

0146

BOX:

14

FOLDER:

172

DESCRIPTION:

Thormann, Theodore

DATE:

05/12/80



172

No. 86

Counsel,

Filed day of May 1880.

Pleas took Guilty

THE PEOPLE

vs.

Theodore Norman

and *Embezzlement*
Larceny.

BENJ. K. PHELPS,

District Attorney.

A True Bill.

(Signed, Guilty)

Foreman.

Cart May 18. 1880

Discharged on his certain
discharge.

The complt will again
employ the prison, at
once. His previous char-
acter is excellent. The
office was probably an-
nihilated out of the prison.
-Deth. in Kemp Co.

9. 11 May 18. 80.

(Signed)
ad daly

Police Court—First District.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK

William G. Flammer
of No. ~~182~~ ~~115~~ Warren Street,
being duly sworn, deposes and says, that on ~~the~~ about the 7
day of April 1880, at the City and County of
New York,

Theodore Thorman (nowhere)
did feloniously embezzle and convert to
his own use the sum of thirty nine 97/100
Dollars the property of Men Flammer and
Green said firm being composed of deponent
and Harry C Green C Partners and without
the knowledge or consent of said firm—
That said ~~and~~ Theodore Thorman was
in the employ of said firm as Salesman
and Collector, That said Thorman did on
or about the 7th day of April 1880 collect
from Henry Thorns the sum of thirty
nine 97/100 Dollars, said amount being due
said firm, and That said Thorman did
not return said amount to his said
employers but did embezzle and convert
said amount to his own use— That
said Theodore Thorman is not within the
age of 18 years and not an apprentice

Wherefore deponent prays
that said Theodore Thorman be
committed to answer

Sworn to before me this 9th day of
May 1880

John G. Flammer
Police Justice

City and County of New York

Henry Thoms
residing at No 62 De Grauw Street South
Brooklyn being sworn and says that on or about the 7th day
of April 1880 defendant paid Thoman
Thorman the sum of thirty nine ⁹⁷/₁₀₀
Dollars good and lawful money
of the United States on account
of Man Hammer and Green said
account being due said firm

Henry Thoms

Sworn to before me this 9th day
of May 1880

Jeff M. [Signature]
Police Justice

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Police Court—First District.

CITY AND COUNTY }
OF NEW YORK, } ss.

Theodore Thorman being duly examined before the undersigned, according to law, on the annexed charge, and being informed that he was at liberty to refuse to answer any question that may be put to him, states as follows, viz:

Question. What is your name?

Answer.

Theodore Thorman

Question. How old are you?

Answer.

Twenty Seven Years

Question. Where were you born?

Answer.

Germany

Question. Where do you live?

Answer.

326 Smith Street Brooklyn

Question. What is your occupation?

Answer.

Salesman

Question. Have you anything to say, and if so, what—relative to the charge here preferred against you?

Answer.

I am not guilty

Th. Thorman

Taken before me, this
9 day of *July*
18*80*
Police Justice.

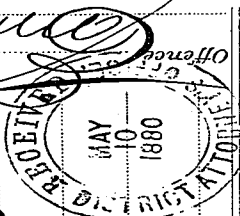
0151

700 86
Police Court—First District.

THE PEOPLE, &c.,

VS.
ON THE COMPLAINT OF

William J. Hammer
115 Harry St.
vs.
Theodore Sherman



BAILED,

No. 1, by

Residence,

No. 2, by

Residence,

No. 3, by

Residence,

No. 4, by

Residence,

No. 5, by

Residence,

No. 6, by

Residence,

COUNSEL FOR COMPLAINANT.

Name,

Address,

COUNSEL FOR DEFENDANT.

Name,

Address,

Dated *May 9th* 1880

Magistrate.

Wm. J. 26 Officer.

Clerk.

Witnesses,

Henry James
62 de Harry St. Providence

\$ *100 00*

to answer

at

Sam Sessions

Received in Dist. Atty's Office.

0152

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

THE JURORS OF THE PEOPLE OF THE STATE OF NEW YORK,
in and for the body of the City and County of New York
upon their Oath, present :

That *Theodore Thorman* —

late of the First Ward of the City of New York, in the County of New York, aforesaid
not being an apprentice or person within the age of eighteen years, on the *seventh*
day of *April* in the year of our Lord one thousand eight hundred and
~~eighty~~ *Eighty* was employed in the capacity of a clerk and servant to one

William G. Flammer —
and as such clerk and servant, was entrusted to receive *a certain sum of*
money to wit the sum of thirty nine dol-
lars and ninety seven cents in money and
of the value of thirty nine dollars and
ninety seven cents —

and being so employed and entrusted as aforesaid, the said
Thorman
then and there did receive and take into his possession

Theodore
by virtue of such employment
a certain sum
of money to wit the sum of thirty nine
dollars and ninety seven cents in money
and of the value of thirty nine dollars
and ninety seven cents

for and on account of

William G. Flammer

his said master and employer ; and that the said

Theodore Thorman
on the day and year last aforesaid
with force and arms, at the Ward, City and County aforesaid, fraudulently and feloniously did
take, make away with and secrete, with intent to convert to his own use, and did fraudulently
and feloniously embezzle and convert to his own use, without the consent of said master and
employer, and did fraudulently and feloniously and without the consent of his said master and
employer withhold, appropriate, apply and make use of the said *certain sum*
of money to wit the sum of thirty nine
dollars and ninety seven cents in money and of the value of thirty
nine dollars and ninety seven cents —

(Over.)

