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**BOX:**

478

**FOLDER:**

4381

**DESCRIPTION:**

Branze, Herman

**DATE:**

05/24/92



4381

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POOR QUALITY  
ORIGINAL

County of Genesee

The People of

vs  
Herman Grange

Applicant motion

to dismiss indictment

~~John May Jr~~

Raymond L  
Duffy for default with

40 Chambers St

NYC

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POOR QUALITY  
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Not on Mondays

Wednesday

Friday

Policy No. 442292 \$10,000

Annual Premium, \$1212, payable 27 Feb

Policy No. 442293 \$5000

Annual Premium \$600

Policy No. 442500 \$5000

Annual Premium

Second year's Premium on three policies combined  
 To February 27, 1894 paid in cash to Mr. Branze

Tuesday March 15th at 2 P.M. \$2171.60. - At the time  
 Branze's pockets were all filled with bills, which he showed off to us.

He said, he was going right down to Office in Union Square.

Inducement: Branze off, and do assist him in getting

a precious <sup>gold medal</sup> from U. Y. Life and thus standing highest

among the agents of U. Y. Life, and receive the position

of assistant Manager to Mr. Miss. He even, to

verify his words, brought the Gold Medal to show

to us, saying: "Mr. Miss let him do so." & impressing

us the more with the trusted position he was holding.

He fully confided in him as being a trusted Agent

of such a great Co. as the U. Y. Life.

Mr. Miss, in a letter, confirmed this belief.

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2.

Branze called, but brought no receipt, & instead spoke of the great investments of prominent persons: Wunnemaker, Galvage, &c. He also stated: that the money had been delivered at the ~~defa-~~ Union Office, but that it took time before a return was received from the Headquarters. — One day, <sup>30<sup>th</sup> of March?</sup> ~~when~~ he had promised to bring the receipt, he brought a worthless scrap showing off the "profits"; & trying to explain to me, when Mr. Adams said: "he wanted to hear nothing more about the profits, but wanted the receipt, which Br. promised the next following day." — March 27<sup>th</sup> he called, & wanted to know, what I had written to Mr. Pitt, & promised the receipt for Monday, March 28<sup>th</sup>. — Monday Evening March 28, he sent a letter by messenger from Grand Union Hotel, excusing himself, & saying: "Everything is all right," — announcing to call Tuesday March 29. —



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March 29<sup>th</sup> P.M. he sent another letter from Hungarian Hotel, ~~Union Square~~ <sup>Union Square</sup>, excusing himself again, having met a friend, he had not seen for a long time, — just when he was setting out to see us, but — "without fail" he would call Wednesday March 30<sup>th</sup>. — This was the last we heard of him.

April 5<sup>th</sup> I called at N. Y. Life 1-3 Union Sq. & was informed by Mr. Mix, "that no money had been received; that that day they had sent to Branze's home in Brooklyn, thinking he might be sick, & as there was much work for him, — but had learned "that he had left a weak vice". Mr. Mix said: "Gambling at the Races was Branze's vice". Also "that once before he had been arrested for a similar act." though later he was re-installed in his position as Agent of N. Y. Life. — Mr. Mix spoke in the strongest terms about Branze.

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4.

Mr. Mury urged me then & there to call  
a Detective's Office, & asked Mr. Jorke  
to do so for me. - also: To take out  
"Warrant" together with Mr. Jorke,  
which was done - I think - April 7<sup>th</sup>.  
April 12<sup>th</sup> I received telephone message  
from N.Y. Life: "Branze in Canada."  
April 13<sup>th</sup>: another telephone message from  
N.Y. Life, saying: Mrs Branze would  
call, but I should not say anything  
about Warrant &c."

Mrs Branze called, "asking us not to  
follow up the case, but let Branze  
return, & that Mr Mury had promised  
to re-employ him again as Agent  
of N.Y. Life when he would be  
enabled to repay me."

April 22: Miss Boyle, who had been my messenger  
to N.Y. Life, because I was ill from all this, -  
brought two letters from Mr Mury & Mrs Branze  
to Miss Boyle; to persuade me to let Br. return & resume  
place at N.Y. Life (see letter). ~~XXXXXXXXXX~~

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P.M. April 14<sup>th</sup>: Mrs Brange called, said: "she had seen Mr. Mix, who sent her to speak to us & she wanted to persuade us not to sue Brange — as Mr. Mix had promised to re-employ him again, when he could easily make enough money to refund the same to us." — As "Warrent" was out, we could not do anything; also, Mr. Crobin had sent me word not to do this for various reasons.

April 16, 92, Saturday: Mr. Mix sent word by Miss Boyle — whom I had sent to Office as I was sick from all this unaccustomed excitement, — that "if I would allow Mr. Brange to return, they would re-employ him, & have him sign papers, that he should pay of his commissions a certain amount until it was all paid, — and they even would not let him come alone to see us, but send a man with him to see that it was done, Brange was "awfully" afraid of being arrested."

April 18, 92, Monday: I sent Miss Boyle again to N. Y. Life, & she reported the same message.

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message as received on Saturday, viz: to tell Mrs Kram, "that the only way to get her money back, is to let Branze come back and go to work", & the sooner his wife knew this, she could report to him to return." Mrs Boyle went to Brooklyn, saw Mrs Branze & said: "we had no objection to his return," and about "Warrant" she had "nothing to say." April 22<sup>d</sup>, 1892, Friday: Mrs Boyle brought us two letters addressed to her, — one from Mr J.C. Fox, & one from Mrs Branze. See extract on next page.

April 23, 1892: Mr James C. Fox to Shipman, Larocque & Chate, Attorneys: \*  
 "The transaction was entirely irregular, unauthorized and without the knowledge of the Company or that of the Managers of this Dept." - - -

\* As I was sick & could not attend to this affair, Mr Solomon Hanford of above firm kindly became my Counselor.

8.

Mr. J. C. May wrote to Miss Boyle, April 21, 1892.  
 "Mr. Herman Brange desires us through  
 you to state to Mrs. Kram, that if she  
 will withhold the Warrant which is now  
 in the Officer's hands, that he will return  
 to the States & endeavor to make satisfactory  
 arrangements. I see no other way by  
 which Mrs. Kram can be re-imburced  
 for the loss of her funds." -

Mrs. Brange to Miss Boyle, April 21, 1892. "If you  
 can persuade Mrs. Kram to withdraw  
 the 'Warrant', & write to me to that effect,  
 he will come back at once". . . . -

Of course, I could not respond.

April 28, 1892: Miss Boyle saw H. Brange in  
 prison & he said to her: "I know I did wrong."  
 Also "that he had had a 'Book' at Races,  
 and would not promise not to go again."  
 & to tell us: "Notary public to set up something  
 in writing, & he would put his name  
 to it; &c. -

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2.

March 15, 1892. at 2. P.M. H. Branze received the money  
" : (\$2141.60) for the three Pramiens.

He said, he had no receipts, but would bring them  
the next day, and that he was going  
direct to the N.Y. Life Office in Union Square  
to deliver the money received from us,  
giving meanwhile his receipts for N.  
Y. Life, — which is affixed to papers in Court.

Mr Branze called here after several times,  
— brought a worthless statement of advances  
of Policies, — but no receipts.

~~March 24~~ Finally — growing weary — I wrote  
to Mr Branze March 23<sup>d</sup>, 1892. [See copy of letter  
on next page.]

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B.

Copy of my letter written to Mr. H. Brange  
March 23, 1892.

Mr. Herman Brange,

Pardon me for reminding you to settle the business in letting me have the acknowledgement of the N.Y. Life Ins. Co. for the money handed to you some time ago for the second year's <sup>premium</sup> ~~due on any three policies~~ ending February <sup>27</sup>/894. - Mr. Kraus thinks, this should be treated in a more business like manner. We can see no reason, why you should treat this so loosely, particularly as you were so persunavise - & we so readily assented on account of the interest in your personal purpose for collecting this money [to get the prize-medal and the promotion]. I am very sorry that I should have to write these lines. Finding, that you neglected the above we intended to call ourselves at the Office & I wrote to Mr. Mix, enclosing an open letter to you, but fearing it might do you harm, I, by Mr. Kraus's advice, took your letter out of Mr. Mix's envelope and ~~over~~

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would now write to you direct.  
It is quite painful to me, to remind  
you of having been neglectful in  
this instant. We would wish you  
to settle this before you see us with  
your friends\*. Hoping to see you  
soon, in order to have everything  
satisfactorily settled, I am

Yours Truly

(here: my name)

Addressed to: Mr. Herman Branze  
General Agent of New York Life Ins. Co.  
#123. Union Square  
New York

\*Note: Mr. Branze introduced ~~two~~ young lady-  
cousins of his to us, having expressed  
several times the idea, that one of them  
should enter our Training Class for kinder-  
garten teachers. —



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March 27<sup>th</sup>, Sunday, 1892: H. Brange called in the afternoon -  
wanted to know: "What I had written to Mr. ~~Boyle~~ <sup>Boyle</sup>."

H. Brange promised to call Monday, March 28<sup>th</sup>,  
and bring receipts from N. Y. Life, saying:  
"that the money had been delivered, but, as  
it had to go to Head-Quarters, this took some time  
before receipts could be had."

March 28, Monday, 1892: Received letter from H. Brange  
from Grand Union Hotel, excusing himself  
- "would surely call on Tuesday P.M., ~~that~~  
with our papers, everything all right."

March 29, Tuesday, 1892. Letter from H. Brange, from  
Hungarian Hotel, with excuses,  
"had met a friend whom he had not  
seen for a long time, would be up  
Wednesday at 4. P.M. felt it keenly to  
disappoint us again."

March 30, 1892, Wednesday. H. Brange did not call.

April 5<sup>th</sup>, 1892, I called at up-town Office of N. Y. Life,  
was told: Money had not been paid in, -  
and I was fully impressed (and Miss Boyle  
too, who accompanied me) by what I was  
told - of the dishonesty of Brange's action -  
and

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and of the danger in having him  
fill such a responsible position—  
also about his antecedents. Mr. Grip  
called him "hard words"; said further:  
"that, surely, he had gone again to the Race  
— for gambling there was his vice. That  
from that Office they had sent that morning  
to Branze's home in Brooklyn to inquire  
after him, not seeing him at the Office,  
& had learned: that he had left a week since.  
Mr. James C. Grip urged me to go to Detective's Office  
and to take out "Warrant". When I said:  
"Must this be? I cannot call there!" Mr. Grip  
said: "Do you like to lose all that money?  
I would not!" — and he proposed that Mr.  
Calvin Doolin, Cashier at that Office, should call  
for me at Detective's Office, & accompany me  
to go to Police Court & make Affidavit & take  
out Warrant, — which was subsequently  
done. —

April 12, 92: N.Y. Life telephoned: "Branze in Canada."

April 14, 92: N.Y. Life telephoned: "Mrs Branze on her  
way to see me, & that I should not tell her anything of  
what had been done in behalf of H. Branze." —

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The "Nevada", 205 W. Boulevard,  
between 69<sup>th</sup> & 70<sup>th</sup> Streets,  
New York, May 30<sup>th</sup>, 1892.

To / Assistant District Attorney Davis,  
Sessions Building,  
New York.

Dear Sir,

Enclosed please find  
the history and facts with  
correct dates relating to the  
"Branze" affair, which - we  
thought - might assist  
you in having a clear  
view of the same. It is a  
dear experience for misplaced  
confidence, that we can ill afford.  
- Miss Mary A. Boyle's address  
is #161 East 31<sup>st</sup> Street, New York.  
it might be well to have her there  
in case of evidence. -

Thanking you for your kind interest,

I remain

Yours Respectfully,  
Maria Hans. Boeke

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February 23, 92. Herman Branze called for the first time  
Application for Pol. made.

