00677

BOX:
171
FOLDER:
1738
DESCRIPTION:
Bannon, Thomas

DATE:
04/31/85

1738

Otto Dunlu
Complts. vs.
Ff.

Witnesses: Abraham L. Park
550 E. 86th St.

Serd for Complt. and officer & also for witnesses within

FD

Dr Simpson McDonald
9 Pitt Lex Ave.

Jacob Ruppert brewer
92 st. & Lex. Avenue

Deputy Sheriff Peter McGinness
Cr. 87 st & 3 Avenue

Officers Downey & Sheldon
23 Precinct
A. L. Post
550 E 86.

20

274

Counsel, 1st April

Filed 1st day of ~~January~~ 1885

Pleads Not Guilty

THE PEOPLE

vs.

Thomas Bannon

LARCENY, False pretenses.
[Sections 528 and 68 , Penal Code].

Rec'd & cont'd May 20.

RANDOLPH B. MARTINE,
PETER B. OLNEY,
District Attorney.

A True Bill.

W. J. C. Berry
May 20/85

Plead Guilty — *Foreman.*

24 m 6 mos S.P.
May 25/85

FD 20

POOR QUALITY ORIGINALS

8958

0069

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Thomas Bannon

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

Thomas Bannon

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

The said Thomas Bannon,

late of the First Ward of the City of New York, in the County of New York aforesaid, on the 16th day of March in the year of our Lord one thousand eight hundred and eighty-five, at the Ward, City and County aforesaid, with force and arms, with intent to deprive and defraud one

Abraham S. Post

of the property hereinafter mentioned, and of the use and benefit thereof, and to appropriate the same to his own use, did then and there feloniously, fraudulently and falsely pretend and represent to the said Abraham S. Post,

That a certain paper writing, which he the said Thomas Bannon then and there exhibited to and delivered to the said Abraham S. Post, in the words and figures following, to wit:

No. 394 New York, March 16. 1885
The 5th Avenue Bank of New York,
Through the New York Clearing-House Association,
Pay to Thomas Bannon or Order, Thirty Dollars
$30.00 Chas. P. Allen

and which said paper writing was then and there duly endorsed by the said Thomas Bannon, was a good and valid order for the payment of money, and of the full value of thirty dollars, that he the said Thomas Bannon then well knew Chas. P. Allen, and that the said Chas. P. Allen then had a credit with the 5th Avenue Bank of New York to the amount of at least thirty dollars, and that the said Chas. P. Allen then had authority to draw the said order for the payment of money upon the said Bank, and that no drawer the same,

And the said Abraham L. Post

then and there believing the said false and fraudulent pretenses and representations so made as aforesaid by the said Thomas Bannon

and being deceived thereby, was induced, by reason of the false and fraudulent pretenses and representations so made as aforesaid, to deliver, and did then and there deliver to the said Thomas Bannon, a sum of money, to wit: the sum of Sixty dollars in money, lawful money of the United States and of the value of Sixty dollars,

of the proper moneys, goods, chattels and personal property of the said Abraham L. Post

and the said Thomas Bannon did then and there feloniously obtain the said sum of money

of the proper moneys, goods, chattels and personal property of the said Abraham L. Post

from the possession of the said Abraham L. Post

by color and by aid of the false and fraudulent pretenses and representations aforesaid, and with intent to deprive and defraud the said Abraham L. Post

of the same, and of the use and benefit thereof, and to appropriate the same to his own use. **Whereas,** in truth and in fact, the said paper writing which he the said Thomas Bannon so as aforesaid then and there exhibited to and delivered to the said Abraham L. Post, was not a good and valid order for the payment of money and was not of the full value of Sixty dollars; and the said Thomas Bannon did not then well know the said John R. Albany, and the said John R. Albany did not then have a credit with the said

Fifth National Bank of New York
to the amount of at least thirty
dollars, or to any amount whatever,
and the said Oliver P. Allen did not then
have authority to draw the said order
for the payment of money upon the
said Bank, and had not so drawn
the same.

And Whereas, in truth and in fact, the pretenses and representations so made as aforesaid by the said Thomas Bannon to the said Abraham D. Root, was and were, then and there in all respects utterly false and untrue, as he the said Thomas Bannon at the time of making the same then and there well knew.

And so the Grand Jury aforesaid do say: That the said Thomas Bannon on the day and year first aforesaid, at the Ward, City and County aforesaid, in the manner and form aforesaid, and by the means aforesaid, with force and arms, the sum of money aforesaid,

of the proper moneys, goods, chattels and personal property of the said Abraham D. Root, then and there feloniously did STEAL, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

RANDOLPH B. MARTINE,
PETER B. OLNEY, District Attorney.

Police Court— 2nd District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Charles F. Hart
550 West 86 St

Thomas F. Hannon

Offence Larceny

2

3

4

BAILED,

No. 1, by Joseph Bunge
Residence 186 East 84th Street.

No. 2, by
Residence Street.

No. 3, by
Residence Street.

No. 4, by
Residence Street.

Witnesses Benjamin F. Wyckoff
No. 6 Sutton Place Street.

No. Street.

No. Street.

$ 500 to answer

Dated March 24 188 5.

Arthur Smith
Magistrate.

Officer Schulder
23 Precinct

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

Dated March 25 188 5. Arthur Smith *Police Justice.*

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

Dated 188 . *Police Justice.*

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

Dated 188 . *Police Justice.*

CITY AND COUNTY OF NEW YORK, } ss.

POLICE COURT, 5 DISTRICT.

Benjamin F. Wykoff

of No. 6 Sutton Place. NY. ~~Street~~, aged 19 years,

occupation Bookkeeper being duly sworn deposes and says,

that on the 19th day of March 188 5

at the City of New York, in the County of New York, A certain Check was presented to the 5th Avenue Bank for payment drawn by one John P. Allen which was refused for the reason that said Allen had no account in said Bank of which deponent is a bookkeeper. Deponent further says that no such person could have had an account in said Bank without deponents knowledge

B. F. Wykoff
Bookkeeper

Sworn to before me, this 21 day of March 188 5

Police Justice.

Thomas Cannon
310 E 88

Henry Otting

For deposit only
A. L. Post

Mortimer

0075

No. 304 New York, March 16 1885

THE FIFTH AVENUE BANK OF NEW YORK.

THROUGH THE NEW YORK CLEARING-HOUSE ASSOCIATION.

Pay to Thomas Bannon or Order,

Thirty Dollars.

$ 30.00 Dr

John V. Allen

Note

Sec. 198—200.

9 District Police Court.

CITY AND COUNTY OF NEW YORK, } ss.

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

Question What is your name?

Answer. Thomas F. Bannon

Question. How old are you?

Answer 28 years

Question. Where were you born?

Answer. N.Y. City

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

Answer. 210 E 88

Question What is your business or profession?

Answer Contractor

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

Thomas F. Bannon

Taken before me this 24 *day of* March 188 9

Police Justice

Police Court— 5 District.

Affidavit—Larceny.

City and County of New York, } ss.:

Abraham L. Post.

of No. 550 E 86 Street, aged 28 years,

occupation Coal dealer being duly sworn

deposes and says, that on the 17 day of March 1885 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:

Thirty dollars good and lawful money

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 Thomas Bannon (now here)

from the fact that said Bannon presented a certain check to deponent, and asked deponent to cash said check which upon the following representations made by Bannon, deponent did deponent says that said Bannon represented to deponent that said check was good and money in the Bank to meet it, said check being drawn to the order of Thomas Bannon by John P. Allen ~~and indorsed by Henry Otting~~ on the Fifth Avenue Bank N.Y. deponent further says that said Allen had no account at said Bank

Sworn to before me, this day of 188

Police Justice.

Police Court, _____ District.

THE PEOPLE, &c.,
on the complaint of

.....

vs.

1 .....
2 .....
3 .....
4 .....

Offence—LARCENY.

Dated 188

..... *Magistrate.*

..... *Officer.*

..... *Clerk.*

Witnesses, ...

No. ..... *Street,*

No. ..... *Street,*

No. ..... *Street,*

$ ..... *to answer* ..... *Sessions.*

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

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of ..... *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 _____ 188 . _____ *Police Justice.*

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

Dated _____ 188 . _____ *Police Justice.*

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

Dated _____ 188 . _____ *Police Justice.*

0079

BOX:
171
FOLDER:
1738
DESCRIPTION:
Barrett, Elmer

DATE:
04/02/85

1738

Witnesses:
Edmund Blunt
115 Maiden Lane
Officer Jas. R. Keeney
Central Office

Bail $500.
Oct 4

For the reasons stated in the annexed report of Deft. Asst. Dist. Atty. Lindsay I recommend that the within Indictment be dismissed & that bail be discharged.
Oct 7. 1887
Randolph B. Martine
Dist. Atty

297

Counsel, Black
Filed 2 day of April 188 5
Pleads, Not Guilty

THE PEOPLE

vs.

Elmer Barrett

Grand Larceny, 2nd degree
[Sections 528, 68 L. Penal Code].

RANDOLPH B. MARTINE,
PETER B. OLNEY,
District Attorney.
28 Mar. 1885

A True Bill.
W. J. B. Berry
Oct. 4/87
Foreman.

Indictment dismissed
Oct. 7/87

POOR QUALITY ORIGINALS

0808

0081

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Elmer Barrett

The Grand Jury of the City and County of New York, by this indictment, accuse Elmer Barrett of the CRIME OF GRAND LARCENY in the second degree, committed as follows:

The said Elmer Barrett,

late of the First Ward of the City of New York, in the County of New York aforesaid, on the thirtieth day of December, in the year of our Lord one thousand eight hundred and eighty-four, at the Ward, City and County aforesaid, with force and arms,

one steam guage of the value of fifteen dollars, and one oil-cup of the value of twenty-five dollars,

of the goods, chattels and personal property of one Edmund Blunt,

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.

Randolph B. Martine,
District Attorney.

Wm. Rigney & Brennan

THE PEOPLE OF THE STATE OF
NEW YORK

against

Edward Barrett

Report

RANDOLPH B. MARTINE,
DISTRICT ATTORNEY,
No. 32 CHAMBERS STREET,
NEW YORK CITY.

approved
R B Martine
Dist Atty

Oct 17 1907

Herman M. Daniels
Asst District Attorney

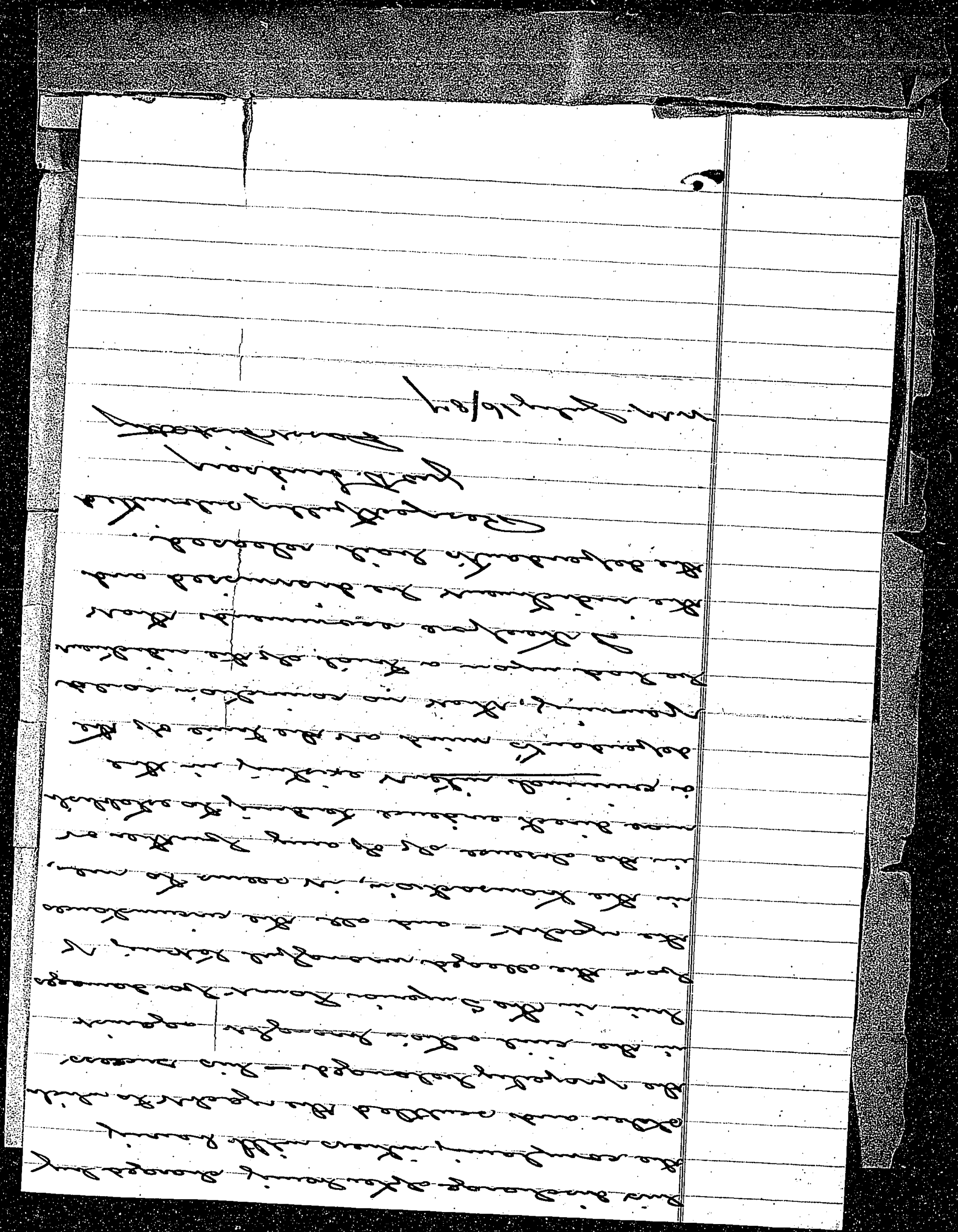
People
v
Barrett

It appears in this case, that the defendant, having the property he is charged with stealing in his custody as a bailee, pawned the same for the purpose of raising a few dollars in an emergency.

There is no evidence as to his intention in so doing. He claims that it was his purpose to redeem the same at his first opportunity and that he had no idea of permanently depriving the owner of the same, or of the use thereof or to appropriate it to his own use, except ~~for this~~ [illegible] as above stated.

Prior to the time of this alleged larceny, the defendant had always borne a good character, and except as to the transaction out of which this indictment arose, is a young man of excellent reputation.

Of course if the defendant's story is true, he is not guilty of larceny, or of any criminal offense, and in view of his good character

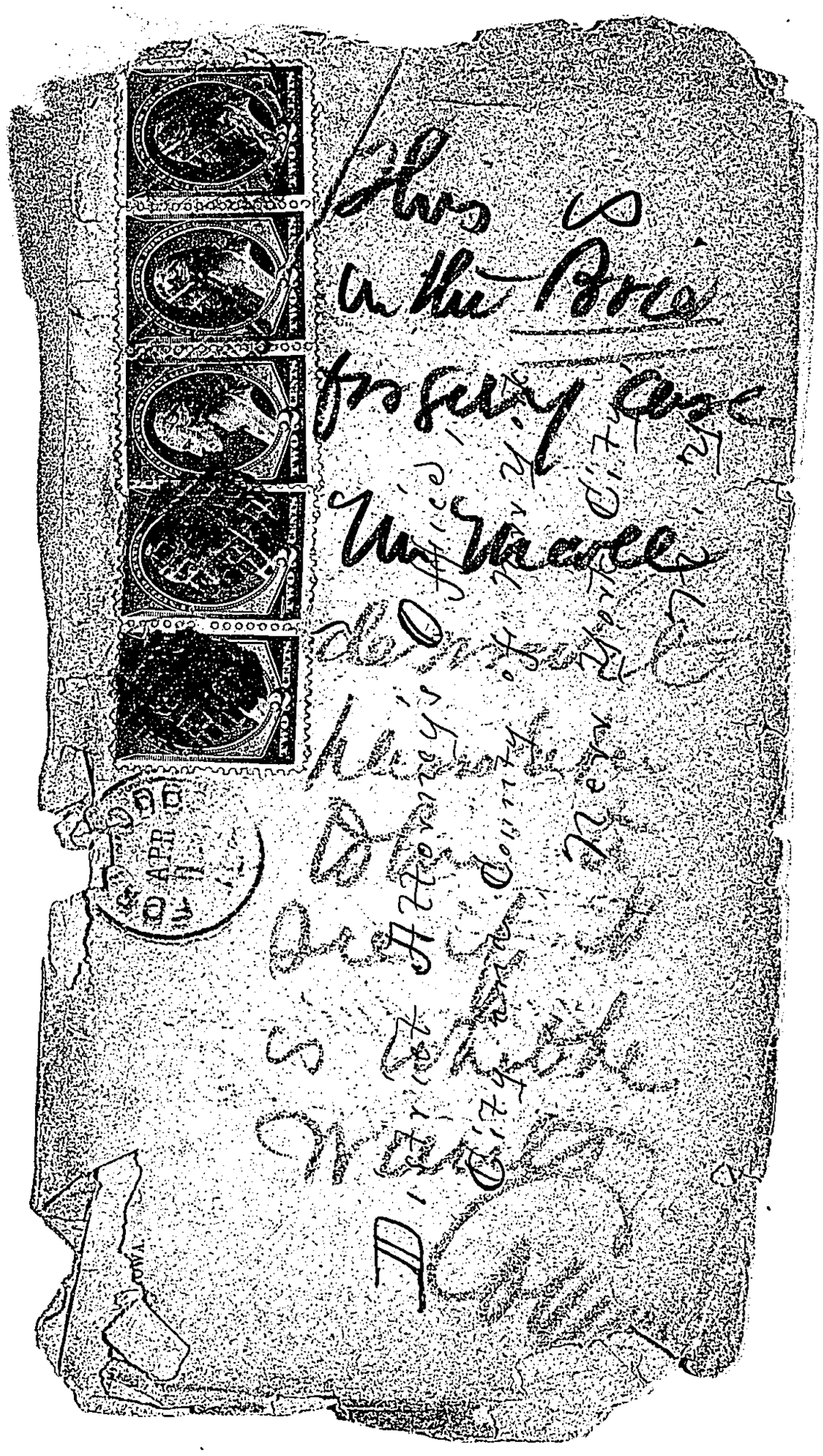


his discharge after being charged by the complaining witness with having stolen and scuttled the yacht to which the property belonged — his success in the civil action brought against him in the Superior Court for damages for the alleged wrongful taking of the yacht — and all the circumstances in the transaction, it seems to me, in the absence of any further or more direct evidence tending to establish a criminal intent existing in the defendant's mind at the time of the pawning, that no conviction could be had upon a trial of the indictment.

I therefore recommend that the indictment be dismissed and the defendant's bail released.

Respectfully submitted
Jno. D. Lindsay
Asst. Dist. Atty

N.Y. July 16/87



M. H. BLISS,
Clerk of the Courts,
WEBSTER COUNTY, IOWA.

Fort Dodge, April 14, 1885

Dear Sir

Complying with request in your letter of April 11th 1885, just received, I herewith hand you certified copy record entries Nos 157 & 158 State of Iowa vs Martin L. Bunnavat, showing conviction in each case.

Cost of preparing this transcript $3, which please remit

Yours &c
M. H. Bliss Clerk
By Sawyer

P. S. You will see, by inspection of record, that Mr B. was not sent up for 10 years on one indictment - but for 4 years in No 157 & for 6 years in No 158, He served out first term but was paroled by Gov of Iowa during second, because both convictions were that to be for same offense

having arisen out of same transaction
These are the only convictions of record
in this county against Mr. I. B. Hartman,

0088

DISTRICT ATTORNEY'S OFFICE,

New York, ... *188*

Mr Lyon Jewelry Business maiden Name
was Partner with Brie in the Bounty business
While together Brie wanted him to consent
to his (Brie) forging papers of Enlistment &
said they could make $100.000 in 30 days
He (Brie) also told him that he had been in
State Prison in Kentucky & Elsewhere
Mr Lyon refused to allow it & a few
days thereafter was arrested by Detective
Baker of Govt Service & sent to Washington
& held there for 6 or 8 weeks when he was
discharged no Charges whatever being made
against him & never Knew for what he was
arrested. While away Brie drew all the
money from the Bank & when he return
to N.Y. & saw Brie he made an appointment
with him to meet him the next day

0089

to settle. at 12.0 clk the next day
Brie took steamer & left the country
at that hour carrying off all the money
he thinks some #20 to #30.000 belongs
to the firm of Lyon & Co.

District Attorney's Office
City & County of
New York

People vs. Brie.

Indictment filed.
Dec 23/85.

Certificate
Subject of the Indictment

Property of
Mr. Hallam
Complt.

Important
Exhibit in
Contract.

DISTRICT ATTORNEY'S OFFICE,

New York, ... 188

Mr Jayne detective in Equitable building
Had the Case of Window Lanier & Co
who were victimized by forged checks
Brie informed who the forgers were
& was Employed by him to furnish
the names of the parties. Jayne investigated Brie & ascertained all about
him & found him a rascal but made
him fulfill his Engagements
I think Brie stated he knew the
forgers when he was in Prison
or got acquainted with them there
& said they lived on ~~strange~~ stopped
with him when here (they were western men)
Jayne went west & arrested them
& brought them here

0092

METROPOLITAN HOTEL,
Broadway and Prince St.,
NEW YORK.
JOHN M. OTTER, Manager.

New York, 188

History of E H Brie

Before the War was a "Card Writer" in ~~Hotels~~ Hotels in Cincinnati St Louis & N. Orleans

While in Cincinnati was arrested & convicted for robbing Guests at Hotel & was sent to State Prison at Columbus, Ohio

Mr Conklin atty for B. Way & Thomas St saw him in Prison there & had some cards written by him but cannot now recognize him as the man but ~~remembers~~ remembers the names & circumstances

Again in N. Orleans

When Genl Butler captured N. Orleans Brie was in the Parish Prison & wrote to Genl B. that if he would let him out of Prison he would give him valuable information against the Rebels. He was released

& when Lewis B. left N. orleans Brie said he would again be put in Prison begged him to bring him north with him after being north two or three months when he was discharged & came to N.Y. & went in the bounty jumping business after the war was over. Brie Forged Bonds of Richmond County ~~bonds~~ N.Y. for which I am informed he was indicted in the Dist. atty's office. Brie ran away & went to ~~[illegible]~~ where he assumed the name of Bernhard & was sent to State Prison for forgery under that name in Iowas (See letter & papers in your possession) for ten years. After serving five years he was pardoned & came back to N.Y. & was arrested by Geo Elder (detective) upon a bench warrant on a Ch of Richmond Co bonds. was taken to Dist. atty Phelps who let him go on a Ch of so long a time having elapsed

0094

Thomas Booth
John Slattery
E. H. Brie } filed May 9. 1871

E. H. Brie filed Sept 29. 1869

Court of General Term

People

v

Kelly & Grant

Emile H. Brie

Affidavit and
Order for Examination
of R. S. Shannon
and John B. Nobbler
as witnesses conducting
and depositions.

The service of a copy
of this motion order
is admitted
Nov 19, 1884

Wm. H. Murray
Counsel for Brie

5808

Court of General Sessions.

The People
- vs.-
Wesley Lyon & Emile H. Brie.

It is hereby stipulated and agreed that the conditional examination of Richard D. Shannon and John B. Waddell shall take place in the office of the District Attorney of the City and County of New-York on the 19' day of December, 1884, at 2 o'clock in the afternoon, and that the testimony so taken ~~shall~~ may be read in evidence on the trial of the indictment herein and shall have the same force and effect as if the witnesses were present in Court and gave their evidence orally. subject to all legal objections except as to leading questions.
Dated New-York, December 19', 1884.

Wm H Newman
Counsel for Emile H Brie

Court of General Sessions.

The People
- vs. -
Wesley Lyon & Emile H. Brie.

Examination and deposition of Richard D. Shannon and John B. Waddill, taken conditionally upon consent of counsel for defendants and by order of Hon. Frederick Smyth, Recorder.

City and County of New-York, SS.:

Richard D. Shannon, being duly sworn, deposes and says: I reside in Louisiana, Missouri, and I was from 1873 to 1875 private secretary to Silas Woodson, who was then Governor of the State of Missouri.

Q. Have you seen Governor Woodson write?

A. Frequently.

Q. Are you familiar with his ahddwriting?

A. Yes, sir.

Q. I show you a paper numbered 4771, containing in the right hand corner figures "$1,953.00" purporting to certify that the State of Missouri is indebted to John B. Brady, Capt., in the sum of $1,593.00 on account of service in company Co. Andrew Co., Regiment E. M. M., and purporting to be dated City of Jefferson, Missouri, October 8, 1874, and purporting to be signed "Silas Woodson, Governor of Missouri. State whether or not the signature is that of Silas Woodson, the former Governor of Missouri?

A. The signature on the paper to which my attention is called is evidently not that of Governor Woodson.

Q. Who was the acting paymaster general of Missouri in 1874?

A. John D. Craftom.

Q. Did you know Crafton?

A. Very well.

Q. Have you seen him write?

A. Yes, sir.

Q. State whether or not in your opinion that is his signature?

Objected to on the ground that the witness has not shown his capacity to testify to that.

A. I was not as familiar with his signature as with that of Governor Woodson. In my opinion it is not his signature.

CROSS-EXAMINED BY W. H. NEWMAN-

Q. Have you ever seen Silas Woodson's signature to any of these certificates other than the one shown you by the District Attorney?

A. I have seen his signature on the original certificates themselves.

Q. Were you aware that it was claimed that a number of these certificates were forgeries, or that the signature of the Governor to them were forgeries before to-day?

A. I became acquainted with the claim in this case.

Q. You were aware that it was claimed that a number of these signatures were forgeries?

A. Yes, a year or fifteen months ago.

Q. Wherein does this signature differ from the original signature?
Q. It differs materially in the initial letter of "Woodson"; it differs in nearly all the letters of his first name, and it differs in a slight degree in the last letter of the name "Woodson". Those are the principal differences in the signatures; scarcely any of the letters are made in such a way as to deceive those familiar with his handwriting.
Q. As to the other signature, how does that compare with the genuine signature; is it a good signature or is it a bungling one?
A. Its chief defect is in making an extra letter - ~~"A."~~ instead of ~~"R."~~ in the name "Crafton". I should take that to be a pretty good imitation.
Q. What do you say as to Governor Woodson's name, whether it is a good imitation or not?
A. I should say to one seeing and comparing it for the first time it would seem to be a good imitation; to one familiar with it as I was it did not seem a good imitation.
Q. In what year were the original certificates signed by the Governor?
A. To the best of my knowledge all of them were signed in 1874. None of them I know later.
Q. How long were you associated with the Governor officially?
A. Two years.
Q. What two years were those?
A. 1873 and 1874.
Sworn to before me, this :
19' day of December, 1884. :

Richard D. Shannon

Geo. W. Wright
Clerk

John B. Waddill, being duly sworn, deposes and says:
I reside at Jefferson City, Missouri, and am Adjutant General of the State of Missouri, and Acting Paymaster General of the same State.
Q. Do you come to the City at the request of the present Governor of the State of Missouri to give your testimony in this case?
A. By his order.
Q. Do you have in your custody the stub books from which the genuine certificates of the State of Missouri for war claims issued under the Act of March 19', 1874, were cut?
A. I have.
Q. Are they in your custody by virtue of the offices you hold?
A. They are.
Q. Will you produce the book containing the stub for certificate 4771?
A. I have it (Produced Book).
Q. According to that book to whom was the certificate 4771 issued?
A. To H. Carpenter, Mercer County, Regiment E. M. The letters "E. M." signify enrolled Missouri militia.
Q. And what was the amount of that certificate as appears by the stub?
A. $696.77.
Q. And what was the date?
A. August 19', 1874.

Q. Those books you bring from your office in Missouri?
A. Took them out of the safe a few hours before leaving.
Q. And are they kept there as a record of the certificates which have been issued?
A. They are.
Q. Have you found any record of the genuine certificate issued for $1,593.00 to John B. Brady, captain, of date of October 4', 1874, of the humber of about 4771?
A. I have never looked for any such ~~number~~ certificate
Q. Will you look about the number 4771?
A. All in the neighborhood of 4771 are dated in August.
Q. Then this whole book from 4,000 to 5,000 the genuine certificates bear date of August, 1874?
A. They do.
Q.

CROSS-EXAMINED BY MR. NEWMAN-
Q. In whose handwriting is that book?
A. I can't say. I was not in office at the time.
Q. Is it certified in any way?
A. It is, by Silas Woodson, Governor of Missouri.
Q. Please read ~~the~~ the certification that you refer to?
A. " Executive Office, Jefferson City, August 22nd., 1874. The certificates embraced in this book will be delivered to the persons to whom they belong, or their duly authorized agents or attorneys, according to the instructions heretofore given upon the subject. Silas Woodson, Governor of Missouri".
Q. Is that the Governor's signature?
A. I think it is beyond doubt.
Q. I don't want your opinion. Are you familiar with his handwriting?
A. Yes, somewhat.
Q. What have you to say as to that being his genuine signature?
A. I have no doubt it is his signature.
Q. Was the signature and the writing to which it is signed written by the same person?
A. I think it was.
Q. The stub book produced by you contains stubs and the writing referred to by you, signed Silas Woodson, Governor of Missouri, and nothing else?
A. Nothing else in the way of record except entries on the stubs and the certificate of the Governor.
Q. That is to say the writing on the first page signed Silas Woodson.

John B. Waddill

MR. SHANNON re-called for the prosecution -
Q. I show you a paper numbered in the lefthand corner 8659, marked in blue ink "in evidence Ex. 4", and ask you as to the signature "Silas Woodson", whether that is the handwriting of Governor Silas Woodson or not?
A. That is his signature.
Q. Now, will you look at the signature of J. D. Crafton on the same paper and say whether or not in your opinion it is in the handwriting of John D. Crafton, the former Acting Paymaster General of Missouri?
A. I think it is his genuine signature.

Q. Now, I show you paper numbered 6365, with the figures $9.70 in the righthand corner and ask you whether the signature "Silas Woodson" is or is not the handwriting of Governor Silas Woodson of Missouri?
A. It is.
Q. In your opinion is the signature of J. D. Crafton the handwriting of John D. Crafton, formerly Acting Paymaster General of Missouri?
A. I think it is.
Q. Will you look at the signature in the stub book "Silas Woodson Governor of Missouri", and state in whose handwriting it is, if you know?
A. I know it to be Governor Woodson's.
Sworn to before me, this : Richard D. Shannon
19' day of December, 1884. :
J. Smith
Rec'r.

Court of General Sessions.

The People
- vs.-
Wesley Lyon & Emile H. Brie.

Upon the annexed affidavit and upon consent in open Court of the counsel for the defendants, and stipulation therefor, the Court being satisfied that the examination of the witnesses Richard D. Shannon and John B. Waddell is necessary to the attainment of justice, it is hereby ordered that the said witnesses be examined conditionally before me, at the office of the District Attorney of the City and County of New-York, on this 19' day of December, 1884, at 2 o'clock in the afternoon, and a copy of this order be served on the counsel for defendants, half an hour before the time fixed for the examination herein.
Dated New-York, March 19', 1884.

Fred'k Smith
Recor

0102

Court of General Sessions.

The People
- vs. -
Wesley Lyon & Emile H. Brie.