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of the goods, chattels, personal property and money of the said

William B. Hammer which said goods, chattels, personal property, and money had come into his possession and under his care, by virtue of his being such clerk and servant as aforesaid, 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.

And the Jurors aforesaid, upon their Oath aforesaid, do further Present,

That the said

Theodore Thormann

late of the Ward, City and County aforesaid, afterwards, to wit: on the day and in the year last aforesaid, at the Ward, City and County aforesaid, with force and arms, fifty promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Demand Treasury Notes), of the denomination of twenty dollars, and of the value of twenty dollars each: sixty promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Demand Treasury Notes), of the denomination of ten dollars, and of the value of ten dollars each: eighty promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Demand Treasury Notes), of the denomination of five dollars, and of the value of five dollars each: one hundred promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of two dollars, and of the value of two dollars each: one hundred and twenty promissory notes for the payment of money, being then and there due and unsatisfied (and of the kind known as United States Treasury Notes), of the denomination of one dollar, and of the value of one dollar each: one promissory note for the payment of money (and of the kind known as a bank note), being then and there due and unsatisfied, of the value of one hundred dollars: one promissory note for the payment of money (and of the kind known as a bank note), being then and there due and unsatisfied, of the value of fifty dollars: two promissory notes for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of twenty dollars each: three promissory notes for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of ten dollars each: ten promissory notes for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of five dollars each: ten promissory notes for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of three dollars each: fifteen promissory notes for the payment of money (and of the kind known as bank notes), being then and there due and unsatisfied, of the value of two dollars each: thirty promissory notes for the payment of money (and of the kind known as bank notes); being then and there due and unsatisfied, of the value of one dollar each: two gold coins (of the kind usually known as double eagles), of the value of twenty dollars each: three gold coins (of the kind usually known as half eagles), of the value of ten dollars each: six gold coins (of the kind usually known as quarter eagles), of the value of five dollars each: fifteen gold coins (of the kind usually known as three dollar pieces), of the value of three dollars each: thirty gold coins (of the kind usually known as dollar pieces), of the value of one dollar each: thirty silver coins (of the kind usually known as half dollars), of the value of fifty cents each: one hundred and fifty silver coins (of the kind usually known as quarter dollars), of the value of twenty-five cents each: two hundred and forty silver coins (of the kind usually known as shilling pieces), of the value of twelve and a half cents each: three hundred silver coins (of the kind usually known as half dimes), of the value of ten cents each: six hundred silver coins (of the kind usually known as three cent pieces), of the value of five cents each: one thousand coins (of the kind known as cents), of the value of one cent each. One hundred due bills of the United States of America, the same being then and there due and unsatisfied (and of the kind known as fractional currency), of the denomination of fifty cents each, and of the marketable value of fifty cents each: two hundred due bills of the United States of America, the same being then and there due and unsatisfied (and of the kind known as fractional currency), of the denomination of twenty-five cents each, and of the marketable value of twenty-five cents each: five hundred due bills of the United States of America, the same being then and there due and unsatisfied (and of the kind known as fractional currency), of the denomination of ten cents each, and of the marketable value of ten cents each.

Divers Promissory Notes for the payment of money, the same being then and there due and unsatisfied, and of the kind known as United States Treasury notes, of a number and denomination to the Jurors aforesaid unknown, and more accurate description of which cannot now be given, of the value of *thirty nine dollars and ninety seven cents*

Divers Promissory Notes for the payment of money, the same being then and there due and unsatisfied, and of the kind known as Bank Notes, of a number and denomination to the Jurors aforesaid unknown, and a more accurate description of which cannot now be given, of the value of *thirty nine dollars and ninety seven cents*

Divers Due Bills of the United States of America, the same being then and there due and unsatisfied, and of the kind known as Fractional Currency, of a number and denomination to the Jurors aforesaid unknown, and a more accurate description of which cannot now be given, of the value of *thirty nine dollars and ninety seven cents*

Divers Coins, of a number, kind, and denomination to the Jurors aforesaid unknown, and a more accurate description of which cannot now be given, of the value of

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of the goods, chattels and personal property of one

William G. Flammer

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

BENJ. K. PHELPS, District Attorney.

0155

BOX:

14

FOLDER:

172

DESCRIPTION:

Taylor, Margaret

DATE:

05/06/80



172

0156

Blw Jones

no 34

Filed *6* day of *May* 18*81*
Pleads

THE PEOPLE

vs.

Mary

Margaret Taylor

Felony Assault and Battery.

36

7/1/49

BENJ. K. PHELPS,

District Attorney.

A True Bill.

Hayes, Carey

Foreman.

June 13/81

Please for J.

