

0553

BOX:

291

FOLDER:

2775

DESCRIPTION:

Dow, Marion L.

DATE:

01/09/88



2775

POOR QUALITY
ORIGINAL

0554

Witnesses:

Oliver Johnson
Officer McNamee

Feb 14 1888

I recommend that
Defendant be discharged
when he is recognized
for reasons stated in indictment
When another side is against
me Defalk of like date
with this
J. W. Fellows
District Attorney

* 87 -
Senator Grady

Counsel,
Filed, day of Jan 9 1888
Pleas: Antiquity (W) with
leave to withdraw (17)
THE PEOPLE,

vs.

Marion E. Dow

alias Marion La. Sander
alias Carrie R. maner
alias Minnie West
alias Marion E. McDougall
alias Marion Wanner
(2 cases)

James E. Sadows,
~~JOHN B. MARRIS~~

District Attorney.

A True Bill.

[Signature]

On rec. of Dist. Atty det
deft be dis on her own acc.
Foreman.
Examiner case.

POOR QUALITY
ORIGINAL

0555

PART I.

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

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA

FOR A WITNESS TO ATTEND THE

Court of General Sessions of the Peace.

The People of the State of New York.

To *Emma Greener*
of No. *238 West 10* Street,

GREETING:

WE COMMAND YOU, That all business and excuses ceasing, you appear in your proper person, before the Court of General Sessions of the Peace to be holden in and for the City and County of New York, at the Sessions Building, in the Park of the said City, on the *19* day of *January* instant, at the hour of *Eleven* in the forenoon of the same day, to testify the truth and give evidence in our behalf, against

Marion Dow
in a case of Felony, whereof *he stands* indicted. And this you are not to omit, under the penalty of Two Hundred and Fifty Dollars.

WITNESS, Hon. FREDERICK SMYTH, Recorder of our said City, at the City Hall in our said City, the first Monday of *January* in the year of our Lord 1888.

JOHN R. FELLOWS, District Attorney.

Moved
to see Mr. Sullivan
at 10 o'clock M.

Riley

GLUED PAGE

POOR QUALITY
ORIGINAL

0556

Court of General Sessions.

THE PEOPLE

vs.

Marion Dow

City and County of New York, ss.:

John H. Peilly
3 Bank St. being duly
sworn, deposes and says: I am a ~~Police Officer~~ *subpoena officer* attached to the ~~district~~ *all office* Precinct,
in the City of New York. On the *11th* day of *January* 188*8*,
I called at *238 - West 10th*

the alleged *residence* of *Emma Greiner*
the complainant herein, to serve her with the annexed subpoena and was informed by

landlady that Emma Greiner had
moved from there two days before,
and she did not know where she
had moved to.

Sworn to before me, this *23^d* day
of *January*, 188*8*

John H. Peilly
Wm Graves Jerome
Notary Public N.Y.C.

POOR QUALITY
ORIGINAL

0557

Court of General Sessions.

THE PEOPLE, on the Complaint of

Emma E. Green

vs.

Marion Dow

Offense:

RANDOLPH B. MARTINE,

District Attorney.

Affidavit of Police Officer

John H. P. P. P.
Subpoena served

Failure to Find Witness.

People
vs.
Marion L. Dow. } Memorandum.
Johnson Case.

I have examined this case with great care and I am afraid that the court will direct the jury to acquit. There are no false pretences in the case and the indictment is not drawn for false pretences. The indictment charges grand larceny in the 2nd degree as a second offence, alleging that the defendant stole \$150.00 the property of Clara A. Johnson. Clara A. Johnson is the complainant is the principle, and practically the sole witness and she will have to testify, if asked on cross-examination, that in giving Mrs Dow the money she intended to convey the title as well as the possession. In her examination before me says: "My intention was to loan Mrs Dow the money xxx My idea was that she was to use the money for her own use and profit and to return it to me on any Saturday night that I wanted it." That defendant's failure to repay would not under these circumstances constitute larceny, see People vs. Horse 99 N. Y. and cases there cited.

Wes Travers Jones
Deputy Assistant.

2-4-88.

Court of General Sessions

City and County of New York

The People against Marian L. Dow

Please take notice that you are required to produce on the trial of this action the following papers: a receipt signed by Marian L. Dow of October 17, 1887, for one hundred and fifty dollars for Mrs. C. A. Johnson, a letter of October 17, 1887, from Mrs C. A. Johnson to Alfred Carr a letter from Marian L. Dow to Alfred Carr of 5th December 1887, a proposed agreement dated December 5, 1887, between Mrs Clara A. Johnson and Marian L. Dow which agreement was produced upon the preliminary examination in this action before Hon. John J. Gorman Police Justice and there marked Exhibit No. 4, December 9, 1887 O Jr. Also all statements of purchases or sales of stock sent by Alfred Carr to Mrs Clara A. Johnson and also all papers, letters and documents of any nature in your possession or under your control in any way relating to the issues involved in the present criminal action.

Dated New York, 6th. February, 1888.

Thomas F. Grady,
Attorney for defendant,
7 Beekman Street, N.Y City

To
Hon. John R. Fellows,
District Attorney,
of the City and County of New York

POOR QUALITY
ORIGINAL

0560

Court of General Sessions ~~Court~~

The People of the State
of New York

Plaintiff

against

Marcus L. Dard

Defendant

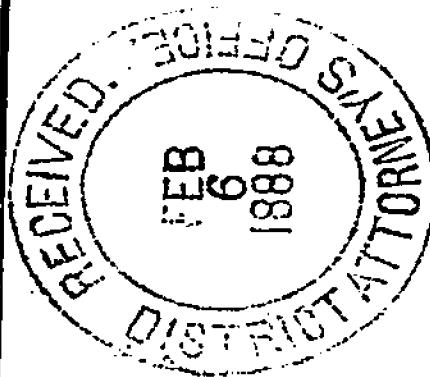
Notice to Produce

THEODORE CONNOLLY,
Theodore Connolly
Attorney for Defendant

55 BROADWAY,
7th Floor
New York City

Wm. J. Connelley Esq.

Attorney for Plaintiff



POOR QUALITY
ORIGINAL

0561

OFFICE OF

VYSE BROS.

ALDRICH COURT,
Room 8,

45 BROADWAY,

NEW YORK

Jan 20th 1888

Wm. James Jerome Esq
Dr Sir

On oct 17th 1887
we bought the shares
of North West at 105³/₈
from C. M. Withersdon

Yours Resp^{ly}
Vyse Bros

J. V. D.

POOR QUALITY
ORIGINAL

0562

CONSOLIDATED STOCK AND PETROLEUM EXCHANGE
OF NEW YORK,
63 Broadway,

New York, Jan 20 1888

Mr Wm Travers Jerome —
Dear Sir—

In reply to yours
of yesterday, I would state that I
did not buy any D.L.W. from either
Orr or C. N. Wilkinson, on Dec 27th
last— I did, however buy Twenty
(20) D.L.W. @ 130 from C. N.
Wilkinson on Dec 7th, and that
is perhaps the transaction you
refer to.

Yours truly
O. L. Mason.

(over)

**POOR QUALITY
ORIGINAL**

0563

My letter wrongly asked for
transactions on Dec. 27. It should
have specified Dec 7th -

W. S. Jerome

POOR QUALITY
ORIGINAL

0564

W. F. DAVIS,
Member of
CONSOLIDATED STOCK
AND
Petroleum Exchange.

W. F. DAVIS, Jr.,
Member of
CONSOLIDATED STOCK
AND
Petroleum Exchange.

OFFICE OF
W. F. DAVIS & SON,
COMMISSION BROKERS,
No. 52 BROADWAY,

Orders executed in
STOCKS, BONDS, GRAIN, PROVISIONS & PETROLEUM,
FOR CASH OR ON MARGINS.

New York, ~~May~~ 21 1883

M. Thomas Anne Eij
and his wife
Dear Sir:

at the request
of Mr. Melman, we acknowledge
our purchase under date of
Dec. 9th 1882. I find in copy
of Mr. Melman in W. F. D. & S.
39.

Yours truly
W. F. Davis Jr.

POOR QUALITY
ORIGINAL

0565

W. F. DAVIS,
Member of
CONSOLIDATED STOCK
AND
Petroleum Exchange.

W. F. DAVIS, Jr.,
Member of
CONSOLIDATED STOCK
AND
Petroleum Exchange.

OFFICE OF
W. F. DAVIS & SON,
COMMISSION BROKERS,
No. 52 BROADWAY,
Orders executed in
STOCKS, BONDS, GRAIN, PROVISIONS & PETROLEUM,
FOR CASH OR ON MARGINS.

New York, Jan 19 1888

Mr. James Brown Esq.
Dep. Ass.
Dear Sir

Yours duly received and we
note enclosing. We had no
transaction with H. McKim
in N.Y. A. C. stock and Dec 27.
1887.

Yours very respt
W. F. Davis & Son

My letter wrongly specified Dec. 27th, it
should have been Dec. 7. See
subsequent letter from Davis & Son
102 Jerome

People

vs.

Marion S. Dow

Mrs. Clara A. Johnson

Oct. 10

On Oct. 10th 1887 Miss Eaton was came into the room shortly after me and the defendant said just before Miss Eaton left to both of us "I expect this lady (referring to Miss Eaton) will come in here as a customer." Miss Eaton said nothing & then left. I asked for her reference and she referred me to Mr. Carr. said money could be withdrawn every Saturday if I desired. said employment for 1st week would be light and would be to take stock quotations and do writing. At first there would be very little to do. After a while she would be very busy. I asked her what she was going to do with the money. She said "I shall put it in stocks in your name but at my risk". I made no answer. Almost her first question to me, before she said she would put any money in stocks, was "if I knew anything about stocks" I replied told her "I knew nothing at all about them." Then she

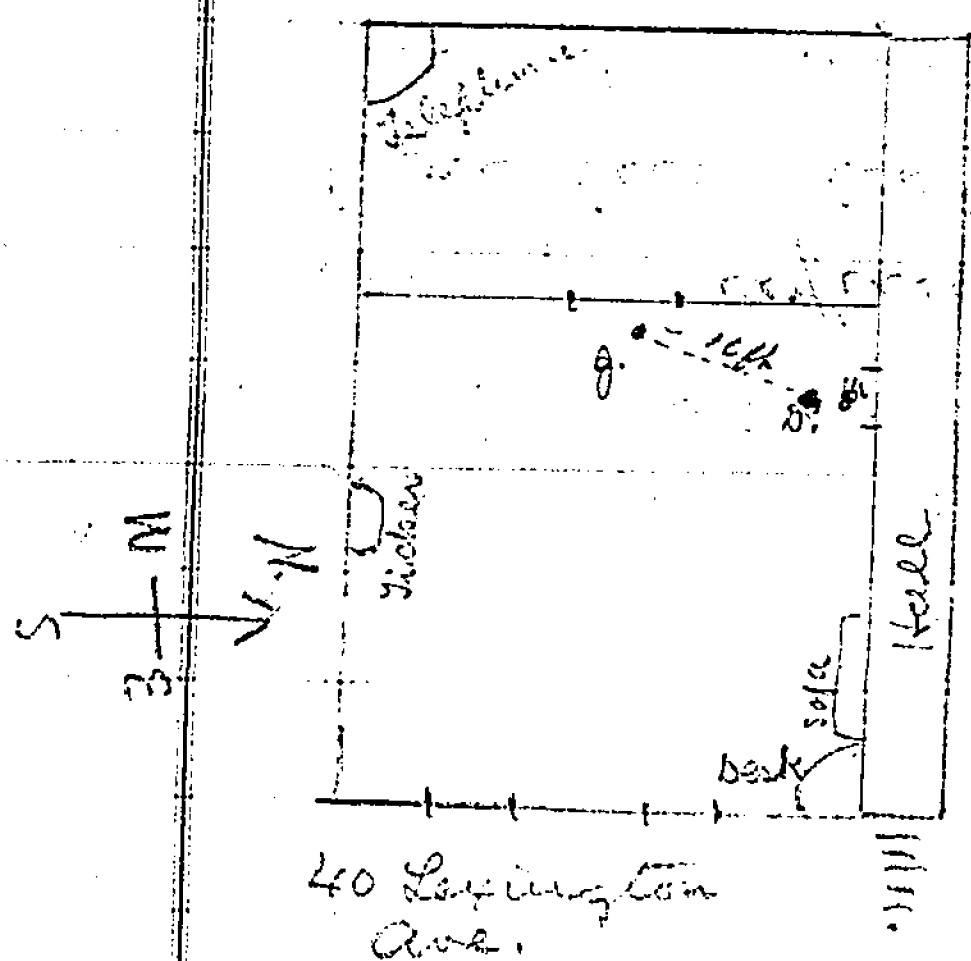
"It would not be necessary". The interview was on Monday afternoon I think I fix it by the advertisement which was published on Sunday. This interview lasted about 1 hour.

During the succeeding week I called on Mr. Carr at 36 Pine Street. Can't fix day. I think it was in the morning.

Oct. 17.