City and County of New-York, SS.:

Leroy S. Gove, being duly sworn, deposes and says: I am Trial Assistant in the office of the District Attorney of the City and County of New-York. The defendants herein are charged with forgery in the first degree and have been indicted and pleaded not guilty. The indictment is pending but the trial has not yet been had. Richard D. Shannon and John B. Waddell are important and material witnesses on the part of The People, as I am informed and believe to be true, and their testimony is material and necessary for the prosecution upon the trial herein, as I am also informed and verily believe. The said Shannon and the said Waddell reside in the State of Missouri, and are about to leave this State to go to their homes, as I am informed and believe.

Leroy S. Gove.

Sworn to before me this 19th day December 1884.

John F. Brennan
Notary Public 112
City & County New York

B. W. Levy, advanced "Brie" money to get certificates printed. Says he was to receive from Brie $1000. has bill for printing Letters &c from B. He gave B. a check on an Eastern Bk which was paid to Seibert on a/c of printing. Check was Bogus & retd to Brie and paid for by him (Seibert will testify to receiving check & being retd as good) He formerly lived at 308 East 4th st Yours Supoena Clerk found him when case was on before

Charles Seibert Lithographer 12 Warren St (up Stairs) printed Certificates

Henry Seibert 12 Warren St Recd pay for them. Brie called upon him & Enquired if he had recd the money for them and said he had sent it by Wesly Lyon to pay him

Atty Genl Jamison of Mo will prove by Books of Stubbs of the originals & genuine Certificates, showing these are forgery

R D Shannon of Mo will testify signature of Gov Woodson is a forgery. Mr S. was Gov Woodsons private Secretary

Edward Hallem (plaintiff) purchased from "Brie" $40,000 face value of Certificates for $500. paid over $300. in Cash & bal due bill found they were forgeries & retd them to "Brie" & got his money but retained two Certificates upon one of which this indictment was found He has Mem of all the Nos & amts & the Books of Stubbs — Will prove them forgeries as far as the books here will cover the Nos Mr Hallem has other Mem & papers which it would be well to Examine before trial. Also he purchased from "Brie" before the above $40,000. $100,000 of same & paid him $1000. & holds his receipt for Same Sold them to "Thomas" 26 Broad St who Sold them to John H. Pennant 57 B.way Room 18. This lot of 100,000 is still out & never been returned or heard from

John H. Pennant 57 B.way Room 18 Bought from Brie 100,000 of Certificates He borrowed money upon them from Wm Hastings Comm of Maiden Lane & South St who still has them. Pennant will be an unwilling witness as he does not want his name connected with it he has been a large dealer in these genuine Certificates

New York, 188

Wesley Lyon (Witness)

You can prove by Lyon that Brie told him he had an order from Missouri for War Certificates & wanted him to ~~take~~ introduce him to some one to get them printed. Lyon being acquainted with Seibert took him there & received a commission from Seibert for same as he had done often before on other jobs

I am informed there is an indictment in your office against "Brie" found in 1871 or 1872 for forging Richmond County Bonds & that "Brie" ran away & went to Iowa & assumed the name of Bernard where he was sent to State Prison for ~~forgery~~ 10 years for forgery. Was pardoned out after serving five years & then returned to N.Y. Was arrested on his return by Detective Geo Elder who

on the forces o
was connected with Head Quarters
at the time

List of witness in Brie's Case

237. East 3rd St.

B. W. Levy ~~No. 306 East 4th St.~~ He may have moved but the Supoena Clerk found him when the case was up about 8 mos. ago

Chas. Seibert 12 & 14 Warren St.
Henry Seibert 12 & 14 Warren St. } up Stairs

Edward Hallem Everet Hotel Chatham St.

~~Thos. Tennant 37 Broadway Room 18~~

W. W. Warner 39 Broadway Room 24

~~Wesly Lyons~~

H. M. Lowenstein. House 157 East 94th St. & can be found at 18 Rutgers Place between 10 & 12 o'clk a.m.

David Sheehan 602 West 69th St. between 11th avenue & North river. About 6 houses west of 11th avenue lives in a shanty I think he on the North Side of Street. Supoena him to bring with him the Missouri War Certificates he bought of Lowenstein

Danl. Owen 226 East 23d St. Supoena him to bring his Mo. War certificate

Wm. Hastings Cor Maiden Lane & South St.

Thomas 26 Broad St. (will get his first name)

Detective M. Gert Eden

Please send for them.
There witness. Mr. Schaffer
you. never know when I
want to see him to-morrow.
The man who supposed this
last time. Can find him
up. 2 P.M.

0107

COURT OF GENERAL SESSIONS.

The People, &c.

vs.

Emil H. Bore

OFFENCE Forgery

RANDOLPH B. MARTINE,
District Attorney.

Trial memoranda
+ List of Witnesses

256

Bore this was
Bore Forges

B. W. Warner 39 Broadway Room 24 bought $25,000 Certificates from Wesly Lyon as broker for "Brie" & sold them to H. M. Sowenstein ~~the~~ 157 E. 94th St & recd in payment Check of — Hargraves (Sowenstein's Attorney) in Equitable building & paid the same to "Brie" Check was dated a few days ahead & when due was not paid. "Brie" called upon Warner & said the certificates belonged to him & that it was a put up job by Lyon Warner & Sowenstein to swindle him out of his property The check was afterwards paid and Warner saw "Brie" receive the money. Sowenstein sold at par over 2,000 of the certificates to David Sheehan 602 West 69th St between 11th avenue & North River about 6 houses west of 11th Av North Side of Street for property or Mtge on property in Brooklyn & ~~swindled the~~ is now under arrest for swindling Sheehan Who is a poor Irishman working by the day driving a Cart To make this Case clear as against "Brie" you want to Supoena Sheehan & have him bring his certificates in Court. (The stubb books will cover the No) having sent purposely for said No Sheehan will testify he got them from Sowenstein Sowenstein that he got them from Warner Warner that he got them from Lyon as broker for Brie & Lyon Who sold them for Brie. which makes a direct Chain ~~to Brie~~ from Sheehan (present holder) to Brie Also Warner afterwards bought from "Brie" 100,000 of Certificates and took recpt from Brie that they were genuine

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See R. Schryock
You can prove by him the forgeries of both the Gov: & Adjt Genls Crafton He is well acquainted with both & knows that "Crafton" is a fugitive from justice having run away from Mo about 1875 for frauds committed in relation to Missouri Certificates while in office

E. R. Kirk Sail Maker West St near Duane St caused the Arrest of Brie, Lyon & Biggs in June 183. All were held for "Grand Jury" were indicted Oct 183 & held to bail $2500 Each Brie & Lyon gave bail Biggs could not & died in Prison Nov 183. Brie was tried & pleaded Eight or Nine Days before he pleaded

The only connection Lyon had in the matter was to introduce "Brie" to the printer to get the certificates printed and received commission from Printer for same and attended as witness in selling some of certificates to Warren

See Kirk's testimony before "Justice" at Tombs Court

E R Kirk purchased from "Biggs" (now deceased) a quantity of Mex War certificates (same as Brie had printed) all of which are forgeries and paid for same about $1600 They (certificates) are now in Dist Attys office one of which is the one upon which this indictment was found we do not connect "Brie" with Biggs in this transaction only that they are the same certificates he got printed

See testimony before Tombs Court

Mr Charles Seibert No 12 Warren St (Lythographer) will identify the certificates as the ones he printed for "Brie" and will produce the stone from which he printed them

---

Evidence of R D Shannon of Missouri who was secretary of Ex Gov Woodson has been taken & is with the papers. by him it has been proven that Gov Woodsons signature is a forgery

---

Evidence of Jno B. Waddell Adjt Genl of Missouri has been taken wherein he produced the Books of his office showing that the original & genuine number of certificate that was issued was ~~to~~ for a different amt and to a different person. His Evidence is with the papers

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See testimony at Tombs Court

Edward Hallem 84 Chatham St (Hotel Everett) purchased from Brie $40,000 face value of Certificates & sold them He afterwards ascertained they were forgeries took them back & returned them to Brie and demanded his money. Brie at first refused to take them back and said they were genuine Hallem told him where he ("Brie") got them printed He then took them back & paid him his money Hallem had previously bought $100,000 from Brie and had sold them to Dealers but does not know whether they were forgeries or not

Subpoenaed — Wm Hasting Subpoenaed to produce Certificates

John H. Pennant No 57 Broadway Room 18 bought from Brie $100.000 of Certificates He Borrowed money upon them from Wm Hastings Cor Maiden Lane & South St Mr H. still has them Pennant does not want to be called upon to testify & will unwillingly do so as he does not want his name connected with it. was a large dealer in the originals & had a list of the entire issue

Sickles Name

Dan'l Owen 226 East 23d St bought in the market (of other parties) $120.000 all of which are forgeries and are the part of the lot Brie had printed as you will prove by Mr Siebert the printer also Mr Owen showed them to Ex Gov Woodson & they were pronounced by him forgeries

Sowerstein is Subpoenaed to produce certificates

B. W. Warner 39 Broadway Room 24 bought $25.000 from "Brie" & sold them to ~~a man~~ Henry A Sowerstein No 225 East 79th St who sold $2.106. worth of them at par for the purchase of property in Brooklin, Swindled the man out of his property is now under arrest for same Brie gave Warner a certificate that the Mc Certificates were genuin I have shown them to the printer who declares them part of the lot he printed for "Brie"

Said a Richman & then man Detective saying Get his cash

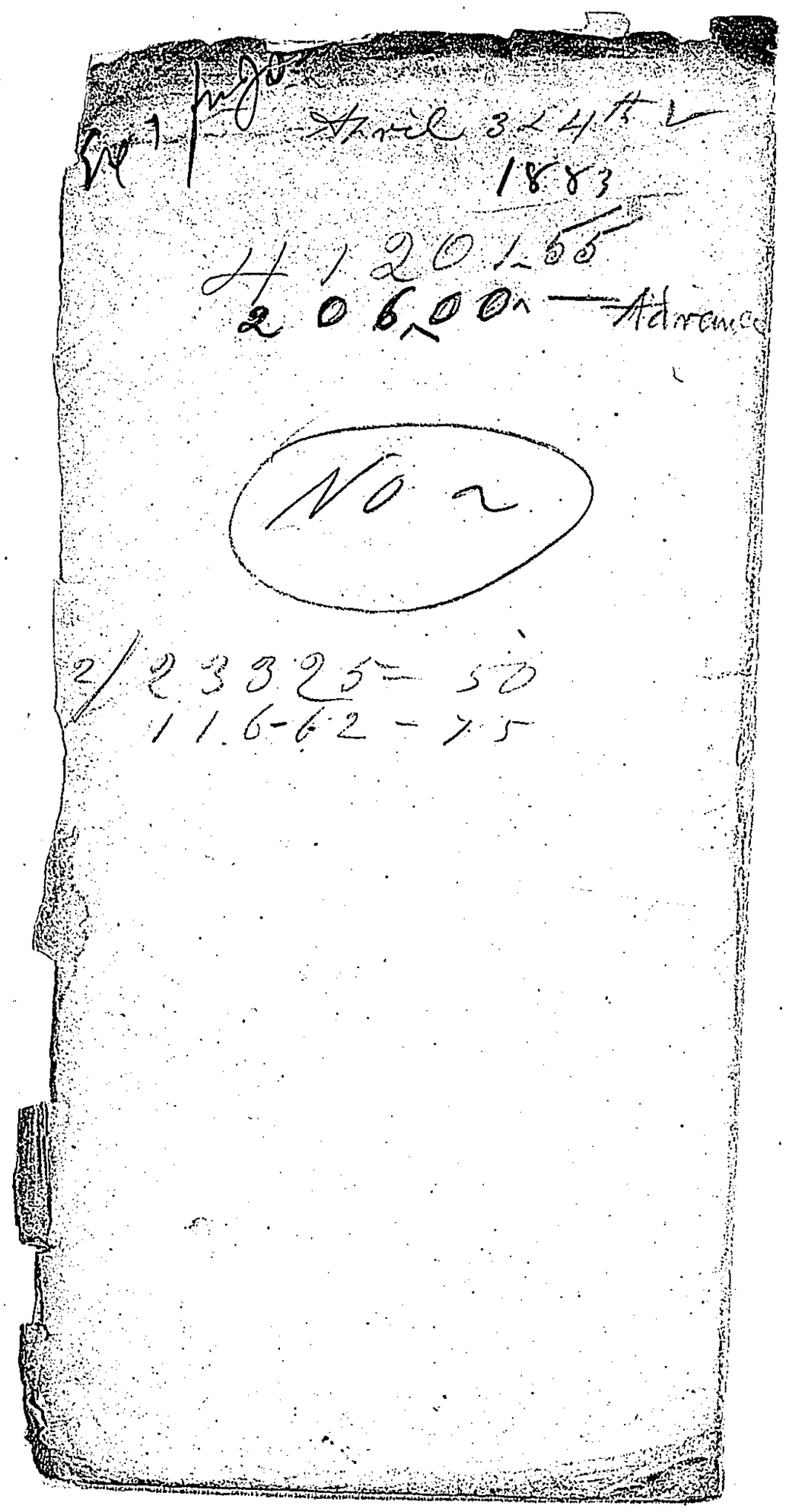
B. N. Levy No 308 East 14th St loaned Brie the money to pay for printing the Certificates and was to receive $1000 in return Brie had not paid him the last heard from He told Hallem (above witness) if he did not pay he would Expose him & promised to Call upon Hallem but never done so. He is not reliable being of the same stripe as Brie yet he might tell the truth

Brie was Convicted in Iowa & sent to State Prison under the name of "Bernhardt" Capt Walker knew him in Iowa was present at his trial & conviction & will reckognize him as the same man

I am informed Brie was indicted in 1870 or 71 for forging the Richmond Co Bonds. He ran away & went to Iowa where he got in Prison for forgery there in 1871. Upon his return here he was arrested by detective Geo Elder The latter can tell about him also most of the old detectives

Elder has been subpoenaed to prove the Character of Brie

Hargous



0112

DISTRICT ATTORNEY'S OFFICE.

PEOPLE

vs.

Bree

others

Let the Defts have
until Nov 19. 1883
to plead

0113

Land and Construction Co.
82 & 84 Nassau St.,

Sep Judy 13/85

New York June 5th 1883

Received of I A Bigg one hundred & fifty four pieces of Mississippi War Scrip amounting to about $100000 for value to get him the Money he got for me on them & further agree to Return them to him this day or to pay to him the Sum of Two hundred dollars this day this I accept as a Sacred trust

John A Walker.

Sup. 1 for Jones

"List of Mo war Claims"

No	Name		Date			Amount
393	John C. Arnold	Col	Aug	4th	1874	1.646 00
1376	Samuel Parker	Lt	"	"	"	1.462 25
4768	F F Gallihan	Capt	Oct	4th	1874	4 750 00
4758	Samuel J Craig	"	"	"	"	1.288
4757	John C Brandt	"	"	"	"	1.640 40
388	Henry Dawson	Maj	Aug	"	"	1.311
1444	Richard Oldham	2nd Lt	Aug	20th	"	1.269
1445	James Weeter	1st Lt	"	"	"	1.460
4755	Robert Dally	Capt	Oct	4th	"	1.360
4751	Samuel Carter	Maj	"	"	"	1.165
4750	George M Brown	Col	"	"	"	1.640 50
1375	Capt H H. Carron		Aug	14th	"	1.625 00
1402	James Bright	Surgeon	"	20th	"	1.460
4754	Henry Shower	Capt	Oct	4th	"	1.462 50
1400	Col William Spencer		Aug	14	"	1.793 40
1569	Simon Pickrell	Capt	Aug	26	"	1.267 00
						23.325.05

Headquarters, State of Missouri,
Adjutant General's Office,
City of Jefferson, January 1st 1885.

Col. J. R. Fellows
New York,
Sir;

I enclose certified copy of the statute under which the Mo. certificates of indebtedness were issued. It may help you in the trial of Brian indicted for forging Mo. Certificates.

Very Respectfully
John B. Wapleide
Adj. Gen.

Summons

N.Y. Dec 18th 84

Mr Peter B. Olney District Atty

Dear Sir - Owing to my being detained at my house by sickness, it will be impossible for me to respond personally to your summons as a witness tomorrow in the case of Isaac A. Biggs. I will report as soon as I am able to leave the house

Respectfully

Daniel Owen

Sp 2

Stock
Got of Biggs

30152-90
~~#~~15076-45

NO=3

0119

20 clock A.M. ~~P.M.~~
July 2nd 1883

No. 4771 out attached
to the affidavit of Kirk
left with the District
Attornie

No 1652 - $1720.60
the officer has this
certificate.

Gen. Finance Officer
31 Dec 75

0120

No 8659 Is a
genuine Certificate
#136-39

17 4 5 10 0
17 4 5 0

Note all the genuine Certificates
are for a small amount
paid to the Men for their services
for a short ~~space of time~~

0121

No. 388 — $1311.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to Henry Dawson, Maj. in the sum of
Thirteen hundred & Eleven 100 Dollars.
on account of service in Co. 39th Regiment Egan
This Certificate is not payable by the State until after the claim of said Henry Dawson
for his services has been presented to the United States Government and the amount allowed and paid to the State, and
then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Aug 4th 1874

B. F. Loughborough — Act'g Paymaster Gen'l
Elias Worthington — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 393 — $1646.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to John C. Arnold Col. in the sum of
Sixteen hundred & Forty Six 100 Dollars.
on account of service in Co. Col 2d Regiment Egan
This Certificate is not payable by the State until after the claim of said John C. Arnold
for his services has been presented to the United States Government and the amount allowed and paid to the State, and
then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Aug 4th 1874

B. F. Loughborough — Act'g Paymaster Gen'l
Elias Worthington — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 512 — $667.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to A. C. Adams in the sum of
Six hundred & Sixty Seven 100 Dollars.
on account of service in Co. C 6th Regiment Egan
This Certificate is not payable by the State until after the claim of said A. C. Adams
for his services has been presented to the United States Government and the amount allowed and paid to the State, and
then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Aug 10th 1874

B. F. Loughborough — Act'g Paymaster Gen'l
Elias Worthington — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

0122

No. 519 — $667.06

It is hereby certified that the

STATE OF MISSOURI

is indebted to Alfred Denny in the sum of
Six hundred & Sixty seven 06/100 Dollars
on account of service in Co. "E" 61st Regiment Enrolled
This Certificate is not payable by the State until after the claim of said Alfred Denny
for his services has been presented to the United States Government and the amount allowed and paid to the State, and
then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Aug 10th 1874

G. P. Crafton — Act'g Paymaster Gen'l
Elias Worthington — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis.

No. 528 — $667.06

It is hereby certified that the

STATE OF MISSOURI

is indebted to John D Moore in the sum of
Six hundred & Sixty seven 06/100 Dollars
on account of service in Co. "E" 61st Regiment Enrolled
This Certificate is not payable by the State until after the claim of said John D Moore
for his services has been presented to the United States Government and the amount allowed and paid to the State, and
then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Aug 10th 1874

G. P. Crafton — Act'g Paymaster Gen'l
Elias Worthington — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis.

No. 545 — $667.06

It is hereby certified that the

STATE OF MISSOURI

is indebted to James A Rankin in the sum of
Six hundred & Sixty seven 06/100 Dollars
on account of service in Co. "E" 61st Regiment Enrolled
This Certificate is not payable by the State until after the claim of said James A Rankin
for his services has been presented to the United States Government and the amount allowed and paid to the State, and
then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Aug 10th 1874

G. P. Crafton — Act'g Paymaster Gen'l
Elias Worthington — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis.

0123

No. 546 — $667.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to John B. Rost in the sum of Six hundred & Sixty seven 00/100 Dollars.
on account of service in Co. E 6th Regiment Engineers
This Certificate is not payable by the State until after the claim of said John B. Rost
for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Aug 10th 1874

J. L. Sampson — Act'g Paymaster Gen.l — Elias Worthington — Governor of Mo.

The R.P. Studley Co. Lith. St. Louis

No. 547 — $667.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to Albert Robinson in the sum of Six hundred & Sixty seven 00/100 Dollars.
on account of service in Co. E 6th Regiment Engineers
This Certificate is not payable by the State until after the claim of said Albert Robinson
for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Aug 10th 1874

J. L. Sampson — Act'g Paymaster Gen.l — Elias Worthington — Governor of Mo.

The R.P. Studley Co. Lith. St. Louis

No. 1376 — $1462.25/100

It is hereby certified that the

STATE OF MISSOURI

is indebted to Samuel Parker Jr. in the sum of Fourteen hundred & Sixty Two & 25/100 Dollars.
on account of service in Co. D 80th Regiment Engineers
This Certificate is not payable by the State until after the claim of said Samuel Parker
for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Aug 14th 1874

J. L. Sampson — Act'g Paymaster Gen.l — Elias Worthington — Governor of Mo.

The R.P. Studley Co. Lith. St. Louis

0124

No. 1375 — $1625.00

It is hereby certified that the STATE OF MISSOURI is indebted to Capt. H. H. Carson in the sum of Sixteen hundred and Twenty five 00/100 Dollars on account of service in Co. D 30th Regiment Enrolled Militia

This Certificate is not payable by the State until after the claim of said H. H. Carson for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Aug 14th 1874

Act'g Paymaster Gen.l — Silas Woodson, Governor of Mo.

The R.P. Studley Co. Lith. St. Louis

No. 1400 — $1793.46

It is hereby certified that the STATE OF MISSOURI is indebted to Col. William Spence in the sum of Seventeen hundred and Ninety Three 46/100 Dollars on account of service in Co. 14th Regiment Enrolled Militia

This Certificate is not payable by the State until after the claim of said William Spence for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Aug 14th 1874

Act'g Paymaster Gen.l — Silas Woodson, Governor of Mo.

The R.P. Studley Co. Lith. St. Louis

No. 1402 — $1460.00

It is hereby certified that the STATE OF MISSOURI is indebted to James O. Bright Surgeon in the sum of Fourteen Hundred and Sixty 00/100 Dollars on account of service in Co. Surgeon 18th Regiment Enrolled Militia

This Certificate is not payable by the State until after the claim of said James Bright for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. August 20th 1874

Act'g Paymaster Gen.l — Silas Woodson, Governor of Mo.

The R.P. Studley Co. Lith. St. Louis

0125

No. 1444

It is hereby certified that the

STATE OF MISSOURI

$1269.00

is indebted to Richard Oldham 2nd Lt. in the sum of One hundred and Sixty Nine 100 Dollars.
on account of service in Co. A 10th Regiment Enrmt
This Certificate is not payable by the State until after the claim of said Richard Oldham for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. August 20th 1874

Act'g Paymaster Gen'l — Governor of Mo.

The R.P. Studley Co. Lith. St. Louis.

No. 1445

It is hereby certified that the

STATE OF MISSOURI

$1460.00

is indebted to James Weeks 1st Lt. in the sum of Fourteen hundred and Sixty 100 Dollars.
on account of service in Co. A 10th Regiment Enrmt
This Certificate is not payable by the State until after the claim of said James Weeks for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. August 20th 1874

Act'g Paymaster Gen'l — Governor of Mo.

The R.P. Studley Co. Lith. St. Louis.

No. 1529

It is hereby certified that the

STATE OF MISSOURI

$668.00

is indebted to A. M. Adams in the sum of Six hundred and Sixty Eight 100 Dollars.
on account of service in Co. K 150th Regiment Enrmt
This Certificate is not payable by the State until after the claim of said A. M. Adams for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

Act'g Paymaster Gen'l — Governor of Mo.

The R.P. Studley Co. Lith. St. Louis.

0126

No. 1530 — $684.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to John G. Bordeau in the sum of Six hundred and Eighty Four 00/100 Dollars on account of service in Co. D 1st 65th Regiment E.M.M.

This Certificate is not payable by the State until after the claim of said John G. Bordeau for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. C. Swaffar — Act'g Paymaster Gen'l. Silas Woodson — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 1531 — $684.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to Henry H. Banks in the sum of Six hundred and Eighty Four 00/100 Dollars on account of service in Co. D 1st 65th Regiment E.M.M.

This Certificate is not payable by the State until after the claim of said Henry H. Banks for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. C. Swaffar — Act'g Paymaster Gen'l. Silas Woodson — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 1532 — $684.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to A. C. Chestnut in the sum of Six hundred and Eighty Four 00/100 Dollars on account of service in Co. D 1st 65th Regiment E.M.M.

This Certificate is not payable by the State until after the claim of said A. C. Chestnut for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. C. Swaffar — Act'g Paymaster Gen'l. Silas Woodson — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

0127

No. 1533 — $684.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to B. L. Clark in the sum of Six hundred & Eighty Four 100 Dollars on account of service in Co. D 65th Regiment Enrolled

This Certificate is not payable by the State until after the claim of said B. L. Clark for his services has been presented to the United States Government and the amount allowed and paid to the State; and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. L. Crafton — Act'g Paymaster Gen'l. — Lilius Morrison — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 1534 — $684.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to Amos Dewey in the sum of Six hundred & Eighty Four 100 Dollars on account of service in Co. "D" 65th Regiment Enrolled

This Certificate is not payable by the State until after the claim of said Amos Dewey for his services has been presented to the United States Government and the amount allowed and paid to the State; and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. L. Crafton — Act'g Paymaster Gen'l. — Lilius Morrison — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 1535 — $684.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to Lewis M. Darton in the sum of Six hundred & Eighty Four 100 Dollars on account of service in Co. D 65th Regiment Enrolled

This Certificate is not payable by the State until after the claim of said Lewis M. Darton for his services has been presented to the United States Government and the amount allowed and paid to the State; and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. L. Crafton — Act'g Paymaster Gen'l. — Lilius Morrison — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

0128

No. 1536

It is hereby certified that the

$684.00

STATE OF MISSOURI

is indebted to Henry B. Eastman in the sum of Six hundred & Eighty four 100 Dollars

on account of service in Co. D 65th Regiment Enrol

This Certificate is not payable by the State until after the claim of said Henry B. Eastman for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. P. Simpson — Act'g Paymaster Gen'l

Silas Woodson — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 1537

It is hereby certified that the

$684.00

STATE OF MISSOURI

is indebted to Isaac C. Ellsworth in the sum of Six hundred & Eighty four 100 Dollars

on account of service in Co. D 65th Regiment Enrol

This Certificate is not payable by the State until after the claim of said Isaac C. Ellsworth for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. P. Simpson — Act'g Paymaster Gen'l

Silas Woodson — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 1538

It is hereby certified that the

$684.00

STATE OF MISSOURI

is indebted to Henry W. Francis in the sum of Six hundred & Eighty four 100 Dollars

on account of service in Co. D 65th Regiment Enrol

This Certificate is not payable by the State until after the claim of said Henry W. Francis for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. P. Simpson — Act'g Paymaster Gen'l

Silas Woodson — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

0129

No. 1539 — $684.00

It is hereby certified that the STATE OF MISSOURI is indebted to George W. Hall in the sum of Six hundred & Eighty-Four 100 Dollars on account of service in Co. D 65th Regiment Enrolled Militia. This Certificate is not payable by the State until after the claim of said George W. Hall for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. Y. Lansford, Act'g Paymaster Gen'l — Silas Woodson, Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 1540 — $684.00

It is hereby certified that the STATE OF MISSOURI is indebted to John B. Graham in the sum of Six hundred & Eighty-Four 100 Dollars on account of service in Co. D 65th Regiment Enrolled Militia. This Certificate is not payable by the State until after the claim of said John B. Graham for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. Y. Lansford, Act'g Paymaster Gen'l — Silas Woodson, Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 1541 — $684.00

It is hereby certified that the STATE OF MISSOURI is indebted to Isaac Holeman in the sum of Six hundred & Eighty-Four 100 Dollars on account of service in Co. D 65th Regiment Enrolled Militia. This Certificate is not payable by the State until after the claim of said Isaac Holeman for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. Y. Lansford, Act'g Paymaster Gen'l — Silas Woodson, Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

0130

No. 1542 — $684.00

It is hereby certified that the STATE OF MISSOURI

is indebted to Jacob Haupt in the sum of Six hundred & Eighty Four 00/100 Dollars

on account of service in Co. D 65th Regiment Enrolled Militia

This Certificate is not payable by the State until after the claim of said Jacob Haupt for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. P. Saufley — Act'g Paymaster Gen'l — Silas Woodson — Governor of Mo.

The F. D. Strader Co. Tab. St. Louis

No. 1543 — $684.00

It is hereby certified that the STATE OF MISSOURI

is indebted to Jacob C. Irwin in the sum of Six hundred & Eighty Four 00/100 Dollars

on account of service in Co. D 65th Regiment Enrolled Militia

This Certificate is not payable by the State until after the claim of said Jacob C. Irwin for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. P. Saufley — Act'g Paymaster Gen'l — Silas Woodson — Governor of Mo.

The F. D. Strader Co. Tab. St. Louis

No. 1544 — $684.00

It is hereby certified that the STATE OF MISSOURI

is indebted to John S. Johnson in the sum of Six hundred & Eighty Four 00/100 Dollars

on account of service in Co. D 65th Regiment Enrolled Militia

This Certificate is not payable by the State until after the claim of said John S. Johnson for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

G. P. Saufley — Act'g Paymaster Gen'l — Silas Woodson — Governor of Mo.

The F. D. Strader Co. Tab. St. Louis

0131

No. 1545 — $684.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to Albert Jones in the sum of Six hundred and Eighty Four 100 Dollars on account of service in Co. D 65th Regiment Enrolled

This Certificate is not payable by the State until after the claim of said Albert Jones for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

Actg Paymaster Gen'l — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 1546 — $684.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to Wm H King in the sum of Six hundred and Eighty Four 100 Dollars on account of service in Co. D 65th Regiment Enrolled

This Certificate is not payable by the State until after the claim of said Wm H King for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

Actg Paymaster Gen'l — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 1547 — $684.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to Oscar Knight in the sum of Six hundred and Eighty Four 100 Dollars on account of service in Co. D 65th Regiment Enrolled

This Certificate is not payable by the State until after the claim of said Oscar Knight for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

Actg Paymaster Gen'l — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

0132

No. 1548 — $684.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to Larkin Lewis on the sum of Six hundred and Eighty Four 00/100 Dollars on account of service in Co. D 65th Regiment Enrolled Militia. This Certificate is not payable by the State until after the claim of said Larkin Lewis for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

T. T. Crittenden — Act'g Paymaster Gen'l. Silas Woodson — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 1549 — $684.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to M. M. Martin on the sum of Six hundred and Eighty Four 00/100 Dollars on account of service in Co. D 65th Regiment Enrolled Militia. This Certificate is not payable by the State until after the claim of said M. M. Martin for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Sept 1st 1874

T. T. Crittenden — Act'g Paymaster Gen'l. Silas Woodson — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

No. 1569 — $1267.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to Simon Pickrell Capt. on the sum of Twelve hundred and Sixty Seven 00/100 Dollars on account of service in Co. C 38th Regiment Enrolled Militia. This Certificate is not payable by the State until after the claim of said Simon Pickrell for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. August 26th 1874

T. T. Crittenden — Act'g Paymaster Gen'l. Silas Woodson — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis

0133

No. 4750 — $1640.63

It is hereby certified that the

STATE OF MISSOURI

is indebted to George M. Brown Col. in the sum of Sixteen hundred & forty & 63/100 Dollars on account of service in Co. Col 25th Regiment E.M.M.

This Certificate is not payable by the State until after the claim of said George M. Brown for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Oct 4th 1874

J. P. Coughlin — Act'g Paymaster Gen'l. — Silas Woodson — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis.

No. 4751 — $1165.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to Samuel Carter Maj. in the sum of Eleven hundred & sixty five & 00/100 Dollars on account of service in Co. Maj 25th Regiment E.M.M.

