the property before.
- Q. In what condition was the property when you sold it
- A. I allowed Valentine Schlaefler 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 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

0735

house belonged to him and another title
to somebody else

Q. You got \$600 in cash did you receive
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 could not
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 \$4,000. 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 Schlaepfer for \$2,100.
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?
- Q. He had nothing to do with it then. The transaction was had ~~afterwards~~ in the office of a notary by the name of Spalthof 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. 9. 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

0737

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

A. I reside at 346 9th Street N.W. City, am
59 years old, blacksmith by occupation
when I work, I know Dauzein 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
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. Maxey
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 Hassey 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 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

0739

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 Feb. Mann in regard to the sale of the mortgage?

A. I went down there with Bis-inger.

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

A. I do not remember that.

Q. What did Feldmann say to you?

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

Q. Did you speak to any of them?

A. I cannot say. I spoke to some body, 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?

0740

Q. I believe 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 person 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. Any 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 begun on

day of Nov 1872

J. H. Keith

P. D. Smith

0742

Police Court & D.C.

The People
in the complaint of
George J. Dausen
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 St. said City. I produce from the files of said office the Judgment Roll of the case of Egerton L. Whitkop vs Executors against Philip K. Fickell & other defendants in the Supreme Court of the State of New York, filed May 28-1881. 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 papers. 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 Police Justice

James Gregory.

0743

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, or 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 Schwantz 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 answer
 to the Affidavit 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 not 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

0746

November 1st 1883

Examination resumed.

It is stipulated that all the evidence of the complainant be struck 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 You have heard the testimony of Mr Danyiger as far as it has been retained in the case?

A Yes sir

Q Mr Danyiger has stated that

0747

told you that the mortgage was
no good and you should take
it back & let him have his
money and that he had said that
after he returned from your
house? is that so
Q And when you
said that you should have
let the mortgage be good
is that so?

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 ~~Thompson~~ who
was formerly the owner of the
house he wanted buy it? -
Q Mr Dangerger has also testified
that you told him the mortgage
was good?

And in

Q What did you tell him about
the mortgage?

A When I came to my office Dan
gerger 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 but saw little
Dunsmuir what are you doing
he said he said he bought the
man's name and the property in
with the deed and he asked me
if I knew anything about
the man's age, and I told him
it was about 40 for 50. He
said, well, please take me
to your first marriage and then
I shall see you and take and
back you will not see which
I don't know how much it
means amount to, but in
the meantime I told him to
go down to Mr. Halse he has
the man's name in his possession
and he will tell you all about
it and he gave me an address
that Mr. Halse was his lawyer
you would go there & see him
& enquire about the man's age,
with the woman's name, except
the woman, then when
they came back I asked him
did you see Halse and he said
yes he saw him and everything

0749

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?
Yes & no.

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

Admitted that he had his treaty &
lease hold mortgage.

Mr. Darringer also testified
that you had him that he
would send lawyer that you
had examined it and that there
was no fraud in it was it
is that true?

Yes & no I was the man that
I sent him to Mr. H. H. H.

I had Mr. Darringer complain
to you that the water and
land taxes and every thing was
his money on the property
and that I had done it.

Nothing said about it?
Admitted to come to my office
shortly and told me he wanted
to see the mortgage he wanted

0750

3 1

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

Ans Yes
Class Examined.

Q 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
all the day he bought it?

Q There was nothing said after
that?

Ans Yes

Q 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.

Q 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

What was the name of the parties
involved?

Q. How many was the estate involved?
A. I guess it was paid if I am not
mistaken.

Q. How long did the time was
involved in the mortgage -
that was not paid?

A. The interest was due and was
not paid.

Q. How long did the time was
involved?

A. Was \$1500.00 was paid monthly
I think.

Q. How long was it?

Q. How long was it?

A. It was just due 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.

Q. The interest clause had not
expired?

Answer.

Q. You had before Mr. Dargatzis agreed
to buy it you had bought it?
Answer.

Q. How long before?

A. 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. Arosii I did not at that time because the owner of the house wanted to buy the mortgage from Mr Stegel and he had a little difficulty and so he - you say the owner wanted to buy it from Stegel?

A Yes sir Mr Feldman he has the property

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

A 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

Ayesen:

Q The time you agreed to buy the mortgage?