*Pril \$100. Committed
until paid, one day
for each dollar paid. 13*

0157

New York.

May 21st 1884.

Hon. Peter B. Olney

Dear Sir.

On February 1st 1880 Bridget Mc'Mahon, alias "Margaret Taylor", assaulted me with a stone - ~~finger~~ - Feb. 2nd 1880 she was placed under \$300 bail, by Justice Wandell, in the 57th Street Police Court.

I was cited to appear at "Court of Special Sessions" Feb. 7th 1880 - I appeared there at the risk of my life and was told "the prisoner had given bonds for General Sessions". I was then summoned before the grand jury which found an "Indictment for a Felony" against my assailant.

I cannot recall the date of the "Indictment" but I answered the summons to appear as a witness shortly after and on this occasion the defendant was not there and some person in her behalf agreed to produce her, at forfeit bail, if she was not forthcoming upon a second demand.

I again presented myself in response to a "Subpoena" May 10th 1880, when the defendant being absent the presiding judge declared the bail forfeit and

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the defendant?

Bridget McMahon alias "Bridget
Thomson," is her "Maggie Brown" alias
"Margaret Taylor" is now living in the
house of Charles H. Keck 4 West 49th St.
presumably as his wife.

Should you deem it advisable since
accomplices were authorized officers in the
preparation of identifying my assailant.

My husband has spent the sum-
mer for two or three years past, on Staten
Island and I fear he may remove his
paramour from the jurisdiction of the
Court unless prompt action is taken.

My health cannot well endure the
strain of delay in this variable climate,
hence I beg your indulgence if I
have seemed impatient.

Very Respectfully Yours.

Wm H Keck

Care G. C. Kobbe Esq.

102 Broadway

0159

**POOR QUALITY
ORIGINAL
DOCUMENT(S)**

0160

New York.

June 2nd 1884.

Hon. Peter B. Olney.

Dear Sir.

Your favor of the 29th was received Saturday. I hasten to thank you and to say that my Counsel will call on you.

I present facts in relation to a "Bench Warrant" issued by the Judge who presided some four years ago in the Court of "General Sessions" - date of May 15th 1880. I think Mr. D. G. Rollins took that "Warrant" from the hands of the Officer to whom it was given and wrote some thing thereon which I supposed to be an excuse should the Officer ever be brought to account for his detention.

Several days thereafter I found the subject at liberty and secured her release, she was kept several hours in custody at the 59th Street Police Station near 3rd Ave, and then liberated by "order" of Mr. Rollins. I shall communicate with Mr. Rollins by this mail ~~and~~ of that document.

In the mean time, as I have an impression that a "Bench Warrant" remains in force until executed I presume some effort will be made to effect the arrest of

rected the issue of a "Bench Warrant".
 This document was issued then and
 there and placed in the hands of an
 officer of the Court for Execution but
 its execution was stayed by one of
 the Assistant District Attorneys
 "Because he had promised the hands
 man to see to it."

I tried in vain to obtain justice, un-
 til my health became so feeble that
 my physician advised me to go to
 Europe until I found myself better.
 I followed his advice and returned
 as soon as my physician abroad
 deemed it safe for me to cross the
 Ocean.

As soon after my return as I could
 I called at your Office and signified
 my readiness to testify in the case.

I have been, and am still, will-
 ing to do my duty in this matter
 and I throw myself entirely upon
 the protection which I am led to
 believe your Office affords to all of
 the law-abiding members of this
 community.

I beg to ask you if it is permit-
 ted to any man, woman or child
 to aid, abet or protect knowingly and
 wilfully another whom a body of free

survival, intelligent men have "pre-
dicted" for a felony?"

Is there no address for one against
whom there is official enmity
in every possible way?

My assailant has not only assumed
my family name but has reg-
istered herself at the Cathedral,
in 50th street and 5th Ave. as
"Mary" Keep where her illegitimate
offspring was baptized.

My Charles leaves home an honest
man whereas my assailant has
been known as a woman of "easy
virtue", of personally filthy habits,
intemperate, illiterate and idle.

Can I do nothing to restrain her
from assuming my name?

Her aliases are "Margaret Taylor",
"Mrs. Brown", "Maggie Keep" and
she now assumes the name
of "Mary" with the connivance of
my husband Charles Dwight Keep and
that of his Assistant Editor Ruthert Mills
as I believe with the intent to injure
my good name and deprive me of
my right and title to my said hus-
band's affection, protection and society.
As I have no settled home I must beg you
to communicate with me to the enclosed
address. Very Respectfully Yours, Mary T. Keep.

0163

P.S. I have thought it possible that
you might ~~induce~~ ^{induce} my ~~unfortunate~~
husband to relinquish his connection
with this miserable being, who is de-
grading him below the level of the brute,
will you to invite him to your
office and point out to him his
liability in aiding an "Indicted Felon"
to evade trial.

His address is, Charles D. Keefe
Editor Wall St. Daily News.

49 Exchange Place,
N.Y.

Trusting I have not intruded too much
on your valuable time and hoping for
justice I remain Respectfully

Mary T. Keefe

0164

New York.