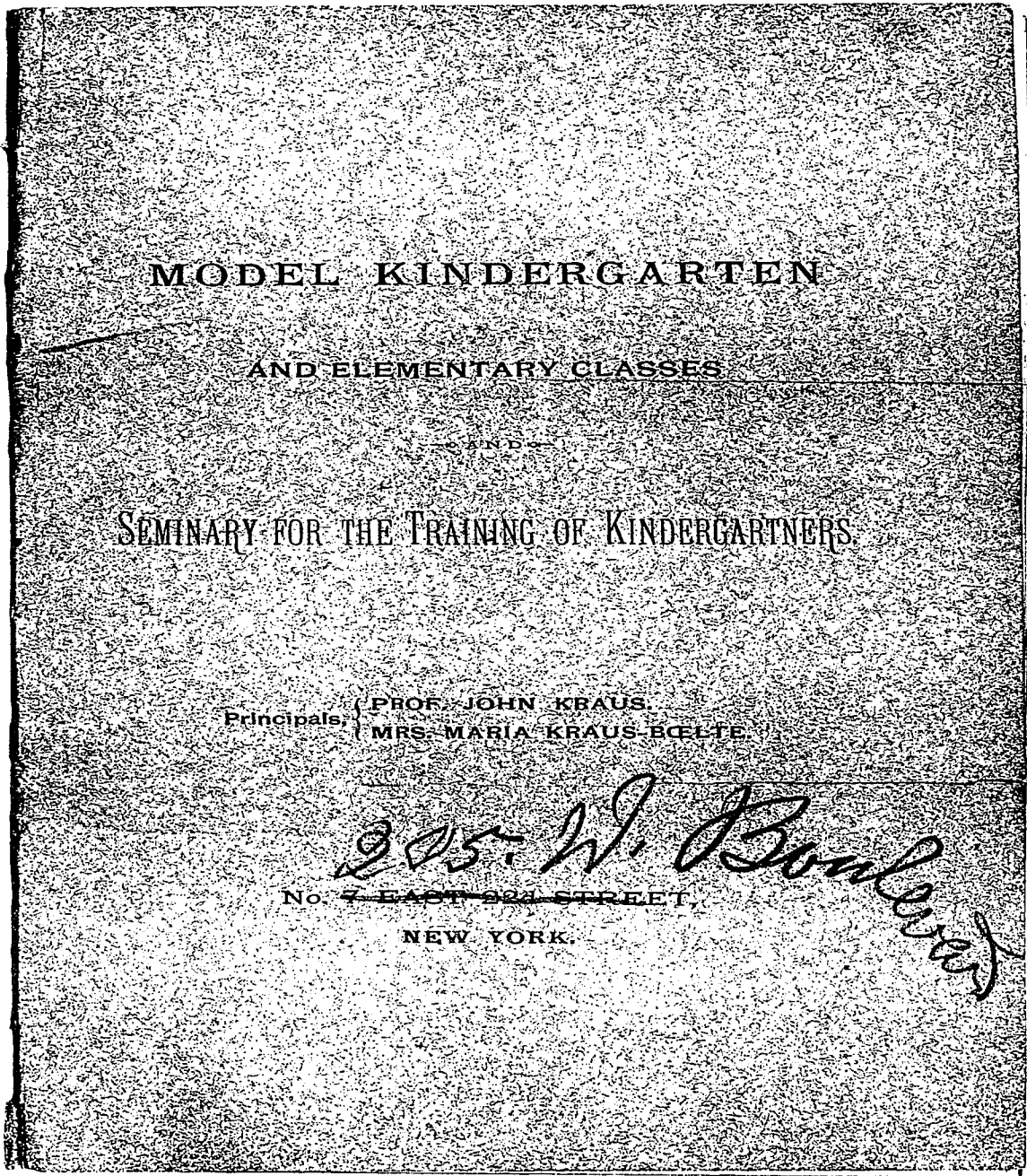
Febr: 24, 92. Policies were issued.

March 14, 92. H. Branze proposed the payment of  
the 2<sup>d</sup> year's premium, up to Feb: 27, 1894.

Inducement: Reduction, and to assist him in his  
purpose of standing highest among Agents of  
"N. Y. Life" by handing in at Office the largest  
sum of money, & receiving a beautiful Gold Prize  
Medal and the appointment of the position  
as Assist: Manager at N. Y. Life uptown Office - told  
by Mr Robert <sup>he said</sup> ~~Max~~ who <sup>was</sup> to be preferred as Manager  
to some other City. Branze said: "If I can get your  
second year's Premium, - and another gentleman's  
of whom I am almost sure, - than I stand  
highest among the Agents." To verify this, he brought  
said Medal, saying: "Mr James C. ~~Max~~, a manager of  
the N. Y. Life uptown Office, let him do this." - We had  
full confidence in Branze as a trusted Agent of  
this great Company.

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MODEL KINDERGARTEN

AND ELEMENTARY CLASSES

— AND —

SEMINARY FOR THE TRAINING OF KINDERGARTNERS.

Principals, { PROF. JOHN KRAUS.  
                  { MRS. MARIA KRAUS-BELTE.

*325 W. Boulevard*  
No. 7 ~~EAST 22d STREET,~~  
NEW YORK.

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THE PEOPLE

vs.

HERMAN BRANZE.

COURT OF GENERAL SESSIONS, PART I.

BEFORE JUDGE MARTINE.

Wednesday, June 15, 1892.

Indictment for grand larceny in the first degree,  
second offence.

Asst. Dist. Atty. Davis for the People.

Mr. Goldsmith for the Defendant.

ROBERT M. VAN DYKE, a proposed juror, was called  
and sworn.

Mr. Davis: No challenge.

The Court. Q The challenge is with the defence.

Counsel. Q. Mr. Van Dyke, what is your business?

A Buyer.

Q. For whom? A. The S.S. White Dental Manufacturing Co.

Q. Have you ever served as a trial juror in a criminal case before to-day? A. Several years ago, three or four years.

Q. You know the duties of a juror? A. Yes sir.

Q. Do you know that the defendant is entitled to the benefit of every reasonable doubt in a case? A. I do.

Q. Would you require the defendant to prove his innocence?

A. I would.

Counsel: I submit the challenge.

By the Court. Q. Let me see if you understand the situation.

Q. Don't you know it is the duty of the People to prove the case? A. I do.

Q. It is not the duty of the defendant to prove his innocence, the people must prove their case to the satisfaction of the

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jury beyond a reasonable doubt?  
understood your question.

A. Yes sir, I mis-

The Court: Challenge overruled.

By Counsel. Q. Mr. VanDyke you know that the People have got to  
prove their case beyond all reasonable doubt, do you not?

A. Yes sir.

Q. And after all the evidence on both sides would be finally  
submitted to you and a doubt would arise upon all that evi-  
dence, to whom would you give the benefit of it?

A. The prisoner.

Q. If after all the evidence was finally submitted to you and  
you retired to the jury-room to deliberate upon your verdict  
and you had formed an impression as to the innocence or guilt  
of this defendant, would the fact <sup>that a</sup> ~~of the~~ majority of the  
jurors in the jury-room had a different opinion from yours --  
would you then side in with the majority?

The Court: Question excluded.

Counsel: I take an exception.

The Court: If you ask him if he had another opinion I will allow  
it but in the form you put it I will not allow it.

By Counsel. Q. Would the fact that you had already had an opinion  
upon all the evidence submitted to you and you entered your  
jury-room, would the mere fact that other jurors had formed  
a different opinion in any wise tend to influence your ver-  
dict with the majority?

A. It would not.

Q. You would stand out alone?

A. On my own opinion.

Q. On your own opinion?

A. I would.

By the Court Q. In other words, merely because people had a dif-  
ferent opinion from you, you would not yield your opinion?

A. No sir.



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Q. You would argue and consider the evidence with your fellow-jurors? A. I would, yes sir.

Q. If they convinced you that you were wrong you would not hesitate to abandon the wrong and take the right, if you were satisfied that they were right? A. No sir.

By Counsel. Q. Have you ever been an agent of any life insurance company? A. I have not.

Counsel: The Juror is acceptable.

The Court: There being no other challenge Mr. VanDyke may be sworn as the eleventh juror.

The panel having been completed, Mr. Davis opened the case for the people.

Counsel: I object to the District Attorney stating that the defendant was an agent of the New York Life Insurance Company because the indictment said he was not an agent.

The Court: Objection overruled.

Counsel: Note an exception.

FRANK J. KALT, sworn and examined.

By Mr Davis. Q. Where do you live? A. No 501 Atlantic Avenue, Brooklyn.

Q. Are you connected with the Court of Sessions of Kings County? A. Yes sir.

Q. Clerk of the Court of Sessions of Kings County? A. Assistant clerk.

Q. Have you come here in obedience to a subpoena duces tecum to produce the record of that court? A. Yes sir.

Q. Have you got the record with you? A. Yes sir.

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- Q. Will you produce it? A. Yes sir.
- Q. Just turn to the record of the filing of the indictment?
- A. There is the indictment. (Producing the indictment)
- Q. You were subpoenaed to produce an indictment against one Herman Brindze? A. Yes.
- Q. Have you produced that indictment? A. Yes sir.
- Q. Is this the indictment? (Showing it ) A. Yes sir.
- Q. Where did you get that? A. In the clerk's office of the Court of Sessions of Kings County.
- Q. You produced it here from that office, have you?
- A. Yes sir.

The record was marked Peoples' Exhibit No.1 for identification.

- Q. Have you the record of the trial of that indictment, Peoples Exhibit No.1? A. Yes sir.
- Q. What is the book that you hold in your hand?
- A. This is the Clerk's minutes.
- Q. The Clerk's minutes of the Court of Sessions of Kings County?
- A. Yes sir.
- Q. What page have you opened it at? A. No.241.
- Q. Do you find there the record of the trial of Herman Brindze upon the indictment marked Peoples' Exhibit 1?
- A. Yes sir.
- Q. Does the record continue on page 242? A. Yes sir.

The two pages were marked Peoples' Exhibit No.2 for identification.

- Q. Do you find any other entry in the book that you have just testified to of the proceedings in the trial of Herman Brindze upon this indictment marked Peoples' Exhibit NO .1?
- A. Yes sir, on page 351.

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(Page 351 was marked Peoples' Exhibit No.3 for identification.

Q. Any other entry in this book? A. No sir, not in that book.

Q. What is this other book which you have in your hand?

A. The minutes of the Clerk of the Court of Sessions of Kings County.

By the Court. Q. Another book? A. Yes sir.

Q. Another volume? A. Another volume, this is volume 38.

Q. What was the other number? A. No.37.

By Mr.Davis Q. On page 1 do you find any record of the indictment Peoples' Exhibit I in evidence of Herman Brindze?

A. Yes sir, the record of conviction.

It was marked Peoples' Exhibit No.4 for identification.

Q. In this volume 38 of the minutes of the Court Of Sessions do you find any other entry concerning that indictment?

A. No sir.

Counsel: Not a question.

JOHN F. CLARKE, sworn and examined by Mr.Davis.

Q. Mr.Clarke, where do you live? A. No.314 South 3rd Street, Brooklyn.

Q. And are you assistant District Attorney of Kings County?

A. I am.

Q. How long have you been Assistant District Attorney of Kings County? A. Eight years.

Q. Then you were Asst. Dist. Atty. during the year 1886, were?

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you not? A. I was.

Q. Do you know the defendant Herman Branze? A. I do by sight.

Q. Will you look at Peoples' Exhibit No.1 which is an indictment against Herman Brindze, have you ever seen that paper before? A. I did.

Q. And were you in Court at the time that indictment was tried? A. I was.

Q. Was the defendant called to the bar to answer that indictment, the defendant named in that indictment? A. He was.

Q. Do you see the defendant named in that indictment in Court now? A. Yes, Herman Brindze, the defendant in this prosecution.

Q. This defendant here is the same man? A. Yes sir.

Q. Did you try the indictment? A. I did.

By the Court. Q. Herman Brindze you say? A. Brindze.

By Mr.Davis. Q. The Herman Brindze mentioned in the indictment that you now hold in your hand, Peoples' Exhibit No.1 for identification is the Herman Branze who is here at the bar being tried now? A. The same one.

Mr.Davis: Now I offer the indictment in evidence.

Counsel: Objected to upon the ground that there is no proof showing that this is the indictment upon which this defendant has been convicted, and also upon the ground that there is no evidence here of any sentence by any Judge of this defendant or the defendant named in that indictment.

By the Court. Q. Mr.Clark, were you in Court at the time of the trial of the defendant named in this indictment?

A. I was, yes sir.

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- Q. Was the defendant named then present? A. He was.
- Q. Who was that person? A. This defendant in this prosecution.
- Q. And the person then called Herman Brindze appeared in answer to this indictment? A. Yes sir.
- Q. Was the indictment tried? A. It was.
- Q. And who was the person who appeared on that trial as the defendant? A. This defendant in this prosecution.
- Q. Is this the indictment on which that trial was had?

A. This is the indictment.

The Court: The indictment will be received.

Counsel: I further object to it upon the ground that it is not signed by any officer authorized by law and there is no evidence here to show that it was signed by any officer authorized by law and that there is no evidence to show that it was filed in the proper office.

The Court: Objection overruled, the indictment may be received.

Counsel: I take an exception.

Mr. Davis: I offer the indictment and the record upon it.