This Certificate is not payable by the State until after the claim of said Samuel Carter for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Oct 4th 1874

J. P. Coughlin — Act'g Paymaster Gen'l. — Silas Woodson — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis.

No. 4754 — $1462.50

It is hereby certified that the

STATE OF MISSOURI

is indebted to Henry Shower Capt. in the sum of Fourteen hundred & sixty two & 50/100 Dollars on account of service in Co. "C" 31st Regiment E.M.M.

This Certificate is not payable by the State until after the claim of said Henry Shower for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Oct 4th 1874

J. P. Coughlin — Act'g Paymaster Gen'l. — Silas Woodson — Governor of Mo.

The R. P. Studley Co. Lith. St. Louis.

0134

No. 4755 — $1360.45

It is hereby certified that the

STATE OF MISSOURI

is indebted to Robert Dally Capt. in the sum of
Thirteen Hundred and Sixty 45/100 Dollars
on account of service in Co. B 35th Regiment E.M.M.
This Certificate is not payable by the State until after the claim of said Robert Dally
for his services has been presented to the United States Government and the amount allowed and paid to the State, and
then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Oct 4th 1874

Act'g Paymaster Gen'l — Elias Woodson, Governor of Mo.

The R.P. Studley Co. Lith. St. Louis.

No. 4757 — $1640.40

It is hereby certified that the

STATE OF MISSOURI

is indebted to John C. Brandt in the sum of
Sixteen Hundred and Forty 40/100 Dollars
on account of service in Co. Capt. B 33rd Regiment E.M.M.
This Certificate is not payable by the State until after the claim of said John C. Brandt
for his services has been presented to the United States Government and the amount allowed and paid to the State, and
then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Oct 4th 1874

Act'g Paymaster Gen'l — Elias Woodson, Governor of Mo.

The R.P. Studley Co. Lith. St. Louis.

No. 4758 — $1288.00

It is hereby certified that the

STATE OF MISSOURI

is indebted to Samuel J. Craig in the sum of
Twelve Hundred and Eighty Eight 00/100 Dollars
on account of service in Co. Capt. C 140th Regiment E.M.M.
This Certificate is not payable by the State until after the claim of said Samuel J. Craig
for his services has been presented to the United States Government and the amount allowed and paid to the State, and
then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Oct 4th 1874

Act'g Paymaster Gen'l — Elias Woodson, Governor of Mo.

The R.P. Studley Co. Lith. St. Louis.

0135

No. 4768

It is hereby certified that the

$1475.00

STATE OF MISSOURI

is indebted to J. J. Callihan Capt. in the sum of Fourteen hundred and Seventy Five 100 Dollars.

on account of service in Co. Harrison Co. Regiment E. M. M.

This Certificate is not payable by the State until after the claim of said J. J. Callihan for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Oct 4th 1874

G. C. Swaffar Act'g Paymaster Gen'l. Silas Woodson Governor of Mo.

The R.P. Studley Co. Lith. St. Louis

No. 4771

It is hereby certified that the

$1593.00

STATE OF MISSOURI

is indebted to John B. Brady Capt. in the sum of Fifteen Hundred and Ninety Three 100 Dollars.

on account of service in Co. Gardner Co. Regiment E. M. M.

This Certificate is not payable by the State until after the claim of said John B. Brady for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson, Mo. Oct 4th 1874

G. C. Swaffar Act'g Paymaster Gen'l. Silas Woodson Governor of Mo.

The R.P. Studley Co. Lith. St. Louis

No. 6365

It is hereby certified that the

$9 70/100

STATE OF MISSOURI

is indebted to Greenberry Lawson in the sum of Nine 70/100 Dollars.

on account of service in Co. E. 45th Regiment E. M. M.

This Certificate is not payable by the State until after the claim of said Greenberry Lawson for his services has been presented to the United States Government and the amount allowed and paid to the State, and then only for the actual amount received from the United States Government.

City of Jefferson Mo. Nov 9th 1874.

G. C. Swaffar Act'g Paymaster Gen'l. Silas Woodson Governor of Mo.

The R.P. Studley Co. Lith. St. Louis

0136

Grand Jury Room.

PEOPLE

vs.

Emil H. Brie.

Forgery.

I want to see the Complainant.

Dec 22/95.

V. M. D.

0137

WARDEN'S OFFICE,

IOWA PENITENTIARY.

G. W. CROSLEY, Warden.

J. TOWNSEND, Deputy Warden.
J. G. BERSTLER, Clerk.
A. W. HOFFMEISTER, Physician.
W. C. GUNN, Chaplain

Fort Madison, Iowa, May 8th 1881

C M Simpson
New York city

My Dear Sir

Yours of May 4th at hand and in reply will say, that the Records of this Office show that one "Martin L Bernhardt" Webster Co. Crime, "Knowingly wittingly & Publishing a false & forged deed with intent to defraud & Knowingly Cheating by false pretences and false tokens" Sentence 10 yrs. Oct 17th 1871 Age 49 years – Complexion Dark Native of Germany occupation Merchant Education Good Religious Education Presbyterian Habits Temperate, Single – 1st Commitment Pardoned March 1876. If you desire a Transcript of the Conviction Send to Clerk of Courts at Ft Dodge Webster Co Iowa and you will get the desired information

Very truly Your
J G Berstler, Clerk

0138

No 195 West Street
New York Nov 9th 1885

Delancy Nicoll Esq
Asst Dist Atty

Dear Sir

I have been requested to write you in the matter of an indictment pending against Emile H. Bri found by a Grand Jury without notice to me, and it has been represented to me that one Charles M. Simpson and one Dr Edward Hallum are exerting themselves to procure Bri's conviction on that indictment.

I procured Bri's arrest about two and a half years ago, on the strength of representations, made to me by Simpson, Hallum and others, to whom I was introduced by them, that Bri had stolen Wesley Lyon in procuring the printing of the Missouri Certificates which I have purchased from one Briggs who was arrested with Bri and Lyon.

I had then no other proof that the certificates were counterfeits, and Briggs when I applied to him for the

return of my money, I told me repeatedly that he had obtained the certificates from one John Wallace, to whom he paid over the money I had paid him. In my presence, on the examination of the man before Police Justice Smith, Biggs testified to this fact, and also that he did not know Bri and had never any dealings with him.

I can also state that I have bought the same kind of certificates or what purported to be the same from Biggs at an other time previous to the time these certificates are said to have been purchased, and which he also then claimed to have obtained from one Wallace.

Shipman called on me previous to the time of the arrest of the parties, and desired me to advance him money to prosecute in the U. S. Court a claim he said he had to some Mexican Bonds, which I have since learned Bri claims as his property, offering me an interest in them if I would advance money to carry on the prosecution of his claim. I declined advancing any money, but

offered to aid him in procuring counsel and introduce him to Ex-Judge Erastus Cook, who took the case, but I understood, Judge Cook soon thereafter abandoned it upon the ground that Swinson had no valid right to the Mexican Bonds. It was during this negotiation with Swinson that he learned of my purchase from Biggs of the Missouri certificates, and he volunteered the information that they were worthless, and offered that on which Brie was arrested. I then credited his statements, as he had introduced to me one Hallett and some others to corroborate him.

I thought this matter had long since been abandoned and I have no desire (as far as I am concerned) to provoke it further, having reason to believe that Swinson is trying to serve his selfish purposes by pushing the case against Brie with a view of benefitting himself and others in the civil cases now pending in reference to the Mexican Bonds.

Respectfully yours

[illegible signature]

0141

TO THE CHIEF CLERK!

SEND ME THE PAPERS IN THE CASE OF

PEOPLE

vs.

Price

Kinney

Lowenstein

Sherman

Levy adm. [illegible]
[illegible]
[illegible]

Slevin

6 Mc
Shuman 62 Scott

Lyon Ehrl

Thanks.

LARCENY BY FALSE PRETENCE.

Daniel Sheehan, of No. 606 East Sixteenth street, in consideration of $150 in money, $850 in notes and twelve Missouri State bonds, which he was assured were worth their face value, $2,106 20, transferred to Henry N. Lowenstein, of No. 225 East Seventy-fifth street, on October 21, 1881, a second mortgage amounting to $4,500, on the property No. 58 Sidney place, Brooklyn. After the transfer had been made Sheehan ascertained that the Missouri bonds were not worth what Lowenstein represented them to be, and caused the latter's arrest on a charge of larceny. The case came up in the Fifty-seventh Street Court yesterday and was adjourned for examination at the Tombs on Monday next.

Papers in this case will arrive probably today May 2nd

Daniel Sheehan, 416 East 23rd St.
to produce ~~bonds~~ certificates

Thos Sidney of Sidney Bros 14-14 Warren Street has seen these ~~bonds~~ certificates and identified them as having been engraved by them, at the request of Lyon & Brie. — see his affidavit in other case.

Lee R. Schwegler 39 Broadway
knows Geo. Woodson's signature & has seen these ~~bonds~~ certificates & believes them to be forgeries.

B.W. Warner - 39 Broadway Room 24
Lyon is the brother of
~~Brie~~ got these certificates from Brie & sold $25000 to Lowenstein for $250.
Brie told Warner at the time of the payment that they belonged to him, and Warner says Lyon pay Brie the money.

Chas W. Thompson
62 Liberty St Room 12

POOR QUALITY ORIGINALS

0144

LARCENY BY FALSE PRETENCE.

Daniel Sheehan, of No. 606 East Sixteenth street, in consideration of $150 in money, $850 in notes and twelve Missouri State bonds, which he was assured were worth their face value, $2,106 20, transferred to Henry N. Lowenstein, of No. 225 East Seventy-ninth street, on October 27, 1881, a second mortgage, amounting to $1,500, on the property No. 53 Sidney place, Brooklyn. After the transfer had been made Sheehan ascertained that the Missouri bonds were not worth what Lowenstein represented them to be, and caused the latter's arrest on a charge of larceny. The case came up in the Fifty-seventh Street Court yesterday and was adjourned for examination at the Tombs on Monday next.

Sheehan gives in the case and wants witness subpoenaed today May 2nd

Daniel Sheehan, 1416 East 23rd St.
to produce ~~[illegible]~~ certificates

Chas Sidney of Sidney & Sons 141-14 Warren
certificates
Sheehan has seen these ~~bonds~~ and identified them as having been engraved by them, at the request of Lyon & Price. — see his affidavit in other case.

Lee R. Schnugler 39 Broadway
knows Gov. Woodson's signature &
certificates
has seen these ~~bonds~~ & believes them to be forgeries.

B.W. Warner - 39 Broadway Room 24
Lyon was the holder of
~~[illegible]~~ certificates from Price &
sold $2,000 to Lowenstein for $250.
Price told Warner at the time of the payment that they belonged to him, and Warner says Lyon pay Price the money.

Chas Thompson
62 Liberty St Room 12

"List of "No War Claims"

No.	Name	Date			amount
528	John D. Hoover	Aug 10th	1874	$	667 00
1529	A M. Adams	Sept 1st	74		668 00
1545	Albert Jones	Sept 1	74		684 00
1546	Wm H. King	Sept 1st	74		684
1547	Oscar Wright	"	"	"	684
1544	John S. Johnson	"	"	"	684
1543	Jacob C. Irvine	"	"	"	684
1542	Jacob Hauff	"	"	"	684
1549	M M. Martin	"	"	"	684
1534	Amos Deming	"	"	"	684
1548	Larkin Lewis	"	"	"	684
1533	B C. Clark	"	"	"	684
1532	A C. Chestnut	"	"	"	684
1531	Henry H Banks	"	"	"	684
1530	John Y Bordman	"	"	"	684
1540	John B. Graham	"	"	"	684
1539	George C Falk	"	"	"	684
1538	Henry W. Francis	"	"	"	684
1537	Isaac C. Ellsworth	"	"	"	684
1535	Lewis M. Darton	"	"	"	684
1536	Henry B Eartman	"	"	"	684
1541	Isaac Holeman	"	"	"	684
519	Alfred Denney	Aug 10th	"		667
545	James A. Rankin	"	"	"	667
546	John B Root	"	"	"	667
547	Albert Robinson	"	"	"	667
513	John Amerit	"	"	"	667
	1850				18,220.00

PEOPLE

vs.

Emile H. Brie.

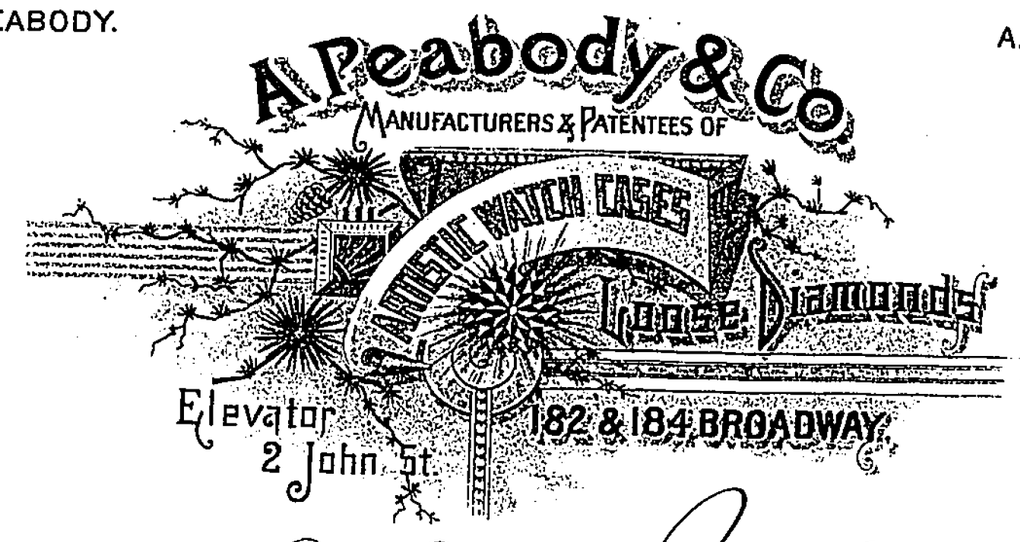
Forgery.

Grand Jury for
Dec ~~22/85~~ 23/85.

V. M. Davies

Dec 19/85.

M.PEABODY. A.PEABODY.



New York, July 10th 1888.

Hon Rufus D. Cowing
Justice General Sessions

Dear Sir

I am an Hungarian, residing more than twenty five years in this City. Although I returned for a while to my native country; my own love for this great land, and through the advice of one of the greatest Americans of today, whom I visited in Vienna - I refer to Mr. Blaine - brought me back to New York.

In Hungary I know the family of the unfortunate Loew, now in the Tombs. Here I have known him & his wife & children for years.

His father was one of the deepest thinkers of his race a great leader of thought, a patriot, a scholar and an author of imperishable fame. His elder brother the Attorney General of Hungary. His younger brother a famous pulpit orator and the only Jewish Rabbi ever raised to Knighthood.

He the poor prisoner, I assure you is a good man. He was always a loving father, a true friend, a generous and a charitable man. How he could get into such serious trouble before the law, I cannot comprehend. I know he could not get into it out of moral depravity or turpitude, for I have known him to be upright and

0148

M.PEABODY. A.PEABODY.

A. Peabody & Co
MANUFACTURERS & PATENTEES OF
ARTISTIC WATCH CASES
Loose Diamonds
Elevator 2 John St
182 & 184 BROADWAY.

New York, _____ 188__

honorable in all his dealings.

I pray to your honor to pardon him, by suspending judgment over him.

I am fairly well to do. And I promise and agree to secure to him means of earning an honest livelihood or I will see to it, that he is enabled to return with his family to Hungary.

And I will ever and ever pray that God may bless you.

Yours
Mike Peabody

We, who sign our names and addresses below join Mr. Peabody in his Petition for judicial clemency and pray for poor Lowi's discharge under suspension of judgment.

A. Peabody & Co.
W. E. Cory
Solidarity Watch Case Co 85.
Oppenheimer Bros & Heath
A. Myers & Co
Joseph Salyer & Co
Blandford & Co
H. Muhr Sons.

A. Wallace & Co Jeffries
5 Maiden Lane
Lissauer & Andheim
12 Maiden Lane
J. W. Friedman
10 Maiden Lane
Dorrance & Long
194 Broadway
J. R. Knigled
Dorrance & Knigled
194 Broadway.

District Attorney's Office.

PEOPLE

vs.

Elmer Barrett.

April 2-1885

~~Folded~~ Bundle too large for regular ~~[illegible]~~ filing.

Filed in closet.

To the honorable District Attorny Col. Fellows.
Citty

Honored Sir;
Kindly please exuse me if I venture to trouble You with my letter, as everybody advises me to address myself to you, in my troubles.
I have beaught a suit, in your Court last Year, against Wm. N. Loew. lower 16 Centre Str for forgery. I and my witnessis were subpoened in the General sassion, several times, but sent home, wittout reason. Simultoniously I have also begun a suit in the same matter against the Brit. Amr Ins. Co in the Supreme Court, and as this Suit against the Comp. depends upon the decision of your Court against Wm. N Loew.
I am very much delayed. I am ~~extely~~ sorry, to be compelled to confess my wholly destitute position, and great lack of means to You, but I have been deprived of all I possesed.
I am expecting my confinement in the very shortest time, so that it will no doubt, be imposible for me, to appear at Court next month.
To You as the Attorney of the Public and of the oppressed I address myself with the humble request to extend the benefits of the just Law which is equally for the poor, as for the rich, also on me, as a poor woman, and to rush my lawsuit against Wm. N. Loew as much as you find proper.
If possible kindly do your best to get my lawsuit

ended as I am in a very bad condition, Therewith
You would, honorable Sir, make me happy.
Hoping that you will kindly pardon my letter
I remain Yours very thankfull

Mrs. Clara Thulhof.

433. Co 79 Ste.

To the honorable District Attorny Col. Fellows.
Citty

Honored Sir;
Kindly please exuse me if I ventuce to trouble You with my letter, as everybody advises me to address myself to you, in my troubles.
I have braught a suit, in your Court last Year, against Wm. N. Loew lower 15 Centre Str for forgery. I and my witness is were subpoened in the General sassion, several times, but sent home, wittout reason. Simultoniously I have also begun a suit in the same matter against the Brit. Amr Ins. Co in the Supreme Court, and as this Suit against the Comp. depends upon the decision of your Court against Wm. N Loew.
I am very much delayed. I am ~~very~~ sorry, to be compelled to confess my wholly destitute position, and great lack of means to you, but I have been deprived of all I possesed.
I am expecting my confinement in the very shortest time, so that it will no doubt, be imposible for me, to appear at Court next month.
To You as the Attorney of the Public and of the oppressed I address myself with the humble request to extend the benefits of the just Law which is equally for the poor, as for the rich, also on me, as a poor woman, and to rush my lawsuit against Wm. N. Loew as much as you find proper.
If possible Kindly do your best to get my lawsuit

ended as I am in a very bad condition, Therewith
You would, honorable Sir, make me happy.
Hoping that you will kindly pardon my letter
I remain Yours very thankfull

Mrs. Clara Shulhof.

433. E 79 Str.

0154

In the Tombs, Tuesday. July 30. 1888

Hon. R. B. Corning:

Sir.

I beg of you very respectfully not to consider it improper that I dare to send to you these lines. I pray, that if you do find it to be a piece of indiscretion or even impudence to forgive me.

This letter is taken to you by my daughter Rosie – a girl of 15; my third child. I have six; her older sister however is blind and her older brother is a deaf-mute; her mother, my beloved wife, seriously sick with a disease which I fear is incurable – pericarditis or inflammatory rheumatism of the heart – cannot call on you and thus I entrust my letter to a mere child.

Honored Sir:

I appeal to you to be merciful to me. None know better than I, that your answer may be that almost all criminals attempt to shield themselves behind their "families" etc. etc.; that they, the criminals, ought to have thought of their families before they did the wrong they stand convicted with; that the more educated the man the more revolting the crime and all this ... but I pray to you to believe me that at the time I endorsed that check I knew to have had

the authority and the direction to do so from the husband of Mr Shulhof, more than this I honestly believed that it was my duty to do so as the assignee of Mr. Shulhof.

I know that a jury did not believe me but I feel it that had I had the right to go into the matter fully, the jury would not have convicted me.

I know that I am a convicted felon and had I not received a religious education, I would not write this letter, for death by my own hands would have ended all.

I say that Daniel Webster was never, never more mistaken in his life than when he said "and suicide is guilt." No! Suicide is relief from shame, disgrace, humiliation, misery and maybe cowardice, but in my case it would not have been a confession of guilt.

Alas I must live! for my dear wife's sake, for my children's sake, for my own sake to prove by my hereafter life, that I could not be guilty of the crime I was convicted of.

If there is such a thing as a comparative or a superlative of the term "Law-abiding citizen", you, Sir, must be the most law abiding citizen of this country and therefore to you the verdict of the jury is final & you must abide by their decision which says I am guilty. Yet, Sir, you have the power to be

merciful and for mercy I beg, humbly

I know you will answer I: "Why you "had a whole years time within which to "arrange this matter, why didn't you do it" – Sir. There has been or there will be presented to you affidavits of three gentlemen, all respectable, trustworthy, reliable, one of whom you have known probably 20 years, I mean Mr. John L. Lindsay Counsellor at Law, who swear that they tendered Shuckh of the $1750.00 the full amount of the check – nay they offered him $2500.00 the full amt of the insurance that they did this before my arrest, yet that man Shuckh demanded in addition to this amount $500.00 for counsel fee and $300.00 "for loss of time" for himself, in all $3300.00 though I received only $1750.00 of which I gave him $200.00. When I heard this I stopped the interference of my friends and though I was nigh on 4000 miles away, in Hungary, I returned immediatly, throwing up very important professional engagements abroad, to be here to meet & to repel the attempt of blackmail then being levied on my poor wife.

On the very day of my return I tendered the payment into court of the entire amount of the proceeds of that check, to abide the decision thereof. To

whom it belongs. It was refused.
Then I was arrested and now I am convicted.

I pray my good God to induce you to be good, merciful, generous to me. What I can get from you is either a new trial, or a suspension of judgment, or my sentence of not less than five years.

Believe me Sir, that it is not coward-ice that implores you not to sentence me. In begging, humbly and piteously, for mercy I do so for the sake of that poor dying woman at home, for that angelic blind girl, for that unfortunate deaf mute boy & for the four little ones, who Thank God, are healthy but who need me more and more daily. If I am sentenced a poor woman and six children must become paupers, beggars, outcasts.

Sir:

Pardon me, if for the first time in my life I dare to boast with what I did in the field of benevolence & charity; it may show you that I am not a heartless, bad man.

Since 1871 I considered myself as the de facto Attorney General of the poor Hebrew-Hungarians of this city. I have given them advice, I tried their causes, I compromized their differences amicably, I was their Counsel in the truest sense of the word, without pay, for very little pay, and

time and time over again by paying more out of my own pocket, than I made; here a fine, there the rent, here the wages withheld, there the expense incurred for this or that, of and by my "clients"

I have had occasionally as many as six boarders at my house, young men I clothed, fed, taught English, secured work, started them in life never, by God! never receiving pay!

Two years ago, two young students of a Rom. Catholic Seminary came to N.Y. from the interior part of this State. I became acquainted with them, I was favorably impressed with them, I respected their learning and erudition and — when perchance they mentioned that they are desirous to leave the rom. cath. priesthood & study law, but that they are penniless — I took them into my house kept them there nigh on a year, found places for them in prominent law-offices, their salaries I would not permit them to touch, and only after they were on firm footing did I permit them to leave my house, refusing to receive, directly or indirectly, any pay whatsoever for board — lodging, washing etc. One of the young men had his mother with him an old lady of sixty or more, whom I also made a member of my household for 3 months!

The Captain of the City Hall Police Station had a young girl in his station house who had lost her way from Castle Garden, where she had

arrived on that day with "friends". I was called in to act as an Interpreter & found her to be a poor girl who had been led astray in the old Country & came here to hide her disgrace. I took the poor girl home, hired a furnished room for her, my poor wife attended on her on her confinement, we kept the girl until she was well, then I sent her home at my expense & compelled the young man to marry her & to "adopt" the child as their own!

I was consulted as "friend" & as "counsel" by rich and poor, and had each "consultation" brought but very little into my coffers, I would indeed be a rich man.

Were it not indiscreet, I could give you the names & addresses of at least twenty men, now occupying excellent, fairly good, & good positions in society and financially, whom I "started in life", by taking them under the arm, keep them from want or crime, & securing them means of livelyhood. One gentleman now earns $50.00 per week as Stenogr. & Typewriter & Secretary of a firm, who was few years a waiter of a cheap restaurant at $2.00 per week, where I met him when I went there to foreclose a chattel mortg. I found him to be a gentleman of culture & refinement, who however could not get along here being "green" etc. I took him to my home, cleaned him, taught him English, bought for him books, paid his teacher in Engl. Stenogr. (he was an excellent Germ. Stenographer) and

to day he is the Secr. of a chief of a large firm. Another gentleman is Manager & cashier of one of the largest clothing houses in N.Y. for whom I paid a fine in a police court "for disorderly conduct". I spoke to the man, I found him to be bright, intelligent, with good impulses. For over a year and a half I kept him at my house and from drink & to day he is doing splendidly.

What I did in this way, well, I am ashamed to tell all, were my position not so supremely dangerous, I never would have alluded to it.

Ask men like Mr. Charles A. Flammer, John L. Lindsay, Rev. Dr Browne, Dr Emil W. Hoeber, Dr S. Waterman, Moritz Ellinger, Sydney Rosenfeld, men who had been in and out my house, they will all gladly bear witness that the only crime I ever committed to their knowledge, was that I was generous to a fault, open handed and openhearted to everybody.

Do, pray, believe me, that I never wronged a man woman or child intentionally.

In this very matter I assure you, I acted in good faith.

Do, Honored Sir, take my position into consideration. I must pay the $1750.00 anyhow, under the judgment of the Superior Court it must be paid, —.

If you suspend judgment, that expels me anyhow from the practice of law a severer punishment than prison!

Imprisonment would be punishment to

an innocent woman & to innocent children.
To me, done it would be "revenge" & "revenge" only. What shall become of my family, if your Honor casts my request, my prayer aside unheeded? God have Mercy on them.

Sir: You have done it before, you will do it again, do it now! If you think that I am not entitled to a new trial, suspend judgment on me! I can go away from here, I can do something here, but at all times I will support my family. And I beseech you permit me to do so. They have no one in the world. My relatives are in Hungary, proud, aristocratic, who never forgave me that I married a poor shop girl; my wife's relatives here in the U.S. are poor and since 20 years I have partly supported them.

Would I have returned from Europe voluntarily had I not implicitly believed, honestly believed myself to be innocent, had I not known that I am innocent.

I know it is my fault that I could not prove my innocence; with all due regard to poor Col. Johnstone & with all gratefulness for his intentions, I honestly believe that my defence, submitted in other form, would have carried conviction to your Honor's mind & to the mind of the jury that I am innocent.

Take all this into consideration and be merciful to me.

Shakespeare was in error when he said that the quality of mercy --- blesses twice, it blesses him that gives and him that takes;" no! it blesses

a thousand and again thousand fold.

God bless you and yours!

My child, the bearer of this letter, can tell you more about me, my home, my mode of life, my aims & my ambitions, my work done & to be done, pray ask her.

If from what you can learn anywhere about me, you come to the conclusion that I must be punished, than I bow in submission, than I have lived in vain.

I apologize once more for the liberty taken in sending this letter to you,

and I am with sentiments of my most distinguished consideration

Wm R Loew

0163

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

February 18 1888

Messrs Langbein
Gentlemen

Could you give me date for copy order of disbarment of William N. Levin as lawyer of this City by our General Term?

Would be obliger for any information you may have on the matter

Very truly
[illegible]
Asst District Atty

Mar 26/76
Order entd
Supreme Ct

WM. N. LOEW,
ATTORNEY & COUNSELOR AT LAW,
NOTARY.
No. 15 CENTRE STREET.

New York June 8th 1887

Mein lieber Herr Schulhof:

Ich bitte Sie freundlichst mit Ihrer Frau Gemahlin, morgen, Freitag nach 1 Uhr N.M. hierherkommen zu wollen. Mit Gruss

Ihr Loew

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

Mesrs Lauchheimer Bros
attys &c
Address 287 Broadway

Dr. Emanuel Bock,
163 East 91st St.

New York, ... 188

There is a maiden 18 years of age at the head of a list of six childeren she is nearely blind, then comes a boy of 16 years he a deaf-mute! The mother incureable, ill. the father in Jail I thought matters over, I feel it, I religiously believe it, that Your Honors mercy, if you can grant it may restore to that home of poor Mr Loew that only blessing to be united I am not entirely unknown to your Honor and hope that I have made no error, in following the dictates of my heart

Ever yours most obidiently
Emanuel Bock M. D.

People
agt.
Loew
} Forgery

Donohue, Newcombe & Cardozo,
Counselors at Law,
96 Broadway,

CHAS. DONOHUE.
RICH^D S. NEWCOMBE.
ALBERT CARDOZO JR.

New York May 22^D 1888

Hon
John R Fellows,
District Attorney

Dear sir:

In this matter the complainant Mrs Schulhof has recovered from her sickness; the witness Fleischer who was in Europe has returned and the prosecution is ready to press the case. Our Mr Baldwin can give you some assistance in the case if you need him, and a talk with him before the trial might materially aid whoever may be assigned to try the case.

Very truly Yours
Donohue Newcombe Cardozo
B.

Oesterreichisch-Ungarische Zeitung
vormals
Oesterreichisch-Amerikanische Zeitung
The only Austrian, Bohemian and Hungarian Paper
in the United States.
ESTABLISHED 1881.

M. SCHNITZER, PROP.
P. O. B. 548.
21½ SPRUCE ST.

New York, February 10th 1889

Hon. John R. Fellows
Distr. Atty.-

Sir:

Permit me to intrude on you with an earnest request, which you will more readily grant for the sake of justice than for me personally; - though I have your promise to do all you can for me, who personally and with his paper did faithful service to you, and which paper even brought your picture without expectation of reward.

I and my paper have since the last seven years devotedly labored for our democracy.

Mr. Wm. N. Coew, a countryman of mine and formerly Editor of my paper confesses to me that he is in trouble.

I know him (he edited my paper for years)

Oesterreichisch-Ungarische Zeitung
vormals
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The only Austrian, Bohemian and Hungarian Paper
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M. SCHNITZER, PROP.
P. O. B. 548.
21½ SPRUCE ST.

New York, ... 188

to be one of nature's nobleman; as he is the father of seven small children. I appeal to you to be of service to him. — In what may you can help him you know best that I know that any favor you show him I and my paper will gratefully appreciate and acknowledge. —

I earnestly hope that my appeal will do good service to him, as he deserves the good will of all men. —

Yours very truly
M. Schnitzer

CARDOZO & NEWCOMBE.
COUNSELORS AT LAW.
RICHARD S. NEWCOMBE.
ALBERT CARDOZO JR.

SCHERMERHORN BUILDING.
96 BROADWAY.

NEW YORK. 19 Sept 1887.

John L. Lindsay Esq
140 Nassau St.