May 1st 1884.

Allow me to offer my felicitations upon this anniversary of the establishment of the "Wall Street Weekly News," and to express my lively appreciation of the limited share hitherto accorded me in its prosperity.

Finding, however, my income inadequate to my dignity as the wife of so able an Editor I must ask you to increase my allowance.

I do not intend to resign any of my rights as your lawful wife.

You may not be aware that I cannot be compelled to live apart from you, still, if you obstinately decline to renew our relations of husband and wife, I demand such a sum of money settled absolutely upon me, in my individual rights, as will assure me \$5000 (Five Thousand Dollars) yearly; subject exclusively to my control.

Mr. and Mrs. Albert Klammath are booked to sail for Europe June 14th, and they have kindly consented to take me under their protection. Mr. Klammath limits their expenditure to \$1000 (One Thousand Dollars) each, for the trip, and I cannot join them with a less sum, while I should require \$500 (Five Hundred

2
 Dillard in hand to complete my preparations for the voyage.

While I will not submit to the least restriction of my abode. I do not hesitate to inform you that Mr. and Mrs. Klamath will endeavor to secure for me a more comfortable home than any that I previously had while abroad.

My wasted years, shattered health and isolation religious scruples precluded me from contracting another marriage while you live, I trust, all sufficient inducements to hasten now in effecting such a settlement for me as I demand.

Any communication you make will promptly reach me through my business Mr. George C. Kohbi 102 Broadway.

I presume an amicable adjustment of our relations will prove as satisfactory to you as to

Yours faithful wife
 Mary T. Keep.

Charles D. Keep.

49 Exchange Place.

P.S. I understand that Mr. Kohbi advises that you appoint Counsel to confer with him so that any agreement entered into shall be signed by both parties.

M. T. Keep

0166

People
Yay
Angela

Friday
Part 2

0 167

New York
May 4th 1884

And Mr. Allen.

Dear Sir.

As you kindly told me to write and let you know when I would be able to attend the trial of "Margaret Taylor" I beg to say that I am prepared to respond at any time that you may call the case. I trust I do not interfere upon the prerogatives of your office by suggesting that an early day will accord with my views.

Mr. assailant, Bridget McMahon, alias Margaret Taylor, alias Keefe, may now be found at No. 7 West 49th St.

I feel confident she will deny her identity if you send an officer in arrest of her and I am willing to accompany him so as to identify her if you will notify me in time through my Counsel, Mr. G. C. Kohle 102 Broadway.

Very Respectfully Yours
Mary T. Keefe.

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copy Charles D. Keep to Mary T. Keep
Agreement of Separation
Dated ~~Jan~~ July 31st 1889

This indenture made this thirty first day of July, one thousand eight hundred and eighty nine between Charles D. Keep of the City and County and State of New York, of the first part and Mary T. Keep, his wife of the second part and Geo C. Kolbe of the City and County and State of New York, as Trustee of the said Mary T. Keep, of the third part.

Whereas divers disputes and unhappy differences have arisen between the said part of the first part and his said wife for which reason they have concluded and agreed and hereby do consent and agree to live separate and apart from each other during their natural lives.

Therefore this indenture witnesseth that the said part of the first part in consideration of the premises and in pursuance thereof does hereby covenant promise and agree to and with the said trustee and also to and with his said wife, that if shall and may be lawful for her, his said wife, at all times hereafter, to live separate and apart from him, and that he shall and will allow and permit her to reside and be in such place and places and in such family

Copy
 and families; and with such (2)
 relations friends and other persons and
 to follow and carry on such trade or
 business as she may, from time to time
 choose or think fit. And that he shall
 not, nor will at any time sue, or suffer
 her to be sued for living apart or separate
 from him, or compel her to live with
 him. Nor sue, molest, disturb or trouble
 any other person ~~whomsoever~~ whomsoever for
 receiving entertaining or harboring her and
 that he will not, without her consent visit
 her, or knowingly enter any house or place
 where she shall dwell, reside or be ~~or send~~
~~or cause~~ to be sent any letter or message
 to her, nor shall or will at any time
 hereafter claim or demand any of her
 money, jewels, plate, clothing household
 goods, furniture or stock in trade, which
 she now has in her power custody
 or possession or which she shall at
 any at any time hereafter have, buy
 or receive, or shall be devised or
 given to her, or that she may otherwise
 acquire, and that she shall and may
 enjoy and absolutely dispose of the same
 as if she were a female sole and
 unmarried - And further that the
 said part of the first part shall and
 will well and truly pay, or cause to
 be paid for and towards the better
 support and maintenance of his said
 wife the sum of twelve, fifty one
 hundredths (\$12⁵⁰/₁₀₀) dollars per week

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Copy

payable in equal payments of twelve (3
 500 dollars each, at 12 o'clock noon on
 the Friday of each week, at the office
 of the said trustee George C Kobbe
 the 30 Pine Street in the City of New
 York or at such office to which the
 said trustee shall at any time remove,
 and to the said trustee George C Kobbe
 or to his agent authorized and
 appointed to receive the same; all of
 which the said part of the second
 part does hereby agree to take in
 full satisfaction for her support and
 maintenance, and all alimony whatever.