Indictment of the People against Herman Brindze, filed the 26th day of March, 1886. Pleadet not guilty. Counsel F.L. Backus, Esq. Tried 7th and 8th days of April, 1886.

Verdict, guilty; April 8th, 1886. Sentenced two years and six months, Kings County Penitentiary, May 14, 1886. The indictment charges the defendant with the crime of presenting a false and fraudulent claim for the payment of loss upon a contract of insurance. The crime is alleged to have been committed on the 11th day of August, 1884. Now I offer in evidence Peoples' Exhibit No. 2 for identification which is pages 241 and 242 of the minutes of the Court of

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Sessions, volume 37, identified by the assistant clerk of the Court of Sessions.

Counsel: I object to it upon the ground that the minutes offered here by the District Attorney are not signed by any officer as required by law.

The Court: The record may be received.

Counsel: Do I understand that the contents of the offer is received?

The Court: Certainly, the entire record; the Clerk of that Court proved the record.

Counsel: I take an exception.

Mr. Davis: I will read the record. People of the State of New York, against Herman Brindze. John Clark, Asst. Dist. Atty. Indictment for felony presenting a false and fraudulent claim for the payment of loss upon a contract of insurance. Foster L. Backus. The District Attorney moves this indictment for trial. The Court so ordered and the following jurors were drawn, empannelled, accepted and sworn to try the same. Then come the names of the jurors, then come the name of the peoples' witnesses, then the entry of the trial continued until April 8, 1886. Proclamation made in Court, adjourned until April 8, 1886. Thursday, April 8, 1886, Court met, present the Hon. Henry A. Moore, County Judge. James Savage and John McMahon, Esqs. Justices of the Sessions. Proclamation made and Court opened.

John Clark, Asst. Dist. Atty. Indictment for felony presenting a false and fraudulent claim for the payment of loss upon a contract for insurance. Foster L. Backus. Trial continued from April 7, 1886. Jurors then empannelled and sworn appear and answer to their names. The jury without

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leaving their seats say they find the defendant at the bar guilty as charged in the indictment, and so say they all.

I offer now in evidence Peoples' Exhibit 3 for identification being page 351 of the minutes of the Court of Sessions, volume 37.

Counsel: Same objection and same ruling.

The Court The same ruling; you may read it.

Mr. Davis: Herman Brindze indicted for felony, presenting a false and fraudulent claim and so on. I read the sentence now.

Whereupon it is ordered and adjudged by the Court that the said Herman Brindze for the offence aforesaid whereof he is convicted, be imprisoned in the Penitentiary and Workhouse of the County of Kings for the term of two years and six months.

I offer now in evidence Peoples' Exhibit 4, being page 1 volume 38. minutes of the Court of Sessions, Kings County.

Counsel: Same objection and same ruling.

The Court: You may read it.

Mr. Davis: Records of Conviction, May term, 1886. Herman Brindze was indicted for presenting a false and fraudulent claim for the payment of a loss upon a contract of insurance after having at the city of Brooklyn in the County of Kings on or about the 2nd day of September, 1884. unlawfully and feloniously made and presented to the German American Insurance Co. a certain false and fraudulent claim for the payment of loss by fire upon a certain policy and contract of insurance heretofore made by the German American Insurance Company with the intent to cheat and defraud said German American Insurance Co. and being arraigned upon said indictment,

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pleaded not guilty, was tried, convicted and punished the 14th day of May, 1886, and sentenced to be imprisoned in the Kings County Penitentiary for the term of four years and six months. It is a clerical error I suppose.

Counsel: I object.

By Mr. Davis Q. Were you in court at the time the defendant was sentenced?

A I was.

Q. And this sentence was two years and six months?

A. That is my present recollection of it.

Q. You know that he was sentenced?

A. I know he was

sentenced, I was there at the time.

CROSS EXAMINED.

By Counsel. Q. Mr. Clarke, you tri-ed this defendant, did you not?

A. Idid.

Q. And isn't it a fact that the defendant pleaded guilty to this charge?

A I think the verdict was rendered by the jury as has been read from the minutes here without their leaving their seats; that is my present impression, I do not think he pleaded guilty.

Q. Isn't it a fact that this defendant after the trial had continued about half way through, entered a plea of guilty and then the Judge instructed the Jury to find the defendant guilty?

A. I think that was the termination of the case.

Q. That was the way it occurred and that is the reason that the record shows that they found the defendant guilty without leaving their seats?

A. I assume that is why the

record appears in that way.

Q. The case was never submitted to the jury after argument, was



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**POOR QUALITY  
ORIGINAL**

it?

A. It did not go to the summing up.

WILLIAM SMITH, sworn and examined.

By Mr. Davis. Q. Mr. Smith, where do you live? A. No. 106 North  
Eighth Street, Brooklyn.

Q. What business are you in? A. Hall keeper in the  
Kings County Penitentiary.

Q. What kind of a keeper? A. Hall keeper.

Q. How long have you been there in the Penitentiary in that ca-  
pacity? A. Well, I have been there since 1885 hall-  
keeper, I have been there fourteen years going on fifteen  
years.

Q. Is that the long term prison? A. Yes sir.

Q. Where is it situated? A. One wing of the prison --  
there is two wings.

Q. Where is that? A. The 24th ward of Brooklyn.

Q. The City of Brooklyn, Kings County? A. Yes sir.

Q. Do you know this defendant? A. Yes sir.

Q. Where did you first meet him? A. Coming in as a  
prisoner for two years and six months in 1886.

Q. Coming in where? A. To the Kings County Penitentiary.

Q. Was he confined there as a prisoner? A. Yes sir.

Q. He served his term? A. He served two years and one  
month, he lost one month for bad conduct.

Q. Look at the paper which I hand you, did you bring that here  
this morning? A. Yes sir.

Q. Where did you get it? A. The Kings County Peniten-  
tiary, from the clerk.

Q. Is it part of the record of Kings County Penitentiary?

A. The record of Herman Brindze.

Q. Is it part of the records? A. Yes sir.

Q. What is it? A. The record of the conviction of  
Herman Brindze for felony presenting a - - -

Q. Is it a commitment? A. The commitment.

Q. Under which he was received and served his sentence?

A. Yes sir.

Q. Is the person named in that paper this defendant here?

A. Yes sir.

Mr. Davis: I offer it in evidence, marked Peoples' Exhibit B.

At a Court of Sessions holden in and for the County of Kings at the Court house of the City of Brooklyn on the 14th day of May, 1886, present the Hon. Henry A. Moore, County Judge of the County of Kings; John McMahon, Esq. and James Savage, Esq., justices of the Sessions of the County of Kings. Indictment <sup>ed</sup> for felony, presenting a false and fraudulent claim for the payment of a loss upon a contract of insurance, and convicted thereof by the verdict of the jury.

The people of the State of New York against Herman Brindze, whereupon it is ordered and adjudged by the Court that the said Herman Brindze for the offence aforesaid whereof he is convicted, be in prison in the Penitentiary and Work house of the County of Kings for the term of two years and six months.

A true extract from the minutes. D. J. York, clerk, with the seal of the Court of Sessions of the County of Kings upon it.

Endorsed Kings County Court of Sessions, People against Herman Brindze, copy of commitment. Dated May 14, 1886.

Felony, Penitentiary. Two years and six months Kings

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County Penitentiary. Full term, November 13, 1888. Short term May 13, 1888. Marked Kings County Penitentiary, June 13 1888, discharged. Then Kings County Penitentiary, May something, 1886.

Q. I draw your attention to the stamp in the green ink at the bottom, can you make out the date there?

A. Discharged June 13; he lost one month.

Q. This green here what is that? A. That is received, Kings County received May 13, 1886.

Q. Is that the date of the receipt of the commitment and the prisoner? A. Yes sir.

Q. And the stamp Kings County Penitentiary, June 13, 1888, discharged, is that the date of his discharged June 13, 1888?

A. Yes sir.

Q. I notice in red ink full term November 13, 1888, what does that mean? A. He got six months shortened for good conduct. A man gets two years and a half and he serves two years provided he is good.

By the Court. Q. I understood you to testify he lost a month?

A. Yes sir.

#### CROSS EXAMINED.

By Counsel. Q. Who handed you this commitment, a copy of the judgment? A. The clerk of the Penitentiary.

Q. There are records in the Penitentiary showing the date of the receipt of prisoners, are there not? A. Yes sir.

Q. And also dates of their discharge? A. Yes sir.

Q. Those are entered by the clerk of the Penitentiary, are they not? A. Yes sir.

Q. Did you ever see any of those records kept by the Clerk?

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ORIGINAL**

A. Yes sir.

Q Did you ever make any of the entries in those books?

A. No sir.

Q. You did not?

A. No sir.

Q. The clerk himself made all those entries?  
clerk makes most of them.

A. Yes, the

Q Those entries are the official records of the Penitentiary,  
are they not?

A. Yes sir.

Counsel: I move to strike out all the testimony offered on the  
part of the prosecution to establish the former conviction.

The Court: Motion denied.

Counsel: I take an exception.

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**POOR QUALITY  
ORIGINAL**

MARIA KRAUS BOELTE, sworn and examined.

By Mr. Davis. Q. Where do you live? A No. 205 Western  
Boulevard.

Q. New York City? A. New York City.

Q. How long have you lived there? A Since the end of  
September, in September, 1891.

Q. You are living there with your husband Mr. Kraus?

A. My husband and I .

Q. That composes all your family I suppose?

Objected to as immaterial. Objection overruled.  
Exception.

A. I have a little girl, the little girl is during the  
day with us, that is all.

Q. Not your little girl? A. No sir, she is for house-  
cleaning.

Q. Are you engaged in any business Mrs. Kraus?

Objected to as incompetent, irrelevant and immaterial.

Objection overruled. Exception.

A. I am.

Q. What is it? A. I am a teacher of kindergarten  
teachers --- training teachers.

Q. Training teachers for kindergarten service? A. Yes sir.

Q. How long have you been engaged in that business?

Objected to. Objection overruled. Exception.

A. In this country or altogether?

Q. Altogether? A. Thirty-one years.

Q. Do you know this defendant Herman Branze? A. I do.

Q. When did you first meet him? A. On the 23rd of  
February, 1892.

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**POOR QUALITY  
ORIGINAL**

By the Court. Q. Last February?

A. Last February.

By Mr. Davis. Q. Where did you meet him?

A. In our flat.

Q. Where is that?

A. No. 205 Western Boulevard, New York City.

By the Court. Q. Between what streets is that?  
and 70th Streets.

A. Between 69th

B. Mr. Davis. Q. I understand you to say you had not known him before that?

A. No sir.

Q. How did you come to meet him at that time?

A. My name

and address were given to him by a lady who holds a life policy; the lady was a former pupil of ours and an assistant in our former kindergarten years ago, she is a friend of our family, she thought it would be -----

Objected to.

Q. Come down to the time when he first came there?

A. The 23rd of February, 1892.

Q. And who was present when he came?

A. I saw him first

alone and then I took him to Mr. Kraus.

Q. Now will you state in detail the conversation you had with him when you first met him when you say you saw him alone as near as you can get to it?

A. I said to him, "is this Mr. Branze, the agent of whom Miss Boyle spoke to me; he came in the flat and he was brought to my little office and then he was announced to me and I went in to see him, as Miss Boyle had talked to me about him and spoken about this insurance affair. I said. "is this Mr. Branze, the agent of the New York Life?" And he said that he was. I really cannot remember the conversation as it was going on.

By the Court. Q. Give it as your memory serves, we do not expect

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you to give it word for word but as your memory serves tell us that conversation? A. That is, he was coming to ask me to insure my life, something to that amount, to insure my life in the New York Life Company, and I said I never did anything without my husband to know and I would like to take him in and introduce him to him and to lay the affair before my husband; that was the purport of the whole thing.

By Mr. Davis. Q. What is the name of your husband?

A. John Kraus.

Q. Is he here to-day? A. He is here.

Q. Did you take him in to your husband? A. I took him in and introduced him to Mr. Kraus. Mr. Kraus at first would not ----

By the Court. Q. You stayed there and heard the conversation?

A. Yes, I told him that ----

Q. In what way did you introduce him, do you recollect?

A. I believe I said, "this is Mr. Branze of whom Miss Boyle talked to us," I don't know whether I said agent.

Q. Mr. Kraus was not at first favorably inclined. Mr. Branze told us about the advantages of the New York Life and Mr. Kraus and I assented that I should -----

Q. Tell us in what words you assented, if you recollect?

A. No sir, I could not.

By Mr. Davis Q. You took him into Mr. Kraus, did he say anything to Mr. Kraus?

