

0545

**BOX:**

294

**FOLDER:**

2803

**DESCRIPTION:**

Weiss, Ignatz

**DATE:**

01/23/88



2803



POOR QUALITY  
ORIGINAL

0547

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

being duly sworn says  
that he resides at No. in the city of  
New York, and is in the employ of the Fowler Manufacturing  
Company Limited, a corporation doing business at Nos. 548  
and 550 West 23rd Street, in the city of New York. That  
on August 2nd, 1887 deponent made diligent search and  
inquiry on Willow Street near Main Street, in Astoria,  
Long Island City, <sup>and</sup> went through the whole length of said  
Willow Street, in Astoria, Long Island City, for a person  
of the name of Jansen, and was unable to find any such  
person or that any such person lived there or in that vi-  
cinity, or had lived there or in that vicinity, except one  
person of that name who had formerly lived in that  
vicinity but who had moved to Philadelphia, Pennsylvania,  
at least two months before said 2nd day of August and was  
no longer living in that vicinity, and who had not been  
seen there since such removal. And this deponent believes  
that said clock number 1879 was never sold to any person  
of the name of Jansen, residing on Willow Street, in  
Astoria, Long Island City, or in the vicinity of said  
Willow Street, Astoria, Long Island City.

Taken, Subscribed and

Sworn to before me this

day of September 1887.



POOR QUALITY  
ORIGINAL

0548

STATE OF NEW YORK, :  
: ss:  
CITY AND COUNTY OF NEW YORK, :

SARSEN P. MITTS JR. being duly sworn says that  
he is the Secretary and Treasurer of the Fowler Manu-  
facturing Company Limited, a corporation duly organized  
under the laws of the State of New York, and having its  
principal office and place of business at numbers 828  
and 830 West 82d Street, in said City of New York; that  
on the 23<sup>rd</sup> day of July, in the year 1897 at said  
City of New York, one Ignatz Weiss with the intent  
feloniously to cheat and defraud the said Fowler  
Manufacturing Company Limited did then and there  
feloniously, unlawfully and designedly pretend and re-  
present to the said Fowler Manufacturing Company Limited  
that he had then lately before sold and delivered to a  
certain person of the name of *Jansen*  
residing *on Willow Street near*  
*Main Street, in Astoria, Long*  
*Island City, in the State of New York,*  
a certain *Clock* the property of said com-  
pany numbered *1879* for the sum or price of *eight*  
 Dollars; and the said Fowler Manu-  
facturing Company Limited then and there believing the  
said false pretenses and representations so made as afore-  
said by the said Ignatz Weiss, and being deceived there-  
by, was induced by reason of the false pretenses and re-  
presentations so made as aforesaid to deliver and did  
then and there deliver to the said Ignatz Weiss a large  
sum of money, to wit: the sum of *one dollar*



POOR QUALITY  
ORIGINAL

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and ninety cents, — lawful money of the United States and of the value of *one dollar and ninety cents* of the proper moneys, valuable things, goods, chattels and personal property and effects of the said Fowler Manufacturing Company Limited; and the said Ignatz Weiss did then and there feloniously receive and obtain the said sum of money, to wit, the sum of *one dollar and ninety cents* from the said Fowler Manufacturing Company Limited of the proper moneys, valuable things, goods, chattels and personal property and effects of the said Fowler Manufacturing Company Limited, by means of the false pretenses and representations aforesaid, with intent feloniously to cheat and defraud the said Fowler Manufacturing Company Limited of the said sum of *one dollar and ninety cents*; that in fact and in truth the pretenses and representations so made as aforesaid by the said Ignatz Weiss to the said Fowler Manufacturing Company Limited was and were in all respects utterly false and <sup>un</sup>true; that in truth and in fact the said Ignatz Weiss well knew the said pretenses and representations as by him made as aforesaid to the said Fowler Manufacturing Company Limited to be utterly false and untrue at the time of making the same.

That the said Ignatz Weiss by means of the false pretenses and representations aforesaid, feloniously, unlawfully, falsely, knowingly and designedly did receive and obtain from the said Fowler Manufacturing Company Limited, the said sum of *one dollar*

**POOR QUALITY  
ORIGINAL**

0550

*and ninety cents* of the value of *one*  
*dollar and ninety cents* of the proper moneys, valuable  
things, goods, chattels, and personal property and effects  
of the said Fowler Manufacturing Company Limited, with  
intent feloniously to cheat and defraud the said Fowler  
Manufacturing Company Limited of the same.

Taken, subscribed and sworn to:  
before me this                      day :  
of August 1917.                      :

POOR QUALITY  
ORIGINAL

0551

In re-- Ignatz Weiss

Ignatz Weiss was employed by the Fowler Manufacturing Company Limited under contract in writing to sell personally and through sub, agents goods belonging to said Company and delivered to said Weiss at his request; said sales to be made either for Cash or on the installment plan; and for the making of such sales and upon reporting the same to said Company, said Weiss was to receive a stated commission. In the transactions growing out of such employment the only person known to said Company was Ignatz Weiss and any sub-agents employed by said Weiss were his servants and employees.

Acting under the provisions of said contract the said Weiss was instructed by the president of said Company to verify all instalment sales coming through his office or hands. On the 23rd day of July 1887 said Weiss reported to said Company <sup>three</sup> ~~these~~ instalment sales and delivered instalment contracts purporting to have been made one with a person *by* name ~~X~~ Murphy, one with a person by name Jansen and one with a person by name Mc Clane, and stated that he personally had verified such instalment sales and knew them to be correct and bona fide sales and the said Company believing such statement to be true paid to said Weiss the following sums of money to wit: On the Murphy sale \$1.70

" " Jansen " \$1.90

" " McClane " \$2.90

Between the 25th and 30th days of July 1887 the said Weiss approached Lawrence Siebert <sup>an employee</sup> ~~in the employ~~ of said Company and whose duty it was to collect in Astoria and stated to a



**POOR QUALITY  
ORIGINAL**

0552

said Siebert in substance that he the said Weiss had reported to the said Company some 18 or 20 sales to parties purporting to live in Astoria which were false and the said Weiss endeavored to procure the co-operation of the said Siebert in concealing the knowledge of such false report of sales from said Company. The sales referred to by said Weiss including those reported by him to said Company on 23rd day of July 1887.

Upon such information being <sup>r</sup>eported to said Company the president thereof sent for said Weiss and in an interview had with him he denied so approaching the said collector and reiterated his statement that he personally had verified the sales referred to, and knew them to be bona fide transactions. The said Company thereupon sent two men to investigate these sales, who after diligent search and inquiry were unable to find any of the parties referred to and to whom Weiss stated that goods had been sold and such sales duly verified by him.

The said Company therefore charge~~s~~ that the said Weiss did upon such false representations that he personally had verified and knew to be bona fide sales the three cases above mentioned, procure from said Company, the amounts above named on each case.

Principal Office, Nos. 548 & 550 West 23d Street, New York.

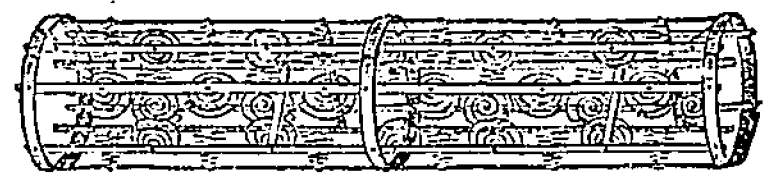
### Place of Business,



**POOR QUALITY  
ORIGINAL**

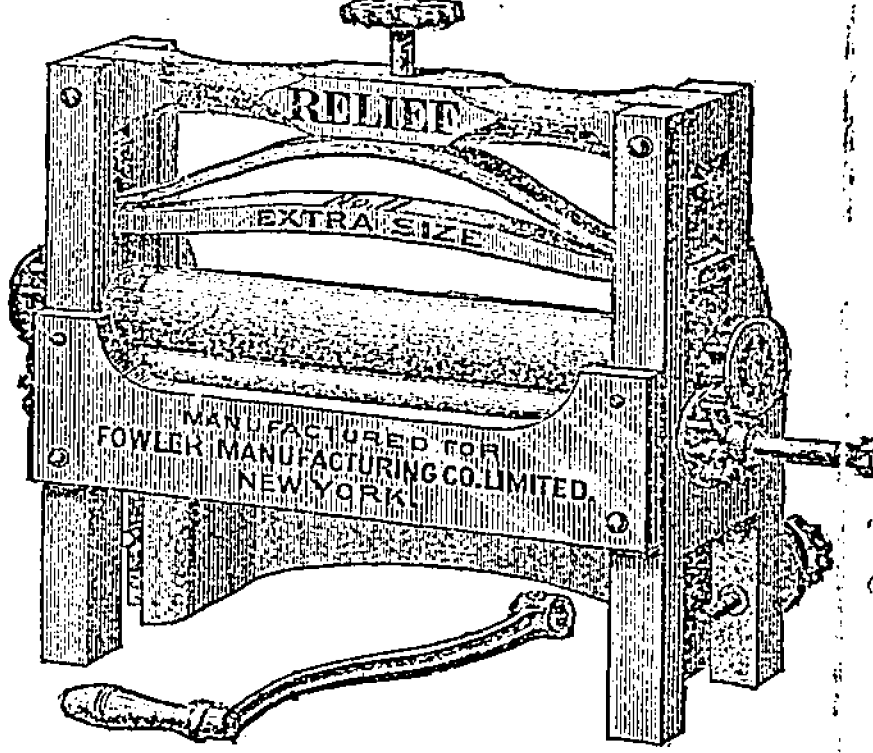
0554

Fowler Manufacturing Co.,  
(LIMITED.)  
MANUFACTURERS OF  
FOWLER'S  
ADJUSTABLE ROLL-UP  
SPRING MATTRESS.

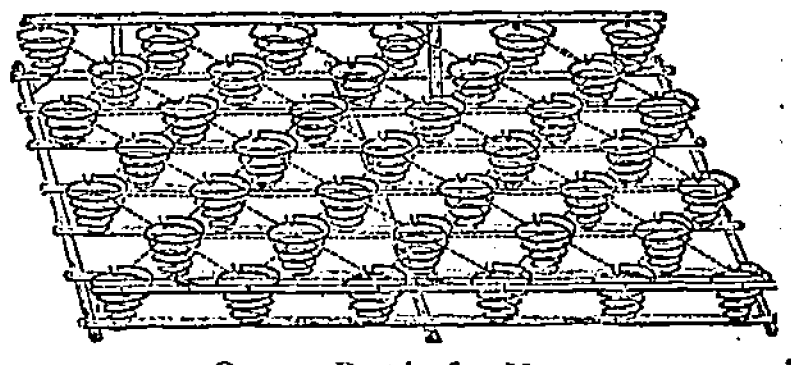


Rolled up for Transportation.

DEALERS IN  
CLOTHES WRINGERS,  
FLUTING MACHINES, CARPET SWEEPERS,  
AND SMYRNA RUGS.



The above cut represents the latest improved and best  
Wringer in the market. Rolls 11 inches long.



Open—Ready for Use.

We warrant both our Beds and  
Wringers.

Lease No. *2496* *B9090*

*Jansen*  
*Willow St*  
*near chain*  
*Astoria Rye*

Verified.

Paid

*1/2 Morgan Street*  
*in the basement*  
*to the 2nd floor*  
*at the end of Wall Street*  
*stand for the other*  
*Jansen*

*X* *9/190*  
**I. WEISS,**  
**441 EAST 14TH STREET,**  
**NEW YORK.**  
*204*



POOR QUALITY  
ORIGINAL

0555

State of New York, } ss:  
OFFICE OF THE SECRETARY OF STATE,

It is hereby Certified that an original certificate for  
the formation of a corporation in the class of Limited  
liability corporations, under the corporate name of  
The Fowler Manufacturing Company  
Limited

was filed in the office of the Secretary of State,  
under Chapter 611, Laws of 1875, entitled "An act  
to provide for the organization and regulation of certain  
business corporations," on the Second day  
of May 1884 and that the following  
is a true and correct copy of said original certificate  
(the same having been compared with said original)  
and of the whole thereof.

State of New York }  
City & County of New York }

We, Edwin P. Fowler of the  
City of Brooklyn Edward A. Morn of the  
City of New York Samuel B. Mills Junior  
of the City of Brooklyn William H. Ladd  
Junior of the City of New York & William  
H. Ladd of the City of Brooklyn - all of  
the State of New York - Do hereby cer-  
-tify that all of us who sign this cer-  
-tificate are residents & citizens of the  
State of New York, and further that we  
propose to form a corporation of the  
class of limited liability companies  
under & pursuant to the provisions of an  
Act of the Legislature of the State of New-  
York entitled "An Act to provide for  
the organization & regulation of certain  
business corporations" passed June 21<sup>st</sup>  
1875 and the amendments thereto. and  
further we certify as follows

I The name of the proposed corporation  
is to be the "Fowler Manufacturing  
Company Limited"



II The object for which said corporation is to be formed - including the nature of its business is the manufacture of articles or machines constructed of metal or wood or of both combined or with other materials - and the sale of the same <sup>and</sup> the purchase <sup>and</sup> sale of such manufactured articles or machines as may be deemed expedient by said corporation. The locality of the business of said corporation shall be in the city of New York and State of New York and elsewhere through branch offices and factories to be established by said corporation from time to time in any town city state Territory Country or Province where its business may require the same or said corporation may deem the same advisable or necessary.

III The amount of the capital stock of said corporation shall be one hundred thousand dollars divided into one thousand shares of one hundred dollars each.

IV The location of the principal business office of said corporation shall be



in the City of New York in the County  
of State of New York

V The duration of said <sup>corporation</sup> shall be fifty  
years from its incorporation

In Witness Whereof we have hereunto set our hands and seals at the City of New York of and said this first day of May A.D. 1883

In presence of  
W. V. H. Hicks

E. P. Fowler	seal
E. A. Morn	seal
Saml. H. Mills Jr.	seal
Wm. Ladd Jr.	seal
Wm. H. Ladd	seal

State of New York  
City and County of New York }  
}

On this first day of May A.D. 1883 before me personally come Edwin P. Fowler Edward A. Morn Samuel H. Mills Junior <sup>William W. Ladd and</sup> William H. Ladd to me severally known and severally known to me to be the individuals described in and who executed the foregoing instrument and to me severally acknowledged that

POOR QUALITY  
ORIGINAL

0559

They executed the same  
William V. N. Hicks  
Notary Public Kings &  
New York Cos.  
Seal

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

I, **PATRICK KEENAN**, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, DO HEREBY CERTIFY, That

*William V. N. Hicks*  
has filed in the Clerk's Office of the County of New York, a certified copy of his appointment as Notary Public for the County of *Kings* with his autograph signature, and was at the time of taking the proof or acknowledgment of the annexed Instrument, duly authorized to take the same. And further that I am well acquainted with the hand-writing of such Notary, and verily believe the signature to the said certificate of proof or acknowledgment to be genuine. I further certify, that said Instrument is executed and acknowledged according to the law of the State of New York.