Dear Sir

Yours of Sept. 17th received one this morning. Mr. Loew's statements to you are vastly different from the statements made by Mrs. Schulhoff & are not corroborated by documents. I regard any client's position the such that I think the ends of justice best answered by neither rejecting or accepting your offer. Later Mr. Loew will have an opportunity of making his explanation. & if the facts are as stated by him there will be no difficulty so far as he is concerned

Yours truly
R. S. Newcombe

0172

140 Broadway Street
New York Sep 17th 1887

Mr Loew has just returned from Europe, he is very much annoyed about the Shulhof matter, He says he was authorized to settle for $1750 and to endorse Mr Shulhof name to the check and receipt and that he paid Mr Shulhof $200 of the amount recovered, agreeing with her to wait for his return from Europe for the balance, less his fees.

Mr Loew during the absence in Europe of Mr Loew was unnecessarily alarmed by the statements of Mr Shulhof and would probably have raised and paid him the outrageous amount demanded by him, if she had been able.

Mr Loew furthermore says that the statement made to many people by Mr Shulhof that one Mr Schnab, a Commissioner of Deeds fraudulently signed a certificate of acknowledgement to a power of Attorney pumporting to be made by Mr Shulhof to Mr Loew was forged, is without foundation, and that no power

0173

of Attorney in writing or paper purporting to be a power of Attorney by Mrs Shulhof to Mr Lord is in existence.

Mr Lord is ready to pay Mrs Shulhof the balance due her $1550 less $100 for services in the matter, or will deposit the entire amount recovered by him from the Insurance Company, with the Insurance Company, Bank, or in the Court to abide the result of any suit or proceeding that may be instituted.

Yours &c
J. L. Lindsay

D. Out 5
69
ex

0174

Form No. 1

THE WESTERN UNION TELEGRAPH COMPANY.

This Company **TRANSMITS** and **DELIVERS** messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after sending the message.

This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

THOS. T. ECKERT, General Manager. NORVIN GREEN, President.

NUMBER	SENT BY	REC'D BY	CHECK
1	A	Ru	19 Paid

Received at the WESTERN UNION BUILDING, 195 Broadway, N. Y. 7 17 1888.

Dated Long Long Depot N.Y. 17

To John R. Fellows

District Attorney

City Hall N.Y.

Subpoena not received until eleven thirty too late to get down today Shall we come tomorrow answer by wire

S. H. Underhill

0175

RICHARD L. SHULHOF,

MANUFACTURER OF ALL KINDS OF

Fur Trimmings, Collars, Pellerines and Muffs,

47 MERCER STREET,

New York, June 16 1887.

Herrn Wolf N. Lees

15 Centre Str. City

Im Falle ich nicht die Gelegenheit haben sollte
Sie Morgen Freitag von Ihrer Adresse nicht mehr
sehen zu können so will ich Ihnen Hier das Haar
Lager falls Sie beabsichtigen längere Zeit in Europa
zu verweilen; und denken, daß mein Frogas,
mit der Insurance Comp. irgendwelchen vorkommen
sollte, denselben keinen Secondhand
Lower anzuvertrauen, noch dem ich in
diesem Falle blos zu Ihrem Vertrauen habe.
Hoffe daß Sie meinen Wunsch willfahren,
und mein Interesse verfolgen werden.
Wünsche Ihnen zugleich eine glückliche Seereise
verbleibe Ihr Achtungsvoller

R L Shulhof

City.

A copy of this letter was mailed by Schudel to Leonard Jones 16 ~~55~~ Magnificent St
Spoke to him about the City & Town
It is all right

Mr N Loew

Indictment filed Oct. 18.1888

- - - - - - - - - - - - - - - -

COURT OF GENERAL SESSIONS

Part III.

- - - - - - - - - - - - - - - -

The People &c.

against

WILLIAM N. LOEW.

- - - - - - - - - - - - - - - -

Abstract of testimony on

trial June 26th 1888.

- - - - - - - - - - - - - - - -

Mr

COURT OF GENERAL SESSIONS-Part 3.

The People of the State of New York, against WILLIAM N. LOEW	Before Hon. Rufus B. Cowing and a Jury.

Indictent filed October 18th 1888.

New yYork, June 26th 1888.

APPEARANCES: For the People Asst. Dist. Atty. Jerome,

For the defendant Robt. Johnson, and Douglas Levien Esqrs.

CLARA SHULOF, a witness for the People, testified:

Q I call your attention to People's Exhibit "A" which has just been marked, and ask you if you ever received that check? A. No sir.

The defendant admits that both the endorsement on the check No. 802 drawn on the National Shoe and Leather Bank of this city, by R. D. Alliger, being the check set forth in the indictment on which this ~~p~~trial is proceeding were made by him. He also admits the receiving of $1.750. on the check mentioned in the ~~in~~indictment from the National Shoe and leather bank. It is conceded that the name of the payee, C. Shulof, was made by the defendant.

Q Did you ever authorize the defendant to put your name on the back of it ? A. Never .

Q Is that your signature ?(showing witness her own name on the back of the check) A. No sir .

Q Did you ever receive the proceeds of that check ?

A Never a cent .

CROSS EXAMINATION:

I did swear before Judge Gorman in the Police COURT that my husband had power to sign checks for me . My husband had not the power to direct any other person to sign checks in my name . I gave my husband a power of attorney to carry on business for me some time ago.

D E F E N C E

WILLIAM N. LOEW, athe defendant, testified:

I reside at No. 1545 4th Ave. in this city . I am an attorney and counsellor at law . I know the complainant in this case . I have had two conversations with her in my life . I have hadmany conversations with her husband . I was assignee for Mr. Shulof in his business . I received a check from Mr. R. D. Alliger, the broker, for the insurance on certain property belonging to Mrs. Shulof which had been burned out . I received that check as asignee. The receiving of that check was the result of negotiations for settlement which I carried on with the insurance company under instructions from my clients Mr. and Mrs. Shulof. I had

a conversation with Mr. Shulof regarding that check.

Q Did he authorize you to sign that check ? A. He did .

Q Did you believe you had authority to sign that check -- to sign Mrs. Shulof's name to it at the time you signed it ? A. I believed at the time I signed her name on the back of that check that tit was my duty to do so.

Q Was any person present at the time that Mr. Shulof asked you to sign that check ? A. Yes sir,. I signed Mrs. Shulof's name under Mr. shulof's direction .

Q At the time did you take $200. out of it to give to Mrs. Shulof and her family ? A. I drew a check for that amount payable to her order .

Q Is that all you paid out of it ? A. Yes sir, $200L. ot of $1750. I have been practicing law in this city since 1871 . . It was under an understanding which I had with Mr. Shulof that I retained this amount of money in bank. There was no intention whatever on my part to defraud Mrs. Shu,lof. My intentionwas to keep the money for the benefit of the creditors.

CROSS EXAMIN ATION:

Some of the $1750. is in the hands of the attorneys who defend me in this case, and some of it has gone into the hands of the grocers, bakers and butchers to support my family since this charge was preferred against me . This assignment which I have spoken of was for the benefit of the creditors of Mrs. Shulof and her husband . At the time when I went to Europe I deposited $1250. of this money with Mr. Gustav Amberg.

I was at one time disbarred bybthe General Term of the Supreme Court. The charge against me was that in a certain case I falsely charged another attorney with having made an erasure in a verification. The Referee in the matter had found that there was no erasure in the verificatiom made by the other attorney, and also found that erasure in the verification was not made by me but held me responsible on the ground of my having made an unfounded charge against another attorney. My usual handwrting is indictaed by the words "For deposit" William N. Loew" on the back of the check People's Exhibit A.

Q Can you give the jury any good and sufficient reason why you signed the name of "C. Shulof" on the back of this check in a differenet hand from that in which you wrote the words "For deposit William N. Loew"?

A I cannot / . If you give me a pen and ink I will sign the same handwriting over again . I did not do it with any felonious or bad intent. I did not write them both at the same time . It may be that at one time I had a stub pen and at the other a fine pen. I claim that as matters stand now the $1750. belongs to me as trustee mal-officio.

GUSTAV AMBERG, a witness for the defendant, testified;

I am manager of the Thalia Theatre. I know the defendant, Question as to the deposit of $1250. ruled out.

RICHARD L. SHULOF, a witness called by the People, in rebuttal, testified:

I am the husbad of the complainant. The defendant never spoke to me about this check, People's Ex. A which is shown me.

Q. Did you ever authorize anybody to sign your wife's name to that check? A. I have never known that the check was in existence .

CROSS EXA MINATION:

I never told Mr. loew to take $1750. from the Insurance Company in case he could not get $2000. I did not tell him that I was in need of money.

DAVID RIES, a witness for the defendant, testified:

I reside at No. 192 Second St. in this ciy . I heard a conversation between the defendant and Mr. Shulof in regard to a check for $1750. Conversation ruled out by the Court .

The jury found the prisoner GUILTY of Forgery in the second degre e.

Statement of case of C. Shulhof.

C. Shulhof insured in the British America Ass.ce Co. of Toronto Canada for the sum of $2500. on stock of merchandise at 47 Mercer St. suffered loss by fire on March 9/87 to the amount of over $2500. Proofs of loss ~~to amount of $~~ to that effect were served on R. D. Alliger, agent of the Company at 38 Pine St. this City. Apl. 4/87. Claim was made on the Company for $2500. the face of the policy. No objections to the proofs of loss nor to any statement referring to the loss were ever made. ~~Proofs were served on~~ On June 3rd 1887, and Sixty days ~~thereafter~~ after service of Proofs of loss ~~1887~~ demand was made for $2500 on R. D. Alliger, who refused payment on the ground of C. Shulhof being a woman and that he would not have issued the policy, had he known that it was a woman.

Wm N. Lowe of No 15 Centre St., an attorney at Law and Notary Public, was consulted by Richard C. Shulhof, the husband of Clara Shulhof about bringing suit against the Company. Richard C. acted under power of attorney dated December 22nd 1886, the power of attorney being witnessed ~~by Wm N. Lowe~~ and the acknowlegment ~~thereof~~ signed by Wm N. Lowe as Notary Public the word Clara wherever mentioned being written with a "C", while the

~~while the~~ signature is written with a "K." The signature itself shows a German hand, especially the ("W") having the German mark above, the "O" being entirely the German open "O", and the "F" being entirely German.

~~The proofs of loss were signed by~~

The complaint was signed and sworn to by Richard C. Shulhof under said power-of-attorney and served on the Company's agent about June 7th /87. On June ~~the~~ 8th Loew sent a letter asking husband and wife to call at his office. Richard went himself, when Loew told him that a certain Woodbridge, the lawyer of the Company had made an offer to compromise the claim for $2000. The offer was rejected and the words to the following effect were made by Richard "If one cent is missing of the $2500, I will ~~would~~ not take it" ~~not settle~~. Loew thereupon said, that he must have a power of attorney signed by Clara authorizing him to settle, as the complaint had been signed by her attorney in fact. When asked what the power of attorney should contain, Loew said "a power of attorney as the law perscribes". Richard said "you can settle for the $2500, but the money I

3

I must take myself."

On Saturday June 11th Dorw's brother-in-law, a Notary Public, called at Richard's house with three powers of attorney, filled out, and asked to have Clara sign them, producing a little note from Dorw to that effect. Richard refused to have the papers signed, as they contained a full, unlimited, and unrestricted power. On Sunday June 12th Richard went to Dorw's house with Mr. S. Fleisher pursuant to a previous appointment for the purpose of liquidating certain old affairs where Dorw was yet indebted to Richard for collecting old accounts. When Richard asked Dorw, why he pressed so hard to get a power of attorney which entitles him to collect the money, Dorw remarked that he only wanted it for the purpose of showing it to the Company, so that Richard couldn't take the money from the Company and leave him in the cold for the fees. When Richard told Dorw that he would not have his wife sign such papers

4.

Sour was ~~also~~ satisfied to have Richard sign such power. Richard refused

Nothing was further said about it.

On June 22nd Fleisher and Co. 136 Greene St. received a note from Wm Ettinger, asking for the address of Mr Shulhof. Richard went to Mr Ettinger's office June 22. where he ~~learned to his astonishment from Mr Ettinger's Son~~ was asked by Mr Ettinger's son for the fees in the case. Richard said "the "fees were not due yet, as he did not get his "money from the Company," the Co. had been sued "and that Ettinger must wait till the ~~suit~~ case "has been ~~decided~~ tried." Richard was told by Ettinger's son that "it was no use fooling, "the ~~X~~ company has settled with you for $1750., "and you have got your money." Richard denied all knowledge, and at once went with Wm Ettinger ~~Richard and J. Fleisher~~ ~~went~~ to Alliger's office. The latter was out, but one of the office clerks gave the information, that Mr Alliger had given Mr Sour a draft on the Company at Toronto, to the order of C. Shulhof, that said draft had been

5.

brought back by Mr Loew, endorsed "C. Shulhof", whereupon Mr Alliger had given Mr Loew a cheque of $1750. on the Shoe & Leather Bank to the order of C. Shulhof. Said clerk further stated that ~~he~~ the Company also had the policy and the power of attorney. Wm Ettinger saw at the Shoe & Leather bank the certified cheque of R. L. Alliger to the order of C. Shulhof for $1750. Said cheque is endorsed "C. Shulhof" also endorsed "Wm H Loew."

Neither the draft nor the cheque has the proper endorsement of C. Shulhof, nor has any power of attorney been signed by her, nor has any part of the $1750. ever come in possession of said Clara Shulhof. Mr Ettinger informed Alligers office, the Shoe & Leather Bank & the Nassau Bank where the cheque has been deposited that the name "C. Shulhof" was a forgery. The following telegram has been sent to Canada. "Stop draft favor of C. Shulhof. Endorsement forgery. Alligers cheque in exchange for $1750

"also forged endorsement. Send by return
"full copy draft and endorsements. Forger on
"steamer to Europe."

Company telegraphed June 22.

We have paid your loss & are relieved from further liabilities. Refer you to R. S. Allegert.

June 22. Notified Lawrence Frazier & Co of forgery. Furnished following affidavit on request Otto Choe & Keath Smith.

People
vs
Mr. A. Adler.

filed by
Mr. Schlosser
Statement of the
case for the
People

Statement of Alan Schlosser.

0189

Complaint for Forgery
Edward Fink
Oak street
Wesley Lyon
Oak street
Emil Brie
Oak street
Forger

Police Court 1st District.

THE PEOPLE, &c., on the complaint of Edward Fink

Offence Forgery

Dated Sept 8th 1883

Solon B. Smith Magistrate.

Radford Officer.

Henry Gutteld Precinct.

Witnesses Charles Seibert
No. 14 Warren St Street.
~~No. Isaac Coudert St Joseph Missouri Street.~~
No. Edward R. Hallam 243 Broadway Street,
~~No. Charles Schiffer 115 Bedford Street~~
No. ~~Charles Schiffer~~ 1 Oak Street,
Isaac A. Biggs 226 East 23rd Street
Wesley Lyon 112 Bond Street
Emil Brie 3 Oak Street

BAILED,
No. 1, by _____ Residence _____ Street.
No. 2, by William R. Fink Residence 338 Sackman Street Brooklyn Street.
No. 3, by Geo W. Schaffle Residence 1 Oak Street.
No. 4, by _____ Residence _____ Street.

RECEIVED. SEP 7 1883 ATTORNEY

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 Isaac A. Biggs Wesley Lyon and Emil Brie 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 Sept 8th 1883 Solon B. Smith *Police Justice.*

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

Dated Sept 8th 1883 Solon B. Smith *Police Justice.*

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

Dated _____ 188 _____ *Police Justice.*

0190

Police Court No. 15 District.

THE PEOPLE, ON THE COMPLAINT OF

vs.

Offence Forgery

Dated June 27th 1883

Magistrate.

Officer.

Witnesses

No. Street,

No. Street,

No. Street,

No. Street,

No. Street,

No. Street,

No. Street,

No. Street,

BAILED,

No. 1, by _____ Residence _____ Street.

No. 2, by _____ Residence _____ Street.

No. 3, by _____ Residence _____ Street.

No. 4, by _____ Residence _____ 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 _____

_____

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

Dated _____ 188 _____ *Police Justice.*

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

Dated _____ 188 _____ *Police Justice.*

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

Dated _____ 188 _____ *Police Justice.*

Sec. 198—200.

/ 5th District Police Court.

CITY AND COUNTY OF NEW YORK, } ss.

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

Question What is your name?

Answer. Emile Bri

Question. How old are you?

Answer. 61 Years

Question. Where were you born?

Answer. Germany

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

Answer. Stamford Conn. 15 mos.

Question. What is your business or profession?

Answer. Broker

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 waive my right to make a statement

Emile H. Bri

Taken before me this 25 *day of* July 1888

Bellmont

Police Justice.

Sec. 198—200.

15th District Police Court.

CITY AND COUNTY OF NEW YORK, } ss.

Wesley Lyon 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. Wesley Lyon

Question. How old are you?

Answer. 54 Years

Question. Where were you born?

Answer. Conn

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

Answer. New York — Nelson

Question. What is your business or profession?

Answer. Lawyer

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 do not desire to make any statement at the present time

Wesley Lyon

Taken before me this 3 *day of* July 188[illegible]

Solomon Schmuck *Justice.*

Silas Woodson St Josephs
Missouri lawyer 64 yrs of age
being duly sworn says
I was elected Governor of the state
of Missouri in Nov 1872 and went
in office Jan 73 and went out
of office in 1875. An act was
passed March 1875 I believe. I
don't remember when it was approved.
The certificate marked A Shown me was issued
by the State of Missouri during the time
I was governor and is genuine and
was signed by me and the Adjutant
General of the State and to the best of
my belief the signature of the Adj
General is genuine. The certificate now
attached to the complaint shown me purports to be a certificate like the
other and has a fair imitation of my
signature. It is not my signature. It
is I do not think the other is the signature
of the Adjutant General. I think the
signature on the genuine certificate is
the signature of the Adjutant General.
The Adjutant General did not write his
name uniformly I have seen changes
in his hand writing. I can't state
beyond all question that it is his
signature to either paper. To the best
of my belief the signature on the
certificate attached to the papers
is not that of the Adj General. The
certificate shown me purport to be
certificate issued to people having
claims against the State for services

and for materials furnished to carry on the war. No 1541 for #684 dollars was never signed by me. Dated Sept 1. 1874
I have examined the signatures of those I now hold some of them are most excellent imitation, and it is a hard matter to detect them by the general formation of the letter and I see one letter W in wooden shoes up higher at the top and in ~~one~~ the word Silas the letter a is more open. than I generally make them. ~~In my opinion~~ It is not impossible in the hurry that I may have made the a in the word Silas as open as it is here but I do not remember an occasion on which it has been done.
It is possible I may have made the W in the same way but I don't think it probable.
When I ~~do~~ all the certificates I am signed I signed in 1874 when I was younger.

X Q What is or was the market value of the genuine certificates spoken of

Objection to as immaterial excluded

Exception.

My impression is I signed certificates for about 1,250,000 dollars. but I have no distinct recollection.

2 Were they negotiated in Missouri

– objection to – – Question excluded

I think we have claim agents in my state I know some of them + they deal in these bonds. I have no personal knowledge of any sales being been made. I have heard of sales at reduced rate and of large quantities being sent to New York for sale.

I have not heard of any being sent to New York for the last 6 or 7 years or more. I could go into a more extended explanation of it if it was evidence.

The name of the Accountant Genl is John D Crapo I dont know where he is now. He went out of the State in bad odor and I believe he was charged with issuing illegal bonds. I know a man named Strong he lived in St Joe. at one time I dont know him personally My impression is that he is in St Joe or that neighborhood.

I have heard of him as a claim agent and an agent for all that had ~~[illegible]~~ in it. I heard of his ~~[illegible]~~ connection with a man named Bancker but I have my home at as a minor in St Joe & Jefferson City where I was.

Silas Morrison

Sworn to before me this 3rd day ~~[illegible]~~ 1883

Solon B Smith
~~[illegible]~~ Justice

to be filed in the

Lewis A Boyd
Irvin Lyons
Lewis A Boyd

Filed
at 00 23 1973
Sue Joe. Nor. Ills

State of Missouri, ss.

I, **Michael K. McGrath**, Secretary of State of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of an act of the General Assembly of the State of Missouri, entitled: "An act to audit and adjust the war debt of the state," approved March 19th, 1874.

as appears by comparing the same with the original roll of said Act now on file, as the law directs, in this office.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State of Missouri. Done at office, in the City of Jefferson, this Twentieth day of September A. D., Eighteen Hundred and Eighty-four.

Mich K McGrath
Secretary of State.

An Act to audit and adjust the war debt of the state.

Be it enacted by the General Assembly of the State of Missouri, as follows:—

Section 1. The governor shall appoint two persons, who, with the acting quartermaster-general as ex officio chairman, shall be and constitute a commission to examine, adjust and audit the claims of citizens now on file in the quartermaster-general's office, or which may be filed up to the first day of August, 1874, and known as irregular or mixed claims, arising out of the war.

Sec. 2. That said commission shall hold two sessions: First, from the first day of May, 1874, to the thirtieth day of June, 1874; the second session to be held from the first day of September, 1874, to the thirtieth day of September, 1874—both sessions to be held at Jefferson City, Missouri; and said commission shall give twenty (20) days' notice of the time and place of their meeting, in six (6) newspapers of the State.

Sec. 3. That at their first session, said commission shall examine all claims mentioned in section one of this act, and allow all just claims that are sustained by the evidence on file. The commission shall be governed in the adjustment of said claims by the rules and regulations of the quartermaster-general's and comissary-general's office, United States army, and the third auditor United States treasury, so far as they may be applicable to the settlement of such claims.

Sec. 4. That when a claim is just, but defective in form or evidence, they shall notify the party

filing the same of the deficiency therein.—

Sec. 5. That all claims be in duplicate, and all indorsements shall be made in duplicate, and shall be signed by the chairman of the commission.—

Sec. 6. That at their second session, said commission shall examine said claims, in connection with the additional proof thereon file, and shall take final action on all cases pending, and the acting quarter-master-general shall make a full report of their proceedings to the next general assembly.—

Sec. 7. That the two commissioners appointed under the provisions of this act shall receive five dollars per diem for their services in the examination and adjustment of said claims, and the same mileage as is now allowed by law to members of the legislature.—

Sec. 8. That the duplicate of all claims allowed or rejected by the commission shall be filed in the acting quartermaster-general's office—those rejected with the cause of their rejection indorsed thereon; and the original of all claims, with the indorsement of their allowance or rejection, shall be returned to the party filing the same, and on presentation of the original of any claim allowed, as aforesaid, to the acting quartermaster-general, he shall issue a certificate of state indebtedness for the amount allowed thereon, which certificate shall be signed by the governor and countersigned by the acting quartermaster-general, and shall read as follows: No. —#—. It is hereby certified that the State of Missouri is indebted to —— in the sum of ——, on

account of——. This certificate is not payable by the state until after the claim of said — has been presented to the United States government, and the amount allowed and paid to the state, and then only for the actual amount received from the United States government. — City of Jefferson, Missouri; —, 18—. —— governor of Missouri. Countersigned: ——, acting quartermaster-general of Missouri.

Sec. 9. That said commission is prohibited from employing any clerical force at the expense of the state.

Sec. 10. That for the purpose of settling the claims of officers and soldiers of the Enrolled Missouri militia and Missouri militia for services rendered during the war, the acting paymaster-general is hereby authorized to examine the claims of all officers and soldiers whose names appear as not paid on the record of unpaid claims on file in his office, and if he find said claims correct and just, he shall allow the same and indorse said allowance on said claim, and if not correct he shall indorse such fact on the claim and return the same for correction: Provided, however, that whenever a person is reported on the record of unpaid claims as absent without leave, or deserted, the acting-paymaster-general shall not audit and allow said claim until he has presented sufficient proof that he was not absent without leave or had not deserted.

Sec. 11. That all payments for pay of the militia shall be made under the rules and regulations of the United States pay department, and at the rate of pay allowed by the United States at the time the service

claimed was rendered.

Sec. 12. That all claims for pay for services in the Enrolled Missouri militia, or Missouri militia, shall be made out in duplicate, and on the forms used in the paymaster's department, and all indorsements shall be made both on the original and on the duplicate.

Sec. 13. That the duplicate of all claims passed upon by the acting paymaster general shall be filed in his office — those rejected with the cause of their rejection, and those allowed with the amount allowed thereon, and the originals of all claims, with the indorsement of their allowance or rejection, shall be returned to the party filing the same; and on presentation of the original of any claim allowed as aforesaid to the acting paymaster-general, he shall issue a certificate of state indebtedness for the amount allowed thereon, which certificate shall be signed by the governor and countersigned by the acting paymaster-general, and shall read as follows:

No. — #—. It is hereby certified that the State of Missouri is indebted to — — in the sum of — on account of service in company —, regiment —. This certificate is not payable by the state until after the claim of said — — for his services has been presented to the United States government, and the amount allowed and paid to the state, and then only for the actual amount received from the United States government.

— City of Jefferson, Missouri, —, 18—.

—, Governor of Missouri.

Countersigned: — — Acting Quartermaster General of Missouri.

Sec. 14. The acting paymaster-general, in allowing

claims for services rendered by the Enrolled Missouri militia or Missouri militia, shall be governed by the record of unpaid claims on file in his office: Provided, however, that if any militia organization has rendered services during the war upon proper and competent authority, but payment has been refused on account of informality in the orders calling the organization into service, he is authorized to audit and allow the accounts of said organization in the same manner as they appeared on the records of unpaid claims.

Sec. 15. That no officer who was or now is responsible for stores issued to him during his term of service shall be paid any part of the amount due him, until he shall have exhibited to the acting paymaster-general a certificate from the acting quartermaster-general of the state, showing his non-indebtedness or the amount of his indebtedness to the state, which amount shall be deducted from the sum due him.

Sec. 16. That whenever it appears from the records of the adjutant-general's office that an officer of the Missouri militia or the Enrolled Missouri militia was duly elected by his company to the position he filled, and the certificate of such election is on file in the adjutant-general's office, but that said officer has not been commissioned, it shall be the duty of the acting paymaster-general to audit and allow his account for the actual number of days he has performed service in the position to which he was elected, in the same manner as if he had been duly commissioned.

Sec. 17. That all claims for pay in the militia shall be filed in the acting paymaster-general's office on or before the first day of August, 1874, or be forever barred.

Sec. 18. That on the first day of October, 1874, or as soon thereafter as possible, the acting quartermaster and the acting paymaster-general shall make out schedules of all claims allowed in their respective departments, and for which certificates of indebtedness have been issued, and shall present said schedules, together with the claims, to the third auditor of the United States treasury at Washington City, for allowance and payment.

Sec. 19. That the sum of eighteen hundred dollars, or so much thereof as may be necessary, is hereby appropriated, out of any money in the treasury not otherwise appropriated, for the pay and mileage of the two commissioners provided for in section one of this act, for the printing of the certificates of indebtedness, and other expenses arising under this act; but no account shall be paid by the auditor except after the same has been approved by the acting quartermaster or acting paymaster general.

Sec. 20. Nothing in this act shall hold the state of Missouri responsible for the payment of the certificates of indebtedness issued under the provisions of this act, provided the government of the United States does not allow and pay to the State of Missouri the claims allowed under this act.

Sec. 21. That all acts or parts of acts conflicting with the provisions of this act are hereby repealed.

Sec. 22. This act shall take effect and be in force from and after its passage.

Approved March 19, 1874.

General Term

Plaintiff's Ex.

Edmund Blunt

against

Elmer Darrell

Statement of Facts

CHARLES BLANDY,

Attorney for Deft

229 BROADWAY,

New York

Randolph B. Martine

Dist Atty

GENERAL SESSIONS.

The People ex rel Edmund Blunt,

-vs-

E L M E R B A R R E T T.

F A C T S.

1st. The defendant has been indicted for Grand Larceny in the second degree (See Section 531, Criminal Code).

2nd. The Grand Larceny consists in the alleged stealing of -

1 Steam gauge of the value of	$15.00
1 Oil Cup " " " "	25.00
	$40.00

3rd. As a matter of fact both articles new only cost $17.00 (See evidence of Winter and Reed at the close of the record).

The question of value was made one of substance before Judge Gorman, and it was conceded by Mr. Schenck, the Complainants' Counsel, that the articles were not worth $25.00, and thus the accused was simply held for Petit Larceny.

The facts and circumstances out of which the charge of Grand Larceny springs are as follows, to wit :

Blunt the Complainant was the owner of the

pleasure yacht "Mascotte" of which young Barrett the defendant was Engineer.

On the 19th day of December, Blunt telegraphed to Barrett to lay the boat up at Johnsons at the foot of 118th Street, for the Winter.

Barrett undertook to carry out these arrangements, but on calling at Johnsons found that the boat could not be laid up there, because she was too large to be lifted over the sea wall, thereupon Barrett, upon his own responsibility, secured the services of some comrades and took her to the Knickerbocker Yacht Grounds at Port Morris.

After having done this, he Barrett, in company with one Edward Goldsmith reported the fact to Mr. Blunt who at once approved of his decision and thereupon paid Barrett Ten Dollars for his services in that behalf.

Up to this point there is no dispute between the parties as to any of the facts.

At the time Blunt paid Barrett the Ten Dollars he claims that Barrett's relation to him as Engineer under salary ceased, although he does not claim that Barrett's relation to the boat and portable property ceased, except that he was not under salary as Engineer.

At the time Blunt paid Barrett the Ten Dollars he asked Barrett what he thought of the propriety of "shipping" the boat, i.e. expanding or widening the deck, and upon Barrett approving of the idea, Blunt told him to get some estimates from boat builders therefor.

At the same time that Blunt paid Barrett the Ten Dollars, he requested him to remove the portable property from the boat and to take to his, Barrett's house and there keep it until such times as Blunt should again use the boat. Such portable articles consist of the articles referred to in the indictment and the cushions and the common place tools, &c., loose around the boat.

It is proper for me to say that at this juncture in the narrative, the first disputed question of fact arises ; Blunt admits that he requested Barrett to remove the tools, but denies that he intended Barrett should remove the particular articles referred to in the indictment, they not being referred to. It was conclusively shown however, by all the witnesses called that it was customary to remove these articles whenever a boat was laid up, to prevent their being stolen.

This conversation took place on the ~~10th~~ 20th day of December at Blunt's office, that being the same day on which the boat was laid up and it must be borne in mind that at this time the boat was at the Knickerbocker Yacht Grounds with all the articles intact upon her.

On the ~~20th of December,~~ 12 or 13 January 1885. Barrett visited the neighborhood of the Knickerbocker Yacht Grounds for the purpose of consulting a Yacht Builder there relative to the "hipping" referred to, and while there visited the yacht and ~~found that she had careened over striking against another yacht lying alongside of her called the "Siren" breaking a few feet of her guard rails.~~

stet

Barret did not deem the position of the yacht a safe one and determined to remove her as soon as practicable which he did a few days later by procuring assistance and towing her to the foot of 119th Street where he anchored her under the wall of Randall's Island intending to beach her at the foot of 119th Street when the tide and wind should permit.

I have a little over-run my story.

On the 26th of December ~~when Elmer~~ Barrett for the purpose of securing the Yacht Bendelow, but not finding him visited the ~~yacht at the~~ Knickerbocker Grounds, he entered the cabin and detached the oiler and gauge and took them to his house where they remained until the 30th, four days, and it is claimed by us that these articles were removed pursuant to the understanding with Mr. Blunt, come to at the time we received the $10.

It may be asked why Barrett did not remove the cushions, and other portable articles from off the boat, but that is explained in the record that the weather was frightfully cold, Barrett had no conveyance, and they would have to be brought by boat through the Kills, or, overland, down the Southern Boulevard to Barrett's residence in 124th Street, a distance of 2 miles.

No other articles were taken from the boat (except the flags which were seen Before Coroner Nolan) and these articles were removed in broad daylight by Barrett while in company with some young friends, openly and above board.