I called in the morning at 40 Lexington Ave. about 9⁴⁵ A.M. ~~the~~ The defendant was there, after greeting me, I took off my things. ~~she showed me how to take down the transactions from the ticker.~~ I then gave her 10 \$5 bills and 10 \$10 bills. She was sitting at her desk and wrote out and gave me my receipt. Nothing was said but she simply gave me the receipt. Then she explained about taking off the quotations from the ticker. Then Mr. Stock came in about 10¹⁵ A.M. I spent the rest of the day at the ticker. About 12¹⁵ M. she gave me exhibit X-2 to copy. I copied it and signed it and laid it on her desk. ~~After that about~~ Before she gave me Ex. X-2, she went out of the room. She had to go out of the room to ring up a messenger. After I laid the

copy on the her desk, in about 15 or 20 minutes, a messenger boy came.



She got up and admitted him. I was standing at the annexed diagram. She handed the messenger boy an envelope. I could see it distinctly. It was an ordinary letter envelope the size below marked.

Envelope size.

It appeared thin and seemed to have no more in it than one ordinary sheet of paper folded. The bills I gave her were not new bills and made quite a thick package. She only gave the boy one letter and told him to take it to 36 Pine Street to Mr. Carr. She did not caution him to be

careful. We were standing as in the above diagram. The door opened into the room from the hall. I remained there the rest of the day until 3 P.M. and nothing more took place. Mrs. Stack remained until remained after I left.

Oct. 18.

Went to 40 Leg. Ave. & spent the day in taking stock quotations. In the afternoon defendant gave me a scrap of paper purporting to be a receipt, signed Alfred Carr. The writing was very irregular and looks very familiar. It looked very much like Mrs. Dow's writing. At the same time she handed me a stock report like those here. I will swear that in my opinion the writing of the receipt was that of Mrs. Dow. It looked very much like it. Neither paper was in an envelope. I read the stock report ~~at~~ out loud and when I reached the line "We leave this day — for your account and risk." I ~~asked~~ asked her "what ~~that~~ does this mean Mrs. Dow?" She said "Oh you are taking no risks you have nothing to worry about, those papers are merely a matter of form. Your money is perfectly safe just as safe as if

it was in the bank." Nothing more was said or done that day.

One day after this was like another only I did not take down the stock quotations more than two days. After that she told me to sit down and read the papers and I did no business for her after that but was there every day up to Dec. 4th. I fix it by its being the Saturday before she was arrested. Frequently during this time I heard her call up on the telephone "518 John", & I think "185 John" also sounds familiar. This was the only place I have ever had any experience with the telephone. She would say is that you Mr. Carr, and then she would give orders for buying or selling stock. She would say for example "Sell 10 St. Paul for Mrs. Stack". I heard her during this time and after Oct 8 give such orders in my name mentioning on different occasions D.L.W. and W.L. The amounts mentioned ^{were} ~~were~~ 10 shares. I have not the letter she wrote me in reply to my mine in response to the advertisement. I gave it up to her at her request on the first interview. It said "Come at once on receipt of this letter

and bring this letter, it will serve as an introduction. By being the first to apply you will secure the place. She had not much time to. The first thing I asked her when I saw her, was if I was the first person to apply, in answer to the advertisement, & she replied "yes". During the time subsequent to the 18th Oct. while I was there on an average 3 or 4 persons a day came in, all ladies. Defendant always took them into the back room and shut the door. There were among them Miss Eaton, Miss Stack W. 15th St., Miss Hassley. On Oct. 22^d I asked her for my money. I said "Can you let me have my money". She said "I am sorry but I cannot let you have it this week. Next Saturday I will give you \$20⁰⁰". During the next week everything went on the same. Miss Hassley came in on Oct. 24th, Monday, I saw Miss H. give her money \$300⁰⁰. I heard her ^(Miss H.) count it out to Miss Dow. and Miss D. took the money. This same thing went on till Nov. 6th, Saturday. I then asked her for your my "salary". She said she could not give me any. I told her "I must have the money".

She replied "you cant have any", "I cant give you any." I said "Mrs Dow when I came here you were to give me \$10⁰⁰ a week for my services and you have not given me anything yet. And I must have \$10⁰⁰ today." She then said "I will give you a cheque for \$5⁰⁰." I said "cant you give me cash". She said "No. A check is the best I can do for you". Then she drew a check on Alfred Carr for \$5⁰⁰ and gave it to me. I took it and then said "Mrs Dow I want my money. The agreement was if ever I felt dissatisfied I could have my money back, the money I first gave you." I specified the amount \$100⁰⁰. I said "I am dissatisfied. I cannot afford to come here unless I am paid my salary every week." Then she got angry and said "You cannot have your money until I sell your stock." I told her that was not the first agreement. She replied "I dont care anything about the first agreement. You have no patience you must wait." Next Monday I came back and continued at the in the same way. On Tuesday Nov. 23^d, I was very downhearted and

Mrs Dow asked me "What is the matter Mrs Johnson?" I replied, "the matter is I want my money and you tell me I can't have it until you sell the stock." She replied "Well Mrs Johnson I will let you have your money." I jumped up and said "What immediately?" and she answered "Oh, so! you can't expect that, as I don't keep a bank here." I said "How soon can I have it?" She replied "This is going to be a broken week. I won't give it to you this Saturday coming but Saturday week, without fail I will return your money." I then turned to Mrs Steek and Miss Hassley and said "Ladies you hear what Mrs Dow says, she promises to return my money?" They both said they were very glad. Then Mrs Dow said to me "You poor little thing did you think I was going to keep your money. Didn't I tell you from the first your money was perfectly safe with me." I said "Yes Mrs Dow I remember very well our first agreement, but you know part of it has not been kept." During that day Mrs Dow repeated a number of times

"Have you been worrying about your money? Did you think I could be so unprincipled after the promises I made." I told you your money was perfectly safe the first day you gave it to me and it is just as safe now." Then she repeated that I should have it without fail. Things went on the same until Dec. 4th. All the time I was there Miss Hassley and Mrs. Stack were there every day. Came about 10 A.M. and stayed until about 3 P.M. On Dec. 4th I was there and a little after 12 M. Mrs. Dow came to me in the middle parlor (After Thanksgiving 1st Monday she had moved to 165 West 23rd St.) I said "Mrs. Dow I am waiting for you." She said "Waiting for me? What for pray?" I replied "For the money you promised to give me today" (Mrs. Stack was present through all of this interview except the last few words.) Then she sat down, opened a book and began to figure on scraps of paper. Then she said "Now Mrs. Johnson, I can't give you that money." I said "Mrs. Dow what do you mean?" After the promise you made me less than

two weeks ago in the presence of Mrs. Stock
and Miss Hassley. "Independent of our
first agreement though only verbal
it should be held sacred." She said "I
don't want any of your preaching"
Then I begged and entreated her to
give me the money, that I had a
little boy and not to have it would
deprive him of great many things.
She said "The rule in this world is to
look out for No. 1. I will keep your stock
for you." I said "I don't want any
stock. I never wanted any stock." I
didn't come to you to deal in stocks. I
came to you for a position at \$10.00
weekly with the understanding that
I should have my \$150.00 whenever I
wished it and I am in great need of
it today." She said "There is no use of
talking Mrs. Johnson, it will have no
effect." She then repeated that she
would hold the stock but that she
would not give me the money, she
would not take it out of her own
pocket." I said "How could you lie to
me so Mrs. Dow?" ^{"She said 'You were very easily gulled'."} ^{"I said then"} Your representations
at first were so different. There was
no talk then of my money being

Dec 5th.

Dec. 6th
Monday.

tied up in stocks". She said "well it is
 now and you will have to wait
 until your stock is sold before you
 can expect your money." Then
 she finally gave me a check for \$7⁰⁰
 on Alfred Carr and I went away.
 I went back with my mother ^{on Dec. 6th} and
^{Monday} again demanded my money.
 During Sunday I had investigated
 Mrs. Dows character and learned about
 the Wilson affair. I then returned to her
 her check for \$7⁰⁰. I told her about the
 Wilson and Linton cases and
 upbraided her for her conduct. I
 said "Mrs. Dow you have just come
 out of prison and why did you not
 lead a better life when you came out"
 She replied "I am inside of the law
 now and perfectly safe. If I don't
 choose to return you your money I
 can't be made to." Her mother
 then came into the room and
 threatened to expose her there in the
 house. Then she finally sat down
 and drew up \$8⁰⁰ and gave it to me.
 I then went to Mr. Carr. Then we
 came back and she gave us a
 check on Mr. Carr for \$145⁰⁰ on

Tuesday
Dec. 7th

condition of my signing Ex. N^o 4. I took both away with me.

We had the interview at which Mr. La Touche & Shelly were present. At this interview she said "She ~~has~~ "Mr. Can advised me not to return you your money. I said I won't pay you a cent on that check." Then I went to Police Headquarters.

Dec. 8th

I went to Jefferson Market and I was told there by Detective Mr. Mauns to give up the check to Mrs. Dow. I then went to Mrs. Dow and gave her the check. She said nothing.

My intention was to loan Mrs. Dow the money, under the agreement that it was to be as employed that it should not be exposed to any risk. My idea was that she was to use the money for her own use and profit and to return it to me on any Saturday night that I wanted it.

1-14-88.

District Attorney's Office
City & County of
New York

January 12th, 1888.

Mrs Clara A. Johnson.

Dear Madam,

There was one point in the examination yesterday that I failed to make a note of and I write you to see if my ~~examination~~ recollection of it is correct.

In reference to what you thought Mrs Dow was going to do with your money, I understood you to say that you thought she (Mrs Dow) was a very smart business woman and could use your money in some profitable way without exposing you to any risk of loss and that she wanted the money to use in such a way and you gave her the money understanding that she should use it as she saw fit. I am right in this? Please say

Yes.

consider this matter carefully and
answer me at your earliest con-
venience. Tell me just what you
thought Mrs Dow was going to do
with your money when you gave
it to her, and what you intended
she should do with it. Please
return me this letter as I write
in haste that I cannot
take time to make a copy and
I might not understand your
answer if I did not leave
your question before me.
Please let me have your answer
as soon as possible.

Very truly

Wm Francis Lewis

And you expected to get was your
saying was it not? If there was any
profit from the use of your money
you thought Mrs Dow would get
that did you not?

wfl

I did not think anything
at all about profit.

People
r.
Maine Dow }

Alfred Carr.

On Oct 17th 1887 in the morning
~~I~~ about 1 P.M. I received a
letter like Ex N^o 2. signed by
Mrs J. Simon in the envelope
with the letter was \$ 150 ⁰⁰/₁₀₀.
After that from time to time
orders were given over the
telephone to my clerk and sent by
him to the board to be executed.
The clerk's name is Rudolph
Simon, 36 Pine Street. The broker
on the board who executed the
orders for our firm was
Charles N. Wilkinson, ^{36 Pine St.} He is a
partner with me. He attends to
the board business. The accounts
or statements of stock transactions
shown me are in the handwriting
of my bookkeeper Rudolph Simon
and Henry Green assistant
bookkeeper. The heavy handwriting
is that of the bookkeeper. In the
statement dated Dec. 9 1887 the

names of the brokers on the back of the statement are names of brokers who are members of ~~the~~ consolidated Stock and Petroleum Exchange. The money when received from Mrs. Johnson was I think in the form of 7 or 8 bills more over \$20 I think. The first I knew of anything wrong was on the evening of Dec 7th 1887 when Mr. La Touche called at my house and told me his wife had been arrested and wanted me to go down and ~~intercede~~ ~~testify~~ for her. I told him I would not. He insisted on me to recommend him to a lawyer. That was not my business &c. I then thought that the woman was wrongfully arrested. The next day I ordered all the accounts in the office which had come from Mrs. Dow to be closed. I am mistaken about this. It was the morning of the day she was arrested that I ordered the accounts closed. Mrs. Johnson's visit was the occasion of my ordering the account closed.

Alfred Carr

Mrs. Has been nearly 9 years at 36 Pine Street dealing in commercial paper and doing a

POOR QUALITY
ORIGINAL

0582

banking business. Latterly I added the
brokers business.

Jan'y 13th/88 WJL.

0503

New York,

My

Sir: We have this day *Sold* for your account and risk.

On all marginal business, the right is reserved to close transactions when margins are running out, without giving further notice, and to settle contracts in accordance with the rules and customs of the Exchange, at the place of contract.

0504

C. N. WILKINSON,
Member ~~Consolidated~~ Stock Exchange

New York *W. H. A.* 188

Mr C. A. Johnson N.Y.

We have this day *Eight* for your account and risk.

QUANTITY.	DESCRIPTION.	PRICE.	BROKER.
20	M. N.	105 7/8	H. and Prind

On all marginal business, the right is reserved to close transactions when margins are running out, without giving further notice, and to settle Contracts in accordance with the rules and customs of the Exchange, at the place of contract.

0505

~~TELEPHONE CALL, "JOHN 185":~~

New York, 10/10 188

Dear Sir :

We have this day Sold for your account and risk.