[SEAL.]

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court and County, the  
day of *May* 188*3*

*PATRICK KEENAN*

POOR QUALITY  
ORIGINAL

0560

They executed the same  
William H. Hicks  
Notary Public Kings &  
New York, Cos.

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

I, **PATRICK KEENAN**, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, DO HEREBY CERTIFY, That

[SEAL.]

*William H. Hicks*  
has filed in the Clerk's Office of the County of New York, a certified copy of his appointment as Notary Public for the County of *Kings* with his autograph signature, and was at the time of taking the proof or acknowledgment of the annexed Instrument, duly authorized to take the same. And further that I am well acquainted with the hand-writing of such Notary, and verily believe the signature to the said certificate of proof or acknowledgment to be genuine. I further certify, that said Instrument is executed and acknowledged according to the law of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court and County, the  
day of *May* 188*3*

*PATRICK KEENAN*, Clerk.



POOR QUALITY  
ORIGINAL

0561

And it is further hereby Certified, That upon the filing of said Certificate, of which the foregoing is a true and correct copy, on the 2<sup>nd</sup> day of May 1883, as aforesaid, a license was issued by the Secretary of State, pursuant to said act to the five persons named in and who made and acknowledged said certificate, empowering them as commissioners, to open books for subscriptions to the Capital Stock of said proposed corporation, at such times and places as they might determine.

And a verified record of the proceedings of said commissioners, having this 19<sup>th</sup> day of May 1883, been filed in the office of the Secretary of State, containing a copy of the subscription list to the Capital Stock of said proposed corporation, together with a copy of the By-Laws for said proposed corporation, adopted by the subscribers to said Capital Stock at a meeting of said subscribers held at 107 Nassau Place in the City of New York on the 11<sup>th</sup> day of May 1883, pursuant to the provisions of said act, as appears from said verified record aforesaid, at which subscribers' meeting as aforesaid, five directors (being the number provided for in the said By-Laws of said proposed corporation) were also chosen, whose names, as further appears from said verified record of proceedings filed as aforesaid, are as follows, to wit:

Edwin P. Fowler  
Edward A. Morn  
Samuel N. Mills Jr.  
William M. Ladd Jr.

State of New York, } ss.:  
OFFICE OF THE SECRETARY OF STATE }

I have compared the preceding copy of Certificate of Incorporation with the record thereof remaining in this office, in Book entitled "Record of Incorporations," number five, at page 341 and I do hereby certify the same to be a correct transcript therefrom and of the whole thereof.

Witness my hand and the seal of office of the Secretary of State, at the City of Albany, the fifth day of August one thousand eight hundred and eighty four (1884)

Joseph B. Carr  
Secretary of State.

POOR QUALITY  
ORIGINAL

0562

And it is further hereby Certified, That upon the filing of said Certificate, of which the foregoing is a true and correct copy, on the 2<sup>nd</sup> day of May 1883, as aforesaid, a license was issued by the Secretary of State, pursuant to said act to the five persons named in and who made and acknowledged said certificate, empowering them as commissioners, to open books for subscriptions to the Capital Stock of said proposed corporation, at such times and places as they might determine.

And a verified record of the proceedings of said commissioners, having this 19<sup>th</sup> day of May 1883, been filed in the office of the Secretary of State, containing a copy of the subscription list to the Capital Stock of said proposed corporation, together with a copy of the By-Laws for said proposed corporation, adopted by the subscribers to said Capital Stock at a meeting of said subscribers held at No 7 Wash-  
ington Place in the City of New York  
on the 11<sup>th</sup> day of May 1883, pursuant to the provisions of said act, as appears from said verified record aforesaid, at which subscribers' meeting as aforesaid, five directors (being the number provided for in the said By-Laws of said proposed corporation) were also chosen, whose names, as further appears from said verified record of proceedings filed as aforesaid, are as follows, to wit:

Edwin P. Fowler

Edward A. Mown

Samuel N. Mills Jr

William M. Ladd Jr

Edwin J. Sprague

Now Therefore, I, Joseph B. Carr Secretary of State,  
do hereby certify that said corporation, to wit:

The Fowler Manufacturing Company Limited  
is fully organized in accordance with said act, Chapter 611, Laws of 1875;  
and that all the provisions of said act have been duly observed in the  
organization of said corporation as herein above set forth.

Witness my hand and the seal of office of the  
Secretary of State, at the City of Albany, this

[L. S.]

19<sup>th</sup> day of May 1884

Joseph B Carr

Secretary of State



POOR QUALITY  
ORIGINAL

0563

— COPY —

Certificate

of

Incorporation

— OF THE —

Fowler Manufacturing

Company Limited

*M. L. D.*



**POOR QUALITY  
ORIGINAL**

0564

STATE OF NEW YORK  
CITY AND COUNTY OF NEW YORK.

. :  
: ss:  
:

being duly sworn says

that he resides at No. \_\_\_\_\_ in the city of  
New York, and is in the employ of the Fowler Manufacturing  
Company Limited, a corporation doing business at Nos. 548  
and 550 West 23d Street, in the city of New York. That  
on August 2nd 1887 deponent made diligent search and  
inquiry on and near Broadway in Astoria, Long Island City,  
for a person of the name of Murphy, stated to be living on  
Prince Street near Broadway and was unable to find any  
such street as Prince Street and was unable to find any such  
person or that any such person lived there or in that  
vicinity, or had lived there or in that vicinity, and this  
deponent verily believes that said Spring Mattress numbered  
13674 was never sold to any person of the name of Murphy  
residing on Prince Street near Broadway in Astoria,  
Long Island City, or in the Vicinity of said Broadway  
in Astoria, Long Island City.

Taken, Subscribed and

sworn to before me

this \_\_\_\_\_ day of September 1887.

POOR QUALITY  
ORIGINAL

0565

STATE OF NEW YORK, :  
: ss:  
CITY AND COUNTY OF NEW YORK :

SAMUEL H. MILLS JR. being duly sworn says that  
he is the Secretary and Treasurer of the Fowler Manu-  
facturing Company Limited, a corporation duly organized  
under the laws of the State of New York, and having its  
principal office and place of business at numbers 548  
and 550 West 23d Street, in said City of New York; that  
on the *23<sup>rd</sup>* day of *July* in the year 1887 at said  
City of New York, one Ignatz Weiss with the intent  
feloniously to cheat and defraud the said Fowler

Manufacturing Company ~~Limited~~ Limited did then and there  
feloniously, unlawfully and designedly pretend and re-  
present to the said Fowler Manufacturing Company Limited  
that he had then lately before sold and delivered to a  
certain person of the name of *Murphy* —

residing *on Prince Street, near*  
*Broadway, in Astoria, Long*  
*Island City, in the State of New York,*  
a certain *Spring Mattress* the property of said com-  
pany numbered *13674* for the sum or price of *nine*

*\_\_\_\_\_* Dollars; and the said Fowler Manu-  
facturing Company Limited then and there believing the  
said false pretenses and representations so made as afore-  
said by the said Ignatz Weiss, and being deceived there-  
by, was induced by reason of the false pretenses and re-  
presentations so made as aforesaid to deliver and did  
then and there deliver to the said Ignatz Weiss a large  
sum of money, to wit: the sum of *one dollar and*

POOR QUALITY  
ORIGINAL

0566

*seventy cents* — lawful money of  
the United States and of the value of *one dollar*  
*and seventy cents* of the proper moneys,  
valuable things, goods, chattels and personal property  
and effects of the said Fowler Manufacturing Company  
Limited; and the said Ignatz Weiss did then and there  
feloniously receive and obtain the said sum of money, to  
wit, the sum of *one dollar and seventy cents*  
from the said Fowler Manufacturing Company Limited of the  
proper moneys, valuable things, goods, chattels and  
personal property and effects of the said Fowler Man-  
ufacturing Company Limited, by means of the false pre-  
tenses and representations aforesaid, with intent felo-  
niously to cheat and defraud the said Fowler Manufac-  
turing Company Limited of the said sum of *one dollar*  
*and seventy cents*; that in fact  
and in truth the pretenses and representations so made  
as aforesaid by the said Ignatz Weiss to the said Fowler  
Manufacturing Company Limited was and were in all re-  
spects utterly false and <sup>un</sup>true; that in truth and in fact  
the said Ignatz Weiss well knew the said pretenses and  
representations as by him made as aforesaid to the said  
Fowler Manufacturing Company Limited to be utterly false  
and untrue at the time of making the same.

That the said Ignatz Weiss by means of the  
false pretenses and representations aforesaid, felon-  
iously, unlawfully, falsely, knowingly and designedly  
did receive and obtain from the said Fowler Manufac-  
turing Company Limited, the said sum of *one dollar*



**POOR QUALITY  
ORIGINAL**

0567

*and seventy cents* of the value of *one*  
*dollar and seventy cents* of the proper moneys, valuable  
things, goods, chattels, and personal property and effects  
of the said Fowler Manufacturing Company Limited, with  
intent feloniously to cheat and defraud the said Fowler  
Manufacturing Company Limited of the same.

Taken, subscribed and sworn to:  
before me this                      day :  
of August 1907.                      :

**POOR QUALITY  
ORIGINAL**

0568

George

2

Wain

Wainwright

POOR QUALITY  
ORIGINAL

0569

District Attorneys Office.  
City & County of  
New York.

People  
vs  
Isaiah Weiss

Memoranda



POOR QUALITY  
ORIGINAL

0570

May 28th, 1886. 25 M

MONEY MUST NOT BE PAID UNLESS ORIGINAL CONTRACT IS PRESENTED.

New York, 7/10 1887

Received of Fowler Manufacturing Co., Limited,

This day under a bargain for the sale thereof, one 40 x 70 Spring Mattress No. 13617 for which I promise and agree to pay the sum of Dollars in installments of Dollars per week until the whole is paid. And I do hereby charge my separate estate with payment of same.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Mattress shall remain the property of said FOWLER MANUFACTURING CO., LIMITED, and that no title thereto shall be acquired by or vested in me, until said installments are all fully paid; and in case of failure to make any of said payments promptly, I agree to surrender said Mattress, without process of law, and said FOWLER MANUFACTURING CO., LIMITED, or their agent, is authorized to enter my premises, and take and remove said Mattress, and retain any and all sums paid by me, as a reasonable charge for the rent or use of the same.

And I also agree not to remove said Mattress from the premises I now occupy, without first notifying said FOWLER MANUFACTURING CO., LIMITED, in writing, nor without their consent.

And I also aver that there is no contract, agreement or understanding, verbal or otherwise, between myself and said FOWLER MANUFACTURING CO., LIMITED, or their agent or salesman, in reference to the said Spring Mattress, except that which is expressed in this Lease.

Witness:

O

Residence,

Place of Business,

near Broadway

FOWLER MANUFACTURING CO., LIMITED,

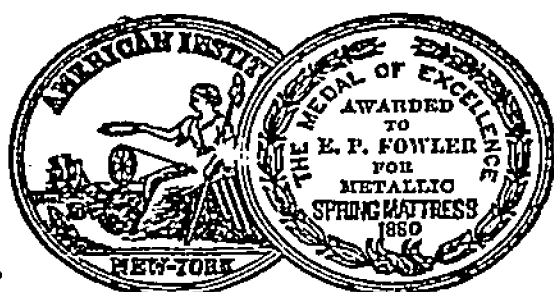
MANUFACTURERS OF

FOWLER'S ADJUSTABLE ROLLING SPRING MATTRESS.

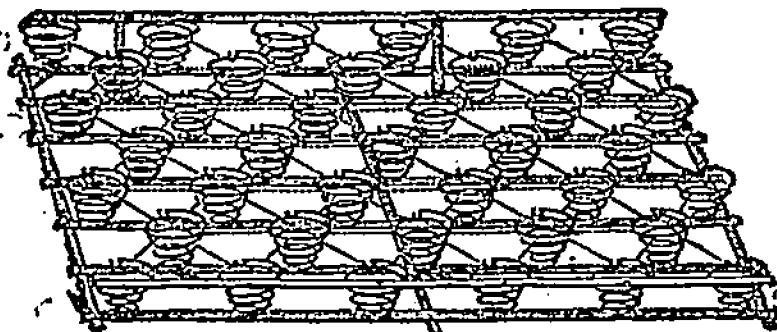
Principal Office, Nos. 548 & 550 West 23rd Street, New York.

**POOR QUALITY  
ORIGINAL**

0571



Ready for Use.



Rolled up for Transportation.

### PRICE-LIST.

#### BAND BEDS. Patented 1877.

- 5 Strip, made to fit Bedsteads from 2 ft. 8 in. to 3 ft. 2 in. wide, \$7.50
- 6 Strip, made to fit Bedsteads from 3 ft. 4 in. to 3 ft 8 in. wide, 9.00
- 7 Strip, made to fit Bedsteads from 3 ft. 10 in. to 4 ft. 2 in. wide, 10.50
- 8 Strip, made to fit Bedsteads from 4 ft. 4 in. to 4 ft. 10 in. wide, 12.00
- 9 Strip, made to fit Bedsteads from 5 ft. 0 in. to 5 ft. 4 in. wide, 13.50

#### ADJUSTABLE "CROWN" BEDS.

Patented 1882.

- 5 Strip, will fit ANY Bedstead from 32 in. to 38 in. wide, \$7.50
- 6 Strip, will fit ANY Bedstead from 40 in. to 44 in. wide, 9.00
- 7 Strip, will fit ANY Bedstead from 46 in. to 50 in. wide, 10.50
- 8 Strip, will fit ANY Bedstead from 52 in. to 56 in. wide, 12.00
- 9 Strip, will fit ANY Bedstead from 58 in. to 62 in. wide, 13.50

Lease No.

22481

Order Book

pg. 900

Murphy  
Prince of  
near Broadway  
Astoria, OR

Jan 23

Paid

50V  
50V

8/2 No. 2 each 1 share  
and pay by 10 sections  
near Broadway

X

270  
100  
170

I. WEIS  
441 EAST 14th  
NEW YORK

40X

POOR QUALITY  
ORIGINAL

0572

FOWLER MANUFACTURING CO., LIMITED,  
MANUFACTURERS OF AND DEALERS IN  
FOWLER'S ADJUSTABLE ROLLING SPRING MATTRESS,  
CLOTHES WRINGERS, ETC.

Principal Office, Nos. 548 & 550 West 23d Street, New York.

June 10, 1887. 10 M.

MONEY MUST NOT BE PAID UNLESS ORIGINAL CONTRACT IS PRESENTED.

*People's Clock*  
Received of Fowler Manufacturing Co., Limited,

This day under a bargain for the sale thereof, one *one* CLOCK,  
No. *6218* for which I promise and agree to pay the sum of  
DOLLARS in installments of FIFTY CENTS per week until the whole is paid. And I do hereby charge  
my separate estate with payment of same.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Clock shall remain the property of said  
FOWLER MANUFACTURING CO., LIMITED, and that no title thereto shall be acquired by or vested in me, until said installments  
are all fully paid; and in case of failure to make any of said payments promptly, I agree to surrender said Clock without process of  
law, and said FOWLER MANUFACTURING CO., LIMITED, or their agent, is authorized to enter my premises, and take and  
remove said Clock, and retain any and all sums paid by me, as a reasonable charge for rent or use of the same.