As before remarked, they lay in Barrett's house until the 30th, when some pressing boyish necessity

Barret did not deem the position of the yacht a safe one and determined to remove her as soon as practicable which he did a few days later by procuring assistance and towing her to the foot of 119th Street where he anchored her under the wall of Randall's Island intending to beach her at the foot of 119th Street when the tide and wind should permit.

I have a little over-run my story.

On the 26th of December ~~when Elmer~~ Barrett had for the purpose of posing the yacht Blunt, but not finding him visited the ~~yacht at the~~ Knickerbocker Grounds, he entered the cabin and detached the oiler and gauge and took them to his house where they remained until the 30th, four days, and it is claimed by us that these articles were removed pursuant to the understanding with Mr. Blunt, come to at the time we received the $10.

It may be asked why Barrett did not remove the cushions, and other portable articles from off the boat, but that is explained in the record that the weather was frightfully cold, Barrett had no conveyance, and they would have to be brought by boat through the Kills, or, overland, down the Southern Boulevard to Barrett's residence in 124th Street, a distance of 2 miles.

No other articles were taken from the boat (except the flags which were taken before and the stove), and these articles were removed in broad daylight by Barrett while in company with some young friends, openly and above board.

As before remarked, they lay in Barrett's house until the 30th, when some pressing boyish necessity

for a small sum of money, arising, Barrett, in company with a friend of his, removed the articles from his house and pawned them for Two Dollars, intending to redeem them in a few days.

4th. The act of pawning, is the only wrong done by Barrett, and nothing would have been heard of this pawning but for the following circumstance :

While the boat lay at anchor under Randall's Island wall, she shipped water and sank ; the sinking was due to an unusually high tide and the passing boats, and to no act of Barrett.

Some of the neighbors sent word to Barrett that the boat had sank, and upon his visiting her it was found that she could not be bailed out by such means as he had at his disposal, and becoming alarmed he dispatched a messenger to inform Mr. Blunt of the sinking, and at the same time told the messenger to say that he Barrett was out of town.

This latter statement was untrue and was resorted to inadvisedly and owing to Barrett becoming alarmed at the gravity of the boats situation.

This notification was the first Blunt had that the boat had been brought down from the Knickerbocker Yacht Grounds, although it is admitted that Barrett visited Blunt's office the day the boat was brought down for the purpose of notifying him of it but, not finding Mr. Blunt there, and he having no representative, the message was not delivered, and as before remarked the first intimation was

the intimation by Barrett's messenger that she had sank.

As soon as Blunt heard of the sinking, he telegraphed Barrett asking if it were true, and receiving no response he became suspicious that Barrett had removed the boat from the Knickerbocker Yacht Grounds for the purpose of enabling him to strip her of her portable property brasses &c., and that he had scuttled her for the purpose of concealing the crime ; and thereupon he had Barrett arrested on the charge of stealing the yacht, and while Barrett was under arrest on this charge it came to the knowledge of Blunt that Barrett had pawned these two articles, and Blunt naturally supposed that all the other portable articles would find their way to the pawn shop, and so stated to Capt. Barrett and to Mr. Hebberd in an interview had at his house but, on the boat being raised, everything was found to be intact just as Blunt delivered them in charge of Barrett except these two articles, and it was also found that the sinking of the boat was not due to any opening of the Cock or any other agency than natural causes.

As soon as young Barrett was arrested his Father and Mr. Hebberd an old friend called upon Blunt and ascertained for the first time that his Boy had pawned these articles, and he thereupon paid the $2.15 to the pawn broker and redeemed them, but could not get possession of them for delivery to Blunt because the police had put a stop ticket upon them.

This was done before the present charge was preferred against the Boy and while he was awaiting trial

on the original charge of stealing the yacht.

On the 21st day of January 1885, young Barrett was brought to trial on the charge of stealing the yacht and after the foregoing fact had been proved, Judge Gorman promptly discharged him.

In the interval between the arrest and the discharge - a period of about 10 days - there had been considerable talk between Mr. Hebberd and Mr. Blunt, and Blunt seeing that he had made a mistake was fearing suit for False Imprisonment.

As soon as young Barrett was discharged from the original charge and while he was in Court, the Complainant preferred the present charge of Grand Larceny, and after taking several hundred folios of testimony at several sessions, the Justice held him on the minor charge of Petit Larceny.

I suspect that the only motive in preferring this charge was to defeat the threatened action of False Imprisonment.

The foregoing are the facts as they were deposed to by the Complainant and his witnesses and respecting which there can be no dispute ; they appear by the record in your office.

There is one other subject which bears a relation to the legal question which I have discussed in my Brief, and it is this :

The property was removed from the Boat Dec. 26th, and remained in Barrett's possession until Dec. 30th 1884.

On the 30th they were pawned, and the following is Barrett's explanation of that :

Q. Well after you took those articles off of the Boat where did you take them to ?

A. Home to my Father's house.

Q. And how long did they remain there ?

A. 4 days.

Q. Now from that time to the present have you been out of employment ?

A. Yes, sir.

Q. What was done with them ?

A. I took them out and pawned them.

Q. What was the necessity of pawning them ?

A. I was short and I thought as long as they were in my charge I could put them there and take them out in a day or so ; I needed money and I intended to redeem them in a day or two.

Q. When you say they were in your charge, what do your mean by that ?

A. I knew and mean that Mr. Blunt gave them to me and put them in my charge.

Q. Mr. Blunt I understand you to say had placed the movable articles in your charge until when ?

A. Next Spring.

Mr. Blunt told me to take them off for safe keeping.

On Cross-Examination he was asked :

Q. I understand you to say that Mr. Blunt told you to take these things from the boat ?

A. Yes, sir.

Q. Were there any other tools connected with the boat such as hammers and wrenches ?

A. Yes, sir.

Q. Would not they be easier to move than the others ?

A. No sir, it was a cold day and they were heavy and I could get nobody to help me row the boat and so would have to carry them two miles.

Q. Did you carry away from the boat any other articles except the steam gauge and oil cup ?

A. No sir.

Q. Who was with you ?

A. George Alexander and another person.

Q. When did you take them off of the boat ?

A. 26th of December.

Q. Didn't you pawn them the same day you took them off of the boat ?

A. No sir, three or four days afterwards. After I took them.

George A. Alexander :

One of the witnesses called by the prosecution was along with young Barrett when the articles were removed from the boat, and confirms the fact that they were removed on the 26th and taken to Barrett's house where they remained until December 30th.

He also accompanied Barrett to the pawn shop and in speaking of that circumstance said :

Q. Now as to the time when they were pledged by Elmer what did he say as to the reason for pledging them ?

A. He did not really give me any reason.

Q. What did he say about redeeming them ?

A. He said he would redeem them as soon as he got money, he was expecting some money down in First Avenue where he was working, seven dollars.

Q. What was the name of the individual who owed it to him ?

A. I cannot tell the name it was for gas-fitting.

Q. Did he say anything to you in case he should not succeed in getting his money in First Avenue, was you to loan him the money to redeem them ?

A. He said he was very sorry he had pledged them, and I said if he didn't get the money I would lend it to him and he was to redeem them before the 30th of January."

I fear I have already ~~tres~~passed upon your patience, but I deem this explanation necessary to demonstrate the point which I have discussed in my Brief on the Law which you already have in your possession.

The ~~following~~ are therefore the leading facts in the foregoing narrative, to wit :

RECAPITULATION.

I. Request by telegram to lay boat up for Winter at Johnson's.

II. Not being able to do so at Johnsons, Boat laid up at Knickerbocker Yacht Club Grounds.

III. Approved by Blunt and Barrett told to remove portable articles to his house.

IV. He did so, and placed them in his Father's house where they remained from December 26th to 30th - 4 days.

V. No felonious intention at the time of removing them.

VI. Pawned them intending to redeem them in a few days.

VII. The pawning the only wrong, and on that circumstance alone must hang all the laws and the complaints.

VIII. The pawn ticket was not destroyed so as to prevent redemption, but on the contrary before the charge made, the pledge was redeemed, and pawn broker held the property subject to Blunt's order.

IX. There seems to be no force in the suggestion that Blunt did not authorize the removal of these particular articles from the boat. He did not forbid their removal, and admits that he authorized the removal of the tools. But, that difference is not now important because the Indictment is not predicate of the stealing from the boat on the 26th but, of the stealing from the possession of the Complainant on the 30th.

This concedes, that they were in Barrett's possession as Bailee on the 30th and would therefore reduce the offense to the acts and circumstances attending the

event of the day of the pawning.

V. The defendant is not indicted under Sec. 572 of the penal Code.

Dated April 9th, 1885.

Chas. Blandy,

of Counsel.

Jefferson Market

The people ex rel.
Edmund Blunt
against
Elmer Barrett

Defendants Brief

CHARLES BLANDY,
Attorney for Defendant.
229 BROADWAY,
New York

To
Hon. John J. Gomez
Justice

BEFORE GORMAN, JUSTICE.

JEFFERSON MARKET.

-x-x-x-x-x-x-x-x-x-x-x-x-x-x

The People ex rel

Edmund Blunt

vs.

Elmer Barrett

-x-x-x-x-x-x-x-x-x-x-x-x-x-x

D E F E N D A N T'S B R I E F.

The provision of law, under which the charge is made, is subdivision 2 of Sect. 528, of the Criminal Code, which is as follows:-

528 A person who, with the intent to deprive or defraud the true owner of his property, or of the use and benefit thereof, or to appropriate the same to the use of the taker, or of any other person, either

1st Takes from the possession of the true owner, or of any other person; or obtains from such possession, by color or aid of fraudulent or false representation or pretense, or of any false token or writing; or secretes, withholds, or appropriates to his own use, or that of any person other than the true owner, any money, personal property, thing in action, evidence of debt or contract, or article of value of any kind; or

11. Having in his possession, custody, or control, as a bailee, servant, attorney, agent, clerk, trustee, or officer of any person, association or corporation, or as a public officer, or as a person authorized by agreement,

or by competent authority, to hold or take such possession, custody or control, any money, property, evidence of debt or contract, article of value of any nature, or thing in action or possession, appropriates the same to his own use or that of any other person, other than the true owner or person entitled to the benefit thereof, Steals such property, and is guilty of larceny.

The Intent.

This is the only question to which I wish to direct myself, having discussed the merits orally.

"To constitute the crime of Larceny, there "must not only be a wrongful taking, but also a felon-"ous intent"

See P. 217 of Donnans Annotated Code of Criminal Procedure, and Penal Code, and cases cited under (a) on that page.

McCourt vs. People, 64 N. Y. 583

People vs. Baker, 96 N. Y. 345.

In McCourt vs. People, id:

Andrews J. said x x x x x x x x x x x x x x x x x

At page 587,

" In the case before us, the accused was guilty of a " rude and aggravated trespass:-

" He persisted in entering the Cellar to draw Cider, " although forbidden to do so, by the prosecutor's daugh-" ter; He offered to pay for it, if she would furnish it; " He had procured Cider at the House before, and he was " partially intoxicated.

" But these circumstances were no justification of

his act; the daughter had a right to refuse to give him Cider, and his offer to pay for it, gave him no right to take it by force; and his intoxication, while it may to some extent account for his conduct, did not mitigate his offense, or excuse his crime, if one was committed.

But there was an absence of the circumstances which ordinarily attend the commission of Larceny, and which distinguish it from mere trespass:

There was neither fraud, stratagem or stealth.

x x x x x x x x x x x x x x x x x x x x x x x x x x x

There was not only an absence of the usual indicia of a felonous taking, but all the circumstances proved, are consistent with the view that the transaction was a trespass merely.

To find this transaction a Larceny, it is necessary to over-ride the ordinary presumption of innocence, and to reject a construction of the prisoner's conduct, which accounts for all the circumstances proven, without imputing crime, and to impute a criminal intention in the absence of the ear marks, which ordinarily attend and characterize it:

Conviction reversed-

In People vs. Baker, id:

The defendant was convicted of the crime of obtaining money by false pretenses.

The prisoner had acted as Broker for the prosecutor, and had purchased Ten Thousand dollars worth of stock upon margin, which stock, he agreed to hold as Bailee of the prosecutor.

The prisoner held the stock for some considerable time, and from time to time, the prosecutor made remittances to keep good his margin, and in the Fall of 1875, he remitted the prisoner $575. This was the sum which he was charged with obtaining by false pretenses, for it appeared that on the 11th. of March 1874, more then a year previously to such payment, the prisoner, finding himself embarrassed, had sold the stock, treating it as his own property.

Earl, J., at page 346 says:-

"He ought not to have sold the stock, without Meek-
" ers consent; but in doing so, he was at most guilty of
" its conversion.

" After he had sold it, he ought to have informed
" Meeker of the sale, so that he could have withheld fur-
" ther payments, or at his option, continued the payments,
" relying upon the ability of the defendant, to furnish
" the stock, when it should be paid for, but for withhold-
" ing this information, he was not guilty of any crime.
" He ought not to have used language in his letters and
" statements sent to Meeker, substantially conveying in-
" formation that he was still carrying the stock.

" So far as his letters and statement convey that in-
" formation, they were undoubtedly false; but a mere false
" statement is not punishable as a crime.

" It is not claimed that the defendant at the time
" of the original arrangement with Meeker to receive his
" money for the purchase of the stock, had then formed any
" plan or intention to defraud or swindle. It is entire-
" ly clear upon the evidence, that he intended then in good

faith to aid Meeker to make money, by operating in stocks

There is not a particle of interest which justifies the inference that when he sold the stock he meant to defraud Meeker.

There is no reason to doubt that he made the sale of the stock, to relieve himself from what he then believed to be a temporary embarrassment, expecting to be able to replace the stock, and in any event to deliver it whenever Meeker should pay for it.

It is not a just inference from the evidence x x x the defendant had conceived any design to swindle or defraud Meeker. He was evidently confident and sanguine that a turn in the stock market would bring him out all right, and enable him to perform his entire obligation to Meeker in reference to the stock

In order to constitute the crime x x x x x x x x x xx it is not sufficient to prove the false pretenses, and that property was obtained thereby, but it must be proved that the false pretenses were made with intent to cheat and defraud."

I say that in this case, the animus furandi is wanting, and the distinction between this case and the ordinary case of larceny, is that the property came rightfully into the possession of Barrett, as a Bailee, and the only wrong he was guilty of, was in pawning it. While in the ordinary case of larceny, the property is obtained by the Bailee, from the possession of the Complainant, with the preconceived intention of making some use of it, other than the use which the Bailee intends shall be made of it.

In this case, the question was asked of Barrett, on cross-examination, whether, when he detached the articles from the boat, he intended to pawn them, and he said, "no" that he intended to take them home and had taken them home, where they remained from the 26th. to the 30 th. of December, when—as was the case in the People vs. Baker—his pressing necessities compelled him to raise money, which he did by pawning them.

And, as was also the case in"The People vs. Baker" it is not claimed that the defendant at the time of the original arrangement with Blunt, or at the time of the detachment of the articles from the boat, had formed any plan or intention to defraud or swindle, Blunt.

I say that this proceeding cannot be sustained unless it is shown by direct evidence or by circumstances from which the inference can be fairly drawn, that at the time the articles were detached from the boat, Barrett intended to commit the crime charged.

To illustrate:-

If A, hires a horse and buggy from a Livery Stable with a bona fide intention of taking a ride and returning the property, but after getting on his journey, suddenly conceives the idea of converting them to his own use, that is not larceny, unless it can be shown that at the moment the property was hired and driven from the stable, A had the design and purpose of converting it to his own use.

This is a familiar illustration, and serves to Bring out the point that I am contending for, to wit:- That Larceny cannot be predicate of the pawning, unless it can be

shown that Barrett, at the time he removed them from the boat, intended to pawn them, and it is very clear that he had no such intention, otherwise he would have pawned them the same day, and not waited until the 30th., (four days.) As was said in the case of Loomis against the People, 67 N. Y., at page 327; "it is different where, with the animus "furandi, a person obtains consent to his temporary possess- "ion of property, and then converts it to his own use"

It will be seen that embraced within this last sentence, are two essential factors:

1st. Obtaining the property animus furandi, and

2nd. The Conversion.

And without the concurrance of these two elements, the essentials going to make up the crime of Larceny are non-existent.

As was also said in the case of,

Wilson vs. The People,

39 N. Y. 459

"In order to convict of Larceny, the Jury must be "satisfied that the taking of the property was with a "felonious intent; it is not sufficient to find, that, " after the taking, it was converted to the use of the " prisoner, with a felonious intent.

" It is necessary to find that the intent to steal " existed at the time of the taking--cepit animo furandi"

Mason J. said:-

" The prisoner, the plaintiff in error, was tried in " the Court of General Sessions, of the City of New York, " upon an indictment for larceny, in stealing from the per-

" son of another, and sentenced to imprisonment in the
" States prison, for the term of five years.

" The error complained of , is to the charge of the
" Recorder to the Jury. In his charge, he said, "as a
" matter of law, I charge you, it is not necessary in or-
" der to find a verdict of guilty, that the felonous in-
" tent existed at the time of taking the watch and money,
" but it will be sufficient if such intent existed at the
" time the prisoner actually converted the same to his own
" use.

" This charge cannot be sustained. The law is the
" very converse of the proposition stated by the Recorder.
" Lord Coke lays down the rule as drawn from the year books
" that the taking must be felonious "cum animo furandi",
" and "the intent to steal must be when it cometh to his
" hands or possession; for if he hath the possession of
" it unlawfully, though he hath "Animo furandi" afterward,
" and carrieth it away, it is no larceny" (3 Cokes Inst.
" 107) Such is the rule established By an umbroken cur-
" rent of decisions in England, and this Country. I will
" content myself by referring to a few of the adjudged
" cases in England, and in this State. (Citing mumerous
" cases.)

" The rule has become elementary and is supported by
" Blackstone, Chitty, Russell, Roscoe Hawkins, Hale, Lord
" Coke, East, Leach, Starkie, Wharton, Barbour, and, in
" short, by all of the elementary writers that I have con-
" sulted.

" This is the rule in regard to Larceny generally,

" and it certainly applies with greater force to an indict-
" ment under this statute, which provides that "whenever
" any larceny shall be committed by stealing, taking and
" carrying away from the person of another, the offender
" may be punished as for grand larceny, although the value
" of the property taken shall be less then twenty-five dol-
" lars" (Laws 1862, Chap. 374)

" The charge must be construed with reference to the
" case before the Court, which certainly was one where the
" Jury might have found that the prisoner did not, when
" he took the watch and money from Haffuer, intend to
" steal it. Haffner was drunk, and wholly incapable of
" taking any care of them himself, and the same was taken
" in the presence of four respectable persons, whose at-
" tention he called to it, and wished them to see how much
" money there was, that Haffner might not claim any more
" of him than he took. It belonged to the Jury upon the
" evidence, to say, whether the prisoner intended to steal
" this property when he took it from the person of Haff-
" ner, and if the judge had left simply that question to
" the Jury, no ground of complaint would exist; but he
" told the jury, that, if he did not intend to steal the
" property when he took it from Haffner, but made up his
" mind to steal it afterward, at the time he converted it,
" they should still convict him.

" This will not do in a common case of larceny; much
" less under an indictment for stealing from the person."

LASTLY

In as much as there is not a particle of evidence on which any Tribunal could prejudice an intention to steal at the time the articles were removed from the Boat, it seems to me that it would be idle and unjust to this Boy, to hold him for trial.

As I have already said, it was shewn by the Witness of the prosecution, who was present when these articles were removed from the boat, that they were removed openly, by being handed by Barrett to the Witness through the window, on an occasion subsequent to the laying up of the Boat, (viz,) Dec. 26th. 1884,) when Barrett visited her for the purpose of seeing the Boat Builder about "hipping" and they were taken to his House and there remained until the 30th. of Dec.—4 days.

The Boat was laid up Dec. 19th. 1884or seven days before the articles were removed.

The Complaint ought therefore to be dismissed.

Charles Blandy,

of Counsel.

March 19th 1885.

The People :
- vs.- : GRAND LARCENY IN THE SECOND DEGREE.
Elmer Barritt. :
----------x

Th[illegible]efendant is charged [illegible] larceny of one nickle [illegible]ated st[illegible]m gage of the value of $15 and one lamp of the value of $25 from the yacht Mascotte, the property of Thomas Blunt, on or about the 30' of December, 1884. The said yacht at that time was lying at the foot of 119' street on the East River in this City.

The defendant was in charge of the said yacht, as a servant, up to the 15' of December, 1884. Subsequent to the 30' of December, 1884, the said yacht was sunk and subsequently raised, at which time the above described property was missing. The lamp and gauge were afterwards found in the pawn shop of John L. Granger, at No. 2108 Third Avenue, who said they were pawned with him for $2 by a person resembling the defendant but he could not positively identify him. Officer James R. Kelsey of the Central Office arrested the defendant on the 25' of January, 1885, who then admitted that he, the defendant, had pawned the said property. On the following day, in the presence of another officer, he repeated the admission.

From the evidence the case appears to me to be a clear case of larceny. I have carefully read the brief of the defendant's counsel and differ decidedly from his conclusions. The rules referred to and the cases cited by him apply to the law as it stood before the enactment of the Penal Code, when trespass was an essential element of the crime. All these objections are met by

The People :
:
- vs.- : GRAND LARCENY IN THE SECOND DEGREE.
:
Elmer Barritt. :
:
----------x

The defendant is charged with larceny of one nickle plated steam gage of the value of $15 and one lamp of the value of $25 from the yacht Mascotte, the property of Thomas Blunt, on or about the 30' of December, 1884. The said yacht at that time was lying at the foot of 119' street on the East River in this City.

The defendant was in charge of the said yacht, as a servant, up to the 15' of December, 1884. Subsequent to the 30' of December, 1884, the said yacht was sunk and subsequently raised, at which time the above described property was missing. The lamp and gauge were afterwards found in the pawn shop of John L. Granger, at No. 2108 Third Avenue, who said they were pawned with him for $2 by a person resembling the defendant but he could not positively identify him. Officer James R. Kelsey of the Central Office arrested the defendant on the 25' of January, 1885, who then admitted that he, the defendant, had pawned the said property. On the following day, in the presence of another officer, he repeated the admission.

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section 528 of the Penal Code, sub-division two. The testimony in the case tends to prove that the defendant was employed as a clmervant and was not a bailee. But if this reasoning, for argu- [illegible] sake, was regarded valid there is no ground for it, as the crime is alleged to have been committed on the 30' of December and the employment of the defendant as servant ended on the I5' of December.

Respectfully submitted.

James Fitz Gerald

CHARLES BLANDY,
COUNSELLOR AT LAW,
Opposite Post Office, 229 BROADWAY.

NEW YORK, Apl 10th 1885

Dear Sir

M Barrett

At what hour today could you spare me 15 minutes of your valuable time

Yours truly
Chas Blandy

The People
vs
Elmer Barrett

N. Y. SUPERIOR COURT, Part 2.

EDMUND BLUNT
vs
ELMER BARRETT

New York, March 16th, 1886.

JUDGE FREEDMAN'S CHARGE TO THE JURY:

Gentlemen of the jury: This action is founded solely and exclusively upon an alleged wrongful taking of the steam yacht in question from the neighborhood of the Knickerbocker Club grounds. To recover, the plaintiff must establish a wrongful taking. But for that purpose it is enough if he has established a taking by the defendant without authority and without the color of authority. If the plaintiff has established such a taking, it is immaterial whether the defendant did or did not act with good intentions.

Whatever authority the defendant may have had for

the use of the yacht prior to December 19th 1884 was revoked by the order contained in the telegram of that date, to put the yacht up at once for the winter. In consequence of that telegram the defendant did put up the yacht in the neighborhood of the Knickerbocker Club grounds; and the plaintiff, upon the report being made to him of that fact, approved of what the defendant had done.

Now, unless at that interview the plaintiff not only told the defendant to remove the tools or all the portable articles from the yacht, as the case may have been, but also said something in addition which authorized the defendant to continue in the general charge of the yacht, or from which the defendant could reasonably infer and believe that he was authorized to continue in such general charge, with power to remove her if in his judgment it became advisable, his subsequent removal of the yacht to the vicinity of 119th Street was not only without authority, but also without color of authority, and he is liable for the consequences of such unauthorized interference with plaintiff's property, no matter how good his intentions may have been.

In such a case you will render a verdict for the plaintiff.

If, on the other hand, you should find that from what was said to the defendant at that interview, he could and did reasonably infer and believe that he was continued in general charge, with power to remove the yacht, if in his judgment it became advisable, and that he acted upon such inference and belief, your verdict must be for the defendant, (although he may not have been directly authorized.)

The same result must follow if he then and there was directly authorized to continue in general charge, with power to change the location.

In either such case, that is if there was either actual or implied authority, within the rules laid down by me, it makes no difference whether the defendant was or was not negligent, for the action is not based upon negligence, nor is the defendant to be deprived of a verdict for the reason that he purloined the oil cup and the steam guage.

Now, upon the main question in the case, the question of authority, you have the testimony of the plaintiff on the one side and the testimony of the defendant on the other side, as to what occurred at the interview in question. They contradict each other directly and positively. The plaintiff is not corroborated directly by any other witness;

while the defendant has produced several witnesses who it is claimed testify to the effect that the plaintiff admitted to them that the defendant had the charge of the boat at the time she sank. Of the precise significance and value of that testimony you are the judges. Upon all this testimony, therefore, namely the testimony of both the parties, and of their witnesses, you will have to say which side has told the truth.

The burden of proof is upon the plaintiff, and he must establish by a preponderance of evidence that the removal of the vessel was without authority and without the color of authority.

But when I say he must establish this by a preponderance of evidence, I do not mean a preponderance of evidence in point of number of witnesses, but a preponderance of such facts and circumstances as carry conviction to your mind.

In case you find for the plaintiff upon the whole issue you will have to assess the damage to which he may be entitled. These damages you will have to assess upon the principle that the plaintiff is to recover the depreciation of the market value of the yacht caused by her sinking. For that purpose you have a right to consider the market value

before the occurrence, and her market value after the occurrence and the difference between the two is the amount of the injury inflicted upon the boat by defendant's unauthorized act, if that act was unauthorized.

You will also, in such case, say whether your verdict is or is not to carry interest, or whether, in fixing the amount which you will return, you have already considered and included the question of interest.

You may now retire to deliberate upon your verdict.

Mr. Schenck: I except to that part of your Honor's charge wherein you say that the burden of proving that the defendant had no authority is upon the plaintiff. And I ask your Honor to charge the jury that by virtue of the telegram of the 19th of December 1884 the authority of the defendant to take care of the yacht was revoked, and therefore the burden of proof is upon him to show that he subsequently was vested with new authority with regard to taking charge of this craft.

The Court: I decline to charge otherwise than I have already charged.

Exception taken by plaintiff's Counsel.

The jury then retired and brought in a verdict for defendant.

Plaintiff's Counsel moves for a new trial on

the minutes.

Motion denied; exception taken.

The People

vs

Elmer Barrett

Blandy & Hatch,
Counsellors at Law,
55 Liberty Street,

Charles Blandy,
Edward S. Hatch.

New York Oct. 9th, 1886

Hon. Randolph B. Martine,

Dear sir:

The People against Alma Barrett.---

I yesterday received from Mr. Schenck a letter enclosing a communication from Mr. Blunt in the following words: "H. J. Schenck "Esq. Dear sir. Your copy of letter from Mr. Blandy received. Un-"der no circumstances would I advise or interfere with the District "Attorney in a criminal case to shield a criminal, especially where "I received a benefit for so doing. Yours respectfully, E. Blunt."

Under the circumstances I will act upon any suggestion you have to make. I offered no inducements to Mr. Blunt in any way, but Mr. Schenck asked me if I had any inducement to offer in the way of discharging the judgment for costs against Mr. Blunt, but I declined doing so.

As I understand it, this case was left open until we could try the civil suit. The civil suit has been tried before Judge Freedman, a most careful judge, and the question submitted to the jury for their decision in that suit was, whether Alma Barrett's control of the boat ceased, or whether Mr. Blunt endowed him with control over the boat and the articles of personal property, and whether Alma Barrett had the personal property under his control with power to exercise dominion over it. This question was answered by the jury deciding in Alma Barrett's favor.

I also understand that Mr. Blunt wrote to Mr. Barrett Sr., that he had seen you some time ago and requested you to so arrange matters that the criminal proceedings would never again be brought up.

Of course I shall not ask you as a public officer to do anything but your plain duty, but my contention all along in this proceeding has been, that there was no felonious intent, that young Barrett had dominion over the property, and the verdict of the jury in the civil suit sustains my position. While Mr. Blunt will not formally advise you to enter a nolle prosequi, I am quite sure that he will consent, or rather, offer no objection. I will call on you and bring a copy of the Judge's charge at any time you may suggest, or upon Mr. Semple, who has charge of the prosecution, upon hearing from you. I will send you copy of charge on Monday

Very truly yours,

Chas. Blandy

0242

3rd Dist Police Court.

The People on Complaint of Edmund Blunt

vs

Oliver Barrett

BEFORE HON.

John J. Gorman

February 17th 1888

Police Justice

STENOGRAPHER'S MINUTES.

INDEX.

WITNESSES.	Direct Ex.	Cross Ex.	Recalled.
Edmund Blunt			
John L. Granger			
Geo. A. Alexander			
Geo. P. Barrett			
Isaac N. Hibbard			
Walter F. Williams			
Edwin S. Moller			
Chas. Winter			
Edwin Reed			
Oliver Barrett			

DAVID C. SELTMAN,

Stenographer.

Second District
Police Court

The People and
Edmund Blunt
against
Elmer Barnett

Before Hon
John J Gorman
Police Justice
February 4th 1885

Edmund Blunt called on the part of the people being duly sworn deposes and says.

By the Court:

Q Where do you reside?
A 134 Amity Street Brooklyn
Q What is your age?
A 43 years
Q What is your business?
A Paints and oils
Direct Examination
Q Are you the complainant in this proceeding?
A I am
Q Are you the owner of the personal property referred in your complaint consisting of a nickel plated steam gauge and oil cup?
A I am
Q What is the [illegible] of steam gauge

A Fourteen dollars
Q And the oil cup?
A about Twenty five dollars
Q Are you the owner of the steam yatch named. Macatt?
A I am
Q Was this personal property connected with and as a part of said yatch
A It was
Q Was the defendant at any time in your employ?
A He was
Q In what capacity?
A He had charge of an engine for me
Q Engaged on board of this yatch?
A Yes sir
Q How long did he remain in your employ?
A Under pay or not under pay?
Q Under pay?
A I think his pay ceased about the latter part of November
Q When did he commence to work for you in this capacity?
A I think it was in October last I am not certain of the date
Q Where was this yatch at this time?
A In the Kanawha River in front of

119th Street

Q Was was the steam gauge and oil cup then attached to the yacht

A It was

Q The steam gauge was attached to the boiler?

A It was

Q Was the oil cup to the cylinder of the engine?

A It was

Q Do you recognize the steam gauge and oil cup?

A I had recognized it in the foundry shop?

Q Do you recognize this (showing the witness a steam gauge and oil cup)

A Yes sir that is mine

Q Who had charge of the yacht up to the 30th or the latter part of November last?

A Elmer Barnett

Q Did he have anything to do with the yacht thereafter?

A He did

Q What did he have to do with the yacht?