A. He explained the advantages of taking a policy from the New York Life.

Q. What did Mr. Kraus say to it? A. At first he did not say much, he did not wish to at first but hearing it all over

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POOR QUALITY  
ORIGINAL

again he assented, and Mr. Branze took my name down, what is the customary thing, and I paid him on that ten dollars, he said something had to be paid down in cash; and I said "I have not much money with me in the house, I never have, " and I could give him ten dollars and he was satisfied with that, a ten thousand policy.

By the Court. Q. Did he give you a receipt? A. For the ten dollars he gave me a receipt, afterwards that receipt was cancelled because when I paid him the balance \$1202.00 then that first receipt was cancelled and he made it out in full.

Q. What did he say the ten dollars was for?

A. They had to pay something in at the New York Life.

Q. Was anything said by Branze as to where his office was?

A. Yes sir, I believe it was 123 Union Square, under Mr. James Mix.

Q. Did you give him an order for the policy then? A. I did.

Q. For how much? A. A ten thousand policy.

Q. What was the premium to be paid? A. \$1212.00 a year.

Q. A yearly policy? A. No, it was a ten years policy.

Q. I meant to say was the premium to be paid each year?

A. Yes sir, yearly.

By the Court.

Q. You gave an order for a ten thousand policy, is that right?

A. Yes sir.

Q. And the premium was what? A. \$1212.00.

Q. On my life.

By Mr. Davis. Q. On your life? A. On my life.

Q. Now do you recollect anything else that was said at that interview? A. Not anything that strikes me ---- my head is so full.

Q. Nothing that you can recollect now? A. No sir, I do not.

AS



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**POOR QUALITY  
ORIGINAL**

Q. Did you pay that money in cash or by check, the ten dollars?

A. Yes sir, the ten dollars in cash.

Q. Branze then left your house? A. He left the house.

Q. When did you hear from this after that, the next time?

A. The next day.

Q. Let me get the date again, the 23rd of February?

A. I think it was the 24th that he came back with Dr. Lyon from the New York Life.

Q. I mean the first day that you saw him there? A. The 23rd.

Q. The 23rd of February 1892, then your recollection is that you saw him the next day? A. The next day.

Q. And where was he? A. Again in the office.

Q. What office? A. My office.

Q. He came to your house, did he? A. To our house again.

Q. Was he alone? A. No, Dr. Lyon from the New York Life, a physician, was with him, to see if I were a fit person for the New York Life.

Q. Were you examined by the physician? A. I was, sir.

By the Court. Q. Did he examine you on that day then? A. On that day.

By Mr. Davis. Q. Did Branze say anything about it, what did he say at that interview? A. He came and he introduced Dr. Lyons and then he had to leave the room because I was going to be examined.

Q. After the examination did you have any talk with Branze?

A. No, not that I can remember ---- those gentlemen left very soon after.

Q. That was on the 24th? A. I believe it was the 24th, the next day.

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POOR QUALITY  
ORIGINAL

Q. When next did you hear of this policy? A. I am doubtful whether I saw Mr. Branze the next day or the following day but another investigation was made by a doctor.

By the court. Q. You saw him one or two days after? A. Yes sir, two days after I think so.

By Mr. Davis. Q. Whereabouts did you see him? A. In our rooms again.

Q. Did he come alone? A. NO.

Q. With whom? A With I think Dr. McAdam or Dr. Adams from the New York Life.

Q. Were you examined at that time? A. Yes sir, there was a doubt -----

By the Court. Q. Was there a second examination? A. A third, the next day Dr. Lyon came again to examine my throat, seeing that I was hoarse he had a doubt whether I should be accepted or not.

Q. You were examined by Dr. Lyons on two successive occasions? A. Yes sir.

Q. And the following day you were examined by Dr. Adams or McAdams? A. I believe it was the next following day or two days, it was between the 23rd and the 26th that this all occurred.

By Mr. Davis. Q Did Branze say anything at that time, that last examination? A. No, he was very quiet and nice.

Q. Did he leave with the doctor? A. He left with the doctor.

Q. When next did you hear of him or this policy? A. He wrote a note that he had my policy.

By the court. Q. You received a note? A. I received a note

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POOR QUALITY  
ORIGINAL

from him that he had my policy made out.

Q. Signed by whom? A. By Mr. Branze.

Q? Have you that note, you say note, you mean a letter?

A. I mean a letter, I do not think I have got that one.

By Mr. Davis. Q. You received a note signed by him, did you?

A. Signed by him saying -----

Q. Did you see him after you got the note? A. Yes sir.

Q. How long after? A. I believe it was the last day of February or the first of March he brought the policy.

Q. Where was he? A. In our room.

Q. And he brought the policy? A. The policy.

Q. Did he give it to you? A. He gave it to me.

Q. What did you give him in return for it? A. \$1212.00.

Q. You gave him \$1212.00 A. I do not know whether I gave it to him that day or before.

By the Court. Q. You gave him \$1212.00? A. \$1212.00, a check in his name, because he did not wish to accept a check on the New York Life ----- ten dollars was the amount I paid him before, I gave him \$1202.00.

Q. You gave the defendant a check to his own order?

A. Yes sir, to his own order.

By Mr. Davis. Q. At the time you made out the check was he there?

A. Yes sir, he was there.

Q. What conversation did you have about it with him, what did he say and what did you say? A. He merely wished

that we should make out the check in his name ; I have got the check here.

By the Court. Q. What were the words he used in saying that, as far as you recollect? A. He said "I would rather", he

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ORIGINAL**

said something like that, "I would rather that you would make it out in my name."

Q Had you made out a check? A. No sir, I think I had not made it out, I believe I started to make it out, I did not write it out, Mr. Kraus wrote it out, my husband.

Q. As your husband was at his desk or table? A. At his large table.

Q As he was writing, was it then that this remark was made? A. Yes sir.

Q. What were his remarks? A. I do not know the words-- that he would rather have it in his own name, the check in his own name.

B Q. "I would rather have the check in my own name", is that it? A. Yes sir.

Q. Was anything said by them or by you? A. NO.

By Mr Davis. Q. Did he assign any reason for having it in his own name? A. I do not know.

Q. You do not remember why? A. NO.

Q. Have you got the check? A. That is it. (Producing it)

Q. This is the check of which you have just been testifying? A. Yes sir.

Q. In whose handwriting? A. Mr. Kraus's handwriting.

Q. Is it all Mr. Kraus's handwriting? A. Yes sir, except my name underneath and I think I wrote that number.

By the court. Q. You mean this signature here, that is yours? A. That is mine.

Q. It is a joint check of your husband and yourself?

A. He always writes the large checks like that.

Q. The bod of the check was in the filling up of your husband? A. Yes sir.

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**POOR QUALITY  
ORIGINAL**

Q. Is that your husband's and yours signature, you endorsed it?

A. He (the defendant) could not cash it at the bank and he came and asked me -----

Q. Whose signatures are those?  
and mine.

A. That is my husband's

The check was marked Peoples' Exhibit No.6 for identification.

Q. I notice on the back of it your husband's name, is that in your husband's handwriting?

A. Yes sir; you will see

it was paid on the 25th.

Q. It was paid on the date of the check, was it?

A. Yes sir, on the date of the check.

Q. I see Maria Kraus Bolte on the back of it, is that your handwriting?

A. That is my handwriting.

Q. Did you see anybody write that other endorsement, Herman Branze?

A. No, I did not.

Q. Will you tell the court and Jury why you and your husband endorsed that check Exhibit 6 for identification?

A. Mr. Branze came and said that he could not get the money.

By the court. Q. Had he gone away, had he received the check and gone away?

A. Yes sir, he went away.

Q. How long was it before he returned?  
know.

A. I really don't

Q. About? A. I think it was about the next day, it was the next day the 26th.

Q. Now what transpired?

A. He said that he could not cash the check and asked me to go with him to the Bank to have it cashed or see it cashed and I did, I stood by.

Q. Did you go?

A. Yes sir.

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POOR QUALITY  
ORIGINAL

By Mr. Davis. Q. That is the Second National Bank, Fifth Avenue and  
23rd Street? A. Yes sir.

By the court. Q. Did you go with him? A. Yes sir.

Counsel: I object to all this examination upon the ground that we  
are charged with a crime committed on the 15th day of March,  
1892.

Objected to as irrelevant and incompetent.

The Court: Objection overruled.

Counsel: I take an exception.

By the Court. Q. You went to the Bank with him? A. Yes sir.

Q. What date? A. I think it was the 26th of February.

By Mr. Davis. Q. Now when you got to the Bank what took place there?

A. I introduced him and stood by and saw that the money  
was given to him. Mr. Branze said, "why could you have not  
saved Mrs. Kraus the trouble of coming down here?"

Q. Who said that? A. Mr. Branze to the cashier, and the  
cashier said, "well, why did not you bring some identifica-  
tion from Mr. Robert Mix?" And he said, "they could not  
come down here," he could not call them, they were so busy or  
something to that effect, I do not remember that, I did not  
think it important at the time.

Q. Have you stated all that took place in the Bank?

A. Yes sir, in the Bank.

Q. Did you see the defendant get the money? A. I saw it.

Q. In what shape was it? A. In notes, in bills.

Q. Where were you when you wrote your name upon the back of  
this check? A. In our room.

Q. And your husband, where was he? A. In the same room.

Q. And when the check was cashed it came back to you in the  
regular course of business, when you had your book sent to

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POOR QUALITY  
ORIGINAL

the Bank did or not this check come back to you cancelled in the regular course of business?

A. Yes sir.

Q. Now produce the \$10,000 policy?

A. I took two other policies out.

Q. Never mind, produce that policy?  
(Witness produced a policy.)

A. This is it.

Q. You have handed me an envelope containing a policy of insurance, is that the policy which the defendant handed you?

A. Yes sir.

Counsel: We admit the policy.

Mr. Davis: I offer the check and policy in evidence, the check is

Exhibit 6. and the policy is Exhibit 7. The defendant admits that the endorsement Herman Branze on Peoples' Exhibit 8 in evidence, is his handwriting. The policy is No. 42292, New York Life Insurance Co. Assurance on the life of Maria Kraus Bolte. amount \$10,000. Ten years policy, premium \$1212. Non-forfeit, free tontine policy endowment.

Q. You are the person mentioned in that policy, Madam?

A. Yes sir.

Q. Now that policy you say was given to you on what day in February, what date?

A. It was issued on the 27th day

of February but handed to me I believe on the first day of March.

Q. On the 27th day of February, 1892, that is the date of the issue of the policy?

A. Yes sir, 1892.

Q. Did you receive any other policies from him on that day?

A. Yes sir, two other policies I received.

Q. Two other policies, on what day did you receive them?

A. I received them ---- they were issued also on the

27th day of February, 1892, they bear the same date but they were taken out a few days later, Mr. Branze saying that if I were to take them out within a week I would not need to have another examination from the medical gentlemen.

Q. So you took out two more? A. Two more.

Q. For how much? A. Each five thousand dollars.

Q. Have you those policies? A. I have.

Q. Did the defendant give them to you, hand them to you?

A. He did. yes sir.

Q. And did you pay him the premiums on them? A. I paid the premiums on these.

Mr. Davis: These two are offered in evidence and admitted by the defense to be policies which the defendant issued, marked Peoples' Exhibits 8 and 9.

By the court. Q. Did you pay him in checks? A. No sir.

Q. How did you pay the premiums on these two? A. By cash.

Q. At the time that he delivered them to you? A. I do not know whether it was on the same day or before, I think it was before.

Q. You think it was before? A. Yes sir.

Q. Where were you when you paid him the cash? A. In the same room where we received him before and paid him before, our study room, my home.

Q. How much money did you pay him on those two policies?

A. I paid him \$1212 less \$150.

Q. Had you any conversation with him about giving him cash instead of a check for those premiums? A. Yes sir.

Q. What was it? A. He expressed a wish not to give him a check but to pay him in cash.



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POOR QUALITY  
ORIGINAL

By the Court. Q. Just tell us what he said? A. I feel timid about saying it because I cannot remember the words.

Q. All you are asked is your best recollection?

A. He said as I recollect he would rather we would pay him in cash than by check.

By Mr. Davis. Q. Did he give any reason for that? A. No, but we understood that it was - - - - -

Objected to.

By the Court. Q. Did you make any answer to that? A. NO.