A Yesen:

Q Who owned the property?

A Mr Feldman.

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

A Yesen:

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. I had 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 Lang. When she came in?

Objected to Admitted Exception
I don't know if it was Mrs Lang
or who she was I knew she was
living with Mr Lang I saw the
warrant but I don't know her
I But you knew she was living
with Mr Lang?

Yes Sir, but if she was his wife
I don't I cannot say.

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
Lang.

Do you not know that?

I cannot swear to that!

Do you not know her name when
she came in to you?

Yes Sir only from Leansay.

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

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

Do you meet them at your office

0755

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

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

A Jerry Florig & 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 and your office at that time
was where?

A 31st Ave.

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 locked;
I were there any other people
there when you were drawing
this bill of sale ?

A Yes a longer been 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 Langy's name mentioned
by Lang or Fleming ?

A No sir

Q Or by you ?

A No sir I do not see that man
for the last 9 years

Q Was his name mentioned ?

A No sir

0757

By either you or I forgot to see.
All or see

I have you got that agreement
that you & I must have made at
that time?

As I have not got my papers here
I had Mr Noble your papers?
As that I cannot say.

As I know where that paper is
I really cannot say if Mr Noble
has it or not.

The money that Dr. Sangster paid
was paid by Mr Sang to the
man that represented Mr
Sang.

As Mr Sangster paid the money
on the table and the man
Bodett handed it over to Mrs
Sang.

Then who paid you the \$200 Dollars
As Sang himself.

Did Mr Sang pay the money
over to Mrs Sang after she
got it.

I cannot tell you that.

I know that agreement Mr
Chase was to get \$150 Dollars
was he not.

0758

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

A Yes sir

Q And you were to get \$250 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 Jerry.

Q That is if he paid the mortgage.
A That is what I cannot tell, that
is what he promised me. If I figured
the paper I do not know what
arrangement he had with
Hassel.

Q Wasn't the agreement this way
that in case the sale fails through
that Hassel was to give you
\$250 Dollars?

A It was this way that in case
Jerry backs out, I get my 250
dollars back that I paid

0759

Steingel,

Do that and do the paper (showing)
a document read. there was 2 papers
drawn at the time (yes that is
one of them.

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

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.

This was one of them.

In consideration of the
sum of \$100.00 dollars to me
in hand paid by Jacob
Brenniger and the delivery by
him to me. or 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.
Requests 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

0760

8

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.
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 but I should
get 1250 if I signed the release
If you signed the release referred to
in this paper.

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

Q you were to get 25⁰⁰ from Mr Hassé to withdraw the suit Ayes si. 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 si 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 Skiff 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 si

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

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

Ayes si

Q you say that Mr Larry bought the mortgage?

A That's what he told me

0762

9

Q. Where did he tell you that and
where?

A. In the saloon where he came in
Du Mustassé's presence!

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

Q. Did not Mr. Perry come in with
Mustassé?

A. Yes sir he went off & brought
Mr. Mustassé

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

Q. Where?

A. With Mr. Perry

Q. What was the conversation
did you have then?

A. Mr. Perry told me he bought
the mortgage which he could
make a couple of dollars on
and it then it was told me by
Mr. Mustassé 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. Mustassé

0763

Q Mr. Deery stayed above, all the time ?

A Or when he went off and came back with him

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

A I don't see him for a year

Q Mr. Brossinger had you a bank account at that time ?

A Or when

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

A I was told so

Q May you know that ?

A I know they were traveling together. I knew they had an office together in 16 ~~me~~ 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. Larry ?

A Or when she was introduced to

0764

10

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1

1

me under another name I
have forgotten it.

Who mentioned it?

A lady said I forgot the name
he used.

I can't remember tell you that this
woman bought the mortgage?
A lady told me that he bought
the mortgage

I was Congressman Boat there
apex in

I said he came along?

Athe man in the office when
I came in they were all there
Garbo were all the porters?
Athe man Foster who is my
friend,

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

apex in

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

I have anything to do with the
transaction?

0765

Answer

I should have said you met
them by appointment?

I made no appointment there with
them.

Given to be fore me)
This day of November 1872 J. W. B. P. S.