QUANTITY.	DESCRIPTION.	PRICE.	BROKER.
10	MU.	46'8	Vanderhoff.
10	MU.	106 ³⁴	Moon

On all marginal business, the right is reserved to close transactions when margins are running out, without giving further notice, and to settle Contracts in accordance with the rules and customs of the Exchange, at the place of contract.

POOR QUALITY
ORIGINAL

0586

Mrs. Ellen A. Johnson

New York, Dec 9 1887

IN ACCOUNT WITH ALFRED CARR & CO., BANKERS & BROKERS,

36 PINE STREET.

Dr.

Cr.

1887	DATE	INTEREST	COMMISSION	TOTAL	DATE	INTEREST	COMMISSION	TOTAL
Oct 18	To 20 N.Y.	105 1/2 #2		21 20	Oct 17	By Cash		50
Nov 10	" 10 "	112 1/2 #6		11 23 75	" 17	" 10 N.Y.	105 1/2 #1	11 25 50
" 16	" 10 W.W.	80 1/2 #7		80 3 75	" 19	" 10 "	106 1/2 #3	0 06 25
" 16	" 20 D.L.W.	133 1/2 #8		13 36 75	" 25	" 10 W.W.	76 1/2 #4	1 00
" 17	" 10 N.Y.	43 1/2 #9		43 6 25	" 25	" 10 N.Y.	106 1/2 #5	0 02 50
" 21	" int on 20 D.L.W.			15 6	Dec 7	" 20 D.L.W.	130 #10	12 48 75
" 21	" " 10 N.Y.			94	" 7	" 10 N.Y.	39 #11	3 88 75
" 9	" Cash			250	" 1	" Balance		56 25
" 10	" "			5				
" 28	" int on 20 D.L.W.			15 6				
" 28	" " 10 N.Y.			94				
Dec 5	" " 20 D.L.W.			15 6				
" 5	" " 10 N.Y.			94				
				583 5				583 5
Dec 9	To Balance			56 25				

POOR QUALITY
ORIGINAL

0587

Trucks and equipment purchased

Oct 15 2000 1000 105 1/2 Honigman Bros
Nov 16 1000 112 1/4 H. B. Foster
" 16 1000 100 1/4 E. B. Blundell Jr
" 16 2000 133 1/2 G. B. M. Co.
" 17 1000 43 1/2 S. R. Phillips

Trucks to whom sold

Oct 17 1000 105 1/2 Wyse Bros
" 19 1000 76 1/2 B. C. Vandenberg
" 19 1000 106 1/4 W. R. Moon
" 25 1000 106 1/2 H. C. Richardson
Dec 7 2000 130 1/2 L. L. Moses
" 7 1000 39 1/2 J. F. Davis Jr.

1/2

POOR QUALITY
ORIGINAL

0500

COURT OF GENERAL SESSIONS.

THE PEOPLE, &c.

vs.
William L. Dorr,
alias &c.

on Complaint

of
Charles P. Johnson.

Grand Jurors 2d degree

BRIEF OF FACTS.

and
Memorandum

For the District Attorney.

Dated *January 29th* 1888.

Wm. Havers Jerome

Deputy Assistant.

POOR QUALITY
ORIGINAL

0589

STENOGRAPHER'S MINUTES.

2 District Police Court.

THE PEOPLE, &c., IN COMPLAINT OF

Clara A. Johnson

Maria L. Johnson vs. Idem

BEFORE HON.

James H. Patterson

POLICE JUSTICE,

Dec 9

1887

APPEARANCES:

For the People, Mr Lindsay

For the Defence, Thomas J. Gray Esq

J. Stone Esq

188

INDEX.

WITNESSES.

Direct Ex.

Cross Ex.

Re-Direct.

Re-Cross.

Clara A. Johnson

1

Charles B. M. Mann

58

Ernest Greenie

60

Valerius L. Crosby

Official Stenographer.

POOR QUALITY
ORIGINAL

0590

2 DISTRICT POLICE COURT.

THE PEOPLE,
ON COMPLAINT OF

Clara A Johnson
vs.
Maria L. Dow

Examination had December 9 1887
Before Jacob M. Patterson Police Justice.

I, Watkinson L. Crosby Stenographer of the 2 District Police Court, do hereby certify that the within testimony in the above case is a true and correct copy of the original Stenographer's notes of the testimony of Clara A Johnson
Charles B M. Mann, Emma Greene
as taken by me on the above examination before said Justice.

Dated Dec 12 1887.

Watkinson L Crosby
Stenographer.

Police Justice.

Police Court
Second District

The People vs
Clara A. Johnson
Marvin L. Dow.

Examination Before Justice Gorman
December 9 1889

For the People John D. Lindsay, Asst Dist. Atty.
Defendant E. Senator Grady

Clara A. Johnson The complaining
witness being further examined
as a witness for the People
deposes and says: My name
is Clara A. Johnson. I live at
156 East 84th Street. I know
the defendant

Q When did you first meet her?

A On Monday the 17th of October

Q State the circumstances under
which you met her?

A I met her through an adver-
tisement in the Herald which

is as follows:—

\$300—LADY WILLING TO INVEST THREE
hundred dollars can have permanent employ-
ment in office daily, ten to three o'clock, and twenty dol-
lars weekly. RELIABLE. 240 Herald Uptown.

Q In answer to your reply what did you get?

A I received a letter telling me to go to 40 Lexington Avenue; that the party writing the letter did not have much time to spare - to come and everything would be explained. I called down on the receipt of the letter.

Q When did you see it?

A It was on Monday October 10 - I made a mistake when I said I first saw her on the 17th - it was on the 17th that I paid her the money. It was on Monday the 10th that I went to 40 Lexington Avenue in answer to the advertisement.

Q What conversation occurred between you and the defendant?

A Well, I went in the parlor

is as follows:-

\$300 - LADY WILLING TO INVEST THREE
hundred dollars can have permanent employ-
ment in office daily, ten to three o'clock, and twenty dol-
lars weekly. RELIABLE, 248 Herald Uptown.

Q - In answer to your reply what did you get?

A - I received a letter telling me to go to 40 Lexington Avenue; that the party writing the letter did not have much time to spare - to come and everything would be explained. I called down on the receipt of the letter.

Q - What day was it?

A - It was on Monday October 16 - I made a mistake when I said I first saw her on the 17th - it was on the 17th that I paid her the money. It was on Monday the 10th that I went to 40 Lexington Avenue in answer to the advertisement.

Q - What conversation occurred between you and the defendant?

A - Well, I went in the parlor

I had the answer to the advertisement in my hand. The first thing she requested me to return her answer and I did so.

Q So on and give the conversation?

A Then I asked her what the position was. She said it was to be light the first week.

Q What did she say to you in regard to the money?

A I asked her if it would be necessary to give the money - if I could not have the position without giving the money - as I was very short of money. She said no I must give this money. I told her that I could not get \$1300, that I did not have that much to spare; that if I had ten dollars a week salary it would be acceptable. She said that \$150 would give ten dollars a week salary.

Q Did she tell you what she gave

the ten dollar a week salary
for?

A I asked her if it would be
necessary that I should give
the money? She said I should;
that she would put it on deposit;
that there would be no risk;
that I could not possibly
lose my money; that there was
no danger; that when Saturday
night came if I should wish I
could draw my money and put
it in on Sunday morning it
would be all right. I told her I
would think over the matter and
I did so. I thought it was a
very good chance to make ten
dollars a week. I was merely to
take down stock quotations.

Q You left her after that
conversation?

A Yes, Sir. I left her.

Q When did you next see her?

A Was that the time you gave her
the \$150-?

A Jas: That was on Monday the 17th of October

Q What did she tell you on that occasion?

A That is the occasion that she told me when I asked her for reference she gave reference to Alfred R Carr.

Q This interview is subsequent to the interview of Oct 10 - Had you accepted her offer?

A It was on the 17th of October when I gave her the money. The day I paid her that money I considered that I was employed. I was to have \$10 weekly.

Q You paid your money not for the purpose of investment?

A No Sir: it was not for that purpose.

Q For speculation?

A Not speculation: I knew nothing about speculation. She said she would put the money

in Mr Carr's hands

2 The money was to be perfectly
free for you to control it?

1 The money was to be perfectly
free and on Saturday night
I could draw it, and put
it in on Monday morning. It
seemed so fair that I did
not think it was possible to
be wrong.

2 Look at this receipt - is that
a paper she gave you?

1 That is the paper

New York Oct-17/87

Received of Mrs C A Johnson
One hundred & fifty dollars
which I have this day deposited
with Alfred Carr & Co. Bankers
in credit of Mrs C A Johnson

Marion L Don

E W 1 Dec 9 1887

6/2

2 Go on and tell what happened?
A Well, before she received the money I went down to her reference Alfred R Carr. When I saw Mr Carr first and mentioned Mrs. Dow, he smiled very pleasantly. He said "Come into my private office. I asked him if he knew Mrs Dow. He said "Yes"; that he had done business with her; that she was a very smart woman. I told him that I had answered her advertisement for my position and asked if he considered her responsible to place my money with her. Then I considered that was reference enough for I had no more given to me. Then on Sunday October 17 I gave \$150 to defendant and received that receipt. Shortly after I wrote that letter. I received that letter from Mrs Dow telling

me to copy it and I did so.
2. Sh. gave you this letter and
told you to copy it? And
sign your name to it and you
did so?

A And I did so. The letter is as follows: -

40. Lexington Jan
Oct 17th 1852

Mr Alfred Carr
36 Pine St

I send you with this note
one hundred & fifty dollars
please place the same
to my credit for the purchase
of stock in stock. I shall
give my orders on stock from
New York ~~of~~ ~~the~~ ~~same~~
Please send my stock
receipts at once if New York.

W 2 Dec 8 1143
02

Q You supposed you were writing
A No Sir. I did not think of anything. I copied it.

Q You never intended that your money should be used to deal in stocks?

A No Sir. I was told that there was no risk to be taken.

Q What happened after that?

A I think that is all. I considered myself employed when I gave her the money. I received five dollars only. I demanded my money repeatedly.

Q She never gave it to you?

A No Sir.

Q When you demanded your money what did she say?

A She told me that she would sell the stock. I thought there was no use. I reminded her that the money was not given to her to be invested.

Q Did you get your money back?

A No Sir.

I did she, Mr Don, or Mr Le Fouch,
offer you money in settlement of this
matter!

A she gave me an order on
Mr Carr, I took it down
down, but, he would give me
no satisfaction about it. This
is the letter that she gave me
to Mr Carr:

165th to 23rd St

Dec 5-87

Mr Carr

Will you do me
the favor to transfer
to my account the 10 shares
of S.E. and 10 shares of L & Co
and give Mrs Johnson
the \$150. which she
gave as margin on her
account & I will pay the
same to you as Mrs Johnson
is about leaving the city -
very truly
yours

Marion L Don
has the \$5. which she
has already drawn

Mr L Don
No 3 Dec 9 1887

Q Did you go down to see Mr Carr
A Yes Sir.

Q What happened at Mr. Carrs
Office:

A I went down to Mr. Carrs
Office accompanied by my
mother. I saw Mr. Carr and
handed him the letter. He kept
me for a few minutes and
returned, and whatever it was
he said to me I could not
understand. I asked him to be
kind enough to repeat it. What
he said - He refused to do it
I said I must understand it:
that I have been sent down
for the money. He said that
Mr. Dow could explain to
me further. I asked if I
could use his telephone
to send a message up to Mr
Dow and he refused. Then
I returned to Mr. Dow. Then
Mr Dow gave me a check
payable on the 12th of this month

on condition that I would sign
a paper. I refused to sign
that paper, because I knew
that it was not true. There
was nothing said there about my
ten dollars a week. This paper
was as follows:

New York Dec 5th 87
E. M. 4 Dec 9 1887

I have this day given to
Clara A. Johnson my check
for \$145.00 made payable on
Dec 12th. This check is given
in return for \$150.00 which
Clara A. Johnson paid to the
Banking House of Alfred Cass & Co
on Oct 17th for the purpose
of dealing in R.R. Stocks which
Stocks were on the N. Y. & E. and S. L. Co
have been traded in for her account
& she now holds 10 S. E. & S. L. Co at 43 $\frac{1}{2}$ and
10 full shares of S. L. Co at 133 $\frac{1}{2}$ &
the market price today is several
points below the price paid
by Mrs. Johnson. Giving this check
as I am sorry for her loss & she
reigns her right in S. E. & S. L. Co
to me. Above mentioned check
is now held in Mrs. Johnson's

on condition that I would sign
a paper. I refused to sign
that paper, because I knew
that it was not true. There
was nothing said there about my
ten dollars a week. This paper
was as follows:

Warrant in the Bankruptcy
of Alfred C. C. & Co.
Five dollars of the
\$150. is paid the C. & Co. of
Mrs. Johnson has been already
paid her.

That was what I refused to
sign. There was some things in
it that I did not like.

Q What were they.

A Where she mentioned that I
was to trade in stocks.