A Up to the time it was laid up he had general charge of the yacht

Q When was he ordered to lay it up?
A about the latter part of December about the 20th
Q How long after the 20th?
A I cannot tell the date exactly
Q about when?
A a few days within that, it was before Christmas
Q what were your orders to him?
A I telegraphed to him to lay the boat up in winter quarters I cannot tell whether I told him in the telegram to lay it up at Johnsons or whether I told him before
Q when did you see him then for the first time?
A I think it was close to Christmas time
Q Was it after or before you ordered him to lay it up?
A after
Q Was it before Christmas or after?
A That I am not certain of it was close by that
Q Close by Christmas last?
A yes sir
Q where did you see him?
A down at my office

Q State the conversation you had with him?
A He came down and reported that he had put the boat up at the Knickerbocker club and hauled it up above high water mark on the shore and that he could not put it up at Johnsons on account of another boat being in the way
Q Where is this Knickerbocker club that you speak of?
A Its somewhere in Port Morris
Q Did you pay him any money at that time?
A I did
Q For what?
A For hauling the boat above high water water mark at or near the Knickerbocker club and fitting her for winter quarters
Q Did he say anything at that time or any other time prior to the 1st of January last as to either the steam gauge or oil cup in question being missing
A He did not
Q Did he say that any part of the yacht was missing?

A. She did not

Q. you say the steam gauge was attached to the boiler and the cup was attached to the cylinder?

A. yes sir

Q. Could they readily have been seen by any body that would go aboard the yacht?

A. yes sir

Q. When did you next see the defendant

A. He was down to my office about the 9th of January;

Q. what was the conversation you had with him then?

A. In regard to the threatened suit he expected to have with Mr Neil

Q. nothing in regard to this yacht?

A. no sir

Q. Did he make any remarks then about the yacht?

A. He did not

Q. Did he tell you then about any parties having meeting?

A. no sir

Q. Since the arrest of the defendant have you had any conversation with him?

A. I spoke to him at Police Headquarters

A. She did not.

Q. You say the steam gauge was attached to the boiler and the cup was attached to the cylinder?

Answer.

Q. Could they readily have been seen by anybody that would go around the yacht?

Answer.

Q. When did you next see the defendant?

A. He was down to my office about the 9th of January.

Q. What was the conversation you had with him then?

A. In regard to the threatened suit he expected to have with Mr Neil.

Q. Nothing in regard to this yacht?

Answer.

Q. Did he make any remarks then about the yacht?

A. He did not.

Q. Did he tell you then about any [illegible] having meaning?

Answer.

Q. Since the arrest of the defendant have you had any conversation with him?

A. I spoke to him at Police Headquarters

Q When was it?
A The day after his arrest.
Q The day after his arrest on a previous charge.
A Yes on a previous charge
Q about When was it?
A on the 26th of January last
Q State the conversation
A It was a general conversation between him and his father
Q In regard to the steam gauge and oil cup have you had such a conversation
A It was a general conversation between him his father and Mr Stibbard
Q State the conversation
A Objected to as having been repeated.
Q Was this in his presence and hearing of the defendant.
A It was
Q did he take any part in the conversation?
A That I don't remember
Cross Examined
Q Mr Blunt when did you prefer the present charge against the defendant
A It was known to last saturday
Q You had preferred a previous charge

the same defendant?
A Yes sir
Q You have had that previous charge dis-
posed of before you preferred this?
A Yes sir
Q And thereupon and after his discharge upon
that previous charge the present
charge was preferred.
A I attempted to prefer the charge before
that and I was unable to do so.
Q And after the previous charge had been
disposed of by the defendant being
discharged therefrom you preferred
the present charge;
A Yes sir
Q Did you not say in answer to my
question a minute ago that the
present charge was preferred against
the defendant last Saturday?
A My impression is that I said Sunday
to last Saturday
Q Do you claim that the defendants
connection with the boat and the
property which belonged to the
boat ceased when he ceased to
draw pay from you as an engineer
A Yes sir
Q When did his connection with the

boat and the property of the boat Cont'd.
A After the boat was put up for winter quarters for the winters.
Q And when was that?
A I dont remember the date it was the latter part of December.
Q Did you claim that his connection with the property forming part of the boat also ceased at that time?
A I do — except —
Q Except what?
A So far as tools were concerned which he informed me he had taken from the boat for safe keeping.
Q He had taken?
A Yes sir.
Q When did he tell you he had taken tools from the boat?
A When he came down to get his pay for putting the boat up in winter quarters.
Q The Jury understand that you speak of Yes sir.
Q Where did he tell you the tools were then?
A He told me he had taken them up to his house or home
Q Did you personally direct him to

take these tools home?
A my impression is that I told him to take the tools home or put them in a safe place, away from the boat
Q That implied be after you desired him to lay the boat up at Lehmans?
A yes sir
Q Do you claim that your directions to the defendant was limited to the tools?
A most certainly I do, tools or flags possibly, moveable things that are around the boat;
Q If he had taken a cushion it would not have amounted to much
A yes it would
Q There are a lot of little attachments connected with a boat of this character that are to be found in the locker of the boat are there not?
A yes sir
Q It was a steam boat was it not?
A yes sir
Q Then Mr Blunt it appears now from your answer to the question or two back that your directions to Elmer were not limited to the

tools but to general moveable property.

Q Not to any property fixed to the boat or made fast to the boat?

Q In your directions to Elmer did you say to him you may take all the loose things off of the boat but under no conditions are you to uncover anything of that kind from the boat?

A I said to him take the tools.

Q Is that what you said?

A yes Sir

Q You told us a moment ago that you said flaggs and moveable property

A I said he could take the flaggs

Q Nothwithstanding that of the tools and flaggs you understood that there was such loose articles of property that could be readilly thrown away by thieves?

A Yes sir If the cushions had been taken or the tools stolen I should have blamed myself

Q You had given him directions to take the tools off of the boat?

A If he had taken those things I should have found no fault.

Q Will you tell me in exact words what you said to him as to taking the portable outfits off of that boat?

A My recollection is I wanted him to take the tools and put them in a safe place.

Q And you used the words tools and nothing else?

A Yes sir.

Q And you intended by that direction to convey his right to such things as harness and money wrenches. And nothing else?

A Nothing else.

Q You had learned at some one time that this gauge and this oil cup had been removed from the boat?

A I did.

Q When did you learn that after the boat had been sunk?

A Yes sir.

Q Perhaps you can give me the day.

A I think it was Friday.

Q Friday he was arrested?

A Yes.

Q It was then on Thursday or a forenoon

Charge:

Ans. Yes sir

Q. If you can give me the date I wanted rather have it

A. I think it was on the 21st of January I learned of the sinking of the boat on the 23rd

Q. You say Elmer's father and Mr Hibbard were at your house in Brooklyn on the Sunday following?

A. I did

Q. Did you had a conversation with these gentlemen on the subject of the removal of this gauge and oil cup?

A. On the subject of stealing the oil cup and steam gauge and pawning the same

Q. At the time of that conversation you had heard that the cup and gauge had been traced to the possession of this pawn broker?

A. Yes sir

Q. And when you saw Captain Barrett and spoke on that subject did you tell him that you supposed that that property was in his house

A. I did not

Q. Did you have any such conversation

with him in regards to things in his house?

Yes sir.

Q What did you say about it?

A I understood that the things and tools had been taken to Elmers home or house.

Q What occasion was there to make any allusion to the tools, when the tools were on the boat?

A I didn't know it.

Q You have since learned that all the personal property portable property connected with that boat except the two articles the subject of the proper charge were found on the boat when the marshals raised the boat, have you made any effort to ascertain it?

A I have not examined the tools, it was so filled that I could not get into it.

Q Did you not ascertain prior that all the personal property, portable articles, I mean those articles forming a part of the general furnishings or fittings of the boat had been safely found on the

boat with the exception of the 2 articles in question?
A I have not
Q Then as I understand it Mr Blunt you dont know you have not informed yourself wether all the other articles were on board?
A No I have not
Q you are not a practical engineer I presume?
A I am
Q you familiar with the running of a steam launch of that kind?
A I am
Q you owned a steam launch he was with the 2 articles mentioned in this charge if they were missing?
A They could
Q It would not be safe owned it?
A It is against the law to run it without a gauge it is safe enough in some respects because there is another valve that forces off at a certain pressure
Q you could it be run without this oil cup?
A It could
Q The law requires that doesnt it?

A. I doubt.

Q. Do you claim that the boat could be run in the absence of these two articles, I mean its machinery run on the day these two articles were taken off of the boat without any other attachment being put in their place

A. I claim that the engine and boiler can be run without those things

Q. With absolute safety and absolute propriety?

A. I did not propriety, convenience would be a better word. Leaving the laws of the United States out of the subject.

Q. With the exception of the law you claim that the engine was in perfect running order notwithstanding these two articles being missing

A. Yes sir

Q. Then why do you say the engine could be run about the same

A. Because it could be run without them.

Q. Under ordinary circumstances the removal of these two articles would prevent the boat being propelled

without the agency of steam?
A. I know it was not.
Q. Could it be run any unlimited distance without those two things?
A. Certainly I am speaking of this particular boat those are all I carry in addition to that.
Q. And had at the time this was removed cylinder.
Q. And is it still on the cylinder?
Cylinder
Q. How do you know?
A. Last monday or tuesday I went over to see the boat after it was raised.
Q. And at the time you went there to see about them you didn't see whether all the other things were in their place?
A. No sir there was ice and mud in the boat and I didn't go down to see about the fixtures I was informed that somebody had been there and had taken a list of them
Q. When you say you referred to tools do there something very valuable about them?
A. Not particular

0261

18

Q Found two dollars over their value?
Answer
Q What did the tools consist of?
A Two monkey wrenches.
Q How much are they worth more than 12 1/2 cents a piece?
Answer
Q How much more. Five dollars a piece?
A I suppose they cost $1 35/100 or $1 50/100 a piece
Q and the brass wrench is that any more valuable than the other? How much more valuable is it?
A I dont know
Q anything else? there was I think a coupple of chisells a file and I think an axe an oil stone and cold chisel, I dont remember the rest of the things may be one or two knives aboard I think I had an oyster knife and a clasp knife
Q are they worth more than twenty five dollars a peice?
Answer
Q are they worth 25 Cents a peice?
Answer
Q They come very much nearer to

0262

19

5 cents a piece than 5 dollars?
A very likely
Q anything else?
A I dont remember anything else oh yes there was a barter trunch.
Q How much is that worth fifty cents
A yes $1.25 or $1.50
Q Now Mr Blunt I want you to be liberal to yourself but give me the outside figure of second hand tools,
A I cannot do it
Q you could not come without one hundred dollars of it?
A Nossir without my bills.
Q Do you think ten dollars would leave you any profit on them?
A Nossir not to buy them I would rather have my own tools
Q I want you to give me the value of the things now?
A I cannot
Q Do you think ten dollars would cover their value?
A Nossir
Q Do you think 20 dollars would?
A Nossir I think about 25 or thirty would.

Q. now entering your mind on those particular items there seems to be 3 monkey wrenches a/w 5 other articles do you think entering your mind on those particular articles do you mean to tell us they were worth more than ten dollars.

A. The tools aboard the yacht were worth ten dollars.

Q. do you mean to say that they were worth more than 10 dollars what you have named — are they all the tools that you can call to mind?

A. That is all that I remember

Q. Leaving out all the tools on the yacht and entering your mind on the articles you have mentioned are they worth over ten dollars.

A. yes sir

Q. How much?

A. Forty

Q. Did you buy them?

A. I did

Q. New?

A. yes sir

Q. Did you buy those two stoves?

A. They came with the boat.

Q. Had you ever bought articles of this

character?

A. I have, I bought one for my other yacht that I had before this and bought them for stationary engines

Q. Do you mean to say you have bought so many of them that you cannot tell the last time you purchased them?

A. The last time I bought one was for my last yacht.

Q. Did you ever buy one of the Dwight & Platts Eitien steam gauge company Eitien New York. Patented Jany. 5th 1865. did you ever buy one of them?

A. I never had occasion to buy any of them make except the one I bought that was included in the boat?

Q. When you bought the boat you bought it for a lump sum.?

Answer

Q. Is there anything very peculiar in the name of this oil cup?

A. It is similar to that of the Detroit cup.

Q. Did you ever purchase a duplicate of this oil cup?

A I have not.

Q Then when you gave your testimony of the value of that articles you didn't intend to come down to the lowest market Price of its value?

A I don't know anything about the lowest market prices

Q Then sir where did you acquire your knowledge that the cup and the gauge were worth $39 dollars you say the cup is worth Twenty five dollars and the gauge Fourteen dollars

A From dealers in the trade.

Q When did you go around to ascertain that?

A Before I made the affidavit? Monday or tuesday.

Q Did you take the monday or tuesday previous to preparing the charge

A It was the same day Mr Stibbard was going around.

Q Where did you go to make the inquiries

A I went to Felix Campbell and to Dykmans and I went to another place on the corner of Gold and Fulton Street

Q Did you find at those places that they dealt in the articles of the

same make.

A They had a catalogue of the steam gauge and oil cup not of that make.

Q What did you find at either of those places that the next price of the steam gauge was?

A The prices they gave me on the steam gauge was Fourteen dollars and a silver plated or nickel plated was a dollar extra.

Q Did you give them the same number and the same horse power that I gave you in my question?

A I dont ~~mean~~ think any horse power was mentioned.

Q Presume I mean? 150 pound pressure and he told you that was 14 dollars was that the nett price?

A I dont know

Q Where did you find out the value of the other articles

A The oil cup similar to this was $30 dollars that is the detroit make.

Q I want to know of this particular make

A I cannot tell of my own knowledge I know of my own knowledge that they paid $25.00 dollars for it?

Q Yes?

A Mr Sanderson the man brought the boat of.

Q Who told you that?

A He did at the time brought the boat.

Q Then your knowledge of the value of the two articles is based entirely upon what somebody else has told you?

A Yes sir and also of the printed catalogues of what I saw myself.

Q Have you any of those catalogues?

A I have and neglected to bring it

Q Now Mr Blunt is running again to the interview at your house on Sunday who was present?

A Captain Bassett myself and Mr Shibley

Q Then you three gentlemen formed the party to the interview?

A Yes sir there were parties in the other room.

Q Then the subject as to the charge against Elmer took place between you three gentlemen?

A Part of it was heard.

Q Who heard it?

A My wife and a young lady who was visiting there Miss Whittlesey it was not my intention for them to hear it

Q Did you tell Mr Hebbard or Captain Brackett at that time that you supposed the steam gauge and the oil cups were at his house or Elmers house?

A I did not.

Q Did you tell Mr Hebbard or Captain Brackett at that time that you supposed that all the articles of personal property connected with the boat were at Elmers house or Captain Brackets house until you traced those things to the pawn shops and now you supposed that the boat had been stripped generally of all those articles and that they would be scattered around in the different pawn shops in New York?

A Those are not the words

Q Is that the substance of it?

A no sir

Q Did you make any allusion to it

A I said I supposed the tools were at Elmers house

Q The point of my question was this was your conversation with Captain Brackett or Mr Hebbard confined to the articles that you had traced to the pawn shops

Q. at that interview at that time, Q. You have no knowledge nor information that anything other than the two articles forming the subject of this complaint had been removed from the boat?

A. I did not.

Q. Then what occasion was there for you to say that you supposed the tools and other things were at Elmers house if you had no knowledge? if they were there or not?

A. Elmer Bassett told me the tools were taken to his house.

Q. Did you not say to Captain Bassett and Mr Stebbins at that time that you heard of the two articles being in the pawn shop you supposed they were in Elmers house?

A. Nosir I did not

Re Direct Examination

Q. Are the gauge and air cup in question tools?

A. They are not.

Q. Were they affixed to the machinery

A. They were

Q. Are you a licensed engineer?

A. I am.

0270

Q Licensed United States engineer?
A I am
Q When you were questioned by me you stated that the value of the steam gauge was $14.00 dollars did you refer to the steam gauge independent of the nickel plate?
A I did it is $14.00 dollars with the nickel plate.
Q Was this steam gauge in question do nickel plated?
A yes sir
Recess.
Q What is the value of that article of your own personal knowledge
A I don't know only from the catalogue the catalogue of the manufacturer shows $14 dollars. We about one dollar to get a nickel plated one.
Q of your own personal knowledge what is the value of that article the oil cup;
A I am informed they are sold for:
Q Now that is not your own personal knowledge I ask what is your personal knowledge
A My personal knowledge I get by inquiry

2. 8

Q Wayne cull that personal knowledge
A I never manufactured one.
Q Did you find out from the catalogue what discounts were allowed?
A I dont know.
Q You didnt want to find that out?
A I dont remember.
Q you went there for the purpose of swelling this up to grand larceny amount
Q Did you go there for the purpose of bringing the value down to the lowest possible market price
A I went there as I stated the value that before I went there Q/ I went there to make certain I was correct
Q Did you go there with a view of bringing down those articles to the lowest possible value?
A I went there to get the prices

Sworn to before me
this 7th day of February 1895 } E Blunk

Police Justice

John D. Granger called on the part of the people being duly sworn deposes and says.

Q By the Court.

Q What is your name?

A 2108 8th Avenue

Q What is your age?

A 37 years

Q What is your business?

A Painter

Direct Examination

Q Did you ever see the steam gauge and oil cup in question before (showing witness)?

A yes sir

Q When did you see them?

A 30th of December

Q Under what circumstances did you see them the first time?

A a young man brought them in and pawned them.

Q How much did you loan him on them?

A $2.00 dollars

Q Was he the first young man that called upon you at your place with reference to these things

A The same young man came twice

I offered him $500 dollars on them and he refused to take them and he came back half an hour afterwards and took it.

Q Did you look at him?

A Yes sir.

Q Have you seen him since at your place?

A I have a doubt about it.

Q What was the appearance of this young man that passed the articles?

A Fair complexion, his mustache was light.

Q Did you not describe this young man to the detectives?

A When detectives come there we give them all the information we can.

Q Look at Elmer C Bassett and say if that is the man?

A I have seen him and have a slight doubt as to its being him who put them in.

Q Now although you have a slight doubt don't you believe he is the man upon your oath?

A I cannot swear to it positively.

Q Don't you believe he is the man?

A I could not do that; he looks similar

like the man but I cannot swear he is the man.

Q Wasn't he from a good deal like him as the man who pawned these articles W/ that you have seen since this time?

A Yes sir.

Q Was this same young man in your place subsequent to the 20th of December with reference to these articles or with reference to having them to pawn?

A He was not

Q Was some other person in your place with reference to these articles?

A Yes sir.

Q Look at Captain Barrett W/ state if he was one of the gentlemen?

A Yes sir he was one of them

Q Didn't you understand Mr Barrett to be the father of young Elmer Barrett

A I did not until lately.

Q How many times has he called upon you with reference to these articles

A Possibly 2 or 3 times

Q Was he not in your place prior to Saturday last in reference to these articles?

A yes sir

Q When was he there the first time

A It may be 3 or 4 days after the detective was in there; possibly 2 weeks ago.

Q It was more than a week ago?

A yes sir

Q Did Captain Barrett have a pawn ticket with Captain him for those steeles?

A No sir. I didn't see any pawn ticket with him at all.

Q Had the pawn ticket been surrendered to you before Captain Barrett called the first time?

A no sir

Q The first time Captain Barrett called was the first time the pawn ticket was surrendered to you

A I have a doubt.

Q Meant the pawn ticket surrendered to you was one of Captain Barretts calls?

A yes sir

Q Who was with him at the time it was surrendered?

A His son was with him (the prisoner) or possibly another gentleman.

Q Meant that the time when that

pawn ticket was returned to you?
A yes sir the time I took it from—
Q From whom?
A The other party.
Q Who was the other party?
A I dont know.
Q Do you see him in court (Did he the man sitting with these two? (referring to Mushibond?
Defts Counsel admits it was Mr Theobond.
Q And you had a conversation with them and they with you about these articles?
A yes sir
Q And as a result of that conversation they returned you the pawn ticket and paid you $2.00 dollars?
A yes sir. $2.25 the 25¢ belonging for the storage and safe keeping
Q You didnt ask him any questions about it?
A He brought in the cup and gauge and told me to take good care of it, they put it in for safe keeping
Q Now since you remember that conversation dont you remember you had that conversation with Elmer

Barnett?
A I don't know it may be him and it may not be him. I am not positive
Q Does it look like him?
A It does.
Q Doesn't it look a great deal like him
A It does.
Q Now when Elmer Barnett called two weeks ago and ~~pretended~~ he accompanied by his father and another gentleman, didn't you recognize him as being the man that pledged the articles with you?
Answer
Q Didn't you tell the detective it was him?
Answer I gave him a description of him the best I could
Q When was this defendant when the ticket was returned, and the others?
A In the office
Q Do you know the reason why he pawned the articles with you?
Answer
Q There was some conversation about that time?
A They wanted the goods delivered to them and the detective put a stop on

Shown

Q They wanted the goods and you refused to deliver them?

A Yes sir without an order from the proper court or officer

Q And you say at that time they returned the pawn ticket for the goods?

A Yes sir

Cross Examined

Q You have been in the pawn brokering business how many years?

A 2½ years.

Q Our pawn brokers are supposed to know the value of almost every ordinary article of personal property?

A Yes sir

Q You brought these two articles down from your store to day under a subpoena?

A Yes sir

Q What are they worth?

A Second hand?

Q Yes sir

A I have seen them sued second hand at auction for $4. dollars

Q Now when you loan money upon articles second hand articles you know appraise pretty much the

original value?
A. Well not exactly we give a pretty
~~Sherlock~~ good guess at it
Q. Give me no one of your pretty shrewd
guesses but tell me what the value
of the cup is with the gauge down
A. I think a steam gauge could be
bought about like that for 7 dollars
the other thing I am not so well
posted about.
Q. Now you loaned $2 dollars on
the articles in the usual way
did you keep them there since?
A. Yes sir
Q. When was the amount which you
loaned on those articles repaid to
you?
A. I dont know I didnt take much notice
of it I can tell by my book, but thats
that I cannot tell
Q. Was it last saturday?
A. The last saturday I was not down
here it was I think last wednesday
or thursday.
Q. Why was the money paid to you then
yes sir
Q. And after the money had been repaid
to you why did you not surrender

the two articles to the individual?
A The detective put a stop ticket on them.
Q Did you at that time you held the articles subject to the order of the complainant?
A Privately
Q as his custodian?
A yes sir
Q I understood you to say that the gentleman who pledged those articles with you came in first and asked you if you loaned money upon such articles and then asked you how much and then left the store and returned again in about half an hour and pledged them?
A yes sir
Q And whoever the individual was who composed those two instruments or performed those two services was the same individual?
A yes sir
Q Have you ever bought at said stream gauges?
A I paid two at auction
Recross examination
Q Did you know whether it was a pattern

steam gauge?
A I dont know
Q Have you ever dealt in oil cups?
Answer
Q Do you ever loan any money on an oil cup like this?
Answer
Q Then you have testified to what the oil cup was worth as old brass?
A Brass is only worth 20 cents a pound.
Q Then you dont know anything about the value of what this oil cup is worth
A I would not give a dollar if it was brought in to me again.
Q If you never saw an oil cup like this expose of this kind how do you consider yourself competent to testify to what it is worth?
A To the best of my opinion as a friend guess as for what they bring at a pawn brokers auction sale.
Q Do you know whose make this steam gauge was that you sold for such a small sum?
A I cannot tell.
Q Do you often loan money on steam gauges?
A I dont take in more than that in my

life

Q when did you take any other steam gauge except this one? without reference to this one?

A 3 or 4 years ago.

Q Then you must know much about the value of those articles?

A only the way I see them by guessing and by the pawnbrokers auction sale

Sworn to before me
this 7th day of February 1877

Pahres Jnotaie

10

George A Alexander being duly sworn deposes and says.

By the Court

Q where do you reside?

A 123 East 118th Street.

Q what is your age?

A 23 years

Q what is your business?

A Photo Engraving business?

Direct Examination

Q Do you know the defendant Elmer Barrett?

A I do

Q were you in his company in December last at any time?

A I was

Q did you see Elmer Barrett with those articles in his possession.

A I did

Q was that in December last?

A It was.

Q where was it?

A on 3d avenue

Q did he have them with him on the street?

A He did

Q and it was the 30th of December last

A yes sir

10

George A Alexander being duly sworn deposes and says.

Q By the Court

Q where do you reside?

A 123 East 118th Street.

Q what is your age?

A 23 years

Q what is your business?

A Photo Engraving business,

Direct Examination

Q Do you know the defendant Elmer Barnett?

A I do

Q were you in his company in December last at any time?

A I was

Q did you see Elmer Barnett with these articles in his possession

A I did

Q was that in December last?

A It was.

Q where was it?

A on 8th avenue

Q did he have them with him on the street?

A He did

Q and it was the 30th of December last

A yes sir

Q Did you go with him to the pawn brokers?
A I did
Q Did the defendant then put these pawn tickets?
A I didn't see him
Q Did Barrett put you with this prisoner together?
A We did
Q Did he then had these articles in his hand?
A He did
Q Did you and he leave this prisoner together?
A We did
Q Did he not have them then?
A He did not
Q He left the articles in Mr Lingers prisoner?
A It is supposed to be as there is a pawn shop there separates customers
Q Did you were in one of the apartments and he in another?
A Yes I simply turned my back
Q But you saw him go into one of these apartments?
A I did

Q And have some talk with the man behind the counter?
A Yes sir.
Q And while you were there did he open one of the compartments you turned your back?
A Yes sir.
Q And didn't he inform you that he had got 300 dollars for those steels?
A He did
Q And didn't he tell you he had pawned them?
A He did not.
Q Did he tell you in what way he got the 300 dollars?
A He told me he had those things I didn't see them with him and I supposed he had pawned them he did not say that he had pawned them.
Q Was he more leaving the place with you or he announced to you that he got 300 dollars
A That was all.
Q Proceeding to your meeting Quigley please did you and the Defendant visit any other pawn shop?
A We did not.
Q Did you visit Gramsons pawn shop

more than once? on that day?
A Twice
Q Was the first time you visited the place the defendant left it without those articles?
A The second time
Q What did he go there for the second time?
A The second time he went there, the defendant these things I didn't see him do it.
Q Isn't it true that the time you said he visited Grunagen please the defendant had planned the articles?
A He did not.
Q Did he show you any tickets?
A He did not
Cross Examined.
Q You have known Elmer for some yrs
A Yes sir
Q Did you know what his relation to that boat was?
A I did
Q You had been out with him on this boat?
A I have.
Q You were with Elmer at the time this stolen Grunage and oil cups were removed from the boat were you?

Ayer sir

Q What did he do with the steam gauge and all cups after removing it from the boat?

A He took it up to his house

Q How many days was it from the time that they were taken to his house before they were taken to the pound shop just spoken of?

A 4 days.

Q When they were removed from the boat about the 26th of December?

Ayer sir

Q Was that a very cold day?

A Not so too cold.

Q At the time Elmer took those things off of the boat she was lying at Port Morris wasn't she?

Ayer sir

Q Did he say about removing anything else from the boat?

A About between he did

Q You met him casually, and having nothing else to do accompanied him

A I did just for company sake

Q Now when you met him on the 30th of December the day those articles were pawned where did you first meet

Sir?
A 134 th Street and 3rd Ave.
Q That is at the corner of the street of his residence?
A Yes sir
Q What did he say to you then?
A He asked me if I would take a walk down town as far as 14th Street with him
Q As a matter of fact when you reached this pawn shop the prisoner who first went in with these two articles and asked if they would receive them and how much they would give on them
A Yes sir
Q Prior to the time when they were pledged by Elmer what did he say as to the reason for pledging them?
A He didn't really give me any reason
Q What did he say about redeeming them?
A He said he would redeem them as soon as he got money. He was expecting some money down in first avenue where he was working
Q How much was he expecting from the people in 10th Ave?

A Yes dollars

Q What was the name of the individual who owed it to him?

A I cannot tell the name.

Q What was it for?

A Gas fitting

Q Did he say anything to you in case he should not succeed in getting his money in Fort Smith was you to loan him the money to redeem them?

A He said he was very sorry he had pledged them and he said if he didnt get the money I would send it to him and he was to redeem them before the 30th of December Jurmony Duncan.

Sworn to before me this 7th day of February 1895

Paul Junotte

[illegible] in which the

Edmund Blunt Recalled.

Q By Mr Blandy.

Q Mr. Blunt the last you saw of the two articles in question before the launching of the boat was sometime prior to the time that you come either informed him orally or in writing requesting requesting Elmer to lay the boat up?

A yes sir.

Q and were they in their proper places.

A yes sir.

Q They were in the vessel forward part of the running gear of the boat?

A yes sir.

Q Had you ever had the boat up previous?

A I had not. I had not owned her before

Q Had you ever owned a steam launch before that and had it up?

A yes sir at Frank Bees in Brooklyn

Q That was in an enclosure was it not?

A no sir we hauled it up on the beach and took off the smoke stack and covered it with a tar paulin

Q Did you intrust to Mr Bees the management in which the

148

should he laid up?
A Left it to his Judgement.
Q Now when you informed Ernest to lay this boat up you did the same same thing didnt you?
A No I gave him directions so he could tell you to take her up to the rail road track on the beach
Q Anybody could have broken into the boat and taken away the tools and property on them?
A Yes.
Q Dont you know that the gentlemen on Brooklyn took all the property off when he laid it up?
A Yes sir all the tools were taken off and placed in the chest, and -
Q Did did you take the gauge off?
A Yes sir
Q Why did you take the gauge off?
A For fear it would be broken
Q What did you do with the cup?
A Left it on the boat
Q Wasnt the oiler just as likely to be broken as the gauge?
A Yes sir because there was no glass around it
Q Do you intend to say that your

Cabin was so enclosed that it would be safe to leave the oiler on the boat?

A I didn't want it done I didn't direct him to take it off.

Q You know that Elmer Barnett is a man 23 years of age?

A Yes sir I believe he is

Q You gave him credit as having some knowledge of engines?

A I gave him great credit

Q If he had asked you about removing that steam gauge and oil cup would you have objected to it?

A I would have tried him to leave it where it was.

Sworn to before me this 7th day of Febry 1885 } E. Plumb

Pomeroy Justice

February 24th 1885.

Examination Resumed.

All parties present.

Edward Shutt Recalled. on the part of the people.

Direct Examination

Q In regard to the oil cup in question was it a patented oil cup?

A It was.

Q Whose make was it?

A I dont know except the Utica Company

Q And its composition was brass?

A Yes sir

Q And was it just as good as a new oil cup

A It was just as good

Q Since the last examination have you made inquiries in regard to the oil cup?

A I have

Q What is the value of them?

A From 25 dollars to 35 dollars

Q This was a pint oil cup?

A Yes sir

Q In regard to the steam gauge was it as good as new?

A Yes sir

Q Whose gauge was it?

J-1

A The Utica steam gauge company.
Q Has this oil cup as good a make as any other manufacturer?
A I find it as good; although I never tested any other manufacturer.
Q Have you any catalogues here of the prices of paint oil cups?
A Lubricator, I was a lubricator that I was speaking of
Q In connection with the steam gauge?
A Yes sir there is one something like it (Referring to the Detroit lubricator)
Q That is similar to the lubricator in question that cup is on page nine of that book?
A Yes sir
Q What is the price on that book?
A Thirty dollars
Book offered in evidence:
Marked Pltff Ex 5.
Q That is brass? A Yes sir
Q Do you refer to page 9 of Pltff Ex 5?
A Yes sir
Q There is another lubricator on page 16 of this book is this like the one you have?
A Very nearly like it
Q And the price of that is what for a pint?
A Thirty dollars.