J. W. B. P. S. Justice

0766

Legislated Bond called
for defense being only 10
days.

Where was an aside?

At 47 Waterloo Street

What is your business?

A Lawyer

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

A Secretary

Where was your office?

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

Do you recollect what day
in the month of January
Mr Saenger came to Bessinger's
office?

A Day

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

0767

Q 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. Danziger got Mr Foster and I and the 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 Danziger 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 Danziger 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 Dauringer said how is that mortgage but Bessinger said it was an lease hold property there was some interest due on it and some 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 Dauringer 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 Zoelock. They Dauringer and Larry went out, & came back towards Zoelock and Mr Bessinger went towards the table and I sat at the desk and

0769

So says how is this. Lang produced
a bank assignment Mr Dan
Zinger 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 mort-
gage up to that time I received
the money counted it and
asked Binsinger if he was
to receive any commission
out of it and he told me
no I turned the rest over to
Mrs Lang

How much did you deliver to

0770

13

the woman & Bismarck?
Q I don't tell the amount.
I you know of this agreement between
the W.D. Sullivan & Russell?

A I know nothing of it. I had
no knowledge of the existence
of any agreement, other than
the one between Stough and
Bismarck.

Q Can you tell how much of
that amount you gave to
Bismarck & to the woman?
A Bismarck said \$200 I counted
it off & the balance I gave to
the woman. I saw said give
it to my wife and Bismarck
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.

Q Cross 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 and in the presence
of Mr Langmeyer and she
put the money in her pocket
Did you counted it first?

A Yes

Q And she counted it afterwards
A Yes I saw Mr Lang
count it Mr Bunsen
said he was satisfied it
was 250.

Q You had no office there at
the time?

A Yes I was privileged to
stay there

Q You transacted business there
A Yes

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

A Up to the time he moved

Q About how long ago?

A I think in May following
1881.

Q Did you see Mrs Lang come
in there?

A Yes

0772

14 1

I did not see anyone in a suit?
I do not say whether she did or
a few seconds afterwards
I saw a young man inside before
I did think she was
I do not know whether he was
or not?

Q They all came in together Mrs
Lacey a few minutes after
she might have come with them
& come in a few seconds after
I gave her the money?

A Yes sir & I said Mr Berninger
have you any claim on this for
commissions she said \$250 dollars
I handed it over to him and the
balance I paid her.

Q You have been disbanded
or suspended. the order was
I revoked instead of its being
a disbandment it was a sus-
pension

Q You still remain suspended?

A No sir

Q Has any such order been made
restoring you?

A Yes sir

Q When was it

0773

Ad. do not tell you dates
you were restored &
appear

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

I or the certified copy restoring
of it?

Ad. may have one.

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

I know long ago were you
debarred?
a 1876.

Sworn to before me
this 1 day of November 1883

J. T. Kilbuck
Justice

0774

151

Steward Foster being duly
sworn says

I where a person reside?

A 1 Redridge Str

I what is your business?

A picture frames

I In January 1880. what was
your business?

A I was clerk for Mr Burroughs

I say you recollect Mr Dan

Junger coming there?

A Yes sir

I who came with him at the
time?

A I other men Mr King & Lang

I and at the same time they asked

me where Mr Burroughs was

& I told them he must be down

stairs in the basement. & I called

Mr Burroughs up stairs

I what was said when he came
in?

A He said tell Burroughs what are

you doing here & Burroughs said

I want to buy the mortgage on

the house in H St Street and he

said all right if you want it

0775

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

Cross Examined

Did Buisson say hello to Fey
or Fay?
Answer nothing at all
Did he ask them what they
were doing there?

0776

16

Apes si not that I heard
Duh told me Bad to pay the
money to the lady?

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

Apes si

I did she got out with the lady after
wards?

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

Apes si

I who wrote Darius's name
in the assignment?

I don't know

I did you see the assignment
before it was recorded?

And si I only got it from the
Bursinger he told me to
go to the Registrar's office
I did you send them to a
certain corner of the bank?
Ludlow photo to find the
Bursinger?