Q It was on that receipt?

A- She said that I should take the
paper and sign it and she
would let me have the check. I
told her I would take the paper
home and read it over carefully.
I never knew that I was in ^{stock} trading
and I would not sign my name
to it. The next morning I asked
her if she was not willing to take
that check and make it payable
on the 1st instead of on the
12th; that I wanted to go
away. She at first refused
me and then told me to call
again at 3 o'clock, when she
would give me an answer.

I called at 3 o'clock with my
mother. I went in the back

room. Mr. Dow was there, and Mr. La Touche and a gentleman that was introduced as Sheriff Shelly. Then Mr. La Touche commenced to talk to me. I said to him "I have nothing to say to you; my business is with Mr. La Touche. He then asked me why I did not demand my money from Alfred Carr? I said "I did not give my money to Alfred Carr. I gave it to Mr. La Touche. Then Mr. La Touche put his hand on the door and demanded the return of the check. I told him I did not have it in my possession. Mr. La Touche said "Her mother has it" I felt frightened then and was glad I did not have it. Then Mrs. La Touche said, "I would not give you a cent for it. I will stop payment." Then I left the room. That was all.

2 What was done the day after that?

A. Then the next day I returned
her the check and asked her
then for my money. I asked
her the second time and then
left the room and I have not
seen her since except in court
when I left her house Mr.
La Touche ^{threatened} to have me
arrested. Then I went right down
to Superintendent Murray and
stated the case to him.

Cross examined by Counsellor Grady

Q. Go back to Oct 10 your first
interview with Mrs Dow, and give
us your conversation with Mrs Dow.
A. I told her I had been out
of employment a long time; that
I was very anxious to get \$20
weekly; of course it would be
a big sum; but, I could
not get \$30 her advertisement
asked for. I asked if \$150
would do? I said I would

rather give nothing if I could
get some business without
having to pay for it. She told
me no. That I would have to
get the \$150. She first
urged me to get \$300,
I told her I could not; that
I would give her \$150 and
asked her what was to be
done with that sum. I
looked around and did not
see any indications of business,
I saw the stock indicator. I
saw that, but that was a
mystery to me. I asked what
the business was. She said
she was trading in stocks,
she told me that my money
would be placed in stocks,
but not at my risk. That
was about all the money I
owned in the world. She
talked a great deal. She
held up to me the impression
that if I gave her that money

I was to have ten dollars per week.

Then she referred me to Mr. Carr.

Q At the time of that first interview with Mr Carr was anything said as to why this \$300, or \$150 or any sum of money was required to be paid?

A No. That was not thoroughly explained.

Q Was there any one present at that interview?

A Later in the day there was some one came in, while I was there another lady called in answer to an advertisement.

Q Was the conversation with the second lady who answered the advertisement in your presence?

A Yes Sir

Q In your hearing?

A Yes Sir

Q Well; what was the conversation?

A Very much the same as she had stated to me; only she

did not make her an offer of a place as she did to me. she did not specify it in the same way.

Q How did she explain this advertisement?

A The second lady came in and asked, the same as I did, what the advertisement meant? Then Mrs Dow told her to give \$300 and she would have \$20 weekly and that for \$150 she would have \$10 weekly.

Q Did she explain to the second lady how she was to work?

A She did not say anything about her having to take down stock quotations that she did to me. That was the only difference. She was going to get the same salary.

Q She spoke to the second lady about getting return for

her money without mentioning salary?

A of that I am ^{not} positive of
I am not positive of that
most of the conversation was
exactly the same... She said
that about the money: That she
could have her money out at
on Saturday night and return
it on Monday morning: That
the money would be perfectly
safe - as safe as if it
was in a savings bank.

Q Did she explain to the
second lady as to the business
that this weekly return of
money was to come from.

A No, Sir.

Q Did she say anything to
her that the money was to
be put up as a margin for
stocks?

A There was nothing said
about margin that day.
There was nothing said

about money until after I
had given my money.

Q - Nothing said to you - was
there anything said to the
other lady?

A Not so far as I can remember.

Q You asked for reference?

A Yes Sir

Q She referred you to Mr. Carr?

A Yes Sir

Q You had an interview with
Mr. Carr?

A Yes Sir.

Q Did you ask Mr. Carr about
the safety of stock transactions?

A No, Sir. I asked him how
long he had known Mr. Carr
and if she was a perfectly
responsible woman - and I
felt I was doing her a
wrong to ask.

Q You did ask?

A I did; I asked him He
said I have known her for
some years and she is a

very smart woman.

Q What did he say as to her responsibility?

A I said "I am going to place my money with her for a position: do you consider it perfectly safe. Those were my words so far as I can remember. That was all the interview."

Q What did he say?

A He said she was a smart woman. That is about all. I can remember.

Q He did not say she was responsible?

A I do not know whether he said that or not. I think I asked him if he would consider it safe to place my money with ~~her~~ her. I think his answer was yes.

Q Then you went back to Mrs. Dow?

A Yes,

Q Now about the 17th of October,

A I think on that day I thought I had now enough ^{information} of Mrs. Dow to give her the money.

Q What was that information about?

A It was the reputation of the office.

Q Did you tell Mrs. Dow that you had seen Mr. Carr?

A Oh yes; and when I first saw her I told her that Mr. Carr spoke very nicely about her.

Q Did you tell her that you had spoken to Mr. Carr about stock transactions?

A No; of course not. I had not spoken to him about stock transactions.

Q Did you say to Mrs. Dow or Mr. Le Touche that Mr. Carr had said that some people were lucky and made

a great deal of money by
stock transactions and that
sometimes they lost a great
deal of money.

A. W. Sir

Q. Do you mean that during
your conversation with Mr.
Carr nobody made that
remark at all?

A. W. Sir: I am sure that
that remark was not made.

Q. What about her depositing this
money, as you say, to give you
employment?

A. I told her that I would come
and let her have the money
and then I was going to leave
that position. That is the
way I thought.

Q. You came on Monday?

A. Yes Sir. On Monday about
quarter to 10.

Q. And let her have \$150?

A. Yes Sir

Q. Was there any one present

at that time?

A I think there was a lady
that gave \$150 at the
same time.

Q Was that money, in your
presence placed in an
envelope and sent by a
messenger boy to Mr. Carr?

A The messenger boy was sent
for, but I do not see the
money put in the envelope.
I did not see that part.

Q It was at the time that
you gave her the \$150 that
~~you or she~~ submitted that
draft

A W. A. - first gave me my
receipt before she gave
me that - that was some
time after the same day.

Q You gave her \$150 and
he handed you the receipt
marked E. W. 1 Dec 9 07?

A Yes Sir

Q How long after you gave

he this \$150 and she gave
you the receipt Ex. 1 and she
hand you this marked Ex 2
Dec 9 1895 of?"

A She gave me that as nearly
as I can remember, - it must
have been after lunch. I
gave her the money and it
was some time after that she
gave me this to copy.

Q As near as you can state?

A We will say as soon as a
bit from lunch that she gave
me this and told me to
sit down and copy it and
sign my name to it, and
I did it

Q Was that before or after
1 o'clock?

A It was not very late -
it must be about 12 o'clock

Q Between 12 and 1?

A I think it was. I cannot be
positive. It was a long time
after I had given the money

Q You did copy the letter?

A Yes Sir

Q You signed it?

A Yes Sir, and signed my name to it.

Q The other lady who was there copy a similar letter?

A I think there was a lady writing there

Q You do not know whether it was the same kind of a letter?

A I do not know anything about her letter

Q These letters were subsequently given to a messenger boy?

A I think so. The boy was sent for and something was given to him.

Q A package?

A Yes Sir

Q and an answer returned?

A Yes Sir

Q And handed to Mrs. Dow?

A I do not think he handed

See anything at all when he came back.

2. Will you try and refresh your memory, did he not hand her a receipt from Mr Carr for the money?

A. No Sir. The receipt did not come until the next day. It did not come until the next afternoon.

2. Did not the boy return with a receipt for the other lady and without a receipt for you and did not Mrs Dow go to the telephone and in your hearing send a message to Mrs. Dow Mr Carr that Mr. Johnson's receipt had not come up and did she not get an answer that your receipt for the money was lying on the desk down there and would be mailed, and did you not receive your receipt from Mr

Came on the next day. Was
not that the transaction?

A I don't remember that.

Q The same day you paid the
\$150?

A I remember the boy coming
back and he stood by the
door. He did not leave
anything. I do not think he
landed the box anything.

Q Don't you remember the receipt
being handed to the other lady?

A No Sir: I do not remember
that.

Q Don't you remember?

A It seems to me that: the
next day we both got
receipts at the same time as
near as I can remember.

Q Try and recollect the best
you can.

A I will do the best I can.

Q Did not Mrs. Dow on the
boy's coming back, in your
presence, open an envelope

and hand the other lady a receipt for her money, from Mr. Carr, and a stock statement, and hand you a stock statement similar to the one now shown you and explain that your receipt was not in the envelope and then go to the telephone and inquire about it and give you an answer that came from the other end of the telephone that your receipt would be mailed?

A I received nothing that day. It was the next day I received the receipt

Q Did you not receive a stock statement like that the same day.

A No sir; nothing that day.

Q The next day you did receive the receipt?

A Yes sir

Q The next afternoon?

A It was about three o'clock.

Q Have you got that receipt?

A No Sir. I did not care anything about it. I thought I should get the money from Mrs Dow.

Q You have not got it?

A No, Sir.

Q Did you receive a Stock Statement the next day?

A I think I did receive it the next day.

Q Have you got that Stock Statement?

A I have not got it here.

Q Have you got that Stock Statement you refer to?

A I think I have.

Q Did you have to number how many altogether?

A About six I guess.

Q Was that issued purporting to sell 10 shares of North-west?

A It was for selling I believe. It was that reading of the

Leading on the first day that
aroused my suspicion because
the leading said "at your
own risk"

Q Upon reading the leading?
A The leading of the receipt that
I got, because it said "you
buy or sell at your own risk."

Q That was your statement?

A My statement

Q That said "at your own risk?"

A Yes Sir.

Q Did you speak to Mrs.
how about it?

A No; I did not say anything
at all.

Q Was that purchase of North West
made under your direction?

A No Sir.

Q Did you have anything to say
about it?

A No Sir

Q Was anything said to Mrs
La Fouché when you received the
statement?

A Yes. when I received the statement she handed it to me she said that was the receipt for the stock she had purchased for me. then I said nothing more.

Q Were you in the office every day?

A Every day from 10 to 3. I never went away. I was always there; every day.

Q Did you take down stock quotations?

A The first day

Q Subsequently

A No; I did not think it was any use. The second day Mrs Dow told me to keep away from the ticker. She said "Go sit down"

Q Did you say anything to Mrs Dow when she told you to keep away from the ticker?

A No. I did not. I went and sat down in a rocking chair and did not say anything. It seemed

queen but. I did not say anything.

Q You did not discuss your
employment to take stock
quotations off the ticker.

A W: Yes.

Q Did you have transactions in stocks
that you were in and have a
profit of two dollars and a half?

A He gave me five dollars.

Q I am speaking about \$2 1/2?

A I never received only five dollars.

Q Did you draw a check or Cash
for \$2.50 profit on your transaction?

A Five dollars is all I got.

He gave me a check for \$5-

Q I am speaking of an entirely
different transaction. Do you
remember of drawing a check?

A No; it was nothing only one
bill handed me.

Q You did not draw a check for
two dollars and a half?

A W: Five dollars.

Q Recall the 9th of November
do you recollect of drawing a

- queen but. I did not say anything.
- Q You did not discuss your
employment to take stock
quotations off the ticker.
- A No Sir.
- Q Did you have transactions in stocks
that you were in and have a
profit of two dollars and a half?
- A He gave me five dollars.
- Q I am speaking about \$2 1/2?
- A I never received only five dollars.
- Q Did you draw a check or Cash
for \$2.50 profit on your transaction?
- A Five dollars is all I got.
He gave me a check for \$5.
- Q I am speaking of an entirely
different transaction. Do you
remember of drawing a check?
- A No; it was nothing only one
bill handed me.
- Q You did not draw a check for
two dollars and a half?
- A No; Five dollars.
- Q Recall the 9th of November
do you recollect of drawing a

check for \$2 1/2

A No, Sir, I am sure I should remember it if I had.

Q You do not remember it?

A No, Sir.

Q Did you not draw a check on Carr for five dollars?

A Mr Dow gave me a check for five dollars - and I gave her my check for five dollars.

Q You know Alfred Carr personally?

A Yes Sir

Q You say that you have some recollection of the 17th of October which was the day when you deposited this money, that ten shares of North West were sold; that you received from Mr Carr the next day, through Mr Dow, a statement that ten shares of North West had been sold to you account at 105 3/4. Do you remember that?