And the said part of the second
 part further agrees in consideration
 of the premises aforesaid that she
 will not annoy, molest or hinder
 the said part of the first part in the
 prosecution of his business and that
 she will not annoy, molest or hinder
 the said part of the first part in his
 manner of living, or any other part in
 connection with the same, but will
 refrain from all communications with
 him of any sort or nature, excepting
 as may hereafter be mutually agreed upon.

And the said trustee, in consideration
 of one dollar to him in hand paid
 does covenant and agree with the said
 part of the first part, to indemnify
 and bear him harmless of and from
 all debts of his said wife which

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Copy

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may hereafter be contracted by her, or on her account; and if the said part of the first part shall be compelled to keep any such debtor debts, the said trustee hereby agrees to repay the same, on demand, to the said part of the first part, ~~and~~ with all loss and damage that he may sustain thereby.

In witness whereof, the said parties have hereunto affixed their names and seals, this ^{thirty} first day of July, one thousand eight hundred and twenty nine.

In presence of
 }
 Beche
 M. E.
 Hittcock

Signed - Charles D. Kirk
 Mary T. Kirk
 George C. Kobb

New York Supreme Court,
County of New York.

Mary T. Keep,
Plaintiff;
against
Charles D. Keep,
Defendant.

Copy
Copy of suit brought
in 1884 for divorce
by Mary T. Keep
but withdrawn by her
subsequent to which
she went abroad
receiving \$30 per
week as extraordinary
while there.

Received, New York, March 1888, from the above named defendant, Charles D. Keep, the sum of One hundred and twenty-five $\frac{00}{100}$ dollars (\$125 $\frac{00}{100}$) as counsel fees and costs in the above action, and in full for the same whether accrued or to accrue. And whereas an agreement of ~~separation~~ separation was heretofore entered into between the above named plaintiff and defendant, by which the defendant agreed to pay to the plaintiff the sum of twelve $\frac{50}{100}$ dollars, per week; and whereas a motion in the above case is now pending in this Court, for alimony pendente lite, and counsel fees; and the defendant has offered to pay to the plaintiff, as such alimony, and further, as permanent alimony, in case a decree be had against him on the final hearing in this case, the sum of \$20 $\frac{00}{100}$ per week: — It is hereby agreed by the plaintiff and by her attorney, to receive said sum of twenty $\frac{00}{100}$ dollars per week, in lieu of alimony, pendente lite or permanent, which might be ordered by this Court to be paid by the defendant to the plaintiff. And it is further agreed by the plaintiff and her attorney, the trustee under said agreement of separation, that said agreement of separation shall become null and void, and be

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In presence of
Bache W.E. Whitlock

Mary J. Keap
George C. Noble, Jett's atty.

cancelled, upon the entering of the final decree in this action dis-
missing the defendant to pay to the plaintiff the said sum of twenty
dollars per week, during her natural life. — And whereas,
the defendant is now entitled to a credit of sixty-two dollars,
on the sum of one hundred dollars, heretofore, on the 20th
day of February, 1880, paid by the defendant to the trustee for the
plaintiff, under said agreement of separation; it is further agreed
by the plaintiff and her attorney that the defendant shall be
credited with said sum of sixty-two dollars; but the
difference between the sum of twelve dollars, and the
sum of twenty dollars - to wit - the sum of seven
dollars, shall be paid weekly on Friday in each and every
week by 12 o'clock M., at the office of George C. Noble, no.
30 Pine Street, Room 30, New York City; beginning on Friday,
March 12th, 1880; and when said credit of sixty-two dollars
shall have run out, by deducting weekly therefrom the sum of
fifty dollars, the whole sum of twenty dollars per
week shall be hereafter paid on the Friday of each and
every week, by 12 o'clock M., at said office of George C. Noble.

Copy

0174

2 Copy

cancelled, upon the entering of the final decree in this action directing the defendant to pay to the plaintiff the said sum of Twenty $\frac{50}{100}$ Dollars per week, during her natural life. — And whereas, the defendant is now entitled to a credit of Sixty-Two $\frac{50}{100}$ Dollars, on the sum of One Hundred $\frac{50}{100}$ Dollars, heretofore, on the 20th day of February, 1880, paid by the defendant to the trustee for the plaintiff, under said agreement of separation, it is further agreed by the plaintiff and her attorney that the defendant shall be credited with said sum of Sixty-Two $\frac{50}{100}$ Dollars; but the difference between the sum of Twelve $\frac{50}{100}$ Dollars, and the sum of Twenty $\frac{50}{100}$ Dollars — to wit — the sum of Seven $\frac{50}{100}$ Dollars, shall be paid weekly on Friday in each and every week by 12 o'clock M., at the office of George C. Kobbé, no. 30 Pine Street, Room 30, New York City; beginning on Friday, March 12th, 1880; and when said credit of Sixty-Two $\frac{50}{100}$ shall have run out, by deducting weekly therefrom the sum of Twelve $\frac{50}{100}$ Dollars, the whole sum of Twenty $\frac{50}{100}$ Dollars, per week shall be henceforward paid on the Friday of each and every week, by 12 o'clock M., at said office of George C. Kobbé.