Q. Was your husband present at this time? A. He was present.

Q. Did he say anything? A. NO.

Q. He (the defendant) only said he would rather have you pay him cash than by check and you did pay him? A. Yew sir.

Q. At once? A. Not that day. I had not got the money in the house.

Q. The next day or two days thereafter? A. Here is March 3, but this is the receipt for the three policies together; Mr. Branze asked me to tear the first one and he wrote it out in full instead of deducting the \$150.00

Q. At the time you paid the cash did you receive the policies?

A. Those two policies.

Q. What amount of cash did you pay? A. \$1212.00 less \$150.00, that makes \$1050.00.

Q. \$1062.00 was the amount you paid? A. Yes sir.

Q. Do you recollect the specific sum that you paid?

A. I recollect in all it was \$1212.00 less \$150.00.

Q. Whatever the arithmetic would be, was that what you paid him? A. Yes sir.

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POOR QUALITY  
ORIGINAL

Q. You say you received a receipt?

A. Yes sir.

Q. Is this the receipt you then received?

A. Yes sir, and  
it covered the first policy too.

Q. Where was the other receipt that you received upon getting  
the first policy at that time?

A. The first one, I had  
it.

Q. What did you then do with it, if anything, at that time?

A. He said I should tear it.

Q. Did you?

A. I did.

Q. In his presence?

A. NO.

Q. You tore it afterwards?

A. I tore it afterwards.

Q. He told you to tear it and then you received this one?

A. Yes sir.

Mr. Davis: I offer the receipt in evidence.

Counsel: Objected to upon the ground that this receipt shows that  
it was given to a woman by the name of Mrs. Kraus Bolte and  
the witness on the stand has testified that her name was  
Mrs. Maria Kraus.

The Court: Objection overruled.

Counsel: I take an exception.

Mr. Davis: I read Peoples' Exhibit 10: "March 3, 1892, received  
from Mrs. Maria Kraus Bolte for one years's premium to  
February 27, 1893, \$2224.00. Herman Branze."

The Court: The amount written is not the same as the figures.

By the court. Q. What amount did you pay him in all?

A. \$2,424.00 less \$150.00.

Mr. Davis: That makes \$2,274.00 all together?

By the Court. Q. I understand you to say, Madam, that whatever  
difference there may be in that receipt, that the amount

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POOR QUALITY  
ORIGINAL

you paid to the defendant was \$2424.00 less \$150.00?

A. Yes sir.

Q. Did you observe that receipt? A. Only lately.

Q. You never observed there was any discrepancy between the figures and the body of it until lately? A. No, I was so busy that I put it away and I read the first part and that was all.

Counsel; We admit that is the signature of the defendant.

Mr. Davis: It is admitted that the signature of Herman Branze on Peoples' Exhibit 10, the receipt of March 3, 1892 --- is admitted by the defendant to be in his handwriting. Gentlemen of the jury, these two additional policies bear date, one of them the 27th day of February and the other the third day of March, 1892, one of them the same date as the ten thousand dollar policy and the other a few days later, the 3rd day of March, 1892.

Q. So on the 3rd day of March, Madam, you had on your life three policies aggregating twenty thousand dollars?

A. Yes sir.

Q. Upon which you were paying an annual premium of \$2424.00 is that right? A. Yes sir.

Q. Did you see Mr. Branze after you got the last policy, the third day of March? A. Yes sir, I did.

Q. When did you see him, I mean now, bear in mind, after you had become insured for twenty thousand dollars on these three policies, after receiving the last two policies when did you next see him? A. I cannot recollect.

By the court. Q. About? A. I must have seen him perhaps once but he brought me some papers, to get me acquainted

with what was going on in the New York Life .

Q. About how long? A. It may be a few days after-  
ward.

Q. What did he bring you? A. I do not recollect what he  
brought, he sent me various things and brought things to make  
me acquainted with what was going on, printed papers you  
know, from the New York Life.

By Mr. Davis. Q. Do you recollect any conversation you had with him  
at that time? A. No, it was quite a friendly

conversation that we had.

By the Court. Q. About general matters or about your insurance?

A. Something about the insurance.

Q. Do you recollect anything that was said on the subject of  
insurance? A. NO.

By Mr. Davis. Q. At this time were you still carrying on your busi-  
ness of instructing kindergarten teachers?

A. I was very busy.

Q. And when he came there was it during the session of your  
school, was it while you were engaged in the school work?

A. No sir, not during school hours.

Q. Were you engaged in your school work when he came generally?

A. I am engaged in my school work ~~from~~ the whole day  
until after midnight.

By the Court. Q. You were generally engaged in the work but not  
specially? A. Yes sir, my school is in my home.

By Mr. Davis. Q. Did you see him after that? A. Yessir.

Q. When was it? A. On the 14th of March, 1892, the same  
year, the last 14th of March.

Q. Where was he? A. In our room again in the presence  
of Mr. Kraus.

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Q. Do you recollect the scene as he came in?

A. Yes sir, I do.

Q. Mrs. Kraus, just tell the Jury first what he said when he came in, then what you and your husband said in his presence talk so we can all hear you?

A. Mr. Branze said that he would propose that I should take out the second year's premium and pay for it, and he said further that if we could do a friendly, a kind deed to him as he was so anxious to stand high as an agent among the agents of the New York Life, and if he could get our money for the second year premium and the money of another gentleman, then he would be on the sure, on the safe side and stand highest among the agents of the New York Life; and further he said that if he stood highest he would get a beautiful gold medal that was already on exhibition in the Union Square office and connected with this medal was the position as Assistant Manager, now held by Mr. Robert Mix.

Mr. Kraus and I thought - ---

The Court: I can't take that.

By Mr. Davis. Q. What did he say when he said that, he proposed to take from you your second year premium on the 14th day of March, 1892?

A. He proposed and we assented.

By the Court. Q. You or your husband or both? A. Both of us.

Q. Give the words? A. My husband said, "I think we will do it."

Q. Was any inducement offered you? A. Yes sir, he offered a further inducement in money, that we should instead of paying \$2,424.00 pay only \$2,171.60 ----- \$2,424.00 was the regular price.

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**POOR QUALITY  
ORIGINAL**

By Mr. Davis. Q. Go on, what else did he say when he proposed then to take your money for the second year's premium, had you known anything about it?

A. Yes sir, I had made the remark formerly, "the New York Life seems to be such a good company I wish I could" -----

By the Court. Q. Did you make that remark to him?

A. Yes sir, before.

Q. Go on?

A. "I wish I could settle more premiums."

By Mr. Davis. Q. You wished you could settle more?

A. Yes sir, settle more in advance; and when he made this offer I said, "is it correct, are you permitted to do this?" He said that he was, that he could do it.

Q. Permitted by whom?

A. By the New York Life, otherwise I would not have done it.

By the Court. Q. Did you say the New York Life?

A. Yes sir.

Counsel: I move to strike out the words "otherwise I would not have done it."

The Court: Yes, strike them out.

By Mr. Davis. Q. Then what else took place?

A. Nothing, but I said, "when I have time, the next day, or two days after I would go to the bank and get the money. He asked again to give it to him in cash, to do him a favor and give it to him in cash, not in a check."

Q. When he asked you that what did you say?  
that we would - ----

A. We thought,

Q. Never mind what you thought, what did you say when he asked you to give it to him in cash, anything?  
particular, no sir.

A. Nothing

By the Court. Q. Did your husband say anything?

A. He thought

he would go down - ----

Objected to.

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By Mr. Davis. Q Did you get the cash?  
day and get the cash.

A. I did go the next

Q. Where? A From the bank.

Q. Have you got the check upon which you got the cash?

A. No sir, from my bank book, I did not make a check  
at all, I got this from the Savings Bank.

Q. And how much money did you get?  
\$2,071.60.

A. I got there

By the Court. Q. Have you your bank book here?

A. No sir, I have not.

By Mr Davis. Q. Where is your bank book?  
at home.

A. My bank book is

Q. And it contains the entry of this draft, does it?

A. Yes, it does.

Q. Please bring it to-morrow?

A. I will.

Q. How long after you got this money did you see the defendant  
if you saw him?

A. I think I was not home a quarter  
of an hour when he made his appearance.

Q. What time was it in the day?

A. Near two o'clock.

Q. In the afternoon?

A. In the afternoon.

By the Court. Q. Do you know what day it was?  
15th of March, 1892.

A. It was the

By Mr. Davis. Q. You came in with the money, did you?

A. Yes sir.

Q. You found him there?

A. No, he came after.

Q What was the first thing he said to you?

A. He did not  
say anything but I said, "why this is very curious that you  
are here so soon after I got the money, I did not expect you  
until the day after to-morrow," and he said he was around  
about in the neighborhood busy and he thought he would step

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in.

Q. Go on?

A. And then we gave him the money.

By the Court. Q. Was your husband with you?

A. I gave the

bills to my husband and my husband handed them to him ----  
two one thousand dollar bills I remember and one one hundred  
dollar bill and then a fifty dollar bill and the rest  
smaller bills.

By Mr. Davis. Q. Those bills you handed to your husband you say, and  
your husband handed them right to this defendant?

A. Yes sir.

Q. What did he do with them?

A. He took a large roll of

money out of his pocket and exhibited that money to us; he  
had his pockets full of money, in fact a great deal of money  
he had about him; and he took one of these rolls and put out  
money inside and rolled it up and put it back. I said,  
"aren't you afraid that this might be stolen from you?" And  
he said he always kept his money in the pocket and he has  
never had anything stolen from him; he gave me the receipt  
that you have.

By the court. Q. Was the receipt already written out or did he  
write it?

A. No/ I asked him to bring me a re-  
ceipt from the New York Life and he said when he came he had  
none but he would bring it within a day or two and instead  
I should accept his own receipt meanwhile. I told him to  
bring a receipt from the New York Life when we would bring  
him the money and when he came he did not have the receipt,  
he said he had none with him but he would bring it in a day  
or two, meanwhile he gave me that receipt.

By Mr. Davis. Q. Is that the receipt that he gave you? (Showing  
receipt.)

A. Yes sir, but this is made out on



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the whole sum, I did not give him that sum.

Mr. Davis: I offer it in evidence.

By the Court Q. He said he would bring you the company's receipt?

A. Yes sir, the Company's receipt within a day or two.

Mr. Davis: The defendant admits that the receipt was given by him  
and the signature is his. It is marked Peoples' Exhibit  
No. 11.

By the Court. Q. Did you ever get the Company's receipt?

A. No sir, I did not.

Counsel: We admit the signature.

The Court: That receipt is admitted to be genuine and signed by  
the defendant.

By Mr. Davis. Q. Then he went away leaving that receipt with your  
money in his pocket with the promise -----

A. O, may I say one thing more? I said it was two  
o'clock in the afternoon and I said, "are you going direct  
to the office to deliver this money?" And he said, "I am  
going directly down to Union Square.

By the Court. Q. 2 P.M. you gave him the money and he said "I am  
going down to Union Square", is that right?

A. Yes sir, that is right.

By Mr. Davis. Q. And with the promise that he would send you the  
Company's receipt, is that right?

A. Bring it a day  
or two after, yes sir.

Q. Now did you believe at the time that he was an authorized  
agent of the company?

A. He was.

By the Court. Q. Did you believe that he was?

A. Yes sir, we trusted him, hearing that he was a  
trusted servant for the New York Life.

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ORIGINAL

By Mr. Davis. Q. Now did you believe at the time he said that he was allowed and permitted by the Company to receive this advanced premium that he was so allowed, permitted and authorized to receive it? A. Yes sir, I did, and my husband too.

Counsel: I object on the ground that it is leading.

The Court: Objection overruled.

Counsel: I take an exception.

By Mr. Davis. Q. And did you pay him the money at that time, relying upon the truth of his statements as made to you just before you paid it? A. I did, sir.

Counsel: I object to it on the ground that it is leading.

The Court: Objection overruled.

Counsel: I take an exception.

By the Court. Q. So that relying you say upon his statement that he was authorized to receive the davnace premium and believing those statements to be true you paid him this sum of \$2,171.00, is that right?

Objected to as leading. Objection overruled.

Exception.

A Yes sir.

By Mr. Davis. Q. Now Mrs. Kraus, before you paid this money or any money to the defendant, had you read this printed matter in your policy here, headed, "Provisions, requirements and benefits referred to in this policy"?

A. I must confess that I was careless about that.

Q. Did you read it? A. No sir, I did not.

Mr. Davis: I read now from the contract of insurance which this defendant presented to this witness. "All premiums are due and payable at the home office of the Company unless otherwise

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agreed in writing , but may be paid to agents producing receipts signed by the president, vice-president or actuary and counter-signed by such agents. Notice that each and every payment of premium is due at the date named in the policy is given and accepted by the delivery and acceptance of this policy and any further notice required by any statute is hereby expressly waived."