I don't 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
client for Curran &
apexer.

was before the Herman Forster,
1 day of Nov 1887 day to November 8th
J. M. M. 2 P M

- November 9th 1887
cross-examination of Jacob
Bissinger 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
Saugerisen came to my office.
- Q. You swore on the 10. day of
May 1887 before Charles Goldies
Notary Public in an affidavit
to vacate an order of arrest

0778

in a case in the Supreme Court
wherein Mr. Danzese is the plaintiff
and yourself a defendant as
follows: "A clerk from Hassey's
office, then brought an assign-
ment fully completed and made
to Danzese. 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 Raury;
this deponent received \$150
for a release of his claim and
the rest of the money was taken
by Raury, as this deponent be-
lieved and still believes to
Hassey and this deponent
never received any part thereof
or part 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. Hassey's
clerk brought the assignment.
Danzese handed the assignment
to me ^{to read & copy} but Hassey'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 Gassey, 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. Danziew purchased?

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

Objection overruled. Exception.

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

Sworn before
me 10/10/1882

John Riping

J. H. [unclear]

0780

Francis W. [unclear] of No. 10309
E 79th Street, aged 36
years, lawyer by profession
being duly sworn as a
witness for defense says

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

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 \$150.00 rent due from
said third party.

Objection -
Offer denied, accepted.

Left counsel offer in

Witness before me
this 10 day of Nov 1882

J. H. [unclear]

Notary Public

0781

Evidence a bond from
Valentine Claffer to Fredrick
Stengel accompanying the
mortgage in question with an
assignment to Cooperator
Wm. Hoyle by Complainant
indorsed 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 other 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 15⁰⁰ a share.
I didn't sell him any
stock. The mortgage & bond
of valuation & transfer to Fredick
Rumpf were in my hands,
I was holding them for
Warnefogel. Complainant
said that it was good as
gold. Warnefogel was
Secretary of the Company
at the time. Birnizer

0783

had nothing to do with
bringing Complaint to my
office so far as I know.
Bessinger was a Director
in the Company at the
time. Complaint 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. St. Paul.
Mr Attridge a Receiver
appointed by me collect
the rent. I paid Warrington
\$2000 for the mortgage in
\$500 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

[Signature] 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 - 2d Avenue Street, in the said City,

and John W. Gunzler of No. 26 - 2d 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. Gunzler 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. Dunston with a Felony for having, on the 6 day of July 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 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. Willett POLICE JUSTICE,

Jacob Bissinger August Schaffer John W. Gunzler

TORN PAGE

0785

CITY AND COUNTY }
OF NEW YORK, } ss.

Sworn to before me, this
day of *August*
1882
J. Wickham
Police Justice.

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

one of the within
holder and resident in
Hundred Dollars,
and that his property consists of
A house and lot of land situated
at 156 Eldridge Street this city
and is worth *eight thousand dollars*
subject to a mortgage of six
thousand dollars

Erasmus Schaffer

CITY AND COUNTY }
OF NEW YORK, } ss.

Sworn to before me, the
day of *August*
1882
J. Wickham
Police Justice.

Erasmus Schaffer
named Sureties, being duly sworn, says that he is a
holder and resident in
said City, and is worth
Hundred Dollars,

one of the within
holder and resident in
Hundred Dollars,
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

Erasmus Schaffer

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Recognition for trial or
Examination.

Taken the day

of 1882

at Justice.

Filed day of 1882

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. M. [Signature] Police Justice.

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

Dated Dec. 1 1882 J. M. [Signature] Police Justice.

There being no sufficient cause to believe the within named _____

TORN PAGE

0787

167 *Pril 3*
Police Court District.

THE PEOPLE, &c.
ON THE COMPLAINT OF

George J. Danzmann
vs.
Jacob Bissinger

1034
Office, *Jalee Fortens*

BAILED,

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

No. 2, by _____
Residence _____ Street,

No. 3, by _____
Residence _____ Street,

No. 4, by _____
Residence _____ Street.

Dated *May 25* 1882

J. A. Killbuck Magistrate.

Officer

Clerk.

Witnesses, _____

No. _____ Street,

No. _____ Street,

No. _____ Street,

* *2000* to answer *G. S.*



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.