In presence of
Bache M^{rs}. Whitlock

Mary J. Keep
George C. Kobbé, plff's atty.

0175

for. 1.

General Sessions County of New York

The People

vs

Margaret Taylor

City and County of New York ss:

Jennie Gourt being duly sworn deposes and says that about four years ago last January or February 1884 (that is about January or February 1880) she was a domestic in 180 East 76th street: that about that time Mary J. Keep, otherwise Mrs Charles D. Keep came to the house 180 East 76th Street in the City of New York where deponent resided as aforesaid, and used offensive and scandalous language about Margaret Taylor saying to persons occupying a portion of the house among other things that her child was a bastard and that she Margaret was a whore and she, Mary J., then and there took her parasol and punched it through the glass in one of the windows of Margaret's apartments.

Deponent further says that about two days after this scene said Mary J. Keep returned to the above named house and again used bad and indecent language and said Margaret order her to leave and thereupon said Mary J. set upon said Margaret and slapped her in the face and pulled her hair; and said Margaret after she was so assaulted and beaten struck said Mary J. with a stone lifted in

0176

self defense, to prevent further bodily injury, that said Margaret did not strike said Mary T. until after Mary T. had struck Margaret and pulled her hair as stated and was in the act of repeating her assault and battery upon said Margaret. Thereupon said Mary T. took a key from the door and ran down stairs screaming at the top of her voice.

Deponent further says that said Margaret Taylor lived in said house but the said Mary T. did not, neither was she a guest of any one but was an intruder into said premises.

Sworn to before me this Jennie Tourt

9th day of June 1884

Gran Blunt,
Notary Public Kings Co
Certificate filed in New York

General Session
County of New York

The People

vs

Margaret Taylor

Affidavit of
Jennie Tourt

0177

Vol. 1 General Sessions County of New York

The People

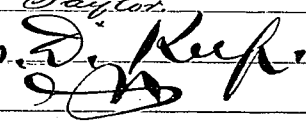
vs
Margaret Taylor

City and County of New York ss:

Charles D. Keep being duly sworn deposes and says that he knows Mary J. Keep and Margaret Taylor and that about the early part of 1880 said Mary J. Keep came to the house 180 East 76th Street which was an apartment house and occupied by several families and in which house deponent then resided but the said Mary J. did not nor had she resided therein and she, said Mary J. then and there used scandalous language to said Margaret and said Margaret ordered her to leave; Thereupon said Mary J. without further provocation slapped said Margaret in the face and pulled her hair and was in the act of making a further assault and battery upon said Margaret when she, Margaret, seized a stove lifter and in self defense struck said Mary J. with it and she seized the door key and ran down to the street yelling at the top of her voice all of which constitutes the alleged assault and battery charged in the indictment against said Margaret Taylor.

Sworn to before me

June 9th 1884,

Charles D. Keep


G. M. Black
 Notary Public Kings Co
 Certificate filed in New York

0178

General Sessions
County of New York

The People

vs

Margaret Taylor

Defendant of

Charles D. Keep.

0179

~~Friday - 12th~~

Margaret Taylor.

Assault -

314 E. 58th St.

Witnesses.

Victor Lee Hurray

51 West 35th St.

John McGrath

244 East 37th St.

Mrs. Rose Walsh.

480 Kosciuszko St.

Brooklyn.

0180

POL
CITY

DISTRICT ATTORNEY'S OFFICE,

New York, 188

Mary T. Keep -
(Complainant)
vs.

Margaret Taylor.
(Defendant)

2 additional
witnesses to be
subpoenaed -

Mrs. Welch 186 East 74th St.

Mr. M^cGrath - 186 East 74th St.

0181

PO
CIT

ATTORNEY'S OFFICE,

New York,

188

Complainant

Mary (or, O.) Keep

Defendant

Margaret Taylor -

Examination was had before
Justice Wandell - Bail given
by H. O. Thompson, surety, con-
ditioned on appearance of
defendant at General Sessions.
papers by mistake went to Special
Sessions - They will be sent down
to Dist. Ct. office. Please to
notify

George C. Kobbé
Counsel for Complainant - when case
comes on -

George C. Kobbé 13 E. 16th St.

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GLUED PAGES

0183

PO

CIT

of

136. East. 4th St.

Street,

being duly sworn, deposes and says, that on the 2nd day of February
in the year 1880, at the City of New York, in the County of New York,

he was violently ASSAULTED and BEATEN by

Margaret Taylor. now present. who struck
deponent with violent blows upon the
head and face with an iron stove lifter
cutting and bruising deponent severely.

without any justification on the part of the said assailant

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

Sworn before me, the

of February

1880

day

Mary T. Keep.

J. C. Munday

Police Justice.

0184

14 192
Police Court—Fourth District

THE PEOPLE, &c
ON THE COMPLAINT OF

Mary C. Keefe
126 East 44th St
care of
Geo. C. Lobbe

US. 102 Broadway
Lawyer

AFFIDAVIT—A & B

Margaret Taylor

Dated 23 February 1880

Rondinelli J. S. Magistrate.