And I also agree not to remove said Clock from the premises I now occupy, without first notifying said FOWLER  
MANUFACTURING CO., LIMITED, in writing, nor without their consent.

And I also aver that there is no contract, agreement or understanding, verbal or otherwise, between  
myself and said FOWLER MANUFACTURING CO., LIMITED, or their agent or salesman, in reference  
to the said Clock, except that which is expressed in this Lease.

Witness: *Indol*

O

Residence, *Brooklyn near 1st*

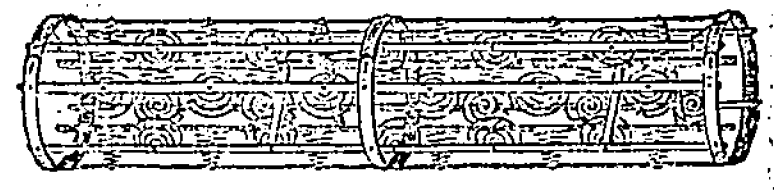
Place of Business, *Astoria Ore*



**POOR QUALITY  
ORIGINAL**

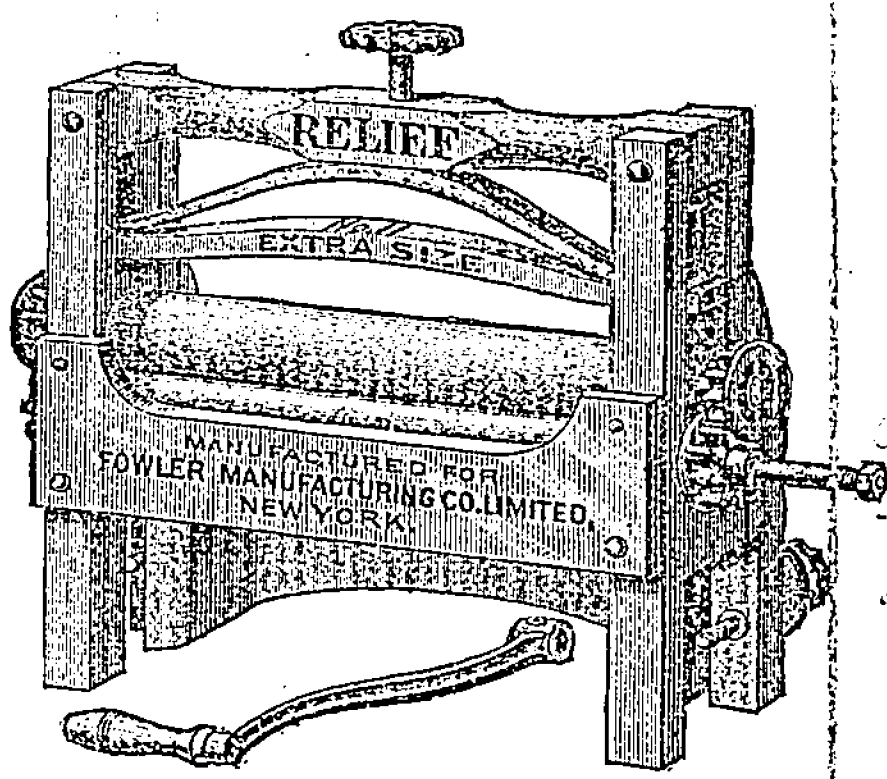
0573

Fowler Manufacturing Co.,  
(LIMITED.)  
MANUFACTURERS OF  
FOWLER'S  
ADJUSTABLE ROLL-UP  
SPRING MATTRESS.

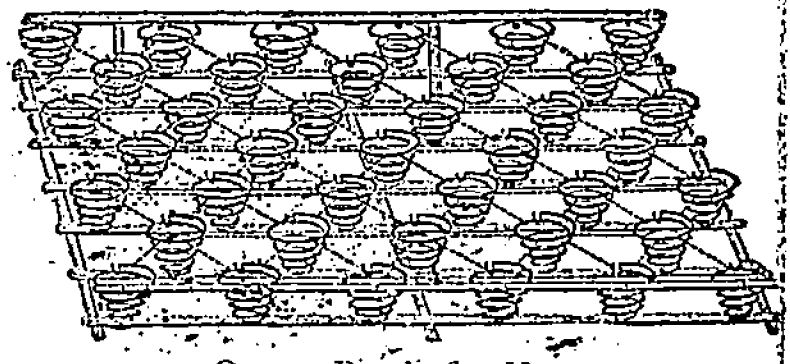


Rolled up for Transportation.

DEALERS IN  
CLOTHES WRINGERS,  
FLUTING MACHINES, CARPET SWEEPERS,  
AND SMYRNA RUGS.



The above cut represents the latest improved and best  
Wringer in the market. Rolls 11 inches long.



Open—Ready for Use.

We warrant both our Beds and  
Wringers.

Lease No.

22560

1722

Mc Cana Mc Cana  
Broadway  
near Fletcher  
Atlanta Ga

Verified.

Paid

St. Louis, Mo.  
Wm. H. H. H.  
The B. Co.

I. WEISS,  
441 EAST 14th STREET,  
NEW YORK.  
Box.

POOR QUALITY  
ORIGINAL

0574

FOWEER MANUFACTURING CO., Limited.  
Nos. 548 & 550 West 23rd Street,  
NEW YORK.

G. M. CRAM, PRESIDENT,  
S. H. MILLS, JR., SEC. & TREAS.

*Mills & Sons* *Fowler Manufacturing Co*

In re:- Ignatz Weiss

1887.

Cornelius D. Van Buskirk to testify to receiving report from Weiss and computing commission due Weiss on same, also corroborating Samuel H. Mills Jr. as to Weiss' Statement that the particular sale in question had been duly verified by said Weiss.

Samuel H. Mills Jr. to testify as to Statement of Weiss that the particular sale in question had been duly verified by said Weiss, and such Statement being the basis on which commission was paid to Weiss.

William W. Ladd to testify as to the payment of Commission to Weiss.

Lawrence Siebert to testify that he was approached by Weiss who stated

*Siebert will testify will correct def.*

to him that 18 or 20 Sales reported by Weiss as having been made in Astoria were not to be found there, and as to the fact of the effort by Weiss to have Siebert conceal the knowledge of such false report from the Co: he (Siebert) being the Co's collector in that district. Also to testify to the fact that after dilligent search in company with Benjamin T. Mac Donald he was unable to find the person named in such sale at the address given.

Benjamin T. Mac Donald to corroborate Siebert as to the search and failure to find the person named in such sale at the address given.

**POOR QUALITY  
ORIGINAL**

0575

Calvin M. Cram to corroborate testimony as to Statement of verification  
of the sale in question.



POOR QUALITY  
ORIGINAL

0576

People  
to  
Gandy  
Bent  
People  
2  
People's Workshop

**POOR QUALITY  
ORIGINAL**

0577

*Loftis & Co*

S U P P L E M E N T made this 23rd day of June A.D. 1887 to an agreement and supplements bearing dates the 3rd day of January A.D. 1887 the 9th day of March A.D. 1887 and the 11th day of April A.D. 1887 respectively, between the Fowler Manufacturing Company, Limited, of the City, County and State of New York, as party of the first part and Ignatz Weiss, of the City, County and State of New York, as party of the second part, which agreement and supplements are hereto annexed. WITNESSETH.

W H E R E A S the said party of the second part is desirous of making sales outside of the City of New York and in the village of Peekskill, County of Westchester, State of New York, under and in accordance with the agreement and supplements hereinbefore referred to.

N O W T H E R E F O R E for and in consideration of ONE DOLLAR each to the other paid, the receipt of which is hereby acknowledged,

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

That the party of the second part shall be permitted to make sales outside of the City of New York, in particular in the village of Peekskill, County of Westchester, State of New York and not elsewhere, the village of Haverstraw excepted, under and in accordance with all of the terms conditions and stipulations of said agreement and supplements, bearing date the 3rd day of January A.D. 1887, the 9th day of March A.D. 1887, and the 11th day of April A.D. 1887.

**POOR QUALITY  
ORIGINAL**

0578

2

That nothing herein contained shall impair, modify or effect the terms and conditions of said original agreement, bearing date the 3rd day of January A. D. 1887, except as the same are herein expressly stipulated, modified or altered.

IN PRESENCE OF-

*Henry Herrel*

*Henry Herrel as to*

Fowler Manufacturing Co. Limited.

*By B. H. Oran* Pres't

*Ignatius Weip*



**POOR QUALITY  
ORIGINAL**

0579

S U P P L E M E N T made this 18th day of April A. D. 1887 to an agreement and supplements bearing dates the 3rd day of January A. D. 1887, the 9th day of March A. D. 1887 and the 11th day of April A. D. 1887 respectively, between the Fowler Manufacturing Company, Limited, of the City, County and State of New York, as party of the first part and Jgnatz Weiss, of the City, County and State of New York, as party of the second part\* WITNESSETH.

W H E R E A S the said party of the second part is desirous of making sales outside of the City of New York and in the village of Haverstraw, County of Rockland, State of New York, under and in accordance with the agreement and supplements hereinbefore referred to.

N O W T H E R E F O R E for and in consideration of ONE DOLLAR each to the other paid, the receipt of which is hereby acknowledged,

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

That the party of the second part shall be permitted to make sales outside of the City of New York, in particular in the village of Haverstraw, County of Rockland, State of New York and not elsewhere, under and in accordance with all of the terms conditions and stipulations of said agreement and supplements, bearing date the 3rd day of January A. D. 1887, the 9th day of March A. D. 1887 and the 11th day of April A. D. 1887.

2

IN PRESENCE OF-

Fewler Manufacturing Co. Limited.

Edw. Buckner

*Sybil Pearce* Pres't.

Stm. Ladd & Co. - General Weir  
James H. Hays

**POOR QUALITY  
ORIGINAL**

0581

5

S U P P L E M E N T made this 11th day of April  
A. D. 1887 to an agreement bearing date the 3rd day of January  
A. D. 1887 between the Fowler Manufacturing Company, Limited, of  
the City, County and State of New York as party of the first  
part and Jgnatz Weiss, of the City, County and State of New  
York, as party of the second part, WITNESSETH,

W H E R E A S the parties hereto are desirous of  
adding the sale of Lace Curtains and Lace Bed Sets to the  
line of Merchandise enumerated in said articles of agreement  
bearing date the 3rd day of January A. D. 1887

N O W T H E R E F O R E for and in consideration  
of ONE DOLLAR each to the other paid, the receipt of which is  
hereby acknowledged,

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

To add Lace Curtains and Lace Bed Sets to the ar-  
ticles of Merchandise enumerated in said articles of agree-  
ment of the 3rd day of January A. D. 1887; and

That the same commission and all of the terms, con-  
ditions and stipulations governing the rugs referred to in  
said agreement of January 3rd, A. D. 1887 shall in like manner  
apply, govern and pertain to said Lace Curtains and Lace Bed  
Sets with the exception of prices.

That all of the terms and conditions of said  
original agreement of January 3rd, A. D. 1887 shall apply and  
pertain to said Lace Curtains and Bed Sets herein named,  
except as herein expressly modified; and



**POOR QUALITY  
ORIGINAL**

0502

2

That nothing herein contained shall impair, modify or effect the terms and conditions of said original agreement bearing date the 3rd day of January A. D. 1887 except as the same is herein expressly stipulated, modified or altered.

IN PRESENCE OF -

*Edw Buskirk*

~~Powell Manufacturing Co. Limited.~~

By O. H. Orin Pres't

Spring, 1845. - Gen. W. C. C.

**POOR QUALITY  
ORIGINAL**

0583

When subject line contains word "WORTH"



**PRICE LIST**

**CLOCKS.**

	Installment	Spot Cash.
8 Day Mantel Alarm	\$ 8.00	\$ 7.00
8 Day Mantel Strike	7.50	6.50
8 Day Parlor	15.00	13.00
Office, Time Calendar	9.00	8.00
Office, Time Calendar Strike	10.00	8.50
Regulator, Time	12.00	10.50
Regulator, Time Calendar	13.00	11.50

10 per cent discount from installment prices if paid in 30 days.

	Installment	Spot Cash.
No. 11 Relief Wringers	\$ 7.50	\$ 7.00

**RUGS.**

	Installment.	Spot Cash.
Size 36 x 72	\$10.00	\$ 8.50.
Size 30 x 60	7.00	6.00
Size 26 x 54	6.00	5.00

10 per cent discount from installment prices if paid in 30 days.

**CLOCK ORNAMENTS.**

	Installment	Spot Cash.
Female Figure	\$ 3.00	\$ 2.75
Horse Ornament	2.00	1.75

	Installment	Spot Cash
Morning Glory Sweepers	\$ 3.50	\$ 2.50
DIAMOND DRESS FORMS.		
Installment	Thirty Days	Spot Cash
\$ 5.50	\$ 5.00	\$ 4.50
To Jgnatz Weiss.		

**POOR QUALITY  
ORIGINAL**

0584

SUPPLEMENT made this 9th day of March A. D. 1887 to  
an Agreement bearing date the 3rd day of January A. D. 1887  
between the Fowler Manufacturing Company, Limited, of the City  
County and State of New York as party of the first part and  
Jgnatz Weiss of the City, County and State of New York as  
party of the second part. WITNESSETH.

WHEREAS the said parties hereto are desirous of  
adding the sale of Bed-spreads ~~or~~ quilts to the line of  
merchandise enumerated in said articles of Agreement bearing  
date the 3rd day of January A. D. 1887:

NOW THEREFORE for and in consideration of ONE DOL-  
LAR each to the other paid, the receipt of which is hereby  
acknowledged,

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

To add Bed-spreads or quilts to the articles of  
Merchandise enumerated in said articles of Agreement of the  
3rd day of January A. D. 1887; and

That the same commission and all of the terms, con-  
ditions and stipulations governing the Rugs referred to in  
said Agreement of January 3rd, 1887, shall in like manner  
apply, govern and pertain to said Bed-spreads or quilts

That all of the terms and conditions of said  
original agreement of January 3rd A. D. 1887 shall apply and  
pertain to said Bed-spreads and quilts herein named except  
as herein expressly modified; and



POOR QUALITY  
ORIGINAL

0585

of 1881 A.D. to read and stand as amended  
SUBSTITUTION MADE THIS 21st DAY OF JANUARY A.D. 1887

2

That nothing herein contained shall impair, modify  
or effect the terms and conditions of said original agree-  
ment bearing date the 3rd day of January A.D. 1887 except as  
the same are herein expressly stipulated, modified or altered

IN PRESENCE OF-

*Henry Herub*  
*Wm. H. H. H.*

Fowler Manufacturing Co. Limited.