Q. You have said. as I understand the evidence, that you have never received from the Company any receipt for this premium signed by the president, vice-president or actuary, and counter-signed by the agent? A. For the second premium no sir.

Q. He left you with the promise that he was to send you the Company's receipt, is that right? A. To bring it.

Q. Did he bring it? A. No sir.

Q. Did you see him afterwards? A. Yes sir.

Q. About when did you see him? A. I saw him several times.

By the Court. Q. Where were you in the habit of seeing him, always at your own place? A. At our own place.

By Mr. Davis. Q. What did he say on those occasions?

A. He wanted us to know a young cousin of his and talked about having her enter our school; she had a very lovely voice and he wanted to bring her that she might sing; Mr. Kraus is very fond of music ---- that he could hear it, and he did bring her one day, and when I asked, "where is the receipt?" He said, "I will bring it to you within a day or two"; instead of that he handed me a very worthless statement about the advantages of our premium -----

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The Court: Strike out the characterization.

By Mr. Davis. Q. He handed you a statement of the company, did he?

A. Of the advantages of the policies I had taken out.

Q. He did not give you any receipt? A. NO.

Q. What did you say to him then? A. I asked him to bring it.

By the Court. Q. You asked him on several occasions?

A. Yes sir.

By Mr. Davis. Q. About what date was that when he brought you that statement?

A. I think it was the 20th of March, it was on a Sunday, yes, it was on a Sunday .

By the Court. Q. Was it then that you asked him again for the receipt?

A. Yes sir.

Q. He gave you a printed statement I understand? issued by the Company?

A. Yes sir.

Q. Something showing the importance of insurance in their company?

A. I have got it here.

By Mr. Davis. Q. You put this writing on the back of it?

A. I did, to remember what it was.

Q. With that exception it is in the condition in which the defendant handed it to you?

A. Yes sir.

By the Court. Q. When you asked him for the receipt at that time when he brought you that statement, did he say anything?

A. No, he did not say much, then he said it took some time, that is what he said.

By Mr. Davis. Q. It took some time?

A. It took some time,

I must have a little patience.

Q. You have had a good deal of patience? did.

A. Yes sir, I

Mr. Davis: I offer this in evidence, Peoples' Exhibit No. 12.

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Q. After that did you see him? A. I do not remember whether I saw him then but I remember that he had made an appointment to see us and he did not come and sent us word that he was sick in bed.

By the Court. Q. Word came that he was ill, is that it?

A. Yes, that he was ill.

By Mr. Davis. Q. When after that did you see him?

A. That week Mr. Kraus and I began to grow uneasy.

Objected to.

Q. What did you do? A. I wrote a letter to Mr. Branze asking him to do his duty to us.

Q. Did you write a letter to Branze? A. Yes sir.

Q. And did you mail it? A. I was first going to enclose it in an envelope to Mr. Mix but Mr. Kraus asked me to take the letter out again.

Q. Answer the question, did you mail the letter?

A. I did not enclose it but I changed it and sent it to Mr. Branze directed to the office in Union Square.

By the Court. Q. By mail? A. By mail.

By Mr. Davis. Q. You mailed it? A. I had it mailed.

Q. By whom? A. By my little girl.

Q. Did you give directions to her to mail it?

A. O yes.

Q. And did she go out with it to mail it? A. Yes, I saw her go.

Q. She returned, did she? A. She returned in a little while.

Q. What date was that about? A. I believe it was the 23rd.

Q. Did you preserve any copy of it? A. I have a copy of it yes, it is not a very good copy.

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Mr. Davis: I call upon the defendant to produce the letter.

Counsel: We refuse to produce it upon the ground that no notice to produce was given to us under the rule of evidence requiring the production of papers, etc.

The Court: If you have it you will produce it or secondary evidence must be given.

Counsel: We claim that we never received the letter.

Witness: Mr. Mix will know about it.

By Mr. Davis. Q. Do you know whether it ever came into the hands of the defendant? A. I believe so because -----

By the Court. Q. Of your own knowledge? A. Mr. Branze called---

Q I ask you if of your own knowledge you know?

A By what he said.

Q. By what the defendant said to you? A. By what he said---

Q. To you? A. Yes sir.

By Mr. Davis. Q. What did he say to you? A. He called on the 27th -----

By the Court. Q. After the giving of that letter to mail did you see the defendant? A. Yes sir.

Q. When? A. On the 27th of March.

Q. Did you have any conversation with him? A. Yes sir.

Q. Was the subject of this letter any portion of that conversation? A. Yes.

Q Now tell us about it? A The defendant asked what I had written to Mr. Mix and he felt very anxious to know.

Q. Did he say he felt anxious to know? A. Yes, he expressed himself -----

Q. What else did he say? A. He said, "will you tell me what you have written to Mr. Mix?" I told him that I had

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merely written to Mr. Mix to address his letters in a proper way to me and not give a misdirection as he had done.

Q. Don't I understand you to say you wrote a letter to the defendant addressed to him at Union Square? A. To Union Square.

Q. Did you also write to Mr. Mix? A. I did.

Q. Then you are not talking about the same letter, are you?

No answer )

By Mr. Davis. Q. You said you wrote a letter to this defendant and had your little girl mail it? A. Yes sir.

Q. You were asked if you know whether the defendant received that letter, you said you did from your conversation had with him, what was the conversation that you had with the defendant regarding the letter which you had written and which your girl mailed? A. Merely hearing the anxiety

that he had in knowing what -----

Objected to.

By the court. Q. Did you ever have any conversation with the defendant in relation to the letter which you say you wrote to him addressed to Union Square mailed through your servant in relation to that particular letter? A. No sir, I cannot exactly recollect that.

By Mr. Davis. Q. You cannot? A. NO.

Q. Then you do not know whether he received this letter which you wrote?

By the Court. Q. Only from hearsay, you do not know yourself?

A. Merely my impression.

By Mr. Davis. Q. Did you have any talk about this money which you had given him after you had written that letter which the

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little girl mailed? A. On the 27th when Mr. Branze called he said that he was going to bring a receipt the next following day, the 28th of March, 1892.

Q Go on? A. In the evening he was going to call and instead a messenger came and brought a letter from him from Union Square addressed from the Grand Union Hotel excusing himself.

By the Court. Q. A letter came from the defendant? A. Yes sir.

By Mr. Davis Q. On the 27th he promised to bring the receipt to you did he? A. Yes sir.

Q. And he was to call in the evening, is that right?

A. Yes, and I asked him again why he had not brought the receipt on the 27th, and he said that it took some time because it had to go from the Union Square office down town to headquarters and then everything had to come back from there.

Q And instead of the defendant's appearing that evening, the 27th, you got a note? A. I did.

Q. Is that the note you refer to? (Showing it.)

A. Yes sir.

Q. You say that is dated the 28th? A. Yes, he said he was calling on the 28th and instead of coming on the 28th he sent that letter.

By the Court. Q. This conversation with you was on the 27th?

A. Yes sir.

Q He said he would come on the following evening and bring a receipt? A. Yes sir.

Q. He did not come on the following evening, the 28th, but that communication came? A. Yes sir.



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Mr. Davis: Mark it Pepples' Exhibit No. 13 for identification, I offer it in evidence.

Counsel: I object to it on the ground that it has been changed, altered and defaced since the receipt of the same.

The Court: Is that the only objection? That is no part of the offer. Objection overruled.

Mr. Davis: I will mark in brackets the part which appears to be put on since.

The Court: Is it conceded to be in the handwriting of the defendant?

Counsel: We admit it.

Mr. Davis: Now it is in evidence. "Grand Union Hotel, office Grand Central Depot, New York, March 28, 1892. Mrs. and Mr.

Kraus: I will be up to-morrow between seven and eight P.M. with your papers. Everything is all right. Cannot come to-night. I will be up to-morrow sure. Hoping you are feeling well, I remain, yours truthfully, H. Branze."

Q. He addressed you as Mrs. and Mr. Kraus, your husband's name is Kraus, is it not? A. Kraus.

Q. Will you state to the Jury how it is you use the name Bolte?

A. The name Bolte is my maiden name. In my kindergarten work I was known before I married Mr. Kraus, and he said that I should affix my maiden name as being known in the educational world to his name and keep it so.

Q. Bolte is your maiden name, the name by which you are known in the educational world? A. Yes sir.

Q. He states there that he would be up on the 29th, to-morrow, did he come? A. No; instead he sent another messenger with a letter.

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Q. Is this the letter? (Letter shown.)

A. Yes, it is from the Hungarian Hotel.

Mr Davis: I read Peoples' Exhibit 14. "Hotel Hungaria, No. 4 Union Square, New York, March 29, 1892. Mrs. and Mr. Kraus:

I am very sorry that I disappointed you again to-night.

I was just coming up when I had met a friend whom I had not seen for a long time and I could not leave. I will be up to-morrow by four P.M. without fail. Pardon me as I feel it keenly to disappoint you again but the circumstances are excusable. My best regards to Mr. Kraus. I remain,

Respectfully, H. Branze.

P.S. Will be up to-

morrow by four P.M. sure. H.B."

Q. Did he come?

A. No sir, he did not.

Q. Did you see him after that?

A. No, never.

Q. Never saw him after that?

A. Until in the Police

Court.

Q. Did you ever get your receipt from the company or any person?

A. No sir.

Q. Did you have any conversation with him after that at all?

A. I never saw him after that.

Q. Except in the police court?

A. Yes sir.

#### CROSS EXAMINED.

By Counsel. Q. Mrs. Bolte, or Mrs. Kraus, you have sworn here on your direct examination on a question put to you by the District Attorney that you knew that this defendant was an authorized agent of that company at the time that he received this money, have you not?

A. Yes sir.

Q. Do you recollect making an affidavit in the Police Court?

A. I do.

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**POOR QUALITY  
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Q. Is that your signature? (Paper shown.) A It is.

Q. Although you knew that this defendant was an authorized agent of the New York Life Insurance Company, still you swore to this state of facts, "deponent" ----

Objected to. Objection sustained.

Q You swore to this affidavit, did you not? A Yes sir.

Q I will read the affidavit: "City and County of New York.  
ss. Maria Kraus Bolte, No. 205 Western Boulevard, aged 55;  
occupation house-keeper, being duly sworn, deposes and says;  
that on the 15th day of March, 1932 at the city of New York  
in the county of New York was feloniously stolen and carried  
away from the possession of deponent in the daytime, the  
following property, viz., \$2071.61 good and lawful money of  
the United States, the property of deponent, and that this  
deponent has probable cause to suspect and does suspect that  
the said property was feloniously taken, stolen and carried  
away by Herman Branze for the following reasons, to wit,  
deponent was insured in the New York Life Insurance Company,  
a corporation duly incorporated under the laws of the State  
of New York for twenty thousand dollars. A second premium  
amounting to \$2424.00 on said insurance policy became due on  
February 27, 1933. Defendant represented to deponent that  
he was authorized to receive the amount of said premium at  
said time less a specified amount of discount which he was  
allowed to allow to deponent in consideration of her paying  
the said premium before it became due. That deponent did  
then and there pay to the said defendant the sum of \$2171.60  
to be paid as such premium. That deponent is informed by  
one Calvin Voorhis, the cashier for the New York Life Insur-  
ance Company that said Branze was not authorized to collect

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said money in payment of said premium; that said Branze did not pay said amount of money to the New York Life Insurance Company in payment of said premium; and that said Branze appropriated said money to his own use and benefit.

Therefore deponent accuses said defendant of the larceny of said money and prays that he may be arrested and dealt with according to law."      You swore to that affidavit?

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By the Court Q. In substance do you recollect saying so?

A. In substance it is the same as I swear to now.

By Counsel. Q. If you swore to this state of facts in the Police Court and you swore to a different state of facts here to-day, which one is true?

A. This one is true.

By the court. Q. Which you swore to here to-day?

A. Yes.

Q. What difference is there?

A. If I could read it -----

Q. Did you notice any difference from the reading of that from what you have sworn to here to-day?

A. I am not a

house-keeper; they asked me if I was a house-keeper I remember and I said I did house-keeping.

Q. You do keep house?

A. Yes sir, I am a house-keeper,

I cook for myself.

Q. You can be a house-keeper and a teacher too?

A. Yes sir.

Q. You swore that your occupation was a house-keeper, did you not?

A. I said I was a teacher and I did house-keeping.

Q. You swore that on information and belief that he was not an agent of the Company, did you not?

The Court: She does not say that in this affidavit that I can see; she says that he was not authorized to receive that sum of money.

By Counsel. Q. You swore here on your direct examination that he was a duly authorized agent of that Company, authorized to collect premiums, did you not, and on information and belief you swear that Branze was not authorized to collect money?