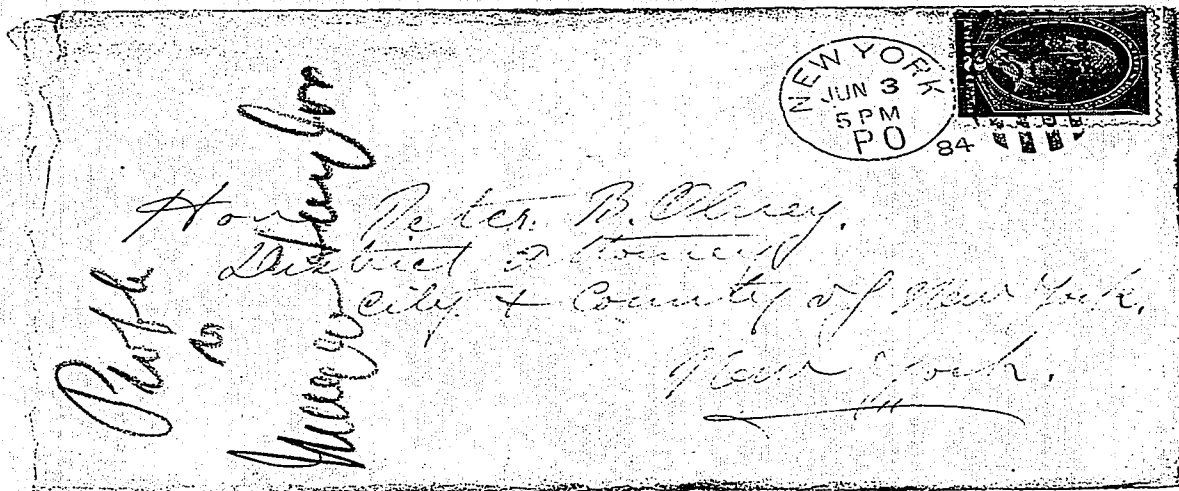
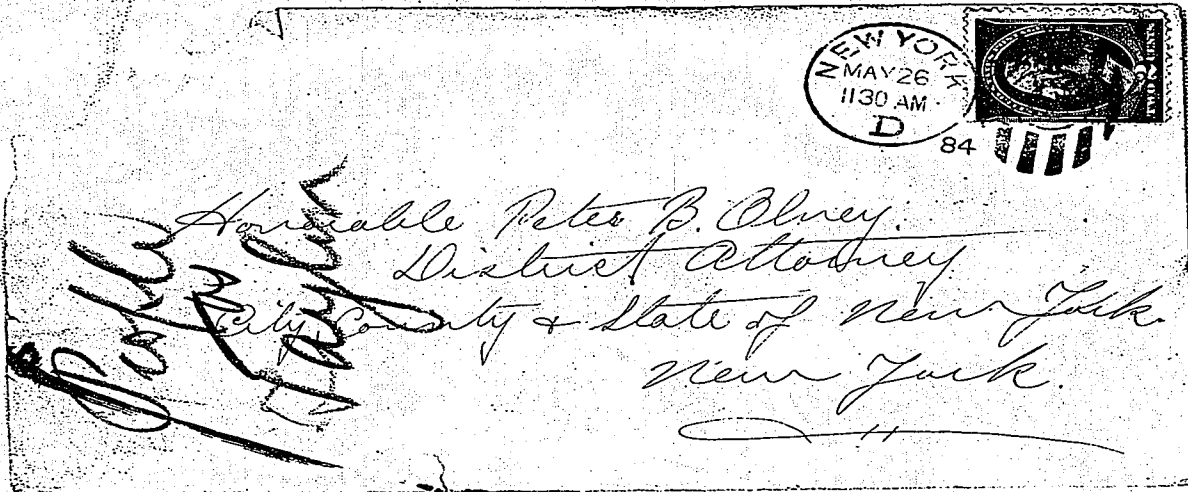
McInerney Officer.
M. S.

Witness,
V. Lettman 51 West 35th St

John M. Hatt
Bailed by 244 East 37th St
Robert A. Thompson
185 Lexington Avenue
300 to Court

Bailed by
John A. Roberts
344 East 4th St

0185



0186

Mrs. Chas. D. Hooper
Care *G. C. Kobbé Esq.*
102 Broadway.

CITY AND COUNTY }
OF NEW YORK, } ss.

THE JURORS OF THE PEOPLE OF THE STATE OF NEW YORK,
in and for the body of the City and County of New York,
upon their Oath, present:

That *Margaret Taylor*
late 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*, with force and arms, at the City and
County aforesaid, in and upon the body of *Mary J. Keep*
in the peace of the said people then and there being, feloniously did make an assault
and *her* the said *Mary J. Keep*
with a certain *stove lifter*
which the said *Margaret Taylor*
in *her* right hand then and there had and held, the same being a deadly and
dangerous weapon, wilfully and feloniously did beat, strike, stab, cut, and wound
with intent *her* the said *Mary J. Keep*
then and there, feloniously and wilfully to kill, against the form of the Statute
in such case made and provided, and against the peace of the People of the State of
New York and their dignity.