Q. HOW LONG HAVE YOU KNOWN BISSINGER. A. FOR ABOUT THIRTY ^{en} 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 ^{to his} ~~FOR 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, ~~XXX~~ 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.
- 1 - 1
- 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 HAD \$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 MORTGAGE 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. STEENES SAY? A. NEITHER I NOR MR. STEENES 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} CONSENSATING 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
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 ^{he} SAY TO STIENES, THAT STIENES SHOULD COME WITH YOU, WHEN YOU ^{would} 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. WERE YOU 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 PROMISE STIENES TWO DOLLARS, IF HE WOULD GO WITH YOU WHEN THE SALE SHOULD BE ^{sum} CONCLUDED? 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.

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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 WHAT 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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- 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 \$1458. 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 \$1458.
- Q. WHO TOLD YOU TO DRAW \$1458. ? 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 MONEY AT HOME WHICH STIENES GAVE YOU ? A. YES.
- Q. WHEN DID HE GIVE YOU THE MONEY ? A. ABOUT NEW YEAR, ABOUT \$200.
- 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. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
- Q. DIDN'T YOU GET AN ASSIGNMENT OF THE MORTGAGE ? A. HE SAID, HE WOULD HAVE IT ~~XXXXXXXXXXXX~~ TRANSCRIBED 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 ~~XXXX~~ 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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- I SAID TO FLEIG, 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 HAVE YOU PAID THE TWELVE DOLLARS AFTERWARDS? A. I PAID IT BECAUSE 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 WAS TO LAWYER SHADDEY AND TOLD HIM THE AFFAIR.
- Q. HOW SOON AFTER JANUARY DID YOU SEE FLEIG AGAIN? A. I CAN'T SAY. I HAVE MET HIM IN BISSINGER'S OFFICE EVERY TWO DAYS.
- Q. DID 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 FLEIG.
- Q. HAVE YOU MET FLEIG ALONE OR BISSINGER ALONE? A. SOMETIMES I MET BISSINGER ALONE, BUT FLEIG WAS NEVER ALONE.
- Q. AFTER YOU MET THERE SO FREQUENTLY, WHAT WAS THE RESULT? DID ANY RESULT ISSUE? 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. FLEIG WAS NOT ALWAYS THERE.
- Q. WHO WAS PRESENT ON THE 6TH, OF FEBRUARY? A. FLEIG AND BISSINGER CALLED ON ME AT MY SHOP.
- Q. WHAT DID FLEIG SAY? A. FLEIG 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; ~~IX~~ ^{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 BRANKING 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 ~~KROWE~~ ^{KROWE}, 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-~~ ^{to} ~~CALLY~~ ^{to} ~~OPPOSED~~ ^{to} 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 FETCHED 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 ? A. ~~YES~~ NO, I HAVE NOT SAID ANY-
THING TO STIENES, UNTIL I HAD THE STOCKS.

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 ? 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~~
HAD THE STOCKS.

Q. DIDN'T YOU AFTWARDS 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 CAN-
NOT 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 AFTWARDS, 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 CANT SAY.

0806

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. C. ...*

ADJOURNED TO WEDNESDAY NEXT AT TWO O'CLOCK IN THE AFTERNOON.

0807

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 \$200. 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 \$200. 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 WASSERYOGEL OR HEINEMANN REQUEST
YOU TO SIGN ANOTHER INSTRUMENT? A. NO.
- Q. WAS ANYBODY REQUESTED YOU TO MAKE AN AFFIDAVIT THAT THE MORTGAGE WAS

0000

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 10. XX 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 WAS 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 BECAUSE 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 WATNER 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 LOCKED 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. *Andres* ~~ANDRES~~ ? A. YES, I KNOW MRS. *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 TOLD

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 26th 1882 at 3 P. M.

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 2^d 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

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 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 Schlager to Frederick
Stengel to secure payment of the sum of Fifteen hundred
Dollar and interest and recorded in the office of the Register of
the City & County of New York in Liber 1410 folios pages 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 of Ledy & } 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 Warsenroff

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

Jacob C Schoener
Notary Public
King's Co
City of New York

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

Federick W. Coe

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 AM under
1472 of Mat. pag 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 9th March 27. 1880

B. Casserogel

TO

M. Heeneemann

Assignment of Mortgage.

Dated Mch 23 1880

0816

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 enacting 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 Friedrich Stengel 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 1410 of Mortgages page 10 on the 25th day of July 1878 and duly assigned to me through Lewis Meene 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 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.