*By W. H. H. H.* Pres't.  
*Ignatius H. H.*

**POOR QUALITY  
ORIGINAL**

0586

WITNESSETH that the said party of the first part has executed the foregoing instrument of writing and the same is a true and correct copy of the original thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal of office at the City of New York, this 3rd day of January, A.D. 1887.

WITNESSETH that the said party of the second part has executed the foregoing instrument of writing and the same is a true and correct copy of the original thereof.

5

ARTICLES OF AGREEMENT made this 3rd day of January A.D. 1887 between the Fowler Manufacturing Company, Limited, of the City, County and State of New York, known herein as party of the first part and Ignatz Weiss of New York City, State of New York, known herein as the party of the second part, WITNESSETH:

WHEREAS the said party of the first part is desirous of having the said party of the second part act as its agent in the sale of its Fowler Adjustable Spring Mattresses manufactured by it, of Clothes Wringers, Fluting Machines, Clocks, Clock Figures, Rugs, Carpet Sweepers and Dress Forms dealt in by it, in a Branch office in the City of New York,

NOW THEREFORE, for and in consideration of the sum of ONE DOLLAR each to the other paid, the receipt whereof is hereby acknowledged, and of the covenants hereinafter to be performed by the party of the second part

THE PARTY OF THE FIRST PART AGREES:

To appoint and doth hereby appoint the said party of the second part as agent in the City of New York to sell personally and through sub-agents for and upon account of the party of the first part its Fowler Adjustable Spring Mattresses, Clothes Wringers, Fluting Machines, Clocks, Clock Figures, Rugs, Carpet Sweepers and Dress Forms in a Branch Office to be established subject to its approval in the City of New York and not elsewhere.

To furnish to the party of the second part all necessary circulars, cards and printed forms for the transaction of

0507

VERBAL PROPOSITION: VERB PHASE:  $\{1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100\}$

2008年12月15日

[illegible][illegible]

**Abstract**



POOR QUALITY  
ORIGINAL

0588

IN WITNESS WHEREOF the party of the second part has hereunto set his hand and seal of office at the City of New York, this 1st day of January, 1900.

3

or upon his authorization.

THE PARTY OF THE SECOND PART AGREES:

To open and maintain from the date hereof a Branch Office for the sale of the goods of the party of the first part herein referred to, and to energetically and faithfully prosecute the sale thereof personally and through sub-agents; said Branch Office to be located in such locality in the City of New York as the party of the first part may confirm and approve of.

To not during the ~~term~~ <sup>time</sup> of this agreement, either directly or indirectly, sell, procure orders for the sale, or recommend or be in any wise concerned or engaged in the sale or recommendation, either on his own account or for any other person or persons, public company or Corporation of any Metallic Spring Mattress, Clothes Wringer, Fitting Machine, Clock, Clock Figure, Rug, Carpet Sweeper or Press Form save only for the benefit of the party of the first part ~~hereunder~~ <sup>here</sup>.

To be responsible for and pay all and any salaries to his employees, commissions to his agents, rent and all expenses whatsoever in conducting his business hereunder.

To be responsible for all acts of his employees and agents in conducting his business hereunder.

To make all sales of goods at the prices and terms fixed from time to time and conduct his business hereunder in conformity with the rules and directions of the party of the first part upon being notified thereof.

To make all installment contracts of sale duly upon

**POOR QUALITY  
ORIGINAL**

0589

forms furnished by the party of the first part.

To not collect more than the first payment upon sales hereunder unless specially authorized thereto.

To report in person to the Main Office of the party of the first part at least once each week and oftener if required, with all sales made and moneys collected hereunder.

To account for and pay over to the party of the first part, by or before Saturday in every week, all sums of money collected by, through or under him upon all cash and installment sales and collections hereunder.

To not permit Spring Mattresses to remain on trial longer than THREE WEEKS.

To not place any Clothes Wringers, Fluting Machines, Clocks, Clock Figures, Rugs, Carpet Sweepers or Dress Forms out on trial. To be responsible for all Spring Mattresses, Clothes Wringers, Fluting Machines, Clocks, Clock Figures, Rugs, Carpet Sweepers and Dress Forms delivered him or upon his orders or authorization hereunder until they have been sold and until a second payment is made by the customer under a contract of sale of the same, and in case of loss during said period to pay to the party of the first part FORTY FIVE PER CENT of its installment prices for such articles.

To pay to the party of the first part every Saturday in every week an amount equal to the difference between one-half the payments made by the customers on all such installment contracts of Spring Mattresses, and the commission paid or credited him hereunder, in all cases where Spring Mattresses are returned or repossessed by the party of the first part before an amount shall have been paid and collected

**POOR QUALITY  
ORIGINAL**

0590

PERSONAL AND NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE

TO THE EXTENT OF THE LAW, THE PARTIES HERETO HAVE AGREED THAT THE

ENTIRE AGREEMENT BETWEEN THEM IS CONTAINED IN THE FOLLOWING

equal to the commissions herein provided to be paid.

To pay to the party of the first part every Saturday in every week an amount equal to the difference between the payments made by the customer on all such installment contracts of Clothes Wringers, Fluting Machines, Clocks, Clock Figures, Rugs, Carpet Sweepers and Dress Forms and the commission paid or credited him hereunder in all cases where such articles are returned or repossessed before an amount shall have been paid and collected from the customers equal to the commission hereunder provided to be paid.

To keep just and true books of account showing the disposition of all such goods and of all collections thereon which are to be subject to the inspection of the officers of the party of the first part at all times, or to the inspection of any party duly authorized thereto by the party of the first part.

IT IS MUTUALLY AGREED AND UNDERSTOOD:

That any discount or prices on sales hereunder meeting with the approval of the party of the first part shall be deducted at the time such discounts are made from the commissions respectively herein fixed to be paid.

That all goods, articles and things delivered under this agreement shall remain the property of the party of the first part until fully paid for, and that the party of the first part has the right to take possession of any and all goods, articles and things whatsoever delivered hereunder, and of any and all contracts of sale in the hands of the party of the second part when deemed expedient by the party of the first part.



**POOR QUALITY  
ORIGINAL**

0591

That the party of the second part at the end or other expiration of this agreement, or when thereunto required by the party of the first part, will duly account for, pay, hand over and deliver to said Company all moneys, securities for money, goods, articles and things whatsoever belonging to or collected or received by him on its account or committed to his care for its use.

That upon the termination of this agreement the party of the second part shall from time to time upon demand pay to the party of the first part such sums of money as shall become due to the party of the first part by reason of charges back of commissions as herein provided on goods re-possessed.

That this agreement shall continue in force for and during the period of six months from the date hereof and thereafter until the expiration of a months notice in writing to be given by either party to the other to determine the same.

IN WITNESS WHEREOF the party of the first part has hereunto set its corporate name by C. M. Cram its President, and the party of the second part has hereunto set his individual name the day and year first above written.

IN PRESENCE OF-

*Wm. H. Luddy*  
*Thos. A. Powell*

Fowler Manufacturing Co. Limited.

*R. B. Mearns*  
*Ignatius Weir*

POOR QUALITY  
ORIGINAL

0592

Dated January 3, 1887.

Fowler Mfg. Co., Limited

and

Sgnatz Weiss

Agreement.

243

COURT OF GENERAL SESSIONS OF THE PEACE  
Of the City and County of New York

-----X  
The People of the State of New York

--Against--

I G N A T Z    W E I S S  
-----X

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK,  
by this indictment, accuse Ignatz Weiss of the crime of  
petit larceny, committed as follows:

Heretofore, to wit: on the twenty-third day of July  
in the year of our Lord one thousand eight hundred and  
eighty-seven, the said Ignatz Weiss, late of the City of  
New York, in the County of New York aforesaid, was employed  
by a certain corporation called the Fowler Manufacturing  
Company (limited) under a written contract to sell on  
their behalf in consideration of cash payments or pay-  
ments by instalments goods of the said corporation for  
the making, negotiating and procuring of which sales, he  
the said Ignatz Weiss, by the terms of the said contract,  
was entitled to receive from the said corporation a  
certain commission upon the agreed purchase price of  
said sales.

And the said Ignatz Weiss with intent to deprive and  
defraud the said corporation of the proper moneys, goods,  
chattels and personal property hereinafter mentioned, and  
of the use and benefit thereof, and to appropriate the  
same to his own use, afterwards, to wit: on the said



IV

twenty-third day of July in the year aforesaid, at the  
City and County aforesaid, with force and arms feloniously  
and fraudulently did falsely pretend and represent to the  
said corporation, that he, the said Ignatz Weiss, had ~~then~~  
~~the said day~~ <sup>negotiated</sup> and procured on behalf of the  
said corporation a sale of a certain ~~clock~~ <sup>quantity of material</sup> designated as  
number ~~6119~~ <sup>13674</sup> the property of the said corporation, to a  
person of the name ~~McCane~~ <sup>McCane</sup> that he the said Ignatz Weiss,  
had ~~on the said day~~ delivered to the said person of the  
name McCane the said ~~clock~~ <sup>quantity of material</sup> under a bargain for the sale  
thereof, for which the said ~~McCane~~ <sup>McCane</sup> had promised and  
agreed to pay the sum of ~~one hundred and~~ <sup>nine</sup> dollars in instal-  
ments of ~~fifty cents per week~~ until the whole was paid;  
that the said ~~McCane~~ <sup>McCane</sup> then resided on ~~Broadway~~ <sup>Queens Street</sup> near ~~Hell~~  
~~Gate~~ <sup>Queens</sup> in Astoria, being in the City of Long Island City, in  
the County of Queens, in the said State of New York, and  
that by reason of the negotiating and procuring of the  
said sale, he the said Ignatz Weiss, was then and there  
justly entitled to receive from the said corporation as  
his commission therefor under the said contract, the sum  
of ~~two~~ <sup>one</sup> dollars and ~~ninety~~ <sup>ninety</sup> cents, in money.

And the said corporation then and there believing the  
said false and fraudulent pretenses and representations  
so made as aforesaid by the said Ignatz Weiss and being  
deceived thereby, was induced by reason thereof to de-  
liver and did then and there deliver to the said Ignatz  
Weiss the sum of ~~two~~ <sup>one</sup> dollars and ~~ninety~~ <sup>ninety</sup> cents, in money

lawful money of the United States and of the value of <sup>one</sup> ~~two~~ dollars and <sup>ninety</sup> ~~ninety~~ cents, of the proper moneys, goods, chattels and personal property of the said corporation; and the said Ignatz Weiss did then and there feloniously receive and obtain the said sum of money of the proper moneys, goods, chattels and personal property of the said corporation from the possession of the said corporation, ~~fraudulently and by the aid of the said corporation~~ <sup>with intent to deprive and defraud the said corporation</sup> 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 Ignatz Weiss had not ~~on the said last mentioned day~~ <sup>then and there</sup> negotiated and procured a sale of the said ~~clock~~ <sup>machine</sup> on behalf of the said corporation to any person of the name ~~McCane~~ <sup>McCane</sup> and had not on the said day delivered the said ~~clock~~ <sup>machine</sup> to the said person of the name ~~McCane~~ <sup>McCane</sup> under a bargain for the sale thereof, and the said ~~McCane~~ <sup>McCane</sup> had not promised and agreed to pay the sum of ~~seventeen~~ <sup>nine</sup> dollars for the same in ~~instalments of fifty cents per week~~ <sup>instalments</sup> until the whole was paid, and the said ~~McCane~~ <sup>McCane</sup> did not then reside on ~~Broadway~~ <sup>Broadway</sup> near ~~Hall Gate~~ <sup>Hall Gate</sup> in Astoria in said city of Long Island City.

And, whereas in truth and in fact, he the said Ignatz Weiss was not then and there justly entitled to receive from the said corporation the said sum of <sup>one</sup> ~~two~~ dollars and <sup>ninety</sup> ~~ninety~~ cents in money, or any sum of money whatsoever as a commission for the procuring and negotiating of such sale.

And, whereas in truth and in fact all the pretences and representations aforesaid, so made as aforesaid by the said Ignatz Weiss to the said corporation were then and there in all respects utterly false and untrue, as he the said Ignatz Weiss at the time of making the same then and there well knew.

And so the Grand Jury aforesaid do say, that the said Ignatz Weiss in the manner and form aforesaid and by the means aforesaid, the said moneys, goods, chattels and personal property of the said corporation 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.

*John A. Fellows,*

District Attorney.



POOR QUALITY  
ORIGINAL

0597

Witnesses:

*John H. Miller*

*H. F. McDermott*

Counsel,

Filed *23* day of *January* 188*8*

Pleads, *Not guilty with intent*

THE PEOPLE

vs.

*Ignatz Weiss*

*(Bremer)*

JOHN R. FELLOWS,

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

*Edmund J. [Signature]*

Foreman.

*John H. Miller*  
*106 [Signature]*  
*909 [Signature]*

*297* *Murphy*

*Leahy*

[Sections 628, 58 2, Penal Code].

*Grand Larceny*

Gunning S. Bedford Esq.

Dear Sir:--

In re; Ignatz Weiss and referring to our conversation relating thereto Thursday morning, I desire in order to facilitate the trial of the case, and that you may be correctly informed of the facts, to place the following before you for your consideration

I. Weiss was employed by this Company under contract in writing, to sell personally and through sub-agents goods belonging to this Co., and delivered to Weiss at his request; and for the making of such sales, said Weiss was to receive a stated commission

II In the transactions growing out of said contract the only person or agent known to this Co. was Ignatz Weiss; any sub-agents employed by him being his servants and employees.

III The said Contract provided that Weiss was to conduct his business thereunder in conformity with the rules and directions of the Co. upon being notified thereof. Acting under such provision notice of which the following is a copy was duly served on Weiss;--

May 10, 1887

"Mr. I. Weiss-- Dear Sir:-- From this date  
"every lease you turn in to Main Office must  
"be verified by your Office before we pay com-  
"mission thereon, with the initials of the  
" party verifying appearing on each lease.  
"Yours truly, C. M. Cram, Prest. "

IV On the 23rd day of July 1887 I, as Treasurer of the Co., refused to pay Weiss commission on sales submitted that day, on account of his failure to adhere to the instructions given in regard to verifying sales; and he then and there stated that all leases or conditional contracts of sale upon which appeared the letter "O", stamped thereon with a rubber stamp, had been verified by him personally and were correct and bona fide sales. And upon such statement made to me in the presence of witness, and believing the same to be true, I ordered the commission credited and paid to Weiss on such sales.

VB Between the 25th & 30th of July 1887, Weiss approached our collector for the Astoria District, and stated in substance that there were 18 or 20 sales which had been reported to the Co. as in Astoria, and for which conditional contracts of sale had been delivered by said Weiss to the Co., and which were bogus and wanted collector to conceal the fact from the Co.; and upon the collector informing the Co. of such fact, the Co. sent for Weiss, and in an interview had with him he reiterated his previous statement that the contracts of conditional sale referred to, had been by him personally verified, and that he knew them to be bona fide contracts and sales. The contracts referred to being those delivered by



**POOR QUALITY  
ORIGINAL**

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3

Weiss to the Co. on the 23rd day of July 1887  
and in number about 16.