A Not that first day; not until I received the receipt the next day

- Q Notice that on the previous day the transaction had taken place; do you remember two days after receiving a statement, or some kind of a statement that ten more shares of North West had been sold for your account at 106 $\frac{3}{4}$, and the Western Union at 76 $\frac{1}{8}$.
- A I remember the Western Union at 76 $\frac{1}{8}$.
- Q Don't you remember that there was some transaction with 10 North West at 106 $\frac{3}{4}$?
- A That I cannot remember anything more than Western Union; not that I had bought anything else.
- Q Do you remember that on Oct 25 you had a statement of North West stock sold for your account at 6 $\frac{3}{4}$?
- A I cannot remember about that.
- Q They told you that there was these transactions in stock?
- A I would not be sure. I cannot tell how many.

Q Were there not ten transactions in stock?

A I was in Western Union, I was in Lackawanna, and North West, and New England

Q Now on the 22nd of October you had been at the office for a week?

A Yes. It must have been from the 17th to the 21st.

Q What was said to you respecting any salary?

A I was to receive \$10 weekly and I remember was told I would get \$20 the following week to make up for not having the \$10 ^{that} on Saturday.

Q On Oct 29 there was due you \$20?

A Yes Sir

Q What was said on that day by you?

A Why I think I demanded from all my money about that time and was told I could not

have any until it was taken out
of stock.

Q As early as that?

A I think I did the ^{third} first
week.

Q As to the 29th of October?

A I do not believe I said
anything until it may be
Saturday I asked for five
dollars to pay my board.

Q Answer the question.

A I cannot remember that
Saturday. I do not think I
asked any salary, I did not
think it was worth while, I had
been put off.

Q Put off several times?

A Yes, Sir

Q The first money you asked for
was your salary on the 22^d of
October which was the first
Saturday after your employment
the next demand you made for
money was when?

A I cannot remember exactly

when it was.

Q You were promised \$20 ^{to be paid} on
the 29th?

A Yes.

Q Did you ask for the \$20 on
that day?

A I do not think I did - No
sir. I do not think I did.
I only asked for my salary.
It was useless to ask for it
after that.

Q Do you remember the 29th - do
you remember ~~the~~ asking for
your salary on the 29th?

A Yes I do. I asked the second
salary when the \$20 was
due.

Q What was said then.

A I was told I would have
to wait until I had a profit
on ~~the~~ ^{my} stock.

Q After that you did not ask
for your salary?

A I knew I had to wait.

Q Allow me to ask you if at

any time when you asked for salary anybody was present?

A Oh I think there must have been — No — I went in the back room — I was ashamed to ask — I went in the back room and asked for it. — They had two rooms there you know.

Q During the day there were other ladies in the office?

A There were two other ladies one when I went in the same day I had given the money and one when I came in later.

Q Did you discuss the purchases and sale of stocks with those ladies?

A Not for the first few days.

Q Did you after that talk?

A After that: Yes since we talked.

Q Did you speak of stocks that you were involved in?

A Yes: I guess I did. — Yes.

Q Did you at any time, or in

any way give either of those ladies the idea that you were a customer.

A. I told one of the ladies that I had gone there for a position and was going to have ten dollars a week.

Q. You did tell her?

A. Yes.

Q. When was that?

A. I cannot remember exactly. I suppose it must have been while we were together in business hours.

Q. The day?

A. I do not remember.

Q. Was it the first week?

A. I guess it must have been the second week.

Q. Which one of the ladies was that?

A. The one that went in with me on the same day.

Q. When was it that you demanded all of your money?

A. Three weeks ago - or frequently that I can't remember.

Q Three weeks ago?

A More than that I guess. It was Tuesday of Thanksgiving week.

Q That was on the 22nd of November?

A On that day Mrs. Brown had noticed that I was rather downhearted. She asked me why. I told her I would like to have my money. I told her I felt troubled about my money. I followed to the back room and I said if I was not going to get a salary I must have my money. She said - ~~It is a broken word~~ ~~the promise~~ If I can't give it to you this Saturday or Saturday week I will let you have the money - when Saturday week came - Monday - I asked her for it, and told her she had promised it. She told me no she would not give it to me.

Q You are positive you asked for

you money on the 22nd of
November?

A I am positive I asked for
it on that day. I am trying to
think if I asked before
that - I know that day I
asked for it Tuesday of
Thanksgiving week.

Q Tuesday of Thanksgiving
week?

A It was Tuesday - I remember
her saying it was a broken
week.

Q She promised to give you
the money ^{the week from} the following Saturday?

A Yes.

Q A week from that Saturday
you was to have your money?

A She induced me to hope I
would right away.

Q When it came to the week
from the following Saturday
what did she say?

A She went to a table and
commenced figuring up out of

a book. she then told me with a curt way, and said I was \$157 in her debt; that she was holding these stocks for me. I told her I did not want those stocks that I wanted my money. she told me she would not give it to me, she would hold the stocks I told her I did not want stocks; that she understood was I was to have the money whenever I wanted it.

Q You say that your next interview with Mr. La Touche - Mr. Dow after that Saturday upon which he could not repay your money was when?

A Monday after that

Q What was said and done?

A That was the day I called, I am sure it was the Monday after that I think I called - I demanded my money again and said "Mr. Dow will you let me

have my money : you have promised
it and I wish to have it. Let me
have it to-day" she said "
~~I am holding your stocks~~
"No I am going to sell your
stocks" I told her I did
not want the stocks : that they
were no good to me : that I
wanted my money. I said
to Mrs La Touche "Let me have
my money : I have heard all about
you and I do not think I can
trust you any longer. I have trusted
you too much. Let me have my
money without any more trouble. I
told her I had a chance to go
to a very good place, and I would
like to go, and I wanted my money.
I said if she would let me
have my money it would be a
very great favor. I told her I
must have it. she said "No : you
can't have it I will hold the
stock." I then left the room
and my mother, who had been

waiting outside came in and also demanded of her to return me my money. She refused and laughed. She then said she would give an order on Mr Carr. I thought that no matter whether I got anything I would take it down.

Q In anything that she said to you with regard to the return of the money did she say that the reason why of her not giving it was that she did not have it?

A No: She said it is in stocks she did not consider that I should ask her for it. I did not consider it was reasonable that I should ask.

Q Did she say if she had money she would give it to you without any that that money was up as margin on a stock transaction?

A No; when she refused to give it

she said she was holding
the stock.

Q Did she tell you that if she
could get Carr to transfer
that stock to her account that
she would pay you willingly?

A She wrote that; she wrote
a letter.

Q Previous to writing?

A No Sir.

Q Did she not say so?

A She did not say anything
about being very willing to
give it to me.

Q Did she not say you could
wait until your money could
be returned to you, that day
or by the time you had fixed
for her, and state she would
have Mr Carr transfer those
stocks to her account, and have
the money returned to you - the
margin that was up for
your account?

A She did not explain anything

to me but she wrote that letter.
Q She wrote that letter Exhibit 3
in the case?

A Yes Sir.

Q Without explanation?

A Yes; That letter

Q Without explanation

A Yes Sir.

Q You went to Mr. Carrs
office with the letter?

A Yes Sir.

Q You had a conversation with
Mr Carr?

A Yes Sir.

Q What did Mr Carr say in
answer?

A I could not understand
what he said. He mumbled
so I asked him to repeat
it and he refused to

Q Did you understand him to
say that Mr Dows account
was not the account: your
money was in such a condition
that he would not transfer

your account?

A No; I do not remember that. He mumbled and muttered I could not catch catch. It was said loud enough but mumbled so I could not understand what he said I could not remember.

Q Did you understand him to refuse to do what was requested?

A Yes Sir; That was what I understood.

Q He refused to do what was asked?

A Yes Sir.

Q Then I understand you to say you returned to her La Fouché?

A Yes Sir, The same day.

Q And explained to her that Mr Carr had refused?

A Yes.

Q Refused the request she had made?

A Yes; I told her I could not understand exactly what

He said and I came back to her to have it explained.

Q Then did you have a conversation with Mrs La Touche or Mr Dow. as to what could then be done, to get you your money?

A I asked her again if she would not let me have my money. I asked her and begged her to give me my money. She said no. The last time she said she would draw this check payable on the 12th of December.

Q Did she not say that she could pay the \$145 the balance due you, as you claimed, on the 12th of December?

A She wrote out a check and told me that I could have it on December 12.

Q Previous to writing out the check did not you have some conversation with her with regard

to the way of paying the debt

A. No Sir.

Q. Did she not give you a reason for making the check payable on the 12th of December?

A. Oh - she said she could not give me the money before the 12th.

Q. She wrote out that check before you?

A. Yes Sir.

Q. Did she not state that she did not give you the check because she felt responsible for that amount, but because you had explained to her your condition and she was sorry for you?

A. No Sir.

Q. Was not that the only conversation between you then?

A. It was not words - it was all quarrelling.

Q. Then after that conversation this letter Exhibit 4 was written

which you subsequently refused to sign?

A I wondered what in the world she was writing and when I found out, when she asked me to sign it I would not sign it.

Q I understood you to say that you took exception to that part of the letter which said that the money was to be paid in for the purpose of dealing in stocks?

A I objected to that. I did not think it was right the way the letter was drawn up.

Q She gave you a check at the time she gave you this letter?

A Yes Sir.

Q When she gave you the check was that contingent upon your signing the letter?

A She told me to keep the letter and take it home, and read it over. I said that if I found nothing objectionable I would sign

but that otherwise I would bring it back.

Q She handed you the check?

A She handed me the check, at the same time

Q You handed her the check after you returned that letter?

A I never returned the letter. I kept the letter.

Q After you refused to sign it?

A She let me have the letter. I never returned it.

Q You took the letter and the check for \$145?

A Yes: the same day.

Q She made no objection?

A No Sir.

Q Now after she had given you that letter and signed that check for \$145, which as I understand was on the day you returned from Mrs Carr's office after he had refused to transfer your stock to Mrs Dow's account when did you

next have an interview?

A On the next morning - Tuesday

2 What was said at that interview?

A She came in the parlor. I asked her if she would not please make the check payable on the 8th of the month instead of the 12th as I had to go away. I explained it all to her. She said she could not give me an answer then at first she refused to do it. Then she seemed to consider. She said "I cannot give you an answer now. Come in at 3 o'clock." I went back again at 3 o'clock with my mother. I went in the back parlor. Mr. Latouche and Mr. La Roche were in there.

2 That was December 6?

A Yes.

2 You asked them to have the date for the payment of the

check changed from Dec 12 to
Dec 1?

A. Ya si I told her I could
not wait so long.

Q. She told you she could not
do that?

A. She first said she would not.

Q. Did she give you any reason?

A. No; she just looked at me
and said she would not. I
asked her again and I told
her - she said come back
at 3 o'clock and I went
with my mother. I went in the
back room. The door was closed.
Mr La Touche was there, and
Sheriff Shelly, sitting on a sofa.
Mr La Touche was standing up.
Mr La Touche commenced talking
to me. I told him he had
no business to talk to me as
my business was with Mr
La Touche. He said "Why
don't you go to demand the
money from Mr. Carr?" I said

I had given my money to Mr. Dow. That I did not consider I had any right to demand it of Mr. Carr. He then went to the door, - sprang to the door and said "I demand that check" I told him I did not have it in my possession. Mr. LaFouche said "Her mother has it. I said "No it is not in the possession of either of us. This was in the private office. I got out of the room. Mr. LaFouche threatened to have me arrested.

Q For what?

A He said black mail.

Q Well, the next conversation was when you returned the check?

A Yes, the next afternoon I returned the check. Mr. LaFouche that day when I refused to return the check said "I won't give you one

cent of money. I will stop
payment of the check.

Q That was said on the 7th of
December?

A That was said on Tuesday

Q Monday you went to Carr
Office?

A That was the day she gave
the check.

Q You came back and got
the check and letter to sign?

A Yes.

Q Tuesday you came back?

A Yes.

Q And asked to have the check
payable on the 8th?

A Yes.

Q That afternoon you called to
see if they could make it
payable on the 8th?

A Yes, Sir.

Q That was the connection
you have detailed?

A Yes.

Q Then on Wednesday for the

first time Mr. La Touche
said that she would not
pay the check.

A. No sir. That was in the afternoon
that she said she would
not pay the check.

Q. That was the 6th?

A. The following day to the one
I got the check.

Q. Monday the check was drawn?

A. Yes.

Q. I ask you if at any
time after you deposited the
\$150 did you promise to
deposit \$100?

A. No sir.

Q. What was the circumstance
about that?

A. I given it was two or three
weeks - the date will
tell. Mr. La Touche said
that New England was going
up. I said I would be glad
if I could have some of
it. I said of course I had

no money. She offered to get it for me provided I would give her money.

Q What was the amount?

A One hundred dollars. But, I could not get the money. I said I would try to get the money. I went out and tried, but could not succeed.

Q That was what stock

A New England.

Q That was the understanding ^{on} of Mr La Touche's part, that you would have to get an increased deposit of \$100.

A Yes; I told her I would try to put out \$100 on that transaction.

Re direct - Were you told that that \$100 would be placed with you \$150?

A No, Sir

Re cross

Q That was a representation

involving 10 shares of New England
stock at 83 1/2. ^{was} ~~But~~ not Mrs.