52

Q In regard to the steam gauge, whose make was your steam gauge?
A Utica steam gauge company.
Q You now produce a pamphlet of the Utica Steam gauge company?
A I do.
Q What is the price there?
A Fourteen dollars
Q And for nickel plated how much?
A One dollar extra
Q That is the price list of the Utica Steam gauge?
A Yes sir
Offered in evidence and marked Pltff. Exhibit 5.
Cross Examined
Q Mr Blunt what was the capacity of this oil cup?
A a pint I think it was
Q Did you ever measure it?
A I did not
Q The testimony that you have just given as to the value of the cup based upon the inquiries you have made and as corroborated by this pamphlet is based upon a pint cup.
A Yes sir not entirely also in regard to the price paid?

4
J-B

Q Did you buy the cup?
A When I bought the boat I did
Q Did you buy the cup separate?
Answer
Q Did Doctor Plato at any time bear any relation to that boat?
A Yes sir he owned it
Q And I understood you to say that the cup was manufactured by the Utica Steam gauge company?
A Yes sir
Q Did you know from whom Doctor Plato bought it?
A No sir
Q I direct your attention to a letter from the Utica Steam gauge Company
" George D. Barnett Esq
Dear Sir
In reply to your letter of the 13th
gauge No 3307 P sold to Doctor Plato
was a number three brass case nickel
plated also we will make price for one
like it $9.00 dollars or we will
sell you a number 1 gauge which
is the same size but with Iron
case japanned nickel plated for
five dollars hoping to receive your
order Respectfully Utica Steam gauge

5
J4

Company; You have heard that letter which I have just read to you and which is a letter from the Utica Steam gauge, now in face of that letter in referring to that article which is the same article mentioned and said to doctor Plato do you still persist in saying that that gauge is after value that you have mentioned; that that gauge was $15 dollars.

A I say most assuredly that the price list of that trip is Fifteen dollars middle priced.

Q Did you ascertain who the gentlemen agents were of the Utica Steam gauge Company, Inspecting at?

A I do.

Q What are their names?

A McNab and Holland.

Q Did you call on them?

A I did

Q Who did you see?

A I don't know.

Q Did you see one of the firm?

A I think it was a clerk I saw.

Q Did you call there with a view of ascertaining the value of the cup?

A I did

Q When?
A I did it several times I did it a week ago monday I think was the last time
Q And you ask what the mett price was?
A I got their list prices I cannot tell you their mett price
Q You didnt ask?
A No I did not.
Q You didnt go there with a view of ascertaining at what price you could get it and you go there simply to find out how much they cost?
A With a view to price not to purchase
Q Did you know there was forty percent off of the list price?
A Nosir
Q Didnt you ask if there was?
A No sir
Q Did you make any inquiries as to the mill cup any more than what they would sell it to you for?
A No I did not
Q What sizé was this steam gauge?
A I understand it is a six inch gauge
Q Dont you know the number of what your gauge is?
A No I do not I never noticed it
Q This letter I referred to it would indicate

4
56

the number to be 5578. do you know anything about that?
Ans. No.
Q. Did you buy the boat from Doctor Plato
Ans. No I bought it from N. J. Sanderson
Q. Did he buy it from Doctor Plato?
A. I cannot tell you that.
Q. you said you understood that he bore relation to the boat?
A. I understood that.
Q. Do you know whether Doctor Plato purchased this particular steam gauge from the Ehrens steam gauge Company?
A. No I do not.

Sworn to before me
this 28th day of February '85.
E. P. Dunn
Justice

The People Rest

8
57

George P Barrett being duly sworn deposes and says. called on behalf of the defendant.

By the Court

Q where do you reside?

A 157 East 120th Street.

Direct Examination

Q The defendant is your son?

A yes sir

Q How many children have you?

A Eight

Q This is your oldest son?

A yes my daughter is older than he is.

Q Mr Barrett since your son's arrest in this case and on this charge you have had assault interviews with the complainant Mr Blunt?

A Two interviews

Q where did you have the first?

A In his house in Brooklyn

Q Who was with you?

A Mr. Hebbard

Q When was that?

A That was Sunday evening on the day that this arrest was made, where was your son then?

A Was at police headquarters

Q Did you have a conversation with Mr

9
J-8

Blunt at that time on the subject of Elmer having charge of the boat during the summer and especially having the custody of the articles in question I had.

Q Will you state just what took place between yourself and Mr Blunt and Mr Hibbard? - Was anybody else present when that subject was taken up?

A There was nobody else present except the two gentlemen and Mr Blunt which I have already named. There was a general charge.

Q You went there to see Mr Blunt on the subject of the charge did you?

A I certainly did that was what brought me there I never had Mr Blunt's acquaintance until that time; As soon as I heard of my sons arrest I went to Police Headquarters I found my son there and as I saw nothing of the particulars of the ~~letter~~ arrest I thought I would seek Mr Blunt out and ask him with reference to it, I waited at Mr Blunts house the best part of an hour before he came in and then we repaired to the dining room off of the parlors the doors were closed and we sat down

and the conversation ensued. He told me that although he found that the boat was sunk and stripped and that he found the oil cup and steam gauge had been pawned and he expected to find the rest of the things the same way. He said I thought that those things were at your house; of course he expressed his amazement for I seemed not believe my son would be guilty of doing anything wrong.

Q Now what was said as to Elmers having the custody of them?

A Well he said he left them in his charge and that he supposed they were in my house.

Q As a matter of fact Mr Barrett the two articles in question were at your house when they were taken off after the boat?

A Yes sir

Q The subsequent disposition of them being placed in the Lambsdens had you any knowledge of that?

A Not the least. I had no knowledge of them being in my house he told me that, I didn't know what arrangement my son had with him

Q Is that all you recalled of any remarks of Mr Blunt in reference to the boat

and the property being intrusted to Elmers care ?

A It is

Q Since the preferment of this charge against you are you have been around among the trade getting the market value of the Acme steam gauge company goods with a view of ascertaining the value of those two articles ?

A None.

Q And how extensive has been your inquiries among the trade in the city of New York

A My inquiries in reference to the oil cup has been with Manning Maxwell and Moore that is considered the first house in New York city Rogers of 19 John Street who are the leading house for machinery supplies this as a specialty with reference to the oil cup. I had Mr Winters of Manning & Co make a sketch of the cup and make a book showing the dimensions of the cup and also the value of the cup the cup is known as a 1/3 of a pint

Q On page 13 of the book called the far famed American Lubricator as the first book not which is sketch with a blue pencil does that relate to this book

12
C1

A. It does.

Q. What have you ascertained to be the market value of that cup?

A. The market value of that cup is 14 dollars discounts to individuals 15% and 20% cent and to the trade 40% cent they offered to furnish me with a cup for $13. dollars.

Q. Now what was the result of your inquiries at other places

A. The result of my inquiries at Manning Maxwells and Moons, and they offered to furnish me with an American Nat. Lubricator brass 1/3 of a pint for $3.00. It was then Mr Mutters who made the sketch and found out the capacity of the cup.

Q. You have spoken of a discount what was the discount received that to?

A. Individual buyers would get it at and 20% cent off to the trade it was 40% cent forty per cent would reduce it to $8.50/100 dollars

Q. Did you find that to be an old style or a new style?

A. Old style

Q. Was was the new style any more expensive

A. The new style costs $3.00 dollars more long jackets and the same discounts

13
62

the new style cup moved be 1 4 45/100 dollars with 15% off and 20 off. Maxwell, Moore and Manning would replace this identical cup the cup they moved furnish me was a better cup; in any way they agreed to furnish me with a nickel plated cup for four dollars and fifty cents nett. and Mr Winter then went with me to make a sketch of those two articles I took the number of the gauge

Q. what did you find the number of it to be

A. No 33078 I wrote to the manufacturers of the gauge;

Q. How many letters did you write them

A. Two.

Q. Have you the copies of the letters here?

A. Yes sir here is one dated February 10th 1885 and one of February 13th

Q. and you received this letter in reply to your under date of February 16th?

A. yes sir

Papers offered in evidence and marked Defts Exhibit 12 and 3.

Q. What was the result of your unsuccessful efforts in the trade as to the value of the gauge

A. after the Utica steam gauge company had replied to my letters I found out their agents in New York McNab and

14
63

Hall and to John Street Mr Reed the agents of Maxwell Manning & McGrab. said Hallcand, they offered me the identical gauge $7.25 dollars. $6.45/100 dollars for the gauge & 75 cents for a nickel plated one

Q Mr Barnett after your son had been arrested in this proceeding & after you learned that the cup & gauge had been pledged & before your son was arrested on the present charge what did you do in the way of redeeming these articles

A I gave my son the money & told him to pay the charges to pay the storage charges & leave them to account for whom it may concern;

Q why didnt you take them away from the pawn brokers;

A They were stopped by a policeman they were delivered to Mr Blunt five days before this charge was made.

Cross Examined

Q what do you understand by the sign of a 1/3 of a pint oil burner?

A The cup that holds the oil holds one third of a pint

Q Did you measure the cup in question in order to ascertain whether it was a 1/3 of

15
64

a fruit or not?
A Charles Winters did it
Q Were you present when he measured it
A Yes sir but I was when he took the sketch and he told me
Q and all you know about it you derived from him?
A yes sir
Q Have you made any effort to subpoena and produce Mr Winters here?
A yes sir he was here before as a witness and he was not called I requested him to come two weeks ago
Q you expected to introduce some testimony here to-day for your son did you not?
A yes sir certainly
Q When your estimations of the value of the cup in question are predicated upon the assumption that this is a life of a fruit bubbleator?
A yes sir.
Q I assume if you could admit if it is a fruit the price is more?
A certainly
Q Did you tell Mr Winters the predicament in which your son was in?
A yes sir
Q you told him he was under arrest?

16
6

Ayesaii

Q And you told him a great deal depended upon the value of the testimony of the witnesses?

A I did not

Q Something to that effect? I did not.

Q Did you tell him why you wanted him to make a sketch?

Ayesaii in order to ascertain the size of the cup.

Q What did you say he told you about the value of the cup was?

A He said this was a number one 1/3 pint cup and it dropped a drop to the minute and he told me the price was 14 dollars discount to the trade forty per cent.

Q Did any other dealer examine this cup?

A Not that identical cup no sir

Q When you made inquiries of other dealers you stated to them that it was a 1/3 cup

A I told them it was a number one annealin

Q Mr Manning makes a different kind of a cup?

A I dont know

Q Do he in the business of selling oil burners? Ayesaii

Q Did does he sell this particular style of cup?
A I dont know they furnished me with a list
Q Dont you know that this was a different make of a cup than Maxwell & Co makes & sells?
A I dont know anything about that. I had no interview with Maxwell about it
Q Dayou know if he makes or sells this particular kind of a cup?
A I wasn't I do not
Q Dayou know whether or not this steam gauge was owned by Doctor Pluto or was paid to him?
A I dont know. I took the number
Q You dont know that steam gauges do not bear the same numbers dayou?
A I know nothing about this only what I took off of it I saw a number 3 on it I saw the figure three on it
Q you dont know anything about steam gauges?
A I know nothing only what I found out in the last 2 weeks
Q How long have you known Mr Wentes
A I knew him by sight but only knew what his name was 2 weeks ago.

18
67

Q Where is the place of business of Maxwell-Manning Fur House?
A Liberty street in this city they told me if I wanted them they would come if it was necessary.
Q I understood you to say that you didn't see the oil lamp or the steam gauge in your house?
A Mr Blunt told me so, he told me the though they were in my house and that my son agreed to put them there.
Q Did you know as a fact that they were in your house?
A I did not.
Q Did you find any flaggs in your house
A I didn't find them my son showed me some flags
Recessed
Q You have given us the conversation that you had with Mr Blunt at his house on this Sunday when did you have your next conversation with him?
A The next conversation I had with him was in the police court at Jefferson market.
Q Did you have a conversation with him on the subject of the articles being in Elmira custody just state what conversation

19
68

took place between ~~them~~ and Mr Blunt
A Mr Blunt said to me Mr Barnett I will
make a charge against your son for
stealing this boat and we will have
it adjourned for a couple of days for
the purpose of investigation and if I find
out he is not guilty of stealing my
boat I will make his examination
as broad as the charges that was
almost word for word of the conver-
sation

Q Is that all ?

A yes that is all, that same day he had
the same conversation in the same
place with Mr Hibbard so Mr Hibbard
told me I didnt hear it

Q That was before the charge was made of
Grand Larceny ?

A yes sir

Q And before your son had been arraigned
before the magistrate ?

A We all stood in front of the desk
Mr Blunt hesitated about making
a charge and he and I returned to the
foot of the step and he then made that
remark

Q What did you say to him ?

A I dont remember. but I told him

20

64

before I left the court I immediately investigate the thing myself. and started to do it

Sworn to before me
this 24th day of February 1887

Paul Justice

Isaac N. Stebbad sworn by the defendant being duly sworn says

Q Where do you reside?

A 347 East 116 th. Street and my place of business is at 353 Pearl Street

Q How long have you known the defendant?

A I have known him since he was a few weeks old.

Q you were appealed to by Mr Barrett as a friend when the boy was arrested on a charge of stealing a boat?

Answer Yes.

Q Did you accompany Mr Barrett to the house of Mr Blunt on the sunday referred to?

Answer Yes

Q I want you to tell the court all that took place at that interview?

A We arrived at Mr Blunts house and we waited some little time for Mr Blunt to return home when he came in we retired to what I understood to be the dining room the doors were closed and we had an extended conversation lasting perhaps an hour the purport of that conversation was to this effect Mr Blunt stated that

Elmer Barnett the prisoner had been in his employ as engineer and had charge of his yacht. after the season was over he left the boat in Elmers charge and told him he might use the boat if he could make any money out of it. Sometime in December he sent word to Elmer to put the boat up for winter quarters shortly after he sent this word to Elmer the reporter he had put the boat up at the Knickerbocker club house and that he could not put it up at Johnsons. Mr Blunt paid Elmer for his services and the witness after men that had assisted him in laying the boat up. He stated that he directed Elmer to take the things off of the boat and to take charge of them he also said he had great confidence in Elmer and he was trying to get him a position of some kind and that he offered to let him take the boat down to Florida if he could make any money out of it he stated that he had been informed that this property had been forfeited. and Mr Barnett he expressed great surprise at that statement and said that he did not think it was possible that his pay would be guilty of a

such a thing Mr Blunt said its true
I have already found some of the things
In the farm house in 8th avenue near
115th Street He said I do not think
that the boy was intended to steal my
boat I dont think he was intended to
harm it I think its being sunk is
a pure accident He stated many things
in regards to Elmers connection with
the boat missing. and that he was
informed that Elmer had played cards
on his boat which was contrary to
his wishes and he had young men there
in the evening playing cards with
him and that he was acquainted with a
lady and he thought that perhaps this
was the cause of his going wrong.
I think that was the substance of the
conversation that night On the next
morning a similar conversation
had between Mr Blunt and myself in
reference to the matter I think the
substance of the conversation the
next morning from Police headquarters
to the Court and of the same character
as the night before at the Police
Court Mr Blunt hesitated to make
a charge He came to see a little

north of the sailing where I was standing
and stated that he had said to Mr Bonsett
for that he would make the charge against
Elmer for stealing the boat he said I
dont think there is anything in it
I dont think I can prove it but he pay
I will make it for the purpose of holding
him I shall investigate the matter and
if I find that he that he didnt do it I
shall exonerate him as broad as I
made the charge against him I said
Mr Blunt I wouldnt do any
such thing as that you have no
right to make a charge if you cannot
prove it in good faith I said you
will find yourself liable in heavy
damages and he snapping his finger said
that dont amount to anything I will
take the risk, The following day the
he came to my store and I introduced
him to Mr Baxter my partner we
were having a conversation in regard
to his steam gauge and cup Mr
Baxter it seems had just been buying
a cup Mr Baxter said his cup was
a pint cup and that he had been
round and ascertained the value
of the cup and gauge and he found

they were with Twenty Eight dollars
I think that was the substance of the
conversation. There is a portion in
the first conversation I have omitted
It was suggested at that time Mr
Blunt withdraw any criminal
charge agt of Mr Elmer Barrett had
signed Mr Blunts boat in any way
that Mr Barrett owned in some way
Indemnify him agt Mr Blunt said I
feel that one of the young men who
has associated with Elmer his mother
has some property agt I think she ought
to be made to contribute towards it.
the young mans name was Anthony
Bohm. The next conversation I
had with him was on the street in
Pearl and Cliff Street we had quite
an extended conversation there and I
stated to Mr Blunt that Elmers mother
was very ill agt that there was an act
of undiscrimination on the part of the
boy I thought it was better to ass
look it, he knew in what way he had
charge of the boat agt he said he
ascertained he was the Bailee of
the boat - he then said there was
great excitement among the yacht

26
70

men and that he was going to the District attorneys office in reference to this matter and that he had been sent for by Col Fellows he subsequently returned to my store and requested me to go and see his lawyers and I told him I would not do anything of the kind and that I didnt wish to complicate myself with it and in addition to that I didnt want to. I then stated to Mr Blunt from his statements to me that he made a great mistake when he made this charge and that he held himself liable for he came to a charge that he had no faith in and that was the end of it

Q Do you first conversation with Mr Blunt - I understood you to say that Mr Blunt said that he requested Ames to take those articles off of the boat and that he supposed they were in his fathers house instead of which the boat had been stripped of all its property and he supposed that all the articles would be found in pawn shops in as much as those articles had been traced to pawn shops is there what he stated?

29
76

Yes sir he said he told Glenn to take the things off after bout-
Q What things were you talking about?
A I dont know what things Mr Blunt had in his mind (Q) Mr Blunt stated to you in court Mr Gibbons you have done wrong you told the judge that he had taken the steam guage and oil cup and pawned it. and you ought to know better than that, I made a change. I in reference to that I will send him up for 6 or 7 years I states to the judge that I was informed that he had taken the steam guage and oil cup and pawned them:
Cross Examined.
Q With reference to the penalty you have spoken of did the judge suggest that himself or not Blunt?
Answer
Q Didnt the judge say that in open Court
Answer he said nothing about the penalty I said to the judge that the only charge as I understood it was taking same property that he had in a fiduciary capacity and locked him if it was a criminal offence and he paid it was under the code

30
28
77

Q Did you hear Mr Burnett make a statement that Mr Blunt said that he would have him arrested on a charge of stealing the yacht and if he found out that the defendant had not stolen his property he would make his examination as broad as he made the charge?

A yes sir

Q you heard him use the word property in connection with that? what Mr Blunt said?

A I did

Q you have talked with Mr Blunt considerable about this bailee matter?

A no sir only once

Q Have you not at the time of that conversation stated that you thought the defendant was the bailee and could not be held on this charge?

A I suggested it the first time I had this conversation was at Jefferson market.

Q did Mr Blunt tell you from whom he received the information as to where the property was?

A no sir

Q did you at your second interview

with Mr Blunt yourself suggested that Elmer Barnett was the Bailee?
Answer
Q Where did this interview take place that Elmer Barnett, was requested by Mr Blunt to remove the things from the boat?
A At his house those were his words to remove the things from the boat.
Q Didnt he use the words tools?
Answer
Q Did you hear captain Barnett say he said the words articles at this same interview
Answer I was out of the room most of the time we dont know all that he did say
Q Do you remember any word of that conversation?
A I do not I only state the substance of it he stood next to Mr Barnett & we said I found some of the things
Q Did he tell you he requested Elmer Barnett to remove some of the things off of the boat?, the to remove any of the machinery off of the boat
A I dont think he used the words machinery he said that they could not bring the boat down as the articles any things

80/79

were all off after unless they plugged the bow.

Did he say at the time he made the proposition to Elmer that he could take the boat down to Florida that it had been put in quarter masters care?

Q You then understood the boat was in Port Morris?

A He said Barnett promised to look after the boat for him and he promised to do it

Q Do you still adhere to the statement that he didn't expect to load Elmer upon this charge of stealing the boat?

A I answer to that positively and unqualifiedly without any reserve that he did before he made the charge this was in court. He stated that to me

Q Did you see any detectives in court then?

Answer

Q Do you know how far away he was from you?

Answer

Q Didn't you tell Mr Blunt that if the defendant is load upon this charge that you would have it again load

3 ~~8~~
80

In the district attorneys office

Answer I did not use the word pigeon toed.

Q Have you expressed your ability to have him pardoned in case of his conviction

A I do not think I ever made any such statement

Q you have taken a personal interest in this matter?

Answer only I am a witness & subpoenaed regularly I come here at the request of his father

Q are you related to the defendant?

Answer I know him very well

Sworn to before me
this 24th day of Feby 1885

Parker Justice

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81

William M Baxter being duly sworn
deposes and says.
Q Where do you reside?
A I reside at 47 St Felix Place Brklyn
and am in the paint business
Q You have no connection with this
transaction have you sir?
A None at all sir
Q Do you remember Mr Blunt calling
at the office where you were on business
sometime after the assault of the
defendants?
A I do sir
Q Will you state to the court the conversa-
tion that you had with him at that
place on the subject of the stealing
of the boat and the subject of the boy
and about taking charge of the personal
property on this boat?
A They spoke to me having supposed
I owned a yacht that I then something
of it I told them it was the usual
custom of boat owners to strip their
boats and give the stuff to somebody
to take charge of and understood Mr
Blunt to state that he authorized this
young man Barrett to take the oil
cup and steam gauge and to look after

38
82

it to take charge of it that is about all I recollect of it I didn't come in there until after we were discussing it for some time they were discussing the value of the steeles and I stood there I just bought an oil cup which I had in use for the last two months which was part in my engine to be tested before I bought it and the price of it was 20 dollars. and it was a mixed pointed patent gauge and it was used on a one hundred horse power engine and I went to several firms to see if I was overcharged for it I went to James & Jackson and they went $12 for it

Q What was said as to the value of the steeles that were taken off of the boat

A Something was said about the value of the steam gauge that I don't recollect what I paid for it it was so long since I bought one

Q Then you recollect in that interview the fact that Mr Blunt stated at that time that those steeles were still entrusted to the care of young Mr Blunt while the yacht was laid up.

A I so understood it

Cross Examined

34
83

Q You have twice made a statement that you understood Mr Blunt to say that he entrusted the care of the steam gauge until cup to the defendant will you state and swear positively that he did state?

A I don't know that I can swear positively to it but to the best of my knowledge and belief I will.

Q You have twice testified that you understood Mr Blunt to say so?

A Yes sir

Q Do you mean by that that this was an impression that was produced upon your mind during the conversation

A Yes sir that is all I know they were talking sometime before I came in. I didn't pay very much attention to their conversation

Q Since then have you talked with Captain Barnett or Mr Stibbard?

A I have not talked with Mr Barnett

Q Were you not talking to him on the subject of the oil cup or steam gauge having been intrusted to the defendant

A I don't recollect that I have.

Q Will you swear you have not?

A I don't swear either way.

35-10 84

Q Then you don't remember the conversation you had with him?
A I do not
Q How long have you known Mr Hibbard
A 10 or 12 years ago intimately
Q He was talking somewhat with you about this case?
A I don't recollect if he was or not I don't swear either way. I didn't take much interest in the case at all
Q At the time you had this conversation with Mr Blount was Mr Hibbard present?
A He was engaged with somebody else
Q Was Captain Barnett present?
A Yes sir Mr Hibbard is my partner

Sworn to before me
this 14th day of February 1885

Pauline Justice

0329

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80

Walter F Williams called by the defendant being duly sworn deposes and says

Q Where do you reside?
A Home of Refuge Randalls Island.
Q What is your business?
A I am employed on the boat which plies between 130th Street and Randalls Island and the refuge
Q How long have you filled that position
A 9 months about
Q Do you remember the yacht Mascotte being towed to the place where she was sunk? A yes sir by a row boat I know that Anthony Barbin was one of them I dont remember the day she was brought there and I saw her sunk
Q What caused her to sink?
A She got down it was extra low tide and a heavy wind was blowing the very heaviest wind I have seen for some time there and a side wheeler came along and swashed the water into her and filled her and she sank.
Q The trips you make from 130th Street to Randalls island are very numerous during the day aint they?

0330

37 86

Ans. Yes sir We are going within reach of where this yacht was when she was passed there originally she appeared to float all night and she was passed when I saw her first in her right position

Q Had anybody been aboard her to your knowledge for some time before she went down?

Ans. No sir

Q Had you seen Elmer Barrett on board of her or this boy Anthony Bohm from the time she was anchored until she went down? Ans. No sir Anthony Bohm came on our boat and Stood him what happened that the part. and he must have told Barrett Ans. Examined

Q How far from the foot of 120th Street was it you saw this boat the Nassau A It was a little below 120th Street it was near Roosevelts Island. the distance between 120th Street and our float is between 80 and 90 feet.

Q Was this a fit place to put a boat for winter quarters?

Ans. Yes sir because there is a sort of a cove there, and if it was not the way

87

it happened it was a very good place it happened because she shifted her anchor, and there was an extra wind blowing

Q Was it not a bad place for a boat in such a wind?

A No sir

Q Was it not a place where this boat would be liable to go adrift and shift her anchor in a stiff wind?

A No sir

Q Were you never any thing about putting boats up for winter quarters?

A yes sir

Q Did you consider this yacht was put up for winter quarters?

A She was not at that time

Q you say that Anthony Bohm commit the yacht there? did you see any young man before that time on board after? the defendant

A I dont know if it was the defendant or not

Q Could you see the other young man?

A yes sir they went across in the boat

Q did you at that time see the defendant on board of the boat after she was anchored at Randalls Island.

89
86

A I have seen them on the boat
Q you saw quite a number of young men to the this boat to Randolls Island
A yes sir
Q was there 2 or 3 ? A yes sir
Q was there more than six ?
A I cannot say there were 6 or 7.
Q did you or do you recognize any other young man who was there except Bohm ?
A no sir
Q do you know the defendant personally
A I do, but I don't remember seeing him
Q do you know why they anchored the boat in that place ?
A I don't know anything about that.
Q How long have you been an engineer
A a licensed man for 4 years
Q do you know the defendant ?
A yes sir
Q quite friendly with him ?
A yes sir
Q you know Anthony Bohm too ?
A slightly acquainted with him
Q I ask the reason you remember that Anthony Bohm was there ?
A I do.

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89

Q where did they take the boat from when they anchored it ?
A I don't know the first I saw of her was when they were turning her and she was anchored
Q after that time had you seen Barrett on the dock ?
Answer
Redirect Examination
Q How is the sea there ?
A There was some when she was first there.
Recross
Q There is none now there ?
Answer

Sworn to before me this 24th day of Feby '85

Prue Justice

Edward S Noller being duly sworn says

Q When did you reside?

A 592 Pleasant Avenue

Q What is your business?

A Fisherman.

Q Do you know Elmer Bennett Apsey?

Q What had you to do with the laying up of this boat for the winter?

A I helped Elmer lay her up.

Q What conversation did you have between Elmer and Mr Bennett in reference to the laying up of this boat for the winter?

A We went down to the office and Elmer went in and we went out the same in again and he was there and he shook hands with Elmer and he asked him if he had the boat up and he said yes and he asked him about the price and he said it was all right and Mr Bennett paid him 10 dollars and Mr Bennett requested him to take the things home and he had a conversation about hiring his boat

Q When the spoke of taking the things off what things did he refer to

A She didn't reply to anything

Q When you came home in the train in the elevator, did you have a conversation with him as to how the things should be stored?

A Yes sir

Q State when it was?

A Objected to

Q Have you laid up yachts after this Donald before for the winter?

A Yes sir

Q How many times?

A 30 or 4 times

Q Is it customary to take the steam gauge and oil cup off?

A Certainly it is

Q And other articles besides

A Yes sir we take off every thing that is movable from the boat.

Q You were with Elmer at the time these two articles were taken off of the boat?

A Yes sir

Q You were with him at the time the yacht was put up at the Knickerbocker Club.

A Yes sir they were not taken off that day because it was so cold and my hands were very stiff and we moved home to

row them over to Port Morris and then carry them 5 blocks so we left them on the boat.

Q Did you intend to go back for their things some other time?

A Yes sir if I was not running I would help him take the things off of the boat

Q Was there any arrangement made with you that the large goods should be stored in your house?

A Yes sir I gave him the permission to put the machinery in my house in the cellar.

Cross Examined

Q How many yachts have you fitted up in winter quarters?

A 3 or 4

Q When did you fitted up the last one?

A The machette was the last one and before that the Irene for Estreal at Port Morris

Q Did you remove anything off of the boat?

A I did the steam gauge and all

Q What did you do with the things?

A I took them to the owners house

Q Did he tell you to do it?

A She told me to steam up and run the boat and take everything off after.
Q Did the owner tell you to move those things?
A He did not
Q Was that a cabin boat?
A It was
Q Did it have a steam gauge and oil cup?
A Yes sir the same as Mr Blunts boat
Q How many other boats?
A The gypsy the year before.
Q Is that a steam yacht?
A Yes sir
Q Was it an open boat?
A Yes sir
Q Did you remove everything?
A Yes I took the engine out I took the engine out to protect her from rust.
Q And I put the crew Smith up 3 years ago She was an open boat I took the engine out and disconnected it it was done to protect her
Q Have you put up any other boats?
A That was all the steam boats
Q And that is as far as your experience extends?
A Yes sir
Q You say that Mr Blunt used the cards

45
94

things?
Ans. Yes sir.
Q. Was when you went down with Elmer Barnett the steam gauge was all cut and not detached?
Ans. No sir.
Q. Were they detached subsequently when you went with Elmer to Mr Blunt's office and told him the boat was laid up for winter quarters?
Ans. No sir.
Q. You assisted Elmer in putting the boat in winter quarters?
Ans. Yes sir.
Q. Was it a good place for her?
Ans. Yes sir.
Witness.
Q. The stream which you put up was that lying right along side of Mr Bennett's Barnetts yacht?
Ans. Yes sir.

Sworn to before me
this 24th day of July 1885

Roman Justice

The further hearing was adjd till 10 a.m.

Examination Resumed March 10th
All parties present.

Charles Winter called on behalf of the defendant being duly sworn deposes and says.

Q where do you reside?
A 168 South 3d St. Brooklyn.
Q what is your business?
A Engineer.
Q what firm are you connected with
A Manning Moore and Maxwell. 111 and 113 Liberty Street
Q what is the line of articles that they deal in?
A In engines machinery machinery supplies Railroad supplies, that includes the marine interests as well.
Q and from your connection with that firm are you familiar with all those articles and their value?
A yes sir.
Q you have seen the two articles the subject of the present charge the cup and the oil lubricator?
A yes sir.
Q You have been here once before.

Yes sir
Q What is the market value of the two articles mentioned?
A I had not informed myself so much about the ~~cup~~ gauge as about the oil cup because they are manufactured by the Ottea company. I am under the impression from 6 to Eight dollars
Q You measured the oil cup and you meth
Yes sir
Q And you also measured the gauge?
Yes sir
Q What is its measurement?
A Five inches in diameter
Q And you have made a sketch of it?
Yes sir that is the sketch (showing)
Q And what is the value of the oil cup.
A There are no cups made like it to day
Q But assuming it to be still in the mark what would it be worth?
A The oil cup is sold now for $ 14.00 but new improved pattern and 30 % discount that would reduce it to 10.00 dollars
Q What is its capacity?
A It is less than a 3d of a pint ordinarily called a third of a pint I measured it with a view of testing that question

and measured it carefully.
Cross Examined
Q Do you deal in cups?
A Yes sir not only dealers but manufacturers of them
Q What do you mean by saying that you had not prepared yourself in regard to testifying to the value of the gauge?
A Because I thought it was all settled I had not refreshed my memory
Q Then your memory is not good in regard to gauges?
A Yes sir; it is
Q In order for you to be prepared to testify yourself, your memory would have to be refreshed and you would have to make an examination?
A Undoubtedly
Q And that examination you have not made?
A No sir not any special examination of this case.
Q Do you know whose make that is?
A The Ellis Steam gauge company
Q Do you deal in such gauges.
A We do when called for; we manufacture our own goods.
Q You manufacture a different kind of goods?