VI The Co. thereupon sent two men to investigate  
these sales, who after diligent search and in-  
quiry, were unable to find any of the parties  
referred to, and to whom Weiss stated that  
goods had been sold and such sales duly veri-  
fied by him. Warrants were then procured in  
two cases of which you have knowledge.

VII The charge is obtaining money by false preten-  
ses--Weiss stating that he personally had ver-  
ified the sales, and using such statement  
which the Co. accepted in good faith, to proe  
cure the payment of commission to him; whereas  
he could not have verified the same for the  
reason that the parties could not be found at  
the address given.

All of the above facts we shall be able to prove by the  
witnesses, a list of whom with a synopsis<sup>of</sup> testimony was  
handed to you~~handed~~ on Thursday morning.

From our knowledge of the case, it may not be impertinent  
to outline what the probable defence will be--viz:--

I That the actual sale and delivery of the goods  
was made by an agent of Weiss, who turned in  
the contract of sale to him and which he ac-  
cepted in good faith from such agent, and con-  
sequently if any fraud was perpetrated it was  
by such agent. Such a defence does not ap-  
ply to the case for the reason that we claim

*Defence*

**POOR QUALITY  
ORIGINAL**

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4

that Weiss obtained the payment of Commission on his statement that he had personally verified the sale. Consequently it seems to us Weiss must either admit that he did not verify the sale or prove that he did, and produce the party to whom the sale was made.

II That admitting that the sale was bogus or lost it was required of the Co. to return such contract of sale to Weiss, in order that he might find it and being unable so to do, the Co. should charge to his account the price of the goods and the commission paid him. There is no obligation on the part of the Co. to do so, and in view of Weiss' statement to collector in relation to these sales, the fact of the Co. having previously charged Weiss with the goods and commission on sales of a similar character, which the Co. were led to believe occurred without the knowledge and connivance of Weiss, will not in anywise pertain to this case. Further than this, immediately after the knowledge of the attempt by Weiss to corrupt the Co's collector in relation to these cases, the Co. brought them to Weiss' notice and he assured us they were bona fide sales.

III That our remedy was civil and not criminal Weiss having given a bond to the Co. to secure it against loss, As to this we have to say that a crime had been committed on the 23rd

**POOR QUALITY  
ORIGINAL**

0602

5

day of July 1887 wherein Weiss had by fraudulent representations secured payment on some 16 sales of commission to the amount of some \$33. each of which fraudulent sales was a distinct crime. And Weiss further sought by such fraudulent representations to relieve himself of the responsibility of the goods which had previously been delivered to him at his request, the value of which is some \$160. As to his bond we would say that investigation has proven it worthless and one of straw-- (see records N. Y. Supreme Court The Seventh Ward Natl. Bank of N. Y. ~~VS~~:Max Von Angern wherein the same bondsman was on bond of defendant and subsequently confessed guilty of perjury in the giving of such bond and sentenced June 27th 1887 to Sing Sing prison for 4 years and 6 months.)

Whether Weiss had knowledge of the character of the bond when he delivered the same to us, we have not been able as yet to determine, although we think he had.

The particular cases now before the Court involve small amounts it is true, but the aggregate of all such cases which have been put upon the Co. by Weiss together with the goods which have been delivered by the Co. to Weiss at his request and for which he has failed to account for or re-deliver to the Co. the proceeds of which he has evidently appropriated to his own use, amounts to about \$1500; and



**POOR QUALITY  
ORIGINAL**

0603

6

his business as it now appears in the light of information brought out in our investigations since August 1, 1887 shows a deliberate scheme continuously pursued to defraud us. You will pardon the length to which we have felt constrained to go in order to lay this case before you.

*Very respectfully yours*

Fowler Manufacturing Co. Boston

*Sam. H. Wells Jr. Treas.*

**POOR QUALITY  
ORIGINAL**

0604

People

or  
copy of map  
Brick

for People

Friday, Dec 9<sup>th</sup>

Dear Mr. Bedford,

In the case against Ignatz Weiss, set down for today, our most important witness for the prosecution is away from the City & will not return for two weeks. This is Mr. St. Mills Jr, Secy of the Fowler Mfg Co, who is personally familiar with the facts of the case & can testify as to conversations he has had with Weiss. We consider it impossible to proceed without him. All our other witnesses are ~~in~~ in Court but we hope the case can be adjourned. I will see you in Court. Yours  
Stewart Chaplin  
for Richard Brown  
40 Wall St.



POOR QUALITY  
ORIGINAL

0606

People  
of  
Gymnastic

L. H. Mills  
Secretary of  
the Rubber  
Manufacturing  
Co

**POOR QUALITY  
ORIGINAL**

0607

FOWLER MANUFACTURING CO., Limited.  
Nos. 548 & 550 West 23d Street,  
NEW YORK.

Dictated

C. M. CRAM, PRESIDENT,  
S. H. MILLS, JR., SEC. & TREAS.

Feb. 16, 1887.

Mr. Mc Dona.

Assistant District Attorney,  
New York.

Dear Sir:--

We regretted very much the adjournment of the Weiss case again on the 10th inst. at the request of his Counsel, being the day fixed by him when he requested previous adjournment. We have been present each time the case has been set down, with 7 witnesses, 5 from the working force of our Office. The "General" comes into Court, looks us over, finding we are there moves for an adjournment, which has been granted him in each instance. These adjournments are evidently prompted by him for the purpose of putting us to all of the inconvenience possible. One of our witnesses we have held in town for this case thus far, and were obliged to hold him a week longer owing to the last adjournment. We hope for your aid and influence with the Judge to prevent another adjournment if an adjournment is requested on the 17th, to which day the case was last adjourned.

Very respectfully yours,

Fowler Manufacturing Co. Limited.

*C. M. Cram* Pres't.



~~1~~ Go over charge of indictment

Parties do not appear this the District Ct., representing  
the dignity of the people

leaves have since all this time: if he had brought the  
woman.

Weir - Testimony twice contradicted - once  
about the inviolable habit of getting around money  
than Green, and the Co Lane a number  
of them

No denial of the fact that he got the money



McCann  
witness

July 23

In re: Ignatz Weiss

Witnesses and synopsis of testimony for the People

Cornelius D. Van Buskirk. (Clerk in the employ of Fowler Manufacturing Co. Limited whose duty is to receive reports of sales and check up same, also to compute the commission due the Agent presenting such report.) To testify to receiving the report from Weiss and that such report contained the items and was accompanied with the contracts of sale purporting to have been made with the parties whose ~~agent~~ names appear on such contracts.

Also that Weiss stated to him that all of such contracts of sale had been verified by said Weiss and that in evidence of such verification he had stamped the letter "O" with a rubber stamp upon such contracts.

Also that before computing the commission to be paid to said Weiss on such sales, that he referred the matter to the Treasurer of the Company and that the said Weiss made the same statement in regard to the verification of said contracts ~~of~~ conditional sale to the said Treasurer in his presence and that the Treasurer instructed him upon such statement to compute the commission due said Weiss on such sales.

William W. Ladd (Bookkeeper and Cashier) To testify to receiving the report of sales of said Weiss after the commission had been computed and to the

Payment

Orth  
Hans

payment of such commission to said Weiss  
Lawrence Siebert (Collector) To testify to being approach-  
ed by said Weiss who stated that a number of sales  
reported by said Weiss could not be found at the ad-  
dresses given, and to the effort on the part of said  
Weiss to enlist his cooperation in concealing such  
fact from the Company. Also that subsequently  
and in company with Benjamin J. Macdonald  
he made diligent search but was unable to  
find the persons referred to in such contracts  
of conditional sale.

Benjamin J. Macdonald (Clerk) To testify that in  
company with Lawrence Siebert he made diligent  
search but was unable to find the persons referred  
to in such contracts of conditional sale.

Frederick  
Lacombe

Samuel H. Mills Jr (Treasurer) To testify to the state-  
ment of said Weiss as to the verification of such con-  
tracts of conditional sale at the time the same were  
presented on the 23<sup>d</sup> day of July 1887. Also that sub-  
sequently upon Lawrence Siebert reporting that he  
had been approached by Weiss, that the President of  
the Company sent for Weiss, and upon informing  
Weiss of such report, that the said Weiss denied  
having approached the said Siebert, and reiterated  
his statement as to personal verification of such  
contracts of conditional sale.

Calvin M. Cram (President) To testify that he sent  
for said Weiss and informed him that the Company  
had information that the said Weiss had stated



sales represented by  
that the contracts of conditional sale referred to could  
not be found at the addresses given; whereupon the  
said Weiss denied making any such statement or  
having approached such collector, and the said  
Weiss further stated that such sales had been by  
him duly verified and were correct and bona fide  
sales.

William Kinsley if required to testify that he was  
with Siebert at the time Weiss approached said Siebert  
but that he did not understand the conversation as  
it was conducted in German; but that he was  
subsequently informed by said Siebert of the pur-  
port of such conversation. ~~At the time of~~  
~~such conversation the only persons present~~  
~~were Kinsley and Siebert and said Weiss.~~  
That he was about 10 or 12 feet from said Weiss  
and Siebert during such conversation and that  
such conversation was conducted in a low  
tone of voice and could not have been overheard  
or understood by any person or persons claiming  
to have been present at that time



Logan

✓ All the contacts - call Recd

✓ #2 <sup>100</sup>/<sub>1000</sub> who's brother

✓ \$22,000 made in or back of house

Max Kolbert

Is that the dolphin handwriting

Max Goldsmith\*

✓ About the conversation who else  
was there. 25<sup>th</sup> 30<sup>th</sup>\*

Sam Ream.  
Employ of Weiss & Koch  
Wesley McLean\*

**POOR QUALITY  
ORIGINAL**

06 13

FOWLER MANUFACTURING CO., Limited.  
Nos. 548 & 550 West 23d Street,  
NEW YORK.

C. M. CRAM, PRESIDENT,  
S. H. MILLS, JR., SEC. & TREAS.

Nov. 18, 1887.

Randolph B. Martine Esq.,  
District Attorney, New York City.

Dear Sir:--

In the matter of Samuel H. Mills Jr. Secretary & Treasurer of the Fowler Manufacturing Co., Limited against Ignatz Weiss for obtaining money under false pretenses and which two cases were before the Grand Jury on the 16th and 17th insts. respectively, I desire to make a correction in the evidence there given in the following particular, viz:--I was asked if I ever demanded the return of the money and answered "yes". Since then having occasion to look over some papers in another matter connected with this Weiss case, I discovered that the demand I had in mind at the time I replied to the question, did not cover these two items and that therefore there was no demand made on Weiss for the return of the money obtained by him under such false pretense.

Briefly stated the case is as follows:-- Ignatz Weiss in the course of business with us, presented on July 23d 1887 some 16 contracts of conditional sale representing goods to the value of \$160 previously delivered to him at his request and for the purpose of selling the same for account of this Company, and stated that the same had been sold on installments and delivered to the parties whose names appeared on said Contracts, and said Weiss further stated that he personally had verified said Contracts and knew them to be bonafide transactions and

**POOR QUALITY  
ORIGINAL**

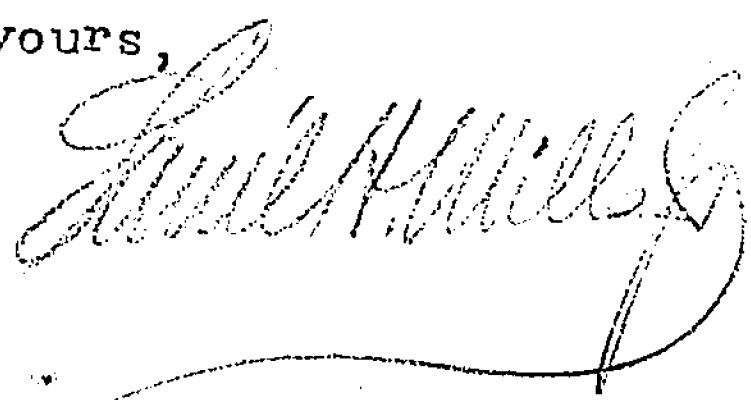
06 14

upon such representation I as Treasurer of the Company ordered commissions paid to said Weiss on such sales, which commissions on the 16 sales amounted to some \$33. A few days later Weiss approached our collector and stated in substance to him that these contracts were bogus and wanted the collector to assist him in keeping the knowledge that the same were bogus from the Company, and upon collector reporting the same to us, we sent for Weiss and in the presence of the President and myself he stated that he had not so approached the collector, and reiterated his statement that he personally had verified such contracts and knew them to be bona fide transactions. Our investigation of the contracts proved them to be bogus and being convinced of a deliberate attempt to defraud us, we placed the matter in our Attorneys hands, the result being the procurement of warrants in two cases upon which Weiss was arrested and held for trial.

I would add that we have since and in closing up Weiss' business with us found evidence of a deliberate system on his part to defraud us the amount thus far reached being in the neighborhood of \$1500--\$1800.

I take this opportunity to lay the matter before you in order that you may determine what may be necessary to correct the error referred to at the beginning of this communication.

Very respectfully yours,





POOR QUALITY  
ORIGINAL

06 15

The People

vs  
Sydney Morris

G.B.

POOR QUALITY  
ORIGINAL

06 16

9/15/89

Could not find any  
McCane in Flushing  
Only one McCann in  
Flushing and she  
never bought a parlor  
clock. Saw three  
McKannas but  
no clock with them

COURT OF GENERAL SESSIONS OF THE PEACE

Of the City and County of New York

-----X

The People of the State of New York

--Against--

I G N A T Z    W E I S S

-----X

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK,  
by this indictment, accuse Ignatz Weiss of the crime of  
petit larceny, committed as follows:

Heretofore, to wit: on the twenty-third day of July  
in the year of our Lord one thousand eight hundred and  
eighty-seven, the said Ignatz Weiss, late of the City of  
New York, in the County of New York aforesaid, was employed  
by a certain corporation called the Fowler Manufacturing  
Company (limited) under a written contract to sell on  
their behalf in consideration of cash payments or pay-  
ments by instalments goods of the said corporation for  
the making, negotiating and procuring of which sales, he  
the said Ignatz Weiss, by the terms of the said contract,  
was entitled to receive from the said corporation a  
certain commission upon the agreed purchase price of  
said sales.