La Touche to purchase for you
with the understanding on her
part that you were to ac-
count that \$100?

A Yes Sir

Redeem by Mr Lindsay

Q That transaction was entirely
different from the other one?

A Yes Sir.

Q Did you ever authorize Mrs.
Dow or La Touche, to use the
original \$150 you had paid,
to operate in or to buy stocks?
or speculate?

A Not at my risk. She was
to hold it for me and give
it back whenever I wanted.
That I could have it on
Saturday and there would be
no ill feeling

Q She was to hold the money
for your use and benefit?

A. She said the money was a
safe with her as if I had it
in the bank.

Charles B. H. Harris being duly
sworn and examined as a witness
for the People before and says:- I
am 30 years old, I am Detective
Sergeant at the Inspector Byrne's
Office. I reside at 110 East 107th St.

Q Did you arrest the defendant
in this case?

A I did.

Q Under what circumstances did
you arrest her?

A On complaint of Mr. Clara Johnson
she came to Police Headquarters
and made her complaint and
I went to 165 West 23d Street
and arrested defendant on
that complaint.

Q Did you have any conversation
with defendant with regard
to this case after her arrest?

A Yes she told me that she had not done anything: that she did not receive Mrs Johnson's money: that Mrs Johnson gave her money to Mr Carr, but that had given her \$5 and rather than give her a penny she would take five years for it. That is about the substance of the conversation.

2 she said she would rather take five years, than give her a penny?

A That is all

Verdict examined

2 - Are you giving us Mrs Doris's language or are you giving us your interpretation of what she said.

A I gave you Mrs Doris's language.

2 Her exact language?

A Yes Sir

2 Who was it that suggested that she would have to take

five years?

A No one.

Q She claimed that she had done nothing wrong?

A She claimed that she had not done anything wrong.

Q That she had not received the Johnson money?

A Yes.

Q That she would not return her money at the risk of going five years?

A That she would not give her a penny.

Q If she had to go five years?

A If she had to go she would serve five years for it.

Emma Greiner being duly sworn and examined as a witness for the people depose and say:
I am 27 years old. I live at 234 West 10th St. I keep house.

2. Are you acquainted with the defendant?
1. Yes Sir, I met her about three weeks ago.
2. State the circumstances under which you became acquainted with her.

Objected to on the ground that the proposed testimony does not relate to the complaint in this case.

Objection sustained
Defendant rests on the perfect case.
Defendant had to answer in
\$ 2.50 bail.

POOR QUALITY
ORIGINAL

0657

District Attorney's Office
City & County of
New York

Jan 25 1885

Received this day of Chief
Clerk James Mc Cabe, the
original copy of the minutes
made by me in the case
of Clara A. Johnson & Maria
L. Dow. taken before Justice
Gurman Dec 9 1884. for
the purpose of making a copy
thereof. I agree to return
the same consisting of 66
pages within 24 hours

W-L. Crosby

POOR QUALITY
ORIGINAL

0658

✓ District Police Court.

Clara A. Johnson

vs.
Clara L. Low

STENOGRAPHER'S TRANSCRIPT.

Dec 9 1887

BEFORE HON.

Wm J Gorman

Police Justice.

L. Crowley

Official Stenographer.

69 Essex St

POOR QUALITY
ORIGINAL

0659

Police Court—2nd District.

Affidavit—Larceny.

City and County }
of New York, } ss.

Clara A. Johnson
of No. 156 East 84th Street, aged 30 years,
occupation Housekeeper. being duly sworn

deposes and says, that on the 17 day of October 1887 at the City of New
York, in the County of New York, was feloniously taken, stolen and carried away from the possession
of deponent, in the day time, the following property viz :

gold and lawful money of the
union of the United States of the
value of One hundred & fifty 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 Marian L. How.

from the fact that on or about the 9th
day of October 1887 deponent saw an
advertisement in the New York Herald,
to the fact that by depositing \$300 with
with said defendant the person so
depositing said money was to get
20 dollars a week

Deponent answered said advertisement,
and called upon said defendant at
his office No. 40 Lexington Avenue where
deponent informed said defendant that
all the money she had, was \$150
That said defendant then told
deponent, by depositing said \$150

Sworn to before me, this

day
188

Police Justice.

deponent would be employed in her office
to take down the quotation as they came in,
said defendant told deponent that her
money would be deposited with Alfred
Carr a Banker of 92 36 Pine Street,
and that deponent can at any time have
back her money when ever deponent
wants the same,
deponent believing these said representations
were true did give said defendant
said one hundred fifty dollars —
and deponent immediately remained
in the employ of said office.
deponent did not receive ten dollars weekly
as promised by said defendant
that deponent since that time on
several occasions demanded the return
of said money from said defendant,
which was refused by her,
deponent charges that said defendant
did by means of of trick and device,
and by false and fraudulent
representations obtain said money
from deponent's possession and
retain the same without the consent
of deponent and does deprive the
true owner of the use and
benefit thereof
deponent prays that said defendant
be arrested and dealt with
as the law directs

Sworn to before me this 4th day of December 1889
by Clara A. Johnson,
Pulmonologist

POOR QUALITY
ORIGINAL

0661

Sec. 198—200.

2nd

District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss

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

Question What is your name?

Answer.

Marian L. Dow.

Question How old are you?

Answer

36 years

Question. Where were you born?

Answer

I refuse to answer.

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

Answer.

I refuse to answer.

Question What is your business or profession?

Answer.

I refuse to answer.

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

Answer.

I am not guilty

Marian L. Dow

Taken before me this

day of October 1887

John J. Munster

Police Justice.

POOR QUALITY
ORIGINAL

0662

Sec. 151.

2nd District Police Court.

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

Whereas, Complaint on oath, has been made before the undersigned, one of the Police Justices in and for the said City, by Clara A. Johnson

of No. 156 East 84 Street, that on the 17 day of October 1887 at the City of New York, in the County of New York, the following article to wit:

good and lawful money of the
issue of the United States

of the value of One hundred & fifty Dollars,
the property of Complainant
w is taken, stolen and carried away, and as the said complainant has cause to suspect, and does suspect and believe, by Marius L. Dore.

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

These are, Therefore, in the name of the PEOPLE of the State of New York, to command you the said Sheriff, Marshals and Policemen, and every of you, to apprehend the body of the said Defendant and forthwith bring her before me, at the 2 DISTRICT POLICE COURT, in the said City, or in case of my absence or inability to act, before the nearest or most accessible Police Justice in this City, to answer the said charge, and to be dealt with according to law.

Dated at the City of New York, this 7 day of December 1887
John J. [Signature] POLICE JUSTICE.

POLICE COURT, 2 DISTRICT.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

Warrant-Larceny.

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, _____

POOR QUALITY
ORIGINAL

0667

\$2500 Bail for
Ex & Philberg
1/57

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

Police Court-- 2095
District.

THE PEOPLE, &c.,

vs THE COMPLAINANT

156 East 74th St
New York City

2 _____
3 _____
4 _____

Offence

Dated _____ 188

Magistrate.

Officer.

Precinct.

Witnesses

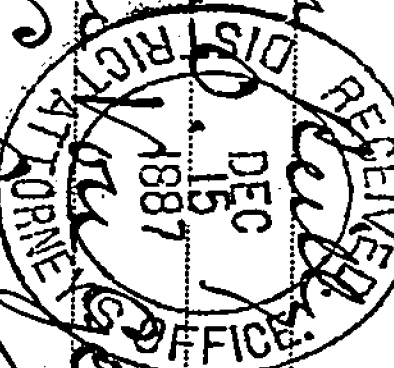
No. 1, by _____ Street _____

No. 2, by _____ Street _____

No. 3, by _____ Street _____

No. 4, by _____ Street _____

to answer _____



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

defendant

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

Dated *Dec 9* 188 *John J. Herman* 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.

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

The People of the State of New York
against

Marion L. Dow, otherwise
called Marion La Touche, other
wise called Carrie R. Morse, otherwise
called Minnie West, otherwise called
Marion E. McDowell, otherwise
called Marion Warren.

The Grand Jury of the City and County
of New York by this indictment accuse
Marion L. Dow, otherwise called Marion
La Touche, otherwise called Carrie R. Morse,
otherwise called Minnie West, otherwise called
Marion E. McDowell, otherwise called
Marion Warren, of the crime of Grand
Larceny in the second degree, as a second
offense, committed as follows:

Heretofore, to wit: At a Court of General
Sessions of the Peace, holden in and for
the City and County of New York, at the
City Hall in the said City on the eleventh
day of June in the year of our Lord, one
thousand, eight hundred and eighty four,
before the Honorable Henry A. Gildersleeve,
Judge of the said Court of General Sessions
of the Peace, Justice of the said Court, the

said Marion L. Dow, otherwise called
 Marion La Touche, otherwise called Carrie
 R. Morse, otherwise called Minnie West,
 otherwise called Marion E. McDowell
 otherwise called Marion Warren, by the
 name and description of Carrie R. Morse
 otherwise called, Minnie West, otherwise called
 Marion E. McDowell, was in due form
 of law, convicted of a felony, to wit: Grand
 larceny, upon a certain indictment then
 and there in the said court depending against
 her, by the name and description aforesaid,
 for that she, then late of the First Ward
 of the City of New York, in the County of New
 York, aforesaid, on the twelfth day of October
 in the year of our Lord, one thousand, eight
 hundred and eighty two, at the Ward, City
 and County aforesaid, with force and arms,
 three promissory notes for the payment of money
 being then and there due and unsatisfied (and of
 the kind known as United States Treasury Notes)
 of the denomination of one thousand dollars, and
 of the value of one thousand each: three
 promissory notes for the payment of money be-
 ing then and there due and unsatisfied (and
 of the kind known as United States Treasury
 Notes) of the denomination 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 unsatis-

fied (and of the kind known as United States
 Treasury Notes) of the denomination of one
 hundred dollars, and of the value of one hun-
 dred 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 denom-
 ination 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 denomination 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 denomination of two dollars and of the value of two dollars each: one hundred and twenty promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes) of the denomination of one dollar and of the value of one dollar each: one promissory note for the payment of money (and of the kind known as bank notes) being then and there due and unsatisfied, of the value of one hundred dollars: one promissory note for the payment of money (and of the kind known as bank notes) being then and there due and unsatisfied, of the value of fifty dollars: two promissory notes for the payment of money (and of the kind known as bank notes) being then and there due and unsatisfied ^{each} of the value of twenty dollars: 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 satisfied, of the value of
 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 dol-
 lars. 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 partic-
 ular 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 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 now 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 of the goods, chattels and personal property of one Helen Wilson then and there being found, feloniously did steal, take and carry away, and thereupon, upon the conviction aforesaid, it was considered by the said Court of General Sessions of the Peace and ordered and adjudged that the said Marion L. Dowd, otherwise called, Marion La Touche, otherwise called Carrie R. Morsee,

otherwise called Minnie West, otherwise called Marion E. McDowell, otherwise called Marion Warren, by the name and description of Carrie R. Morse, otherwise called Minnie West otherwise called Marion E. McDowell ~~upon~~ the felony aforesaid, whereof she was so convicted as aforesaid, to be imprisoned in the Penitentiary of the City of New York for the term of two years, as by the record thereof, doth more fully and at large appear.

And the said Marion R. Dow, otherwise called Marion La Touche, otherwise called Carrie R. Morse, otherwise called Minnie West otherwise called Marion E. McDowell, otherwise called Marion Warren, late of the City and County of New York aforesaid, having been, so as aforesaid convicted of the felony aforesaid, afterwards, to wit: on the seventeenth day of October in the year of our Lord, one thousand eight hundred and eighty seven, at the City and County aforesaid, with force and arms the sum of one hundred and fifty Dollars in money, lawful money of the United States and of the value of one hundred and fifty dollars of the proper moneys, goods, chattels and personal property of one Clara A. Johnson, then and there being found, then and there feloniously

**POOR QUALITY
ORIGINAL**

0671

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 H. Kelly
~~John H. Kelly~~

District Attorney.

1882 Exhibited notice
to the D. Brady counsel

Counsel,
Filed, 9 day of Jan'y 1888
Pleads, Chitiquilly (10) with
Page 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Witnesses:
Officer M. E. Parsons

July 13-1888
The examination of
the evidence was
obtainable for the People
shows that no conviction
can be had.

I therefore recommend
that Defendant be
discharged upon her
own recognizance
J. H. Fullens
District Atty.

Section 528, 531, 688, Penal Code.
Grand Jurors, Second Degree
THE PEOPLE,
vs.
Marion L. Davis
alias Marion La Sanchez
alias Carrie R. Moore
alias Minnie West
alias Marion E. Daniels
alias Marion Warren
(2 cases)
J. H. Fullens
District Attorney.

A True Bill.

J. H. Fullens

On mo. of Dist. Atty. J. H. Fullens
discharged her own recognizance
J. H. Fullens
Foreman

Johnson Parer

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

The People of the State of New York

against

Marion L. Dow, otherwise called
Marion La Touche, otherwise called
Carrie R. Morse, otherwise called
Minnie West, otherwise called
Marion E. McDowell, otherwise
called Marion Warren.