Yes sir the Ashcroft.

Q And that firm company is in opposition to the Utica Steam gauge company?

A Yes sir.

Q And you consider your goods better than the Utica Steam gauge company's goods.

A Undoubtedly.

Q How many of the Utica Steam gauges have you sold in the past year if any

A I don't know that I personally sold any

Q you dont know that your ~~family~~ firm sold any?

Ans sir

Q Have you sold the same cup as this is for two dollars?

Yes sir and for 5 and 4 dollars this size

Q Have you any cups of this size that you sell for more than 2 dollars?

A Yes sir 3 and 4 times that it all depends in the amount of the finish that the cup has.

Q It is in good order is it this cup?

A I didnt take that in consideration

Q Do you know whose make the oil cup is?

A As near as I can trace it it is made by the Detroit Automatic Lubricator Company.

Q How do you know that?
A From people in the business
Q You say that cup is out of the market?
A Yes sir
Q Do you state positively that that is a detroit oil cup?
A I do
Q How long is that cup out of the market
A That I cannot tell you.
Q Have you ever sold any detroit oil cups
A Yes sir
Q When did you sell the last one?
A I cannot tell you the date
Q Did you sell it yourself or did somebody else connected with your firm?
A Somebody else in the firm
Q You did not sell it yourself? A No sir
Q Did you have it in your store for sale?
A Yes sir
Q Do you know who sold it?
A The party in charge of that department
Q You heard it had been sold?
A Yes sir
Q Have you got any more detroit oil cup in your place of this particular kind
A No sir that company is in the hands of the American Company now

Q Isn't it a fact that the company that made the oil cup is out of business and the patents are held by the American company.
Q Isn't that a fact that there is a fifteen oil burner?
A. I do.
Q Will you swear it isn't?
A Yes sir.
Q Did anybody tell you it was a Detroit burner?
A Yes sir.
Q Who told you?
A Mr Joseph Beggs.
Q Then you didn't know that it was made by the Detroit company only from what he told you?
A Yes sir.
Q Who is Mr Beggs?
A Also engaged in the same line of business?
Q When did he tell you?
A A day before yesterday.
Q Did he also tell you what the value of the cup was
A No I didn't ask that.
Q If you knew all about this cup and gauge why did you make an inquiry

of Mr Beggs? who made it was?
A Simply to have myself informed about it.
Q Last your testimony in regard to the value based upon the assumption that it is a Detroit cup which information you required from Mr Beggs?
A No not in particular I simply wanted to know who was the special maker of that cup.
Q Do you feel warranted in presuming positively that that is a Detroit cup
In consequence of the information that you desired from Mr Beggs who the real maker of the cup was?
A I do and feel warranted in relying upon Mr Beggs.
Q Has Mr Beggs been in business any longer than you?
A yes sir
Redirect
Q That is a price list of the gauge in question isn't it (showing) A yes sir
Q Issued by the Ashcroft steam gauge Company
A yes sir
Q Are the numbers 3 in blue pencil mark is the price of the cup?
A yes sir.

Q 10 75/100 dollars?
Ans. Yes sir
R. L. Bruce.
Q Is there a percentage in favor of the dealer?
A. General percentage yes sir
Q Isn't that percentage merely given to the trade?
Answer:
Q Do you remember what the diameter of the cyl. were?
A 1 1/2.
Q Do you remember what the cylinder was?
A 4 1/4
Q Did you measure it carefully?
Ans. Yes sir
Q Do you know how many cubic inches there are in a pint?
A 28 1/2.

Sworn to before me this 10th day of Mch '88

Robert Inglis

Edwin M. Reed called by the defendant being duly sworn deposes & says

Q. When do you reside?

A. 703 Dekalb Avenue Brooklyn

Q. What is your business?

A. Salesman for Mc Grath Manufacturing company. 56 John Street manufacturers of Brass and Iron goods

Q. Is that the firm who are the agents of the Ettrix steam gauge company of New York?

Objected

Q. Mr Reed what is the value of the gauge in question?

A. I didn't see the gauge.

Q. You have heard it described?

Objected as a number three

Q. What is the price of it?

A. 10 75 dollars & this is a discount of 30 percent. that reduces it to 6.45/100 dollars

10 7

Q What would be the market value of of a number 3 nickel plated gauge 10 75 is the list price then 40 % off makes it $6.45 and a dollar and fifty cents for the nickel plate that would make it $7.95/100 nett?

Ans. Yes sir;

Q Is that discount allowed in all cases of private persons?

A That is our printed discount that we sell to any party.

Q Does your list show that it says anything about 40 % discount?

Ans. No sir

Q Therefore the list shows that the price is $10 75 doesn't it? for brass.

Ans. Yes sir and a dollar and a half for nickel plate that is what is charged extra

Q Don't you frequently sell this No 3 brass case at 10 75 which is the list price

Ans. No sir

Q Don't you sometimes do it?

Ans. No sir.

Q If the discount of 40 % is allowed why don't the list show it?

A We don't always put discounts on our list; as a matter of fact we don't mention that list it is varied

by the Utica Steam gauge company.

Q Then do you mean to say that although the price of a No 3 brass gauge is mentioned in this circular at 10 ~~75~~ 100 it is not worth it?

A No sir its merely the price list

Q Then you list grades at more than their value?

A Yes sir

Q Do you know whether the Utica Steam gauge company does that?

A Yes sir

Q You say that they do?

A Yes sir

Q How long have you been selling these gauges?

A 10 years.

Q I understand you to say that you never saw this gauge?

A No sir

Q Then your testimony of the value is based on this being a number 3 gauge

A Yes sir

Redirect Examination

Q Mr Reed this system of list prices as set down in this case of in question is a custom and is established throughout the hardware trade isn't it?

Cross exd

Q And everybody dealing in that trade knows its one of the ambrins of the trade ?

A Of course.

Q you dont know anything about the Glucoseitor ?

Answer

Redacted

Q Mr Reed you came here at Captain Barrett's request he called at your store for the purpose of pricing these things And in that way you came here as a witness ?

Cross exd

Q There was another gentleman who also came there and made inquiries about it ?

Cross exd

Did you give him the prices A yes sir

Q Mr. Blunt not being present here to day of course you could not identify the gentleman ?

Answer

Sworn to before me
this 10th day of Mch 1885

Parker Gratiot

Elmer Barrett the defendant being duly sworn deposes and says.

Q You are living home with your parents Yes sir

Q You have always lived home with them Yes sir

Q When were you first employed by Mr Blunt?

A About the middle of October 1884.

Q In what capacity?

A as Engineer of the steam yacht Nascut

Q Now after Mr Blunt had ceased to use her as a pleasure yacht what conversation had you with him on the subject of laying her up? or of taking charge of the boat?

A After laying this boat up I went to his office to report with Mr Mallen and told him I laid the boat up and he paid me ten dollars; he asked me where she was laid up, I told him I went to see Mr Johnson and showed him the telegram I received and he said if I were to put the boat up there it would cost more than she was worth and when I went there I asked him if he had any place to lay her up and he said he had not, and I

asked him if I could not put the boat up on the beach and he told me it would cost more than she was worth so I took the Knickerbocker Yacht Club. and I went down to Mr Blunts office on Saturday afternoon and I saw him and he asked me where I had laid the boat up and I told him at the Knickerbocker yacht Club. and he was satisfied I then went to his private office and he said the things are aboard the boat and you better take them off and take them home and we started for home and agreed with Mr Moller to take the cushions and put them in his cellar and I would take the boat home.

Q Did you have any conversation with Mr Blunt about hipping the boat?
A He asked me my opinion as to hipping her out and covering her and he said to me to get estimates and I went to Mr Coffes several times and he was not home he was down town and I went over and looked at the boat and I saw she was in a bad condition and I saw the rail was stoved in

Q What boat lay along side of her?
A The Siren.

10

Q And what occasioned the damage to the rail ?

A High water an extra high tide caused her to throw her against the screen

Q Did you intend to remove her to save further damage

A Yes sir I went on board with Robert Dykman and James Shotz ; the next morning we went to take a rowboat we got there before high water and we examined her and if she had stood there 8 hours more she would have been a total wreck So we made a preparation to move her and we moved her on that day and brought her over to 119th Street

Q How did you get her there ?

A By a row boat two turned her and two stayed aboard of the boat to keep her from getting ashore

Q you brought her over the tides ?

A Yes sir

Q There is a very high current running there ?

A Yes sir and then we anchored her at 120th Street off Randells Island

Q Is that an anchorage ground ?

A Yes sir

Q How did you stake her ?

I me anchored her with the anchor and tied her to a buoy.

Q Was that a good position for her?

A Yes sir

Q While she lay at the Kinnicutt Rocker yacht grounds had you taken any of the personal property off of her

A Yes sir I took the steam gauge and oil cup and the flag the flag I took off before I laid her up.

Q Were those the only articles of personal property that you removed from her?

A Yes sir

Q Why didn't you take the balance of the things off?

A It was so cold I had to get a row boat and go there and I could not get anybody to help me and I was waiting for Mr Moller to help me

Q Then it was your intention to remove all the portable property off of that boat?

A Yes sir.

Q What caused you to bring her over to the Kinnicutt Rocker yacht club grounds at 119th Street?

A To save her from freezing a creek

Q After you had anchored her at 119 th Street did you take any of the portable property off of her?
Ans. No sir

Q You were not aboard of her from the time you left her? Ans. No sir

Q After bringing her to the foot of 119th Street what was your intention what moved you had to do to bend her?

A We moved home to have a North East wind to bench her.

Q When did you visit Mr Blunts office after bringing her to the foot of 119th Street

A I visited his office the same week with Frank Dykman and I went there to tell Mr Blunt I had moved the boat and was going to put her up at the Knickerbocker yacht club

Q Did you see Mr Blunt? Ans. No I the cashier of the firm said he was out.

Q Did you communicate with the cashier what your purpose was the object of your visit? No sir I did not.

Q Do you know the cashiers name?
Ans. No sir

Q Now what was the next thing that you saw in connection with that boat

A The next thing I heard was on wednesday night that she sunk.
Q Who told you?
A John Conklin he lives at the foot of 120th street
Q When Conklin told you she had sunk what did you do?
A I went and seen Anthony Bohm and asked him to meet me at 7 30 in the morning and take her out of low water
Q Did you go down and bail her out
A I went down and tried to bail her out and when I got there I found her low under water at low tide and I could not bail her out. and I told Anthony Bohm to go down and tell Mr Blunt the boat had sunk.
Q Did he go down A yes sir
Q Well after you took those two articles off of the boat the cup and bobsicutter where did you take them to?
A Home to my fathers house
Q And how long did they remain there
A 4 days.
Q And from that time up to the present time have you been out of employment
A yes sir
Q What was done with the tools after that

the oil cup on lubricator?
A I took them out and pawned them
Q What was the necessity of pawning them
A I was short and I thought as long as they were in my charge I could put them there and take them out in a day or so. I needed money and I intended to redeem them in a day or two
Q When you say they were in your charge what do you mean by that?
A I knew and mean that Mr Blunt gave them to me and put them in my charge
Q Mr Blunt understand you to say had placed the movable articles in your charge until when?
A Next spring.
Q Then when you removed those two articles from the boat you removed them in pursuance of further authority
A Mr Blunt-
Q He told you take them off for safe keeping? A Yes sir
Cross Examined.
Q You say that Mr Blunt told you something about hipping the boat - was that not before you received the telegram from him telling you to buy her up.

A It was one day he spoke to me but when I laid the boat up Mr Blunt asked me what I thought of hiring the boat.

Q What else did he say?

A He told me to get estimates

Q Did you get the estimates?

A No sir I did not

Q Did you report to him that you had made an effort to get any estimate?

A No sir

Q Did he say that he might at some future time hire that boat?

A No sir

Q When was it he said something about hiring the boat?

A After those special commissioners Partridge and Foxa said we he said the boat would not do because the paint would not get around fast enough

Q Did he ever tell you he intended to hire the boat?

A Yes sir when I went to his office and he paid me and he told me to get some estimates

Q What else did he tell you about hiring the boat the last time

21

that you referred to?
A. He told me to get estimates about chipping the boat from same boat dealer.
Q. Is that all he said?
A. Yes sir.
Q. Now at that last occasion that you referred to didn't he say something about your going to Syracuse and obtaining some kind of a position
A. Yes sir.
Q. Didn't he say he would try and secure a position for you? A. Yes sir.
Q. Didn't he say anything about the boat at that time?
A. He said he asked how the boat was.
Q. Did he say anything more about the boat?
A. Not to my recollection.
Q. What occasion is this that you refer to was it at the ~~the~~ next ~~time~~ after you ~~that~~ put the boat up in the Knickerbocker Arms?
A. No sir.
Q. Did you have a talk with Mr Blum about the boat after that?
A. I believe not.
Q. Didn't you on the 19th or 20th of

December last receive a telegram
from Mr Blunt that he wanted you
to put the boat up at Johnsons
for the winter at once?
A Yes sir
Q Did you come to his office on the following
monday?
A Yes sir
Q Where was Johnsons place?
A Foot of 14th Street.
Q I understood you applied to Johnsons
for accomodations for the boat
and he said he could not favor it.
A I told him to let me pull the boat
on the stone wall and he said it
would cost more to pull her over
the stone wall than she was worth
Q In regard to the Kuiper boiler
basin. Is it a place where boats
are laid up for the winter?
A Yes sir
Q And it is a very good place?
A Yes sir I put her up in the swamp
Q Didnt you say you put her up in
the basin?
A I did not I said swamp, in the
swamp beach.
Q Is it where boats are laid up for

the minutes ?
Answer
Q Did you beach this boat ?
Answer
Q Did you haul her up above high water mark ?
Answer
Q Did you haul her up on the beach ?
Answer
Q If you moved have hauled her up on the beach dont you think it was easier to haul her up a little above high water mark ?
Answer
Q How far out of the beach did you haul her ?
A She was lying up on the beach
Q Did you not see other boats that were hauled ons on the beach ?
Answer
Q Wasnt half of her on the beach and the other half in the water ?
A Her bow was in the water
Q Did you haul her up above high water mark ?
Answer
Q At that time how close was Mr Pluto boat to the freeer ?

43

A 5 x 10 feet.

Q When was it you saw this yacht next time

A I phoned Judge about 2 weeks. perhaps 3 weeks.

Q Was this yacht close to the Seacin?

A Yes sir

Q and she collided with the Seacin?

A Yes sir

Q What was the cause of it?

A She got twisted around with the extra high tide.

Q Was it not easier to pull the Macatti up on the beach?

A We could not have done it unless we waited for low tide we pulled her out high enough the weather was unfavorable

Q What do you mean by unfavorable weather?

A Not with such storms as we had

Q Before you went to his barn the second time you reported to Mr Blunt that you bleached the boat?

A Yes sir

Q and he expressed himself as being satisfied didn't he?

A Yes sir

24

Q I understood you to say that Mr Blunt told you to take the things from the boat.
A yes sir
Q were there any other tools connected with the boat such as hammers wrenches
A yes sir
Q would not they be easier to move than the others?
A no sir it was a cold day and they were heavy and I could get nobody to help me run the boat - and I had to carry them 2 miles
Q did you carry away from the boat any other articles except the steam gauge and oil cup?
A no sir
Q who was with you
A George Alexander and another person
Q when did you take them off of the boat?
A 26th of December
Q didn't you pawn them the same day you took them off?
A no sir 3 or 4 days afterwards after I took them
Q you could have removed the other things
A yes sir

55

Q You say that you took the boat to the foot of 119 th Street and how long did she lay there?

A About 10 days.

Q Do that when she was there?

A yes sir

Q Did you look after the boat after you removed it to this place? How many times did you go to the dock and look at her?

A Has 5 times

Q Did you see any other yachts that were laid up there in winter quarters?

A No sir

Q How far was she from Randalls Island

Q And if there any eddy running through there any current?

A An eddy runs through there.

Q Did you put her up where the eddy was

A Yes sir inside of it.

Q You knew it was probably the ice would make its appearance?

A I didn't expect to see any ice, there winter in the river.

Q Do you remember any winter you have had no ice in the river?

A Last winter we didn't have any

Q And was that the reason you

didn't expect any vessel last winter?
Answer
Q Did you put up any yachts as the place before?
Answer
Q Didn't you know it was against the law to leave a yacht in that place without a yacht at night?
Answer
Q How long have you been an engineer
A I have been trying to be one for 6 years.
Q Do you know what the law is in regard to putting lights up?
A She ought have a light if she was lying in the channel?
Q This was a part of the East River wasn't it?
Answer
Q You say she was 30 feet from shore
Answer
Q Do you know how far a vessel must be from shore to render it necessary to put lights upon her at night time
Answer
Q Do you know if she must be 30, 60 or 90 feet?
A She must be in the stream she must be in the channel

29

Q Do you think that is the law?
A I am pretty sure
Q Did you know that all boats anchored in the Harlem river must have lights straight time?
A I do not I mean saw it done not where this boat was.
Q How deep was this water where this boat was?
A 8 feet.
Q Do not small yachts go there?
A only to anchor.
Q Do not they go sailing around there?
A no sir
Q Did you say you had a right to put this boat there at nights without a light?
A yes sir
Q Did you pay any attention to this boat when you moored her there?
A no more than going there to look at her.
Q What did you intend to do with her?
A Put her on to 119 th Street.
Q Why didn't you do it?
A She had no time to pass me.
Q Did you watch the tide to ascertain?
A yes sir
Q And during this whole time you didn't

think it was necessary to report to Mr Blunt you didn't even leave word with him?

A I had nobody to leave it with.

Q you could have left him a letter?

A I supposed I owed.

Q Can you write? A a little bit yes.

Q you knew where Mr Blunts office was do you?

A yes.

Q when did you receive his telegram from Mr Blunt to lay this boat up? on the 19 of December where was she?

A I had the boat at the Kunsier Lower Bridge

Q where had the boat been previous to that?

A Connecticut

Q How long was she in connecticut?

A we went away wednesday morning we got back thursday night

Q When had you used her previous to that?

A not for weeks.

Q Do you remember when you left on this trip for connecticut

A I left about 10 30 on a wednesday morning and on thursday I received the telegram we I came home at 6 o'clock at night

Redirect Examination

Q I understand you to say that your mother in removing this yacht to the Knickerbocker yacht club was to bring her in a safe place

Yes sir

Q Wherein you anchored her in the place where she sank until she sank you had not visited the yacht at all?

Answer

Q Did you do any work on the yacht in the way of painting her stack or any thing of that kind

A After lunch I painted the smoke stack and scrubbed the brass and oiled her up.

Q And this place where you anchored her was inside of River?

A Yes sir in the cove.

Q Then I understand your instructions from Mr Blunt to put up the boat at Johnson's for the winter was sent by telegram

Yes sir

Q Wherein you found out you could not put her up Johnson's you took her to the next best place?

Yes sir

Q How long after removing the boat did you call at Mr Blunts office

30

A 2 or 3 days afterwards. I went down to tell him I was going to move the boat. I didnt have a chance to go down before

Q You didnt apprehend any damage to the boat?

Answer.

Q Was it your intention to remove the vessel from the boat after putting her up at the Kurtz boiler club?

Answer.

Q You say the weather was cool?

Answer.

Q What was the point of the thermometer? I thought it must have been about 20 below zero sometimes the day I laid her up.

Answer.

Q Was not Blunts boat drawn up above high water mark?

Answer.

Q Have you heard of any boats being drawn up above high water mark in that basin?

A Yes sir a sail boat. We had the ice come over we washed it.

Q You didnt know that this sail boat of your own knowledge was drawn up above high water mark?

31

Question

Defendant

Did you attempt to lay this boat up above high water mark?

A. Yes sir. I had no directions

Garbat moved it out to lay her up above high water mark?

A. Removed boat to have a 1/2 dozen men a demand — I don't know a great deal

Sworn to before me
this 11th day of March 1885

Lorne Jones

Edmund Blunt Recalled by the Defendant being sworn says.

Q What is the name of the bookkeeper that Elmer has referred to?

A James T Lee

Q From inquiries made Blunt you have learned that Elmer did call when he says he did did you see this book-keeper or cashier?

A I asked the cashier and he said that one of the men was in there who he thought was my engineer and I thought it was him. It was yesterday after the first examination I left the next day I spoke to him about it.

Q Did you learn from Captain Barrett or Mr Stebbins that Elmer had been down and seen this bookkeeper and had enquired for you?

A I did and I asked if any message was left and he said no.

Sworn to before me this 11th day of Mch 88 } C P Blunt

Police Justice

The further hearing adj to Mch 14 10 am

March 14th 1885.

Edmund Blunt recalled;

I never told either Mr. Barnett Sr. or Mr. Hibbard that in my opinion the defendant was a bailee of the articles in question.

I never said to either Mr. Barnett Sr, or Mr. Hibbard that I did not expect to sustain the complaint of detaining the boats.

Cross Exe

After having heard that the Boat had sunk I sent the Telegram to Dept.

Ex D. March 14/85

I heard that the Boat had sunk by receiving a note which purported to be signed Anthony Bamm and also verbally by J. R. Lee Bookkeeper of Swan & Finch before I had read the note but the same afternoon; He heard through Bamm & Mr Lettman.

Sworn to before me this
14th day of March 1885 E Blunt

By Mr. Bloody Defendants Counsel
The defendant having been arrested on a charge of Grand Larceny and the evidence demonstrating that it is Petit Larceny and the concession by Plaintiffs counsel being Petit Larceny and the court having held to being Petit Larceny I now move for the discharge of the defendant upon the ground that no warrant was issued in the first instance when he was here in court answering the charge of Grand Larceny in the stealing of the yacht, having been acquitted of that charge he was detained without having been arraigned upon this charge
By the Court Motion Denied
Counsel Exception
I David C Settman Stenographer of the 2d District Police Court do hereby certify that the within testimony of Edmund Blunt John Clranger Geo Alexander Geo O Barrett Isaac H Hubbard Wells F Williams Edward Massey Chas Martin Edwin M Reed and Elmer Barrett are true and correct copies of the original testimony as taken by me on said examination on said hearings
Dated March 20th 1885.

David C Settman
John J Gorman
Police

0375

BOX:
171
FOLDER:
1739
DESCRIPTION:
Bell, Arthur J.

DATE:
04/17/85

1739

Witnesses:
John Johnson
1 Franklin Sq.
Albert Kulle
Office 4 Precct.

M.
Apl 30. 85
Mr. Thurcan the
complainant has
withdrawn, stating
that he does not believe
that the defendant had
any criminal intent.
The offence was not
amount to more than petty
larceny. Restitution has
been made. There seems
to be some doubt about
the soundness of the defen-
dants mind. He should
appear to be good. I rec-
ommend that he be dis-
charged on his own recog-
nizance. D. Olney Acting

103

May 26
W W Peterson,

Counsel,

Filed 7 day of April 1884

Pleads Not guilty. May 26

THE PEOPLE

vs.

B

Arthur J. Bell

INDICTMENT.
Grand Larceny in the degree
(MONEY.)

(§ 528 § 531)

PETER B. OLNEY,
~~JOHN McKEON,~~
District Attorney.

Apl 30/85
Bail disch'd

A True Bill.

28, mdm 13 ...
DCH

John N. Cook Foreman

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,
against
Arthur J. Bell

The Grand Jury of the City and County of New York, by this indictment accuse Arthur J. Bell of the crime of GRAND LARCENY IN THE second DEGREE, committed as follows:

The said Arthur J. Bell late of the First Ward of the City of New York, in the County of New York, aforesaid, on the first day of February in the year of our Lord one thousand eight hundred and eighty-four at the Ward, City and County aforesaid, with force and arms, two 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; four 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; nine 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 denomination of two dollars, and of the value of two 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 denomination of one dollar, and of the value of one dollar each; 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; four 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; nine 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; 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 two 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 one dollar, and divers coins, of a number, kind and denomination to the Grand Jury aforesaid unknown of the value of ten dollars

of the goods, chattels, and personal property of one John Johnson 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.

PETER B. OLNEY,
~~JOHN McKEON,~~ District Attorney.

0378

State of New York,

_____ being duly sworn, says that he resides at No. _____ Street, in the City of _____ that he is _____ years of age and upwards, and that on the _____ day of _____, 188 , he served the within _____ by leaving a copy thereof with _____

Sworn to before me,
this day of _____ 188 .

Court of General Sessions

The People
against
Arthur J. Beale

Affidavits of good character of Arthur J. Beale

WILLIAM W. PEARSON,
Attorney for Arthur
69 William Street,
NEW YORK.

Attorney for _____
I admit due and timely service of a copy of the within.

Court of General Sessions

The People
vs
Arthur J. Bell

City & County of New York ss: George William Hall being duly sworn deposes says that he resides at No 436 Clermont avenue in the city of Brooklyn, that he knows Arthur J. Bell the above named defendant and that deponent has known him for the last ten years and that said defendant has a good moral character.

Sworn to before me
this 28th day of April 1885

Geo W Hall

Granville J. Hand
Justice Morning Court

The Grand Jury of Kings County

Court of General Sessions.

The People
vs
Arthur J. Bell

City & County of New York ss:

H. S. Chinnock being duly sworn deposes & says:

That he is a merchant doing business at Nos 57 & 59 William street in the city of New York.

That he is acquainted with the defendant Arthur J. Bell and has known him for the last fourteen years and defendant has never heard any thing whatever said against the character of said Bell and defendant verily believes that said Arthur J. Bell has a good moral character.

Sworn before me this 28th day of April 1885

H. S. Chinnock

Geo. R. McMahon,
Notary Public,
N.Y. Co.

Court of General Sessions

The People
vs
Arthur J. Bell

City & County of New York ss:
Beaton J. Bell
being duly sworn deposes & says:
that he is a brother of Arthur J. Bell the above named defendant that defendant has a place of business at No 3 Vesey street in the city of New York and has a Homeopathic Pharmacy at that place, that said Arthur J. Bell has never been charged with any crime before and that he has a good moral character.

Sworn to before me
this 28th day of April 1885
A. H. Cuddeback
Notary Public
N.Y.C.

Beaton J. Bell

[illegible]

[illegible] of [illegible]

Court of General Sessions.

The People
vs
Arthur J. Bell

City & County of New York:
Arthur J. Bell
being duly sworn deposes & says.
That he is the defendant in this matter, that he is forty four years of age and has three children 6. 8 & 11 years of age and defendant has a wife, and that defendant has never been charged with any crime before or indicted, and defendant believes he has a good moral character and says if he is given the opportunity he will give his best efforts to make it

Sworn to before me this 28th day of April 1880
A. H. Chedwick
Notary Public

Arthur J. Bell

District Attorney's Office.

PEOPLE

vs.

Arthur J. Bell.
G.L. 2d

In this case if deft. pleads guilty I think the ends of justice would be subserved if sentence were suspended.
Randolph Martine
Dist. Atty
Apl 27/85

New York General Sessions of the Peace

The People &c
with Complaint of
John Johnson
against J Dell } Grand Larceny

City & County of N.Y.
John Thudore
Aged 30 years, ~~[illegible]~~ ~~[illegible]~~ PP
doing business at No 1 Franklin
Square, in the City of New York
being sworn says — I have examined
my books and find that the
defendant herein, by such
examination never at any one time
took from me more than three
dollars — That the amount of
Claim that was taken from me by
Defendant Forty ~~Dollars~~ five was
taken by Defendant during a period
of about three months — I never
intended that defendant should
be charged with Grand Larceny
as I have since been informed

that Defendant Pence is legally but Responsible
I believe from the information I have received that the defendant is not quite sound mentally
Had I understood as much about defendants history as I have since learned, I would not have made any complaint against him
I am prompted to do this by the time to discharge the defendant because I believe his family will suffer, and also because I am now satisfied there was no real criminal intent owing to his mental condition so I have reason to believe, from information —

Sworn to before me this 26 day of Mar 1885
John Cougan
Notary Public
M.C.O.

Wm. Johnson

Wm. Henderson
John Johnson
Wm. Pence

COURT OF GENERAL SESSIONS.

The People, &c.

vs.

Arthur J. Bell

OFFENCE

RANDOLPH B. MARTINE
District Attorney.

New York General Sessions.

PEOPLE ON MY COMPLAINT,
VERSUS
Arthur J. Bell.

As complainant in the above case, I beg to recommend the defendant to such leniency and clemency as the Court and District Attorney may see fit to show; but I expressly assert that my reasons for so doing are not controlled by any advantage to myself. I have no desire to prosecute the complaint as the defendant was in my employ for a long time and always found him honest up to the time of the ~~offen~~ commission of the offense charged herein. He is well connected socially and of good parents, who would suffer very severely from any sentence or punishment meted out to the defendant. I desire by this withdrawal to give him an opportunity to redeem himself and to give him a chance to do better, and believe this is a lesson to him which he will not forget.

Dated New York April 25th 1895

Witness:—
Rudolph L. Schaef

Wm. Inman

0388

BAILED,

No 1, by Peter Bell

Residence 160 Fulton Street.

No. 2, by

Residence Street.

No. 3, by

Residence Street.

No. 4, by

Residence Street.

Police Court 1st District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Arthur J. Bell

1 Peter Bell

2

3

4

Offence Grand Larceny

RECEIVED APR 1884 DISTRICT ATTORNEY'S OFFICE.

Dated 5 April 1884

Magistrate.

Officer.

4 Precinct.

Witnesses John Barrett

No. 119 Baxter Street.

No. Street.

No. Street.

$ 500 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 Arthur J. Bell

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

Dated 5 April 188 *Police Justice.*

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

Dated 5 April 188 *Police Justice.*

There being no sufficient cause to believe the within named

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

Dated 188 . *Police Justice.*

0389

Sec. 198—200

_____/_____ District Police Court.

CITY AND COUNTY OF NEW YORK, } ss.

Arthur J Bell 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. Arthur J Bell

Question. How old are you?

Answer. 48 Years

Question. Where were you born?

Answer. Scotland

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

Answer. 76 Palmetto St Bklyn about 1 week

Question. What is your business or profession?

Answer. Bookkeeper

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

Arthur J Bell

Taken before me this 5 *day of* Oct 1884

Police Justice.

First District Police Court. Affidavit—Larceny.

CITY AND COUNTY OF NEW YORK, } ss.

John Johnson, 35, Manufacturer

of No. 1 Franklin Square ~~Street,~~

being duly sworn, deposes and says, that on, ~~the~~ 18th day of February and divers other days since 1884, in ~~at~~ the day time at the ——— City of New York, in the County of New York, was feloniously taken, stolen and carried away from the possession of deponent with intent to deprive the true owner of the use and benefit thereof the following property, viz:

Good and Lawful money of the United States to the amount and value of forty five dollars and forty six cents

the property of deponent Samuel H Johnson and Christopher C Huchingson copartners

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 Arthur J Bell (now here) from the fact that defendant was in deponents employ as a Bookkeeper and that said defendant acknowledged and confessed to deponent in the presence of John Barrett the he said defendant did take steal and carry away the aforesaid property

Wm Johnson.

Sworn before me this 18th day of March 1884

Police Justice,