A. Yes sir.

By the Court. Q. You say it now?

A. I do say so now.

By Counsel. Q. Then when you state on information and belief that you know he was not an authorized agent, you swear here

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to-day that he is an authorized agent of the Company, etc.  
The Court: Question excluded, there being no basis for it.

Counsel: I take an exception.

By Counsel. Q. Now you say Mrs. Kraus that you first met Branze  
on the 23rd day of February, 1892? A. I do.

Q. And he came to you, was sent to you by one of your friends,  
Miss Boyle? A. Yes sir.

Q. In that conversation you asked him to insure your life, did  
you not? A. I did.

Q. For ten thousand dollars? A. Ten thousand dollars.

Q. And he told you that on every application some money must be  
paid into the Company, did he not? A. He asked for a  
payment of some kind in order to make the application.

Q. So as to put the application into the Company?

A. So as to send it to the Company, to bring it to the  
Company.

Q. And he told you at the same time that in case your applica-  
tion was rejected that you would receive that ten dollars  
back? A. He did.

Q. That is true? A. That is true.

Q. Then when he delivered the first policy of ten thousand  
dollars you say he asked you to draw the check in his name?

A. Yes sir.

Q. Isn't it a fact, Mrs. Kraus that while your husband was sitt-  
ing down writing the check you asked and your husband asked  
in whose name should the check be made, did you not?

A. I do not know, I do not recollect him, I say some-  
thing.

By the Court. Q. You said something?

A. I said, "this will

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be made out sure in the New York Life Insurance Company's name ."

Q. The check? A. Yes sir; my proposition was that, Mr. Branze objected to it and said, "please, would not you make it out in my name, it will save me --- I do not know how he expressed himself --- it would be more agreeable, more acceptable.

By Counsel. Q. Did not he say it was immaterial, you can make it out in my name or in the Company's name, or words to that effect? A. No, he did not say that, he did not wish to have it made out in the New York Life's name.

Q. He asked you to make it in his own name? A. Yes sir.

Q. You made it out in his own name? A. Yes sir.

Q. And he got the money on it? A. Yes sir, he got the money.

Q. Then he came to you a day or two afterwards and at that time did he tell you that he was ~~an~~ authorized to receive that money? A. Why, he was an agent.

By the court. Q. Did he tell you on the payment of the premium of the first policy? A. Certainly.

Q. Did he tell you? A. Yes sir, he did.

By Counsel. Q. What did he say? A. I cannot recollect the words what he said.

Q. The substance of what he said, as to his authorization to collect this money? A. He said in substance that it was the custom, that it was paid before the New York Life policy was issued.

Q. This was a yearly policy, wasn't it? A. A ten year's policy.

Q. And the premium could be paid yearly? A. Yes sir, yearly.

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**POOR QUALITY  
ORIGINAL**

Q. On this first policy on which you paid the sum of \$1212.00 did you receive any discount? A. No, not on that.

Q. When you authorized this defendant to procure for you two other policies of five thousand dollars each, did you make any suggestion as to the discount? A. I did not, he did it on his own free will.

By the Court. Q. When was that, on getting the second policy?

A. The second two policies when he first made the proposition that we should take the next two policies.

Q. What did he say? A. He said that if we were to take it out within a week I would not need to have a physician come again to make an investigation and he would give us a reduction of \$150.00.

By Counsel. Q. Didn't he say in substance that he would make you a present of \$150.00? A. He did not use the word "present".

Q. Or that he would give you \$150.00? A. He would make a reduction.

By the Court.

Q. He would give or make a reduction, you cannot remember which.

A. NO.

By Counsel. Q. Of the sum of \$150.00, and did not he tell you that that money came out of his own pocket?

A. Yes sir, he spoke about it, that it came out of his own pocket.

Q. After you had received these three policies did you receive a letter from Mr. Mix? A. I did.

Q. Have you that letter in your possession? A. I have.

Q. Please produce it? A. I believe it is this one.

(Producing a letter.)



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**POOR QUALITY  
ORIGINAL**

Q. You received this letter after you had received your policy and had paid the amount of your insurance, your premium less \$150.00?

A. I cannot remember whether it was after I received the second two or whether it was between the time of the first one and the second two. I cannot remember that.

Q. You say that you received all your policies by the end of February?

A. No sir, I did not say that.

Q. Or the 3rd of March?

A. I do not know, it was dated the 3rd of March but I think it was brought a few days later.

Counsel: I offer the letter in evidence✓

Mr. Davis: No objection.

Counsel: Marked Defendant's Exhibit I.

Term Department. NEW YORK LIFE INSURANCE  
COMPANY, 1 & 3 Union Square, cor. 14th St.

James C. Mix, Manager. Robert J. Mix, Asst. Manager.  
William H. Beers, President.  
New York, March 4, 1892.

Mrs. Maria Kraus Bolte, Dear Madam:

As department manager for the New York Life Insurance Co., we beg the privilege of expressing our thanks for your very great kindness in the instance of your insurance with our agent Mr. Herman Branze.

I am especially desirous to impress upon you our sense of obligation, for the reason that your medical examination was a matter of no little annoyance, I presume, and your courtesy toward our medicoes was very pleasantly mentioned by these gentlemen in a correspondence with the writer. It is not every lady applying for insurance to the New York Life who receives a policy, and the various and sundry manipulations that are necessary in order to place the insured on a proper

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**POOR QUALITY  
ORIGINAL**

basis for the mutual interest of both parties, is often onerous and disagreeable to the applicant. Nevertheless, we are happy to feel that the matter has been properly adjusted and trusting that everything is satisfactory with yourself, we remain,

Sincerely yours,

James C. Mix, Manager.

~~344~~

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**POOR QUALITY  
ORIGINAL**

Q. Did you after the receipt of this letter receive any other letters from Mr. Mix? A. Yes sir.

Q. Have you them in your possession? A. Yes sir.

The Court: Here are three letters which she received from Mr. Mix; the other letters are not addressed to her though they are from the same source.

Counsel: We offer these in evidence.

The court: I do not know what special bearing they have, it is part of the correspondence.

Mr. Davis: No objection.

Counsel read Defendant's Exhibits No. 2, 3 and 4.

Defendant's Exhibit 2.

Term Department. New York Life Insurance Company,  
1 & 3 Union Square, cor. 14th Street.  
William H Beers, president. James C. Mix, Manager.  
Robert J. Mix, Asst. Manager.

New York, March 7th, 1892.

Mrs. Maria Krause Boelte,

The "Nevada".

205 West Boulevard, City.

Dear Madam:-

We are again under obligation to you for your very considerate letter of the 6th inst. The only material fact which we notice is that of the omission of the name of one brother whose age is 57; this we will communicate to the Home Office.

53 Your reference to an intimate friend provides just the information desired, and your appreciation of a possible emergency is so correct, namely -- ~~some~~ <sup>some</sup> person who would be able to identify you in the event of your decease; it is

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**POOR QUALITY  
ORIGINAL**

unnecessary that the person should be an "intimate friend."

We will most cheerfully comply with your request for statement of the valuation of your insurance at maturity, but urge the propriety of your favoring us with a call at your earliest convenience, when a full statement not only of the valuation but of every point connected with the policies will be given you.

Of course you understand that you have what is known as a Ten Year Endowment, which is payable in cash at the end of ten years from its date, for its face and all accumulations which are in excess of the face of the policy. As an illustration of its cash value, I will state, that the writer recently settled such an Endowment on his own life with the company, and although at the time of entry I was two years younger than yourself, my returns were about 3 per cent compound interest in excess of my premiums.

As before stated, we would be pleased to receive a call at this office any time when most convenient for yourself.

Yours truly,  
James C. Mix, Manager.

Defendant's Exhibit 3.

Mrs. Maria Kraus-Boelte,  
#205 West Boulevard,  
New York City.

Dear Madam:--

We take pleasure in inclosing herewith copy of a letter received this morning from the Company, bearing upon the matter of the brother whom you failed to mention at the time of examination. You will note "the statement is entirely satisfactory and the matter requires no further attention."

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**POOR QUALITY  
ORIGINAL**

Thanking you for favors extended to us through our  
representatives, we remain,

Yours very truly,  
Robert J. Mix,  
Asst. Manager.

Defendant's Exhibit 4.

Mrs. Maria Kraus-Boelte,  
The Nevada, 205 W. Boulevard,  
New York City.

Dear Madam:--

We have your esteemed favor of the 24th inst. You  
will please pardon our error in directing our communica-  
tions. It is thoroughly understood in our office that your  
name is as above, and the fact that our letter was not so  
addressed is probably due to an error on the part of the  
typewriter.

Your name is properly recorded upon our books, and we  
shall endeavor to prevent the repetition of the error to  
which you call our attention.

We note your promise to call at this office with your  
husband when the weather becomes more favorable, and it will  
give us much pleasure to receive the visit. The letter  
to Mr. Branze will be handed him in due course.

Yours truly,  
James C. Mix,  
Manager.

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POOR QUALITY  
ORIGINAL

Q. Have you now in your possession any other letters written by Mr. Mix?

By the court. Q. In relation to this transaction and this matter?

A. No sir.

By Counsel. Q. Have you any letters in your possession addressed by Mr. Mix to any other person in reference to this transaction?

A. I have.

Q. To whom are they addressed? A. One to Miss Mary A.

Boyle and one to Mr. Hanford, of the firm of Shipman, Laroque & Choate.

Q. Produce them? (The witness produced the letters.)

Mr. Davis: Counsel does not want to offer them, I will offer them.

Counsel: I object

The Court. Objection sustained.

By Counsel. Q. Mrs. Kraus, after you had paid the second \$1212.00 less \$150.00 you received a receipt signed by Mr. Branze which has been offered in evidence, did you not? A. Yes sir.

Q. In his hand-writing? A. In his hand-writing.

Q. And did not he tell you at the time that the policy was a receipt for the money? A. Yes sir, he did.

Q. And you said in the natural course of business, "I would like to have a duplicate", or words to that effect?

A. I would like to have a receipt.

Q. You wanted a receipt? A. Yes sir.

Q. The policy was not enough for you, you wanted still Branze's receipt, what is your answer to the question?

A. I think he offered it. I did not ask for it exactly, he offered it; he said, "I will give you a receipt."

Q. You asked for a receipt? A. No, he offered it.

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**POOR QUALITY  
ORIGINAL**

By the Court. Q. That was for the three policies? A. Yes sir.

Q. You do not mean the second premium when you talk about the policy? A. O no.

By Counsel. Q. Do you mean to tell this Jury that you did not ask for a receipt for all the monies that you had paid up to the time of receiving those three policies, namely \$2424.00?

A. He had given me one receipt and he gave me it of his own free will, a receipt about the whole bulk of the money and asked me to cancel the first one, that was his own doing.

Q. Did not Mr. Branze tell you at the time that there were no receipts given by the company for the first premium?

A. He did.

Q. And he told you that the policies were receipts in themselves? A. He told me so.

Q. And also told you that he was an authorized agent of the Company? A. Yes sir.

Q. And you insisted upon a receipt from Mr. Branze for the full amount? A No, I did not insist at all, it was a kind of free offer his own self.

Q. Do you mean to tell this Jury that you did not ask for a receipt at all? A. O yes, I asked in the first instance, I asked for one but afterwards it was his own doing that he proposed that he would give me a receipt.

Q. Then you did ask for a receipt in the first place?

A. In the first place I did.

By the Court. Q. You got it too? A. I got it.

By Counsel. Q. Now come down to the time that Branze came to you and had this conversation in reference to the second year's premium, you said that Mr. Branze came to you and said that

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POOR QUALITY  
ORIGINAL

it would be advisable for you to pay the second year's premium and that he would allow you something for paying it?

A. Yessir.

Q. Is that all the conversation you had? A. No sir.

Q. Will you kindly state in detail the conversation you had with Mr. Branze? A. Mr. Branze got our interest awakened, awakened our interest in his own prospects by saying that he was -

Counsel: I move that be stricken out, as not responsive to my question; I asked her to state the conversation she had at the time Mr. Branze called.

By the Court. Q. State the conversation? A. I cannot recall the conversation.

By Counsel: Can't you recall any part of that conversation?

A. Yes sir, I do, something; I am a very busy woman, and he said, "if you pay your second year premium you need not trouble at all about it until 1894."

Q. Is that all he said to you? A. That was one time.

Q. Is that all you can recollect? A. All except what you don't want me to speak about.

By the court. Q. We only want what he said? A. He said he wanted to get our money in order to be able to pay it in and stand high as an agent, and in that way by getting another gentleman to pay with that gentleman's money and our money together he would stand highest among the New York agents and gain a beautiful medal which he brought the day after to show it to us.