And the said Ignatz Weiss with intent to deprive and  
defraud the said corporation of the proper moneys, goods,  
chattels and personal property hereinafter mentioned, and  
of the use and benefit thereof, and to appropriate the  
same to his own use, afterwards, to wit: on the said



N

twenty-third day of July in the year aforesaid, at the City and County aforesaid, with force and arms feloniously and fraudulently did falsely pretend and represent to the said corporation, that he, the said Ignatz Weiss, had on the said day negotiated and procured on behalf of the said corporation a sale of a certain clock, designated as number 6216, the property of the said corporation, to a person of the name McCane; that he the said Ignatz Weiss, had on the said day delivered to the said person of the name McCane the said clock, under a bargain for the sale thereof, for which the said McCane had promised and agreed to pay the sum of seventeen dollars in installments of fifty cents per week until the whole was paid; that the said McCane then resided on Broadway near Hell-Gate in Astoria, being in the City of Long Island City, in the County of Queens, in the said State of New York, and that by reason of the negotiating and procuring of the said sale, he the said Ignatz Weiss, was then and there justly entitled to receive from the said corporation as his commission therefor under the said contract, the sum of two dollars and ninety cents, in money.

And the said corporation then and there believing the said false and fraudulent pretenses and representations so made as aforesaid by the said Ignatz Weiss and being deceived thereby, was induced by reason thereof to deliver and did then and there deliver to the said Ignatz Weiss the sum of two dollars and ninety cents, in money

3

lawful money of the United States and of the value of two dollars and ninety cents, of the proper moneys, goods, chattels and personal property of the said corporation; and the said Ignatz Weiss did then and there feloniously receive and obtain the said sum of money of the proper moneys, goods, chattels and personal property of the said corporation from the possession of the said corporation, ~~by color and aid of the laws and fraudulent pretenses and representations aforesaid~~, with intent to deprive and defraud the said corporation 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 Ignatz Weiss had not on the said last mentioned day negotiated and procured a sale of the said clock on behalf of the said corporation to any person of the name McCane; and had not on the said day delivered the said clock to the said person of the name McCane under a bargain for the sale thereof, and the said McCane had not promised and agreed to pay the sum of seventeen dollars for the same in instalments of fifty cents per week until the whole was paid, and the said McCane did not then reside on Broadway near Hell Gate in Astoria in said city of Long Island City.

And, whereas in truth and in fact, he the said Ignatz Weiss was not then and there justly entitled to receive from the said corporation the said sum of two dollars and ninety cents in money, or any sum of money whatsoever as a commission for the procuring and negotiating of such sale.

And, whereas in truth and in fact all the pretences and representations aforesaid, so made as aforesaid by the said Ignatz Weiss to the said corporation were then and there in all respects utterly false and untrue, as he the said Ignatz Weiss at the time of making the same then and there well knew.

And so the Grand Jury aforesaid do say, that the said Ignatz Weiss in the manner and form aforesaid and by the means aforesaid, the said moneys, goods, chattels and personal property of the said corporation 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.

*John A. Edwards.*

District Attorney+



POOR QUALITY  
ORIGINAL

0621

Witnesses:

Amel H. Miller

D. F. Mc Donnell

Counsel,

Filed, 23 day of Jan'y 1888

Pleads, a ~~copy~~ <sup>copy</sup> ~~fully~~ <sup>fully</sup> it with leave

THE PEOPLE

vs.

Ignatz Weiss

(3 women)

JOHN R. FELLOWS,

RANDOLPH B. MARTINE,

District Attorney.

Pr. July 17, 1888  
Ind. Acquitted.

A True Bill.

Edmund C. Smith

Foreman.

[Sections 528, 582, Penal Code].

Grand Larceny

COURT OF GENERAL SESSIONS OF THE PEACE  
Of the City and County of New York

-----X  
The People of the State of New York

---Against---

I G N A T Z W E I S S  
-----X

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK,  
by this indictment, accuse Ignatz Weiss of the crime of  
petit larceny, committed as follows:

Heretofore, to wit: on the twenty-third day of July  
in the year of our Lord one thousand eight hundred and  
eighty-seven, the said Ignatz Weiss, late of the City of  
New York, in the County of New York aforesaid, was employed  
by a certain corporation called the Fowler Manufacturing  
Company (limited) under a written contract to sell on  
their behalf in consideration of cash payments or pay-  
ments by instalments goods of the said corporation for  
the making, negotiating and procuring of which sales, he  
the said Ignatz Weiss, by the terms of the said contract,  
was entitled to receive from the said corporation a  
certain commission upon the agreed purchase price of  
said sales.

And the said Ignatz Weiss with intent to deprive and  
defraud the said corporation of the proper moneys, goods,  
chattels and personal property hereinafter mentioned, and  
of the use and benefit thereof, and to appropriate the  
same to his own use, afterwards, to wit: on the said

IV

twenty-third day of July in the year aforesaid, at the City and County aforesaid, with force and arms feloniously and fraudulently did falsely pretend and represent to the said corporation, that he, the said Ignatz Weiss, had ~~on the said day~~ <sup>then & there before</sup> negotiated and procured on behalf of the said corporation a sale of a certain clock, designated as number ~~6876~~ <sup>1879</sup>, the property of the said corporation, to a person of the name ~~McGee~~ <sup>Jansen</sup>; that he the said Ignatz Weiss, had ~~on the said day~~ delivered to the said person of the name ~~McGee~~ <sup>Jansen</sup> the said clock, under a bargain for the sale thereof, for which the said ~~McGee~~ <sup>Jansen</sup> had promised and agreed to pay the sum of ~~seventy~~ <sup>eight</sup> dollars in instalments of fifty cents per week until the whole was paid; that the said ~~McGee~~ <sup>Jansen</sup> then resided on ~~Broadway~~ <sup>W 34th Street</sup> near ~~Hell Gate~~ <sup>Main Street</sup> in Astoria, being in the City of Long Island City, in the County of Queens, in the said State of New York, and that by reason of the negotiating and procuring of the said sale, he the said Ignatz Weiss, was then and there justly entitled to receive from the said corporation as his commission therefor under the said contract, the sum of ~~two~~ <sup>one</sup> dollars and ninety cents, in money.

And the said corporation then and there believing the said false and fraudulent pretenses and representations so made as aforesaid by the said Ignatz Weiss and being deceived thereby, was induced by reason thereof to deliver and did then and there deliver to the said Ignatz Weiss the sum of ~~two~~ <sup>one</sup> dollars and ninety cents, in money



lawful money of the United States and of the value of <sup>one</sup> ~~two~~ dollars and ninety cents, of the proper moneys, goods, chattels and personal property of the said corporation; and the said Ignatz Weiss did then and there feloniously receive and obtain the said sum of money of the proper moneys, goods, chattels and personal property of the said corporation from the possession of the said corporation, ~~by order and by aid of the said corporation~~ <sup>by order and by aid of the said corporation</sup> with intent to deprive and defraud the said corporation 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 Ignatz Weiss had not ~~on the said last mentioned day~~ <sup>then and there</sup> negotiated and procured a sale of the said clock on behalf of the said corporation to any person of the name ~~McNamee~~ <sup>Jansen</sup> and had not ~~on the said day~~ delivered the said clock to the said person of the name ~~McNamee~~ <sup>Jansen</sup> under a bargain for the sale thereof, and the said ~~McNamee~~ <sup>Jansen</sup> had not promised and agreed to pay the sum of ~~seventeen~~ <sup>eight</sup> dollars for the same in instalments of fifty cents per week until the whole was paid, and the said ~~McNamee~~ <sup>Jansen</sup> did not then reside on ~~Pratt~~ <sup>Wison Street</sup> ~~near Hall Gate~~ <sup>Main Street</sup> in Astoria in said city of Long Island City.

And, whereas in truth and in fact, he the said Ignatz Weiss was not then and there justly entitled to receive from the said corporation the said sum of <sup>one</sup> ~~two~~ dollars and ninety cents in money, or any sum of money whatsoever as a commission for the procuring and negotiating of such sale.

And, whereas in truth and in fact all the pretences and representations aforesaid, so made as aforesaid by the said Ignatz Weiss to the said corporation were then and there in all respects utterly false and untrue, as he the said Ignatz Weiss at the time of making the same then and there well knew.

And so the Grand Jury aforesaid do say, that the said Ignatz Weiss in the manner and form aforesaid and by the means aforesaid, the said moneys, goods, chattels and personal property of the said corporation 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.

*John A. Keller,*

District Attorney+





0627

**BOX:**

294

**FOLDER:**

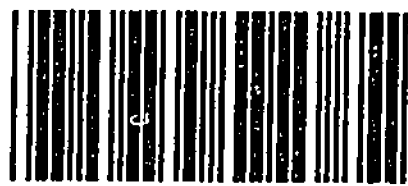
2803

**DESCRIPTION:**

Werfelmann, William

**DATE:**

01/25/88



2803

WITNESSES :

*Officer Leeson*

328

Counsel,

Filed *25* day of *January* 188*8*

Pleads *Guilty*

THE PEOPLE,

vs.

*B*

*William Warfelmann*

Violation of Excise Law.  
(Ballington Sunday & Co.)  
[III Rev. Stat. (7th Edition), Page 1983, Sec. 21, and  
Page 1989, Sec. 5.]

JOHN R. FELLOWS,

RANDOLPH B. MARTINE,

*Sub 28 220-873* District Attorney.

A True Bill.

*James L. Brown*

Foreman.

*Part III June 5, 1888*  
*Complaints sent to Special Sessions*

POOR QUALITY  
ORIGINAL

0628

**POOR QUALITY  
ORIGINAL**

0629

**Court of General Sessions of the Peace**

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

*Plaintiffs*

*against*

*William Werfelmann*

*Defendant.*

The Grand Jury of the City and County of New York, by this indictment, accuse the above named defendant of the CRIME OF SELLING INTOXICATING LIQUORS AND WINES AS A BEVERAGE ON SUNDAY, committed as follows :

The said defendant, late of the City of New York, in the County of New York aforesaid, on the *fifteenth* day of *January* in the year of our Lord one thousand eight hundred and eighty-*eight* at the City and County aforesaid, the same being the first day of the week, commonly called and known as Sunday, with force and arms, certain intoxicating 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 whiskey, 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 intoxicating liquor to the Grand Jury aforesaid unknown, unlawfully did sell as a beverage to one

*George F. Lusson*

and to certain other persons whose names are to the Grand Jury aforesaid unknown, 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 Grand Jury aforesaid, by this indictment, further accuse the said defendant of the CRIME OF KEEPING OPEN ON SUNDAY a place licensed for the SALE OF STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows :

The said defendant, late of the City and County aforesaid, afterwards, to wit : on the day and in the year aforesaid, the same being the first day of the week, commonly called and known as Sunday, being then and there in charge of and having the control of a certain place there situate, which was then duly licensed as a place for the sale of strong and spirituous liquors, wines, ale and beer, with force and arms, at the City and County aforesaid, the said place, so licensed as aforesaid, unlawfully did not close, and keep closed, and on the said day, the said place so licensed as aforesaid, unlawfully did then and there open, and cause and procure, and suffer and permit, to be open, and to remain open, 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.



0630

**BOX:**

**294**

**FOLDER:**

**2803**

**DESCRIPTION:**

**White, Frederick H.**

**DATE:**

**01/30/88**



2803

POOR QUALITY  
ORIGINAL

0631

Witnesses:

Counsel, *John R. Fellows*  
Filed *20* day of *May* 188*8*  
Pleads *Charging* *1888*

THE PEOPLE

vs.

*B*

*Sunderick N. White*

VIOLATION OF EXCISE LAW.  
[III. R. S., (7 Ed.) page 1981, § 18, and Laws  
of 1888, Chap. 840, § 6].

JOHN R. FELLOWS.

RANDOLPH B. MARFINE,

District Attorney.

A True Bill.

*Edmund L. Brown*

Foreman.

*John R. Fellows*  
*Robert H. Brown*  
*complaint: party to special session*

POOR QUALITY  
ORIGINAL

0632

# Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

AGAINST

*Frederick H. White*

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

*Frederick H. White*

(III. Revised  
Statutes, [7th  
edition] p. 1681  
Section 13.)

of the CRIME OF SELLING STRONG AND SPIRITUOUS LIQUORS AND WINES  
WITHOUT A LICENSE, committed as follows:

The said *Frederick H. White*

late of the City of New York, in the County of New York aforesaid, on the *sixteenth*  
day of *January* — in the year of our Lord one thousand eight hundred and  
eighty *eight* —, at the 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 whiskey, 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  
Grand Jury aforesaid unknown, unlawfully did sell, in quantity less than five gallons at a time, to  
*one George W. Smith and to*  
certain *other* persons whose names are to the Grand Jury aforesaid unknown, 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.

(Laws of 1883,  
chapter 340, sec-  
tion 5.)

## SECOND COUNT:

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

*Frederick H. White*

of the CRIME OF SELLING STRONG AND SPIRITUOUS LIQUORS, ALES, WINE  
AND BEER WITHOUT A LICENSE, to be drank upon the premises, committed as follows:

The said *Frederick H. White*

late of the City and County aforesaid, afterwards to wit: on the day and in the year aforesaid, at  
the City and County aforesaid, and at the premises there situate known as number *twenty*  
*eight Bowery*  
certain strong and spirituous liquors, and certain ales, wines and beer, to wit: one gill of wine, one  
gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, 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 Grand Jury aforesaid unknown, unlawfully did sell to  
*one George W. Smith and to*  
certain *other* persons whose names are to the Grand Jury aforesaid unknown, to be drank  
upon the premises aforesaid, without having a license therefor, as required by law, against the form  
of the statute in such case made and provided, and against the peace of the People of the State of  
New York, and their dignity.



**POOR QUALITY  
ORIGINAL**

0633

(Laws of 1888,  
chapter 840, sec-  
tion 5.)

THIRD COUNT:

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

*Frederick H. White*

of the CRIME OF GIVING AWAY STRONG AND SPIRITUOUS LIQUORS, ALES, WINE AND BEER, WITHOUT A LICENSE, to be drank upon the premises, committed as follows:

The said *Frederick H. White*

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the City and County aforesaid, and at the premises there situate, known as number *twenty*

*eight Bowery* —

certain strong and spirituous liquors, and certain ales, wine and beer, to wit: one gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, 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 Grand Jury aforesaid unknown, unlawfully did give away to

certain — persons whose names are to the Grand Jury aforesaid unknown, to be drank upon the premises aforesaid, without having a license therefor, as required by law, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

*John R. Fellows,*  
~~RANDOLPH B. MARTINE,~~

District Attorney.

0634

**BOX:**

294

**FOLDER:**

2803

**DESCRIPTION:**

White, John

**DATE:**

01/13/88



2803

POOR QUALITY  
ORIGINAL

0635

Witnesses:

Michael Gifford

Officer Connolly

Counsel,

Filed 13 day of Jan

1888

Pleads

THE PEOPLE

vs.

John White

Grand Larceny in the 3rd degree.  
(MONEY)  
(Sec. 528 and 537, Penal Code.)

JOHN R. FELLOWS,

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

*James L. ...*

Part III Foreman, February 6/88

True & Legitimized.



People  
vs.  
John White.

Statement  
of  
Facts.

Statement of Facts.