The Grand Jury of the City and County of
New York, by this indictment accuse Marion
L. Dow, otherwise called Marion La Touche,
otherwise called Carrie R. Morse, otherwise
called Minnie West, otherwise called Marion
E. McDowell, otherwise called Marion
Warren, of the crime of Grand Larceny,
in the ^{or a second degree,} second degree, committed as follows:

Heretofore, to wit: At a Court of General
Sessions of the Peace, holden in and for
the City and County of New York, at the
City Hall in the said City on the eleventh day
of June in the year of our Lord, one thousand,
eight hundred and eighty-four, before the
Honorable Henry A. Gildersleeve, Judge
of the said Court of General Sessions of the
Peace, Justice of the said Court, the said
Marion L. Dow, otherwise called Marion La

Touche, otherwise called Carrie R. Morse, otherwise called, Minnie West, otherwise called Marion E. McDowell, otherwise called Marion Warren, by the name and description of Carrie R. Morse, otherwise called Minnie West, otherwise called Marion E. McDowell, was in due form of law, convicted of a felony, to wit: Grand Larceny upon a certain indictment then and there in the said Court depending against her, by the name and description aforesaid, for that she then late of the First Ward of the City of New York, in the County of New York aforesaid, on the twelfth day of October in the year of our Lord, one thousand, eight hundred and eighty two, at the Ward, City and County aforesaid, with force and arms, three promissory notes for the payment of money being then and there due and unsatisfied (and of the kind known as United States Treasury Notes) of the denomination of one thousand dollars, and of the value of one thousand dollars each: three promissory notes for the payment of money being then and there due and unsatisfied (and of the kind known as United States Treasury Notes) of the denomination 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 unsatis-
fied (and of the kind known as United
States Treasury Notes) of the denomina-
tion 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 denomination of twenty
dollars and of the value of twenty dollars
each: sixty promissory notes for the pay-
ment 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 denomination of five dollars and of the
value of five dollars each: ninety pro-
missory 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 denomination of two dollars and of the value of two dollars each; one hundred and twenty promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes) of the denomination of one dollar and of the value of one dollar each: one promissory note for the payment of money (and of the kind known as bank notes) being then and there due and unsatisfied, of the value of one hundred dollars: one promissory note for the payment of money (and of the kind known as bank notes) being then and there due and unsatisfied, of the value of fifty dollars: two promissory notes for the payment of money (and of the kind known as bank notes) being then and there due and unsatisfied of the value of twenty dollars each: three promissory notes for the payment of money (and of the kind known as bank notes) being then and there due and unsatisfied, of the value of ten dollars each: ten promissory notes for the payment of money (and of the kind known as bank notes) being then and there due and unsatisfied, of the value of five dollars each: ten promissory notes for the payment of money (and of the kind known as bank notes) being

then and there due and unsatisfied; of the value of three dollars each: fifteen promissory notes for the payment of money (and of the kind known as bank notes) being then and there due and unsatisfied, of the value of two dollars each: thirty promissory notes for the payment of money (and of the kind known as bank notes) being then and there due and unsatisfied of the value of one dollar each: bank bills of banks to the jurors aforesaid unknown, and of a number and denomination to the jurors aforesaid unknown, of the value of one thousand dollars. Two gold coins (of the kind usually known as double eagles) of the value of twenty dollars each: three gold coins (of the kind usually known as eagles) of the value of ten dollars each: six gold coins (of the kind usually known as half eagles) of the value of five dollars each: fifteen gold coins (of the kind usually known as quarter eagles) of the value of two dollars and fifty cents each: ten gold coins (of the kind usually known as three dollar pieces) of the value of three dollars each: thirty gold coins (of the kind usually known as dollar pieces) of the value of one dollar each: gold coin of the denomination to the jurors unknown, and a more particular description whereof cannot now 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 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 coins of a denomination to the jurors unknown, and a more particular description whereof cannot now 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 of the goods, chattels and personal property of one Helen Wilson then and there being found, feloniously did steal, take and carry away:—

and thereupon, upon the conviction aforesaid, it was considered by the said Court of General Sessions of the Peace and ordered and adjudged that the said Marion R. Daw, otherwise called Marion La Touche otherwise called Carrie R. Morse, other

wise called Minnie West, otherwise called Marion E. McDowell, otherwise called Marion Warren, by the name and description of Carrie R. Morse, otherwise called Minnie West, otherwise called Marion E. McDowell for the felony aforesaid, whereof she was so convicted as aforesaid, to be imprisoned in the Penitentiary of the City of New York for the term of two years, as by the record thereof, doth more fully and at large appear.

And the said Marion L. Dow, otherwise called Marion La Touche, otherwise called Carrie R. Morse, otherwise called Minnie West, otherwise called Marion E. McDowell, otherwise called Marion Warren, late of the City and County of New York aforesaid, having been so as aforesaid convicted of the felony aforesaid, afterwards, to wit: on the twenty-seventh day of November in the year of our Lord, one thousand eight hundred and eighty seven, at the City and County aforesaid, with force and arms the sum of Three hundred dollars in money lawful money of the United States and of the value of three hundred dollars of the proper moneys, goods and chattels and personal property of one Emma Greiner, then and there being found, then and there feloniously did steal, take and carry away

**POOR QUALITY
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0680

against the forms 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 A. Feltman

District Attorney.

0681

BOX:

291

FOLDER:

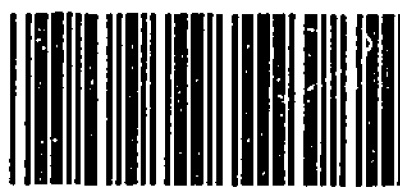
2775

DESCRIPTION:

Dunst, Richard

DATE:

01/13/88



2775

POOR QUALITY
ORIGINAL

0682

Witnesses:

Mary King

Alfred King, Secy

by Wm. Connelley

PK

Counsel

Filed

1888

Pleads

Chattel (16)

THE PEOPLE

vs.
Richard D. King

Grand Larceny in the 5 degree.
(MONEY)
(Sec. 528 and 537, Penal Code.)

Richard D. King

JOHN R. FELLOWS,

RANDOLPH B. MARSH,

District Attorney.

A True Bill.

Randolph B. Marsh

Forfeited January 24/88

Pleads Petit Larceny
Amos King

POOR QUALITY
ORIGINAL

0583

Police Court—3 District.

Affidavit—Larceny.

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

of No. 25 Oldridge Street, aged 28 years,
occupation Restaurant Keeper being duly sworn
deposes and says, that on the 1st day of January 1888 at the City of New
York, in the County of New York, was feloniously taken, stolen and carried away from the possession
of deponent, in the day time, the following property viz:

Good and lawful money of the
United States to the amount and
value of thirty-five dollars

the property of deponent and her husband,
John King

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 Richard Lunsch, now
here, from the fact that said
Richard worked for deponent
and had access to said money.
That said money was stolen out
of a batched in deponent's bed-
room in said premises on the
morning of said day. That on
the morning following deponent
accused said Richard of stealing
said money whereupon he
confessed that he had done
so and permitted deponent to
take from his pockets thirty-
two dollars of said money.
Mary King

Sworn to before me, this 9th day

1888

of January
Alfred A. [Signature] Police Justice.

POOR QUALITY
ORIGINAL

0684

Sec. 198—200.

3

District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

Richard Dornst 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 Dornst

Question. How old are you?

Answer.

19 years of age

Question. Where were you born?

Answer.

Germany

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

Answer.

25 Eldridge St. 2 months

Question. What is your business or profession?

Answer.

Dish washer

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. I took the money and spent three dollars of it and returned the balance to Mr. King.

R. Dornst

Taken before me this

day of *March* 188*8*

John D. Wilson
Police Justice.

POOR QUALITY
ORIGINAL

0685

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

Police Court--3-4-53
District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Mary Jones
257 West 125th St
Richard Dunsen

Offence Larceny
Jewelry

Dated January 9 1888

William Magistrate.

Reaper Officer.

11 Precinct.

Witnesses _____

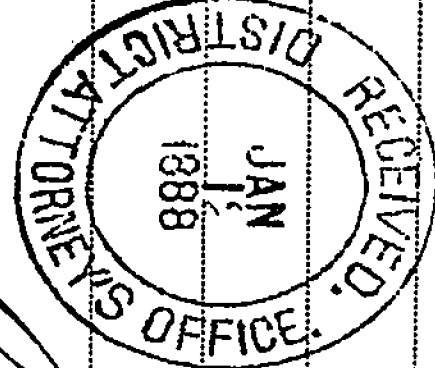
No. _____ Street.

No. _____ Street.

No. _____ Street.

No. _____ Street.

No. _____ Street.



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

Richard Dunsen

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 January 9th 1888 J. M. Platt 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.

The people

Richard Daurst

Jan 1st 88

Michael J Reap states that
he was called in by complainant
to arrest defendant & did so &
that is all he knows about it

Mary King states that she keeps a restaurant &
a saloon at 97 Walker St. This City & on the first
Jan 1988 had defendant in her service
in her kitchen as a dish washer. That
on the morning of the 2nd of January ~~last~~
when she counted the money she had counted
the morning before & deposited in her
satchel, she found that 35% of it was
missing & for the following reasons
she suspected defendant had stolen
it. On Sunday morning she gave
defendant \$5 to purchase some
articles & wanted him to buy & in
his presence counted my money
put it in my satchel & placed the
satchel between the mattresses
on a bed in my house at 25 El
dridge St & then went to mass
He at the same time went on
his errand, but returned ~~back~~

I did & left at my house the articles I had sent him for. He also sleeps in that house on the top floor. My satchel was in my bed room which was locked & the only way I can account for his entrance into that bed room, is, by the theory that he knew where the key that unlocks my bed room is always deposited to enable my husband, servant or self to gain admittance at all times & as it was not necessary for him to enter my bed room for any other purpose than to steal the money he did take & carry it away I suppose he must have found the key in its usual place unlocked the door & stole the money upon missing the \$5 however. I went at once to the Restaurant & reached defendant, who declared all the time I was searching that he did not have one cent of money & I thought so too until I came to the last inside pocket in his vest where I found \$32 in the denominations of bills

and silver described in this indictment. Then asked him where he got it when he admitted he had stolen the money from witness. She further states that upon his promise to reform she agreed to forgive him but finding him in her room the Sunday following reaching in the same place for her patch he had forced it before that time when they that unlocks that door was missing from the nail on which it usually hangs. She supposes that he must have gained admission both the first & last time by means of that key, especially as witness husband & servant both say that they had not unlocked the door the day the money was missing & when she caught him in her room the last time he took the keys out of his pocket & handed them to her when she charged him with having gotten admission the Sunday by the same means he did not deny it.

Clearly here is a plain case of burglary as well as of

POOR QUALITY
ORIGINAL

0689

Larceny. Possibly caution might suggest that complainant's husband & servant be sent for to discover whether either of them had been into that room during the absence of complainant & had left the door open

POOR QUALITY
ORIGINAL

00690

COURT OF GENERAL SESSIONS.

THE PEOPLE, &c.

vs,

Richard D. Dugan

BRIEF OF FACTS.

For the District Attorney.

Dated January 21 1888.

Andrew H. Dugan

Deputy Assistant.

POOR QUALITY
ORIGINAL

0691

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Richard Dunt

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

Richard Dunt

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

The said

Richard Dunt

late of the First Ward of the City of New York, in the County of New York, aforesaid, on the
first day of *January* in the year of our Lord one thousand
eight hundred and eighty *eight* at the Ward, City and County aforesaid, with force and arms,
in the *day* time of the same day, *one* promissory note 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 twenty dollars, and of the value of twenty
dollars *—*; *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 ten dollars, and of the value of ten dollars *each*; *seven* 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 five dollars, and of the value of five dollars
each; *ten* 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*; *fifteen* promissory notes for
the payment of money, being then and there due and unsatisfied (and of the kind known as United
States Treasury Notes), of the denomination of one dollar, and of the value of one dollar *each*;
one promissory note for the payment of money (and of the kind known as bank notes),
being then and there due and unsatisfied, of the value of twenty dollars *—*; *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*; *seven* promissory notes for
the payment of money (and of the kind known as bank notes), being then and there due and unsatis-
fied, of the value of five dollars *each*; *one* United States Silver Certificate of the

**POOR QUALITY
ORIGINAL**

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denomination and value of twenty dollars — ; *Three* United States Silver
Certificates of the denomination and value of ten dollars *each* ; *seven* United
States Silver Certificates of the denomination and value of five dollars *each* ; *Ten*
United States Silver Certificates of the denomination and value of two dollars *each* ;
Fifteen United States Silver Certificates of the denomination and value of one dollar
each ; *one* United States Gold Certificate of the denomination and value of
twenty dollars — ; *Three* United States Gold Certificates of the denomination
and value of ten dollars *each* ; *seven* United States Gold Certificates of the
denomination and value of five dollars *each* ; and divers coins, of a number, kind
and denomination to the Grand Jury aforesaid unknown, of the value of *Twenty Nine*
dollars.

of the proper moneys, goods, chattels, and personal property of one

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

JOHN R. FELLOWS.