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 Sebich

George Jacob Danzeisen Esq

0817

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 *20* 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* 18*52*

Richard J. ... 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 Larzessen

to me known, and ~~known to me~~ to be the ^{person} 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 according to request of Edgerton Blair
February 11, 1880 at 10 o'clock + 20 min a m

Richard H. Loew
Register

08 19

1881
E. E. Munn

Guert Lunsjensen

TO

Samuel Wasservogel

Assignment of Mortgage.

Dated Feb 15 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 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 (S)

0821

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 23 day of Dec
A. D. 1879 at 3 o'clock 45 min P. M. in Lib. No.
1468 of Mat. page 281
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 1882

Register J. D. [Signature] Register.

0822

State of New York
County of New York J^{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

Mattz Heerscher

Notary Public

City County of New York

Recorded the preceding at request of A. H. Harney
December 23, 1879 at 3 o'clock 142 pm PM

Fredrick G. Loos
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

By C. Quincy 17, 1882

Fredrich Stenzel

TO

Wright & Case

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. Haasey 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 enacting 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 & Christiane Fredericks
 & obliged 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. Haasey

August C. Haasey 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 Maps 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

August 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. Kearsey

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 Kearsey (138)
Mayor Public
City Co. of Newport

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

Frederick W. Lewis
Recorder

0029

Ed. A. Macey 29. 1887

Weyman & Hensley

TO

George A. Macey

Assignment of Mortgage.

Dated January 6th 1880

0830

This Indenture,

Made the Twentieth day

of July in the year one thousand eight hundred and Seventy-Eight BETWEEN

Valentine Schlaefter of the City County and State 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 Forty-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 1844 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 South 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 South Street and which portion of said lease including 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 party of the first part, is justly indebted to the said party 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 party of the first part, for the better securing the payment of the said sum of money
mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also,
for and in consideration of the sum of one dollar, to him in hand paid, by the said party of the second part, at or before the ensembling
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 party of the second part his assigns

All that certain lease now properly known as and by the number
two hundred and fifty-five East South 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 Instrum.
in this office, on the 22 day of July
A. D. 1878 at 1 o'clock 10 min. P.M. in Liber
1410 of Maps page 80
and certify the same to be a correct Transcript therefrom, and of the
whole of said Instrument.

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

Register of Deeds

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 party 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 party of the first part, shall well and truly pay unto the said party 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 party of the first part, doth hereby covenant, grant, promise and agree to and with the said party of the second part, that he shall well and truly pay unto the said party 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 party 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 party 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 party 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 party 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 party of the first part, and against all persons claiming or to claim the premises, or any part thereof, by, from, or under them, or any of them.

In Witness whereof, the party 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 Schlaefer (Esq)

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 seventy eight - before me personally came Valentine Schlaefer 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

0833

Recorded preceding at the request of Mr. Stengel July 22nd
1878 at 10 o'clock 50 min P.M.

Moderator W. Loew

Register

0834

Ex B May 29, 1882

Valentine Schlaeger

to

Friedrich Stengel

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} ~~Property~~ 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 ~~ninth~~ 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 J. Danziger

did then and there feloniously, unlawfully, knowingly, and designedly, falsely pretend
and represent to ~~the said George J. Danziger~~

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 liens or
charges upon the said premises, and that the said Harrey had
the power by assignment of the said mortgage to give the
said George J. Danziger a first mortgage lien upon the said house and
lot and to invest him therewith 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 Danziger 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 represen-
tations 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~~ thirteen 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 ~~mortgage~~ upon said premises, and there was no mortgage ~~was given~~
to secure the payment of the sum of ~~fifteen hundred~~
dollars, which ~~was~~ was a first lien upon the
house and lot aforesaid; and there were other en-
cumbrances 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 trans-
fer 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 Marrey, 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 Buringer* to the said *George J. Dausinger* 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 Buringer* well knew the said pretences and representations so by *him* made as aforesaid to the said *George J. Dausinger* 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 Buringer* by means of the false pretences and representations aforesaid, on the day and year last aforesaid, at the Ward, City and and County aforesaid, feloniously, unlawfully, falsely, knowingly and designedly, did receive and obtain from the said *George Buringer* 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. Dausinger* 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.