On January 9<sup>th</sup> 1888, P.M. Michael Gibbons, the complainant, went to bed in his room on the premises corner 69<sup>th</sup> Street and 11<sup>th</sup> Ave. He placed his pants between the mattress and the springs of his bed and there was \$36.00 in the watch pocket of the pants. He was awakened at 7 A.M. the next morning by finding his overcoat over his face. He pulled it aside found his pants lying across the bed on the outside and the defendant standing beside him with his shirt, pants and shoes on. The defendant slept in the next room. Complainant seized his pants; discovered the loss of his money; charged defendant with the theft. Defendant denied the theft and said he was looking for a "chamber pot." There was none in complainant's room and to test the truth of defendant's statement, he jumps out of bed runs into defendant's room, looks under his bed and finds a "chamber pot."

Indictment.

Indictment.

There is one count in the indictment

charging grand larceny in the 2<sup>d</sup>  
degree in taking money, the property of  
Michael Gibbons.

Witnesses.

Witnesses -

As to the larceny and generally  
Michael Gibbons, (Complainant)  
Cor. 69<sup>th</sup> St and 11<sup>th</sup> Ave.

As to the arrest.

Lawrence Connolly 5<sup>th</sup> Police Court.  
John Herz 26<sup>th</sup> Precinct -

As to falsity of defendant's statement about the  
"chamber pot"

Michael Gibbons (Complainant)  
John Larkin  
Cor. 69<sup>th</sup> St and 11<sup>th</sup> Ave.

Peter O'rigan

Cor. 69<sup>th</sup> St. + 11<sup>th</sup> Ave.

Left in same room as complainant  
but had left room when larceny  
occurred.

People

vs.

John White.

Lawrence  
Connolly.

Lawrence Connolly,

5<sup>th</sup> Dist Police Court.

On January 11<sup>th</sup> 1888 I arrested <sup>about</sup> at 2 P.M. the defendant on a warrant. I told him he was charged with stealing some money from Michael Gibbons. He said he did not do so. I said "you are going to prison now, why don't you give the man his money back". He said "I never took it." Nothing more was said. I know nothing more from my own knowledge.

1-24-88  
WZJ.

John  
Merz.

John Merz

26<sup>th</sup> Precinct

On January 11<sup>th</sup> 1888 at about <sup>1 1/2</sup> P.M. I arrested defendant. I found him in bed in a house <sup>on the corner</sup> on 69<sup>th</sup> Street and 11<sup>th</sup> Ave. When I arrested him I told him that I arrested him for stealing some money from Michael Gibbons. He said he did not take it. When I got him to the station house I searched him and found only \$2.00 in small change. He seemed to be recovering from a drunk. When I took the



1-25-88.

Michael  
Gibbons.

~~was~~ defendant to the 5<sup>th</sup> District Court about  
2 P.M. and I found then that officer  
Cornelley had a warrant for him.

Michael Gibbons

Cor. 69<sup>th</sup> Street and 11<sup>th</sup> Ave,  
98 West 69<sup>th</sup> St.

On January 10<sup>th</sup> 1888 at about 7 A.M.  
I was in my bedroom in the house  
on the corner (~~South~~ <sup>South</sup> East) of 69<sup>th</sup> Street  
and 11<sup>th</sup> Ave. I was in bed. My overcoat  
was hanging on a peg immediately  
over the head of my bed. I was awakened  
by finding my overcoat over my face  
and head. I pulled the coat away and  
saw defendant standing beside my bed.  
I asked him what he was doing. He  
said he was looking for the Chamber  
pot. Defendant had his pants and a  
blue flannel shirt on. ~~He~~ He  
also had his shoes on and they were  
laced up. I then jumped up and went  
into his room next mine and  
looked under his bed to see if there  
was a chamber pot there and I saw  
one there. There was none under  
my bed. When I awakened I found  
my pants lying on <sup>top of</sup> my bed. When

✓ I went to bed on the night before I had placed my pants between the mattress and springs of the bed. I had then \$36<sup>00</sup> in the watch pocket of my pants. One \$20 gold bill; one \$10 silver bill; one \$5 and one \$1. Before I got out of bed I seized my trousers and looked for my money and it was gone. Then I said to defendant "You have got my money". He said "I have not". I said "You leave there are my pants on top of the bed". Then I got up and went into his room as I have above stated. A man by the name of Peter Origan, who lives at ~~98 West 69<sup>th</sup> Street~~ 69<sup>th</sup> Street & 11<sup>th</sup> Ave where I live, slept with me that night in the same room in another bed. Origan had arisen when this thing occurred.

1-25-88.

John Larkin.

John Larkin

69<sup>th</sup> Street & 11<sup>th</sup> Ave S.E. Cor.

I slept in the same room with the defendant on the night when the ~~the~~ thing occurred to which Michael Gibbons has testified and that night there was a chamber

1-25-88.

Peter  
Origan.

under defendants bed.

Peter Origan

Cor 69<sup>th</sup> St. & 11<sup>th</sup> Ave (S.E. Corner)

On ~~January~~ the night of January 9<sup>th</sup> 1888  
I slept in the same room with  
Michael Gibbons the complainant.  
I arose and left the room at about  
~~5~~ 6<sup>1</sup>/<sub>2</sub> A.M. on the morning of the 10<sup>th</sup>  
of January, 1888. When I left the room  
the defendant was in his own room  
in bed. I have lived here, in this  
house, nearly 4 years.

1-25-88.



Witnesses

Michael Gibbons }  
John Larkin }  
Peter Corrigan }

all at S.E. corner of  
69<sup>th</sup> St. and 11<sup>th</sup> Ave.

Lawrence Connolly  
5<sup>th</sup> Dist Police Court

John Henz

26<sup>th</sup> Precinct -

COURT OF GENERAL SESSIONS.

THE PEOPLE, &c.

vs.

John White  
~~John White~~

Grand Jurors 2<sup>d</sup> Reg.

BRIEF OF FACTS.

For the District Attorney.

Dated January 26<sup>th</sup> 1888.

Wm. Traverses Justice.

Deputy Assistant.

POOR QUALITY  
ORIGINAL

0643

Police Court—5 District.

Affidavit—Larceny.

City and County }  
of New York, } ss.

of No. 98 West 69th Street, aged 27 years,  
occupation Laborer. being duly sworn

deposes and says, that on the 10 day of January 1888 at the City of New  
York, in the County of New York, was feloniously taken, stolen and carried away from the possession  
of deponent, in the day time, the following property viz :

good and lawful money of the United  
States consisting of one note of the denomination  
and value of Twenty dollars  
one note of the value of ten dollars  
and one note of the value of five dollars  
and one note of the value of one dollar.  
said money being in all of the value  
of Thirty-Six dollars

the property of deponent,

and that this deponent  
has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen,  
and carried away by John White

from the fact that at the hour of about  
11 o'clock in the night of the 9<sup>th</sup> day  
of January 1888 deponent went to bed,  
when deponent had said money in the  
waist pocket of deponent's pants  
that deponent placed said pants  
between the mattress, and the spring  
near the wall in deponent's bed.

That at the hour of about 4  
o'clock in the morning of said 10<sup>th</sup>  
day of January 1888 deponent was  
awakened by the falling of his  
coat which had been hanging  
at the head of deponent's bedstead

POOR QUALITY  
ORIGINAL

0644

over defendant's face, and defendant  
discovered said defendant leaning  
over said bed, and said pants were  
removed, and defendant then there  
discovered that said money had  
been stolen.

Defendant therefore prays that  
said defendant be arrested and be  
dealt with <sup>as</sup> the law directs.

Subscribed & sworn to this  
10th day of January 1888,

Michael Gibbons

John H. Morris

Prosecutor



POOR QUALITY  
ORIGINAL

0645

Sec. 151.

-----2----- District Police Court.

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

Whereas, Complaint on oath, has been made before the undersigned, one of the Police  
Justices in and for the said City, by Michael Gibbons

of No. 98 West 69 Street, that on the 10 day of January  
1888 at the City of New York, in the County of New York, the following article to wit :

good and lawful money of the coin  
of the United States

o the value of thirt-six Dollars,  
the property of Complainant  
w as taken, stolen, and carried away, and as the said complainant has cause to suspect, and does suspect and  
believe, by John White

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

These are, Therefore, in the name of the PEOPLE of the State of New York, to command you the said  
Sheriff, Marshals and Policemen, and every of you, to apprehend the bod 7 of the said Defendant and forthwith  
bring him before me, at the 5 DISTRICT POLICE COURT, in the said City, or in case of my absence  
or inability to act, before the nearest or most accessible Police Justice in this City, to answer the said charge, and to  
be dealt with according to law.

Dated at the City of New York, this 10 day of January 1888

John J. Flanagan POLICE JUSTICE.

POOR QUALITY  
ORIGINAL

0646

Sec. 151.

2 District Police Court.

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

Whereas, Complaint on oath, has been made before the undersigned, one of the Police  
Justices in and for the said City, by Michael Gibbons

of No. 98 West 69 Street, that on the 10 day of January  
1888 at the City of New York, in the County of New York, the following article to wit :

gold and lawful money of the coin  
of the United States

o the value of Twenty-six Dollars,  
the property of Complainant  
w as taken, stolen, and carried away, and as the said complainant has cause to suspect, and does suspect and  
believe, by John White

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

These are, Therefore, in the name of the PEOPLE of the State of New York, to command you the said  
Sheriff, Marshals and Policemen, and every of you, to apprehend the bod 7 of the said Defendant and forthwith  
bring him before me, at the 5 DISTRICT POLICE COURT, in the said City, or in case of my absence  
or inability to act, before the nearest or most accessible Police Justice in this City, to answer the said charge, and to  
be dealt with according to law.

Dated at the City of New York, this 10 day of January 1888

John J. Horan POLICE JUSTICE.

POLICE COURT. DISTRICT.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

vs.

Warrant-Larceny.

Dated

188

Magistrate

Benjamin  
Levy

Officer

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

Lawrence Bernick Officer.

Dated January 11 1888

This Warrant may be executed on Sunday or at  
night.

Police Justice.

REMARKS.

Time of Arrest,

Native of

Age,

Sex

Complexion,

Color

Profession,

Married

Single,

Read,

Write,

John White  
98 West 69  
St. N.Y.C.

POOR QUALITY  
ORIGINAL

0547

Sec. 198-200.

3 District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss.

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

Question. What is your name.

Answer.

*John White*

Question. How old are you?

Answer.

*25 years*

Question. Where were you born?

Answer.

*Italy*

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

Answer.

*69 Street x 11 Avenue, 2 years*

Question. What is your business or profession?

Answer.

*Labour*

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*

*John White*  
*x*  
*Witness*

Taken before me this

day of

1888

Police Justice.



POOR QUALITY  
ORIGINAL

0648

BAILED,  
No. 1, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street,  
No. 2, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street,  
No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street,  
No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street,

Police Court-- 5 District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Michael Gibbons  
88-11 Ave 69 St

John White

1  
2  
3  
4

Offence

Larceny  
felony

Dated

January 10 1888

Magistrate

Officer

5-10 Precinct

John White, 26 Ave Precinct

Witnesses

John White, 26 Ave Precinct

John White, 26 Ave Precinct

John White, 26 Ave Precinct

John White, 26 Ave Precinct

John White, 26 Ave Precinct

John White, 26 Ave Precinct

John White, 26 Ave Precinct

John White, 26 Ave Precinct

John White, 26 Ave Precinct

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John White, 26 Ave Precinct

John White, 26 Ave Precinct

John White, 26 Ave Precinct

John White, 26 Ave Precinct

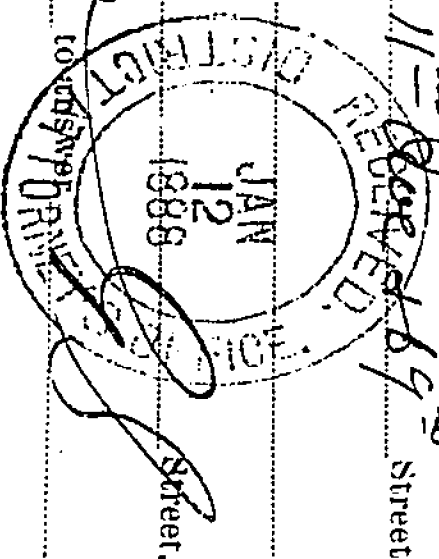
John White, 26 Ave Precinct

John White, 26 Ave Precinct

John White, 26 Ave Precinct

John White, 26 Ave Precinct

John White, 26 Ave 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 \_\_\_\_\_

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

Dated January 11 1888 John F. Horner Police Justice.

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

Dated \_\_\_\_\_ 1888 \_\_\_\_\_ Police Justice.

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

Dated \_\_\_\_\_ 1888 \_\_\_\_\_ Police Justice.

POOR QUALITY  
ORIGINAL

0649

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

*John White*

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

*John White* —

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

The said

*John White,*

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

**POOR QUALITY  
ORIGINAL**

0650

denomination and value of twenty dollars — ; ~~one~~ United States Silver  
Certificate, of the denomination and value of ten dollars — ; ~~one~~ United  
States Silver Certificate of the denomination and value of five dollars — ; ~~one~~  
United States Silver Certificate of the denomination and value of two dollars — ;  
~~one~~ United States Silver Certificate, of the denomination and value of one dollar  
— ; ~~one~~ United States Gold Certificate of the denomination and value of  
twenty dollars — ; ~~one~~ United States Gold Certificate of the denomination  
and value of ten dollars — <sup>and</sup> ~~one~~ United States Gold Certificate of the  
denomination and value of five dollars — ; ~~and divers coins, of a number, kind  
and denomination to the Grand Jury aforesaid unknown, of the value of~~

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

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

JOHN R. FELLOWS.  
~~RANDOLPH B. MARTINE~~,  
District Attorney.



0651

**BOX:**

294

**FOLDER:**

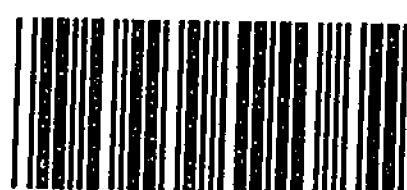
2803

**DESCRIPTION:**

Whittaker, Thomas

**DATE:**

01/04/88



2803

0652

**BOX:**

294

**FOLDER:**

2803

**DESCRIPTION:**

O'Connor, William

**DATE:**

01/04/88



2803

POOR QUALITY  
ORIGINAL

0653

# 287 Brief of facts ready

Noted

27/1/88

Counsel,

Filed

4 day of

1888

Pleads

Chas. G. Kelly

Grand Larceny, First Degree  
(Dwelling House)  
[Sections 528, 530, 535 Penal Code]

THE PEOPLE

vs.

Thomas Whitaker

William O'Connor

JOHN R. FELLOWS.

RANDOLPH B. MARFINE,

Attorney at Law, District Attorney.

Chas. G. Kelly

A True Bill.

Referred to the Grand Jury

Foreman.

Jan 19, 1888 U.S.D.

Witnesses:

Wm. H. Conkley  
Charles Conkley

Jan 19/88

No. 1.

Filed & Deposition



Trial  
Brief  
of  
Evidence.

People  
vs.