~~RANDOLPH B. MARTINE,~~

District Attorney.

0694

BOX:

291

FOLDER:

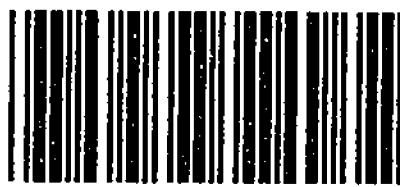
2776

DESCRIPTION:

Eagan, James

DATE:

01/06/88



2776

POOR QUALITY
ORIGINAL

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Witnesses:

John Murphy
Officer Cagney

Counsel,

Filed

1888

Pleads,

Guilty (G)

THE PEOPLE

vs.

James Eagan

James Eagan

JOHN R. FELLOWS,

~~RANDOLPH B. MARTINE,~~

District Attorney.

May 16/88

now convicted.

A True Bill.

Emmeline

Foreman.

May 16/88

James Eagan

POOR QUALITY
ORIGINAL

0696

COURT OF GENERAL SESSIONS OF THE PEACE:

City and County of New York.

-----X	
The People	:
vs.	:
Jams Egan	:
Indicted for Grand Larceny in the	:
Second Degree.	:
Indictment filed, December, 1887.	:
-----X	

Before

Hon. Rufus B. Cowing
and a Jury.

Tried, January 16th, 1888.

APPEARANCES:

Assistant District Attorney Bedford for the People;
Mr. King for the Defence.

JOHN MURPHY, the complainant testified that
he lived at 302 East 33 strret. On the 21st
day of December, 1887, he met the defendant. He

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could not remember where he met him, and he didn't remember meeting him at all. He was somewhere in a hallway. He was so drunk that he fell into the street, and he could remember nothing. He was dead drunk. He lost his watch and money. He remembered having the watch at 2 o'clock that day in the afternoon. He missed his watch when he got home about 5 o'clock that afternoon. He had the watch securely fastened on his vest. The watch was worth \$18.

UNDER CROSS--EXAMINATION he testified that he was sure that he didn't give the watch away to any one. He was taken home by two men, as his wife told him. He remembered falling in the street, at about 3 o'clock, and after that he had no memory.

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ORIGINAL**

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OFFICER DAVID CAGNEY testified that he belonged to the 27th Precinct of Police. He arrested the defendant at about half past 11 o'clock in the evening in his own house, in bed. He went to the door and kicked on the door, and Egan came to the door and asked who it was, and he said he was a police officer and wanted to get in. He went in and the defendant jumped out of bed, and stood in a corner. He, the witness, asked where Mr. Egan was, and he said he didn't know where he was, and he asked where the complainant's watch was, and he, the defendant, said he didn't know anything about it. He, the witness, told the defendant to dress himself and go with him, and he left his vest under the pillow. And then the defendant said, "if you let me go, I will get it," and he got it out and said, "here it is." It was a silver watch. He, the witness, asked the defendant where he got the watch, and he said that

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he bought it, and paid \$2.50 for it, and the complainant came to the station house, and identified the watch. He said that he knew the watch by means of a scratch on the inside cover.

UNDER CROSS--EXAMINATION he testified that he didn't tell the defendant that he wanted him to identify a man by the name of Barry. He asked who was with him that night, and the defendant said that a boy by the name of Barry was with him. He said that Barry and he were together in the afternoon. He, the witness, asked the defendant from whom he bought the watch, and he, defendant, said of a boy by the name of Barry. He, the witness, told the defendant that he wanted him to go to identify the boy by the name of Barry, who had the watch. It was said only to put the defendant off his guard. Barry was then under

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arrest in his own house. He, the officer, had heard previously that Barry was with the defendant.

OFFICER DANIEL DUGAN testified that he belonged to the same precinct as the previous witnesses. He went to Barry's house and then the defendant was brought to Barry's house by the previous witness, and he had the watch in his hand--the police officer had---and the officer said that he got the watch from Egan's vest from under the pillow of the bed. Barry denied knowing anything about the watch. Egan said nothing in reference to Barry's denial. The defendant was very quiet. In the police station he said that he bought the watch for \$2.50 from Barry, and Barry said that he knew nothing about the watch.

UNDER CROSS--EXAMINATION he testified that he

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ORIGINAL**

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took both the defendant and Barry to the Police Court on the following morning. After investigation by the police station sergeant Barry was discharged, and Egan was held for trial. He, the witness, searched Barry in his own house and found nothing upon him.

F O R T H E D E F E N C E ,

JAMES EGAN testified that he lived at 104th street-
No. 301. He lived with his aunt, who was in
Court. He was a peddler. He had worked at
that business all of his life. He had worked for
Mr. Zimmers in 109 street, between 1st, and Se-
cond avenues. He didn't steal the complainant's
watch. On that afternoon he met Joseph Barry,
and Barry asked him to go with him. He went
with Barry to Barry's aunt's house. He met Barry
in front of his, defendant's own house, in 104th
street. He had a can in his hand, and he said

**POOR QUALITY
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that he was going to his aunt's house to get money from his aunt to go to the theatre. He, the defendant, had money for himself; then he said "come down with me to 94th street, and I will get a pair of ring dove pigeons," and on the 94th street corner the complainant was lying. His head was bleeding and his eye was swollen, and he, the defendant, took out his handkerchief, and Barry tied around his head. The complainant said that he knew where his house was if they helped him to it, and Barry and another fellow walked on each side of him, the complainant, and he, the defendant, walked behind, and a crowd followed. He went into his house, and then Barry wanted him, the defendant, to buy the watch. Barry took the man into his own room. He, the defendant, and another young man named Meyer, helped. He, the defendant, knocked at the door, and asked the lady that opened the door if she knew the com-

**POOR QUALITY
ORIGINAL**

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plainant, and she said that she didn't, and then another young man who was there said that he knew the complainant and his sons, and said that he lived in 82nd street, and the young man went up to the complainant's house to get his brother to come down and take him up home. Then he, the defend- and said to Barry, "Joe, I can't stay any longer, let us go home," and Barry came along with him. Barry was the last one out as Meyer stood there. In 82nd street, near Third avenue, Barry took out the watch. He was about two blocks from the hallway where they left the complainant, and Barry said, "How much will you give me?" and he, the defendant, said, "how much do you want?" and Barry said two dollars and a half." He, the defendant said that he would give Barry \$2, and Barry wanted him to go into a pawn shop. He, the defendant, had a \$5 bill, and said to Barry that he would give him two dollars and a half. Thwn

**POOR QUALITY
ORIGINAL**

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each got five cents' worth of cakes, and he got the bill changed and gave Barry \$2 and a half for the watch. They got the money changed in a bakery. He didn't see the watch in Murphy's possession. Murphy had an overcoat on and it was buttoned up. He didn't know that Barry ever had a watch before. He kept the watch under his pillow so that it would not fall on the floor, and break. When the detective came to the house, the detective asked him to go and identify a young man a couple of doors away---Joe Barry---and when they were going to Barry's house, the detective asked for the watch, and he, the defendant, said that he had the watch. He produced the watch and handed it to the detective. He told the detective that he knew Joe Barry. Then he took the detective back to his house, and took the watch from under his pillow, and gave it to the detective. The detective hadn't mentioned this---that the watch

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was stolen from Murphy.

UNDER CROSS--EXAMINATION, he testified that when Barry denied that he had sold the watch to him, he didn't say anything as Barry's whole family were there and he could not talk. He went out without his vest that morning, because he didn't need it. He often left his vest under his pillow.

JOSEPH BARRY, called by the People, testified that he lived at 305 East 104th street. He never sold the watch to the defendant for two dollars and a half. He knew nothing about the watch.

UNDER CROSS--EXAMINATION, he testified that he was with the defendant on the 21st day of De-

POOR QUALITY
ORIGINAL

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ember, 1887,. He met him in 103rd street near his house. He, the witness, had a can in his hand, which was intended for his sister, who lived in Third avenue, between 94th and 95th streets. They took a walk together as far as his sister's house. Then they saw the defendant lying upon the avenue drunk. Meyers lent him, witness, his handkerchief to wash the wounds of the complainant. He didn't get the defendant's handkerchief. The complainant said that he lived in 81st street, and when he got to the top of the steps there he fell down. He, the witness, didn't take the watch from the complainant. When they got into the hallway, Meyers knocked at the door to find out whether the complainant lived there. At that time their backs were turned to the complainant, and the defendant was standing by the complainant. He, the witness didn't see the watch at all until it was produced by the officer in his house.

POOR QUALITY
ORIGINAL

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The People

v

James Egan

Indicted for Grand

Larceny in the Second
Degree

Indictment filed Dec 17/88

Died Jan 16/89

Refused to appear before
Grand Jury

11

POOR QUALITY
ORIGINAL

0708

CITY AND COUNTY }
OF NEW YORK, } ss.

David Cagney
years, occupation *Police Officer* of *No*

the 24th Street being duly sworn deposes and

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

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

Sworn to before me, this *24*
day of *December* 188*8*

David C. Cagney

A. J. [Signature]
Police Justice.

POOR QUALITY
ORIGINAL

0709

Sec. 198—200.

District Police Court.

CITY AND COUNTY } ss.
OF NEW YORK, }

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

Question. What is your name?

Answer. *James Cagan*

Question. How old are you?

Answer. *17 years*

Question. Where were you born?

Answer. *MS*

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

Answer. *301 E 104th St. 2 mrs*

Question. What is your business or profession?

Answer. *Idler*

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

Answer. *I am not guilty*

James Cagan

Taken before me this

day of *March* 188*8*

W. J. Roberts
Police Justice.

POOR QUALITY
ORIGINAL

0710

Police Court—

3rd District.

Affidavit—Larceny.

City and County }
of New York, } ss.

of No. *302 E 83rd* *John Murphy* Street, aged *46* years,
occupation *Carpenter* being duly sworn

deposes and says, that on the *21st* day of *December* 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, in the *day* time, the following property viz:

*One silver cased watch of the
value of 16 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 *James Eagan* known here

✓ from the fact that on said
date deponent was in a hall-
way in an intoxicated condition
when the said watch was taken
from his pocket and deponent
is now informed by Detective
David Cagney of the 27th Precinct
that he arrested said Eagan
~~and~~ and found with him
said watch that deponent had
seen said watch found with
said Eagan and fully identifies
it as that stolen from him
John Murphy

Sworn to before me, this

22 day

of *December* 188*7*
J. J. Murphy Police Justice.

POOR QUALITY
ORIGINAL

0711

BAILED,
No. 1, by _____
Residence _____ Street _____
No. 2, by _____
Residence _____ Street _____
No. 3, by _____
Residence _____ Street _____
No. 4, by _____
Residence _____ Street _____
No. 5, by _____
Residence _____ Street _____

Police Court-- District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

John M. Murphy
302 E. 13th St.
1
Anna Rogers
2
3
4
Offence: Larceny, Stealing

Dated Dec 27 1887

Magistrate.

Magistrate's Office.

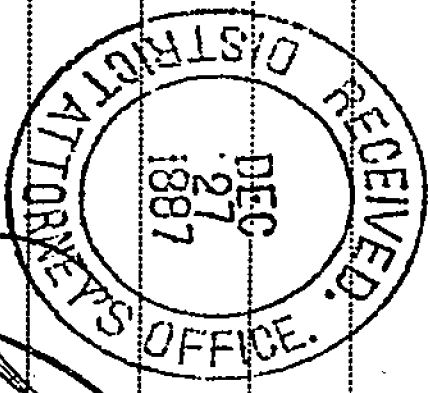
Witnesses

No. _____ Street _____

No. _____ Street _____

No. _____ Street _____

No. _____ Street _____



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

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of 1000 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 Dec 27 1887 A. J. White Police Justice.

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

Dated _____ 1887 _____ 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 _____ 1887 _____ Police Justice.

POOR QUALITY
ORIGINAL

0712

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

James Raegan

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

James Raegan

of the CRIME OF GRAND LARCENY in the *second* degree, committed as follows:

The said *James Raegan*,

late of the First Ward of the City of New York, in the County of New York aforesaid, on the *Twenty First* day of *December*, in the year of our Lord one thousand eight hundred and eighty ~~seven~~, in the *day* time of the said day, at the Ward, City and County aforesaid, with force and arms,

one watch of the value of fifteen
dollars.

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

**POOR QUALITY
ORIGINAL**

0713

SECOND COUNT—

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

James Hagan —

of the CRIME OF RECEIVING STOLEN GOODS, committed as follows:

The said *James Hagan*,

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

one watch of

the value of sixteen dollars.

of the goods, chattels and personal property of one

John Murphy

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

John Murphy

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

James Hagan —

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

JOHN R. FELLOWS,

~~RANDOLPH B. MARTINE,~~

District Attorney.