SECOND COUNT.

And the Jurors aforesaid, upon their Oath aforesaid, do further present: That
afterwards, to wit, on the day and in the year aforesaid, at the City and County
aforesaid, the said *Margaret Taylor*
with force and arms, in and upon the body of the said *Mary J. Keep*
then and there being, wilfully and feloniously did make an
assault and *her* the said *Mary J. Keep*
with a certain *stove lifter* which the said

Margaret Taylor in *her* right hand, then and there
had and held, the same being then and there a sharp, dangerous weapon, wilfully
and feloniously, and without justifiable and excusable cause, did then and there beat,
strike, stab, cut, and wound, with intent to then and there wilfully and feloniously
do bodily harm unto *her* the said *Mary J. Keep*
against the form of the Statute in such case made and provided, and against the
peace of the People of the State of New York and their dignity.

THIRD COUNT.

And the Jurors aforesaid, upon their Oath aforesaid, do further present: That
afterwards, to wit, on the day and in the year aforesaid, at the City and County afore-
said, the said *Margaret Taylor*
with force and arms, in and upon the body of *Mary J. Keep*
in the peace of the said people then and there being, feloniously, did make another
assault and *her* the said *Mary J. Keep*
with a certain *stove lifter*
which the said

Margaret Taylor in *her* right
hand then and there had and held, wilfully and feloniously did beat, strike, stab, cut,
and wound, the same being such means and force as was likely to produce the death
of *her* the said *Mary J. Keep* with intent *her* the

0100

And the Jurors aforesaid, upon their Oath aforesaid, do further present: That afterwards, to wit, on the day and in the year aforesaid, at the City and County aforesaid, the said

BENJ. K. PHELPS, District Attorney.

Wm Jones
No 34

THE PEOPLE

22

Margaret Taylor

Felonious Assault and Battery.

BENJ. K. PHELPS

District Attorney

A True Bill

Wm. L. G. Smith

Коренный

10/23/27

Handwritten signature

David & W.D. Cummings
wrote him, one day
for such dollar.
1898

0189

BOX:

14

FOLDER:

172

DESCRIPTION:

Tully, William

DATE:

05/18/80



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0190

First District Police Court.

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

of No. the 14 Precinct 29th Street,

of the City of New York, being duly sworn, deposes and says, that on the

day of March 1890, at the City of New York, in the County of New York,

at No. 191 Dexter Street,

William Jolly
did sell, or caused, suffered or permitted to be sold, under his direction or authority, strong or spirituous liquors or wines, to be drunk in his house or premises aforesaid, in quantities less than five gallons at a time, contrary to and in violation of the Sections 13 and 14 of the Act of the Legislature of the State of New York, entitled "An Act to Suppress Intemperance and to Regulate the Sale of Intoxicating Liquors," passed April 16, 1857.

Sworn to before me, this 29th
day of March 1890

James Moran
POLICE JUSTICE.

0191

23 Apr 9 Blecker St
202 CC 8

Police Court—First District.

THE PEOPLE, &c.
ON THE COMPLAINT OF

James Moran

vs.
William Kelly

MISDEMEANOR.
Selling Liquor, &c, without License.

Dated the 29 day of March 1880

B. H. Dixby Magistrate.

Officers.

Witness

Bailed \$100 to Ans.

By

Bryan Gibbs

88 Mulberry Street.



0192

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

THE JURORS OF THE PEOPLE OF THE STATE OF NEW YORK,
*in and for the body of the City and County of New York, upon
their Oath, present:*

That

William Tully

late of the *fourteenth* Ward of the City of New York, in the County of
New York, aforesaid, on the *twenty-ninth* day of *March* in the year
of our Lord one thousand eight hundred and ~~seventy~~ *eighty*, at the Ward,
City and County aforesaid, certain strong and spirituous liquors, and certain wines, to
wit: one gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of
whisky, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of
beer, one gill of lager beer, and one gill of a certain strong and spirituous liquor, to the
jurors aforesaid unknown, unlawfully did sell, in quantity less than five gallons at one
time, to one

James Moran

; without having a
license therefor, as required by law, contrary to the form of the statute in such case made
and provided, and against the peace and dignity of the People of the State of New York.

~~SECOND COUNT.—And the Jurors aforesaid, upon their Oath aforesaid, do further
present: THAT the said~~

~~late of the Ward, City, and County aforesaid, then and there being a person duly
licensed according to law to sell spirituous liquors and wines on the day
and in the year aforesaid, at the Ward, City and County aforesaid, the same
being the first day of the week, commonly called and known as Sunday, with
force and arms, certain strong and spirituous liquors and certain wines, to wit: One
gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whisky, one
gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one
gill of lager beer, and one gill of a certain strong and spirituous liquor to the jurors
aforesaid unknown, unlawfully did sell, as a beverage, to one~~

~~contrary to 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.~~

BENJ. K. PHELPS, District Attorney.