Thomas Whittaker  
and William O'Connor

} Indicted for  
Grand Larceny  
(Dwelling House)  
+ Receiving &c.

Owner of  
property  
stolen.

Thomas H. Gantley.

Mrs Calvin Burr owns the house  
No 125 E. 23<sup>rd</sup> Street, N.Y. Gantley lives with  
her. The house is used by them exclu-  
sively as a dwelling house. at 7 P.M.,  
On the evening of December 25, 1887, witnesses  
saw two overcoats and a sack coat belong-  
ing to him hanging in the rear of the  
hall on the 1<sup>st</sup> floor. In these coats were  
a pair of gloves, a memorandum book and  
a handkerchief. About 9 P.M. of the same  
evening looking for his overcoat to take  
a walk found the 3 coats gone. On the  
morning of December 26<sup>th</sup>, 1887, officer  
Frank A. Evanhoe came to his house  
with two of these overcoats. Witnesses  
fully identified them. Gloves were in the  
pocket of one of these coats when taken,  
but not when returned.

Value.

1 coat recovered he paid \$50<sup>00</sup> for in the Auction  
of 1887. For the other coat recovered he paid  
\$65<sup>00</sup> 3 years ago. For the sack coat, not

Officer.

Finding  
good.

Statements  
of defendant.

Identification  
of coats.

recovered he paid \$30<sup>00</sup> in the Autumn of 1887. For the gloves, not recovered, he paid \$6<sup>25</sup> one month ago. The handkerchief cost 30 cents. The clothing taken was of a high grade and in opinion of witness the two coats recovered were worth at least \$40<sup>00</sup> and \$20<sup>00</sup> respectively. Witness received the coats at Jefferson Market. Frank N. Evanhoe.

Police officer. On December 25, 1887, at about 10<sup>1</sup>/<sub>2</sub> P.M. saw some young fellows at 7<sup>th</sup> Ave. and 28<sup>th</sup> Street carrying on and partly intoxicated. Had seen defendants a few days before without overcoats and seeing them there with expensive coats, got other officers and arrested 7 of the crowd for disorderly conduct.

When arrested Whittaker said, "You have arrested us again, but you can't prove anything on us."

At station house told Whittaker to take off the overcoat he had on, laying his hand on the coat. Whittaker said "That is my coat". O'Connor made same remark when told to take off overcoat he had on. Witness examined the coats taken off and found under



the collar of one coat the name J. H. Gantley. There was no mark on the coat O'Connor had on. In the pocket of Whittaker's inside coat witness found a memorandum book in which was written on the fly leaf "J. H. Gantley, 125 East 23<sup>rd</sup> Street."

On the morning of December 26<sup>th</sup>, 1887, took the coats taken off Whittaker and O'Connor to J. H. Gantley, 125 E. 23<sup>rd</sup> Street, saw Gantley and he identified the coats. The gloves, handkerchief and sack coat were not found.

Mr Jerome:



Court  
of  
General Sessions.

People

vs.

Thomas Whittaker  
and  
William O'Connor

Grand Larceny  
and  
Criminally Receiving  
Stolen Property.

Trial Brief  
of  
Evidence

Witnesses -  
Thos. H. Gaultley  
Officer Evanliewe.

W. J. Gerone

POOR QUALITY  
ORIGINAL

0658

Police Court—

2

District.

Affidavit—Larceny.

City and County }  
of New York, } ss.

William H Gantley

of No. 125 East 23d Street Street, aged 67 years,

occupation None being duly sworn

deposes and says, that on the 25 day of December 1887 at the City of New York, in the County of New York, was feloniously taken, stolen and carried away from the possession of deponent, in the Night time, the following property viz :

Two overcoats  
of the value of twenty five dollars,  
one sack coat of the value of  
twenty dollars, one pair of gloves  
of the value of six dollars, one  
handkerchief of the value of thirty  
cents, and other articles, in all of  
the value of over one hundred  
dollars.

the property of Deponent

and that this deponent  
has a probable cause to suspect and does suspect, that the said property was feloniously taken, stolen,  
and carried away by Thomas Whitaker and

William O'Conner now here  
in the room that the said property  
was taken from deponent's house  
at 125 East 23d Street by  
meat thieves on said date. That  
deponent is informed by Police  
Frank Evanhuys of the 20th Precinct  
now here that on said date, about  
four hours after the said property was  
stolen, he arrested the defendants  
with the said two overcoats, in their  
possession. each of ~~they~~ <sup>defendants</sup> wore one  
of sack coat

W. H. Gantley

Sworn to before me, this

day

of December 1887

Police Justice.

POOR QUALITY  
ORIGINAL

0659

Sec. 198-200.

District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss.

*Wm O'Connor* being duly examined before the under-  
signed 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. *Wm O'Connor*

Question. How old are you?

Answer. *25 years*

Question. Where were you born?

Answer. *N. Y.*

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

Answer. *409 W 52* *2 months*

Question. What is your business or profession?

Answer. *Porter*

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

Answer. *Nothing*

*William O'Connor*

Taken before me this

day of

188

Police Justice.



POOR QUALITY  
ORIGINAL

0650

Sec. 198-200.

2

District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss.

*Thomas Whitake* being duly examined before the under-  
signed 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.

*Thomas Whitake*

Question. How old are you?

Answer.

*19 years*

Question. Where were you born?

Answer.

*U.S.*

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

Answer.

*357 West 36 5 months*

Question. What is your business or profession?

Answer.

*Laborer*

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

Answer.

*I have nothing to say.*

*Thomas Whitaker*

Taken before me this

day of

*Dec 11*

188

*[Signature]*

Police Justice.

POOR QUALITY  
ORIGINAL

0661

BAILED,  
No. 1, by \_\_\_\_\_  
Residence \_\_\_\_\_  
No. 2, by \_\_\_\_\_  
Residence \_\_\_\_\_  
No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_  
No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_

Police Court-- 2123  
District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

Wm. H. Sanders  
125 St. 234  
Homer Whitaker  
Alm. G. Conner

3  
4

Dated Dec 26 1887

Offence E. Lacey

Magistrate

Officer

Precinct

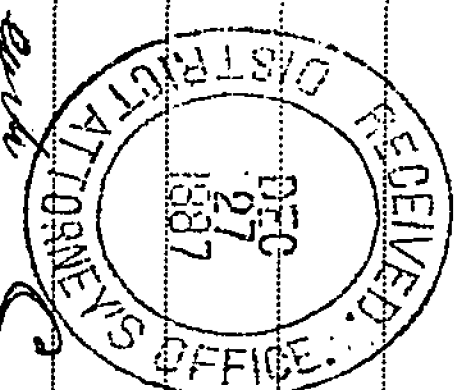
Witnesses

No. \_\_\_\_\_  
Street.

No. \_\_\_\_\_  
Street.

No. \_\_\_\_\_  
Street.

No. \_\_\_\_\_  
to answer



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

Dependant

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of \$100 Hundred Dollars, and be committed to the Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated Dec 26 1887 Police Justice.

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

Dated \_\_\_\_\_ 1888 Police Justice.

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

Dated \_\_\_\_\_ 1888 Police Justice.

POOR QUALITY  
ORIGINAL

0662

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 Whitaker  
and William O'Connor

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

Thomas Whitaker & William O'Connor  
of the CRIME OF GRAND LARCENY in the FIRST degree, committed as follows,

The said Thomas Whitaker and  
William O'Connor.

late of the 18th Ward of the City of New York, in the County of New  
York, aforesaid, on the 25th day of December, in the  
year of our Lord one thousand eight hundred and eighty-seven, in the  
night time of the same day, at the Ward, City and County aforesaid, with force and arms,

Two overcoats of the value of  
fifty dollars each, one coat  
of the value of twenty dollars,  
one pair of shoes of the value  
of six dollars, and one handkerchief  
of the value of thirty cents.

of the goods, chattels and personal property of one

Thomas W. Faghter.

in the dwelling-house of the said

Thomas W. Faghter.

there situate, then and there being found, from the dwelling-house aforesaid, then  
and there feloniously did steal, take and carry away, against the form of the statute in  
such case made and provided, and against the peace of the People of the State of New  
York and their dignity.



POOR QUALITY  
ORIGINAL

0663

SECOND COUNT—

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

*Thomas Whittaker and William Connor*  
of the CRIME of CRIMINALLY RECEIVING STOLEN PROPERTY, committed  
as follows:

The said *Thomas Whittaker and William Connor, both* —

late of the *18th* Ward of the City of New York, in the County of  
New York aforesaid, on the *25th* day of *December*,  
in the year of our Lord one thousand eight hundred and eighty*seven*, at the Ward,  
City and County aforesaid, with force and arms, *two success*

*of the value of forty dollars*  
*each, one coat of the value of*  
*twenty dollars, one pair of*  
*gloves of the value of six*  
*dollars, and one handkerchief*  
*of the value of thirty cents.*

of the goods, chattels and personal property of one

*Thomas S. Houghton.* —

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

*Thomas S. Houghton.* —

unlawfully and unjustly did feloniously receive and have; the said *Thomas*

*Whittaker and William Connor*

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

JOHN R. FELLOW3.

~~RANDOLPH B. MARTINE,~~

District Attorney.

0664

**BOX:**

294

**FOLDER:**

2803

**DESCRIPTION:**

Wilhelm, Henry

**DATE:**

01/10/88



2803

POOR QUALITY  
ORIGINAL

0665

Witnesses:

August R. Cohn  
Officer Harris

Counsel,  
Filed 10 day of Jan'y 1888  
Pleads,

THE PEOPLE

vs.

Henry Wilhelm

JOHN R. FELLOWS,

~~RANDOLPH B. MARSHALL~~

District Attorney.

Burglary in the Third Degree.  
[Section 498, Penal Code]

A True Bill.

Samuel L. Parsons

Jan'y 11/88 Foreman

John J. Gentry  
S. J. Green & Co. vs.



POOR QUALITY  
ORIGINAL

0666

Police Court 59 District.

City and County of New York, ss.:

August Rohm  
of No. 159 2<sup>d</sup> Street, aged 38 years,  
occupation Liquor Store being duly sworn

deposes and says, that the premises No. 159 2<sup>d</sup> Street, 12<sup>d</sup> Ward  
in the City and County aforesaid the said being a Three story tenement  
House and which was occupied by deponent as a Liquor Store on the 1<sup>st</sup> floor  
and in which there was at the time no human being, by name

were BURGLARIOUSLY entered by means of forcibly opening the  
kitchen door with a false key from the  
yard of said premises and leading into the  
Liquor store of said premises

on the 28<sup>th</sup> day of December 1887 in the night time, and the  
was attempted to be following property feloniously taken, stolen, and carried away, viz:

A Quantity of Liquors and  
regars of the value of  
Over Hundred Dollars

the property of Deponent  
and deponent further says, that he has great cause to believe, and does believe that the aforesaid  
BURGLARY was committed and the aforesaid property taken, stolen and carried away by

Henry Wilhelm "Norrhere"

for the reasons following, to wit: That Deponent left

the said premises about the hour  
of two clock and came back  
about the hour of four o'clock

Deponent was informed that his  
place was broken into and

deponent discovered the said  
deponent saw a set of

human a table

City Rep

shown before in this 28<sup>th</sup> day of December 1887  
Deponent's

POOR QUALITY  
ORIGINAL

0667

Sec. 198--200.

3

District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss.

*Henry Wilhelm* being duly examined before the under-  
signed 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 *h* see fit to answer the charge and explain the facts alleged against *h*  
that *h* 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.

*Henry Wilhelm*

Question. How old are you?

Answer.

*23 years*

Question. Where were you born?

Answer.

*Germany*

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

Answer.

*at home*

Question. What is your business or profession?

Answer.

*Baker*

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 have nothing to say*

*Henry Wilhelm.*

Taken before me this

*24*

188

*John J. Smith*  
Police Justice.

POOR QUALITY  
ORIGINAL

0668

BAILED,  
No. 1, by \_\_\_\_\_  
Residence \_\_\_\_\_  
Street \_\_\_\_\_  
No. 2, by \_\_\_\_\_  
Residence \_\_\_\_\_  
Street \_\_\_\_\_  
No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_  
Street \_\_\_\_\_  
No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_  
Street \_\_\_\_\_

Police Court-- 2136 District.

THE PEOPLE &c.,  
ON THE COMPLAINT OF

1. *James William*  
2. *James William*  
3. *James William*  
4. *James William*  
Offence *Burglary*

Dated *Dec 21 8* 188

*James William* Magistrate.

*James William* Officer.

Witnesses *James William*

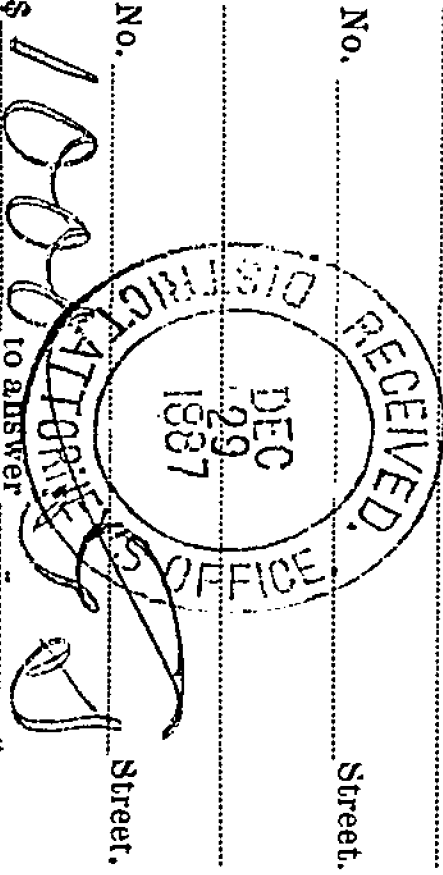
No. *James William* Street.

No. *James William* Street.

No. *James William* Street.

No. *James William* Street.

No. *James William* 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 *Dec 21 8* 188 *Solomon B. 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 he to be discharged.

Dated \_\_\_\_\_ 188 \_\_\_\_\_ Police Justice.



POOR QUALITY  
ORIGINAL

0669

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

*Henry Williams*

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

*Henry Williams*

of the CRIME OF BURGLARY IN THE THIRD DEGREE, committed as follows:

The said *Henry Williams*.

late of the *Seventh* Ward of the City of New York, in the County of New York, aforesaid, on the *28th* day of *December*, in the year of our Lord one thousand eight hundred and eighty-*seven*, with force and arms, at the Ward, City and County aforesaid, a certain building there situate, to wit: the *Store* of one

*August Adams*.

feloniously and burglariously did break into and enter, with intent to commit some crime therein, to wit: with intent, the goods, chattels and personal property of the said

*August Adams*.

in the said *Store* then and there being, then and there feloniously and burglariously to steal, take and carry away, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

*John A. X. Adams*.

*August Adams*

0671

**BOX:**

294

**FOLDER:**

2804

**DESCRIPTION:**

Williams, George A.

**DATE:**

01/19/88



2804