Q. You said something before about his making some allowances, what did he say on that head? A. He said that he



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POOR QUALITY  
ORIGINAL

would give us a discount, that we should pay him, \$2071.60.

By Counsel Q. Did not he say that he would allow you a discount of ten percent upon the amount paid him? A. He never used

the word ten percent, I never understood what percent it was.

Q. You say that he never mentioned the word ten percent to you or your husband in your presence? A. No sir.

Q. Isn't it a fact that you calculated what ten percent would be, what the amount would come to? A. No sir, I did not.

Q. Did you make any calculation? A. I tried to but I am not a good hand at it.

Q. Although you are a school teacher? A. I am not a school teacher, I do not teach school.

Q. Did not you calculate a string of figures \$2071.60?

A. I did not calculate, he gave me that sum, he wrote it down for me, that that was the sum to be given to him, that was his calculation.

Q. That would be the amount? A. Yes sir, it was not mine.

Q. Did you make any calculation? A. No sir, I did not, I made no calculation.

Q. You tried to calculate? A. I tried but I had no time.

Q. Upon what basis did you try to calculate?

A. I cannot tell you because really I don't understand about that, I said so and so, so much reduction that he would make.

By the court. Q. Did he say anything on the subject of any percent?

A. No sir.  
Q. Did you say?  
tain sum.

A. No percentage, he said a cer-

The Court adjourned.

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**POOR QUALITY  
ORIGINAL**

Friday, June 17, 1892.

Cross Examination resumed.

Q. You were allowed the sum of \$243.40 reduction on those two policies, were you not? A. On the two last policies \$150.00.

Q. Upon the last premium, the second year's premium you were allowed the sum of \$243.40? A. I did not really look it up, I know I paid, \$2171.60, if that is the result then it is right.

Q. Then you were allowed a discount above that, were you not? A. No sir.

Q. You were allowed some money which in mathematical principles would make ten percent, were you not? A. Someone told me it was not quite exact.

By the court. Q. Never mind that? A. I cannot say that.

By Counsel. Q. You are positive that the words ten percent were never spoken of in your hearing? A. I am positive.

Q. Did your husband in your presence make any calculation? A. He did not.

Q. Did not you give to this defendant some paper on which to make his calculation? A. I think he tore it off, I do not know of a piece of paper.

Q. Then he made calculation in your house, did he not? A. He did.

Q. And after these calculations were made you paid him \$1071.60. A. I did.

Q. Did he ask you for the cash money? A. He did.

Q. Did you make any suggestions to him about a check or cash money? A. NO.

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POOR QUALITY  
ORIGINAL

- Q. You made no suggestions? A. No suggestions.
- Q. You went to the Police Court and obtained a warrant for this defendant's arrest, did you not? A. I did.
- Q. At whose suggestion did you go to the police Court for this warrant? A. Mr. James Mix.
- Q. Anybody else? A. There were other gentlemen present in the office and Mr. Mix said that I should go.
- Q. Never mind what Mr. Mix said, did a man of the name of Mr. Voorhis go with you to the police Court? A. He did.
- Q. He also suggested that this defendant be arrested, did he not? A. I believe he affixed it to my affidavit.
- Q. He made an affidavit, did he not? A. I do not know if it is called an affidavit.
- Q. And the conversation you had with Mr. Voorhis you swore to in your affidavit, did you not? part of the conversation, that he was not authorized to collect this money?
- A. That was one part of it.
- Q. That was part of the affidavit of Mr. Voorhis, he told you that, did he not? A. Mr. Mix also.
- By the court. Q. Did Mr. Voorhis tell you so? A. Yes sir.
- By Counsel. Q. Mr. Voorhis told you so, did he not? A. Yes sir.
- Q. Mr. Voorhis also told you that he was not an agent of the Company? A. No sir.
- Q. Did he tell you that he was still an agent of the Company at the time he collected this money? A. He did.
- Q. Did he tell you that he was a general agent of that Company? A. No sir, the defendant did.
- Q. Then you knew that he was a general agent for this Company? A. I doubted it.

Q. Although Mr.Voorhis told you so, that he was an agent?

A. Yes sir.

Q. And the defendant told you that he was a general agent?

A. Yes sir/

Q. Did you doubt that he was an agent or that he was a general agent?

A. I doubted that he was a general agent but that was previous to seeing Mr.Voorhis.

By the Court. Q. Your doubt was before you saw Mr.Voorhis?

A. Yes sir.

By Counsel. Q. After you had seen Mr.Voorhis was all doubt removed from your mind?

A. It was removed I think before.

Q. It was removed before?

A. Yes sir.

Q. How came that doubt to be removed from your mind, that he was not a general agent?

A. I wrote to Mr.Mix in a letter calling him "your general agent" and Mr.Mix spoke only of agent.

Q. Then the doubt that he was never a general agent was never removed from your mind?

A. Yes sir.

Q. Which impression did you have, that he was an agent or a general agent?

A. He was an agent.

Q. Did you have a conversation with the defendant's wife?

A. I did.

Q. At the time that you received the receipt offered in evidence, Peoples' Exhibit No.11 on the 15th day of March, 1892, did the defendant not tell you that this was not a proper receipt?

A. NO.

Q. Did he tell you that the receipt would have to be given to you by the Company?

A. I asked for that receipt the day before.

By the Court. Q. Did he tell you at any time that you would have to have a receipt from the Company? A. Yes sir.

By Counsel. Q. Did the defendant show you the renewal receipt like the one I now show you? A. I never saw such a one before.

Q. You say you never saw a printed form like that before? A. No sir.

Q. Do you recollect the defendant handing you a slip of paper with the name William H. Beers, president, signed underneath? A. What paper?

By the Court. Q. Do you recollect receiving from the defendant any paper which had signed to it the name of William H. Beers, President? A. I cannot remember that.

By Counsel. Q. Do you recollect him handing you a paper with the signature of Beers on it, and you stated, why is not Mr. McCall's name underneath? A. Was it a printed paper?

Q. A printed paper? A. NO.

By the Court. Q. Did you ever ask him why Mr. McCall's name was not on it? A. No sir.

By Counsel. Q. Did you ever mention the name of McCall to this defendant, yes or no? A. I knew Mr. McCall.

By the Court. Q. Knowing it did you mention the name to the defendant that you recollect? A. We spoke about Mr. McCall.

By Counsel. Q. Did this defendant tell you that Peoples' Exhibit No. 11 for the sum of \$2424.00 was not a final receipt but that you would receive a receipt from the Company?

A. He did, yes, the last one of the renewal.

Q. Do you recollect the conversation that you had with the defendant's wife? A. I recollect very little.

By the Court. Q. Do you recollect some?  
the time.

A. I was very ill at

Q. You recollect some?

A. Yes sir, I recollect some.

By Counsel. Q. Let us go back to the time you paid \$2424.00, did  
not this defendant tell you that ten percent comes out of his  
own pocket?

A. He did not say ten percent.

Q. Did he say that the amount allowed you went out of his pocket

A. He did.

Q. And he told you that your premium was not due until the 27th  
day of February, 1894?

A. In 1892 and 1893 I took

it out.

By the Court. Q. You paid a year's premium in advance?

A. Yes sir.

Q. The next premium would be due -----

A. In 1893.

Q. It would carry it to 1894?  
to 1894.

A. Yes, it would carry it

By Counsel. Q. The premium which you paid him in advance became due  
on the 27th day of February, 1893, did it not?

A. Yes, 1893.

Q. Did not this defendant tell you it was not necessary that you  
at that time pay the money?

A. No, it was not neces-

sary.

By the Court. Q. Did he tell you so?

A. NO .

Q. Did he ever make any statement to that effect?

A. NO.

Q. Do you mean to tell this Jury that this defendant went to your  
house and told you that you had better pay the two years'  
premium and that he would allow you a reduction and that was  
for the purpose of his obtaining a medal and a position in  
that Company and that that was all the conversation that you

had at the time you paid him the money? A. In advance it was paid, I need not trouble about thinking because I was so busy of troubling to pay the next time it was due.

By the Court. Q. You had already paid one year's premium before there was any talk about the second? A. Yes sir.

By Counsel. Q. Did not the defendant tell you that it is not necessary for you to pay it, you could pay it if you chose to do so, and that would elevate in the minds of his employers the worth of his services and that he will obtain a medal and a higher position? A. He did.

By the Court. Q. Did he tell you that it was not necessary?

A. He did not say that, he asked the favor to do it.

Q. He asked you as a favor to do it? A. Yes, he asked as a favor to do it.

By Counsel. Q. And that you could pay it if you felt like that and that you were paying it of your own accord? A. We felt that we would be assisting him.

By the Court. Q. You are asked if he said that, that you could pay it if you felt like it; you were doing it of your own accord, did he say that? A. I do not recollect --- that I would pay it if I felt like it.

Q. And that you did it of your own accord? A. He did not use those words.

By Counsel. Q. Was that the substance of what he said?

A. He asked in substance as a favor that I should pay that.

By the Court. Q. You knew right well that you were not bound to pay it? A. I knew it of course.

Q. The next one would come due in February, 1893?

A. Yes sir.

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POOR QUALITY  
ORIGINAL

Q Anything you paid before that, before it was actually due  
was an advance payment? A. Yes sir.

By Counsel. Q. It was a favor to this defendant, was it not?

A. It was.

By the Court. Q. But you expected profit by it?

A. Yes, of course.

Q. Was that one of the inducements? A. That was one of  
the inducements, the reduction that the defendant made.

By Counsel. Q. Do you recollect having a conversation with Mrs.

Branze? A. I do.

Q. In that conversation do you recollect saying that you be-  
lieved the statements made at the time that you paid this  
money and that you were compelled or forced by Mr. Mix and  
Mr. Voorhis to procure a warrant for the arrest of this de-  
fendant? A. If I had not believed what the

defendant -----

By the Court. Q. Did you or did you not say that to the wife of  
the defendant? A. No, I do not recollect that.

By Counsel. Q. Do you recollect saying anything like that, or in  
substance like it? A. I said that Mr. Mix pro-

posed to me to take out a warrant and that was the only  
means to get back my money and it should be done as quick as  
possible as he thought he had gone away with it to the races.

By the Court. Q. To the race track? A. To the race track.

Counsel: I move that be stricken out.

The Court: I will not strike it out.

By the Court. Q. Was it at the suggestion of Mr. Mix that you ob-  
tained a warrant for the arrest of the defendant?

A. It was at his suggestion I went to the Police Court.



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POOR QUALITY  
ORIGINAL

Q. He first suggested to you to go to the Police Court?

A. Yes sir, he did.

By Counsel. Q. Did Mr. Voorhis have anything to do with your getting the warrant?

A. I was so disturbed by the nervous shock I could not go to ----

By the Court. Q. Did Mr. Voorhis have anything to do with your getting a warrant?

A. He did.

By Mr. Davis. Q. You believed that you were paying a valid premium on your policy, did you not, when you paid him that money?

A. I thought so.

Mr. Davis: If your honor please, I have a motion to make at this stage of the case. I move your Honor for leave to amend the inducing part of this indictment. The indictment as it stands alleges that heretofore prior to the day of the commission of the larceny hereinafter alleged, the New York Life Insurance Company, a corporation lawfully doing business in the City and the State of New York, had duly issued to Maria Kraus-Boelte, a certain policy of life insurance for the payment of the sum of twenty thousand dollars upon the death of said Mrs. Boelte, and on the 15th day of March, 1902, the said Mrs. Boelte had paid to the said New York Life Insurance Company, all premiums and sums of money due to it under the said policy, and one policy is mentioned aggregating to the extent of twenty thousand dollars upon the life of Mrs. Boelte drawn in accordance with the complaint as it came from the Police Court in which the complaint states that there is a policy of twenty thousand dollars. Now the evidence in the case shows that there were three policies, one for ten and two for five, upon the life of the same person and also

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that each were presented to her by the defendant upon his solicitation. I ask leave the amend that part of the indictment by striking out certain words and putting in others.

The Court: By using the plural instead of the singular.

Mr. Davis: Yes, policies instead of policy and premiums instead of premium.

Counsel: I object to it on the ground that the Grand Jury of this County had no right to take into consideration the complaint in the Police Court; they had the power to get enough witnesses from the New York Life Insurance Company and they had the complainant and the police officer in this case ---- they had all the evidence necessary before them to find this indictment.

The Court: It is clearly within the province of the Court to allow an amendment to be made to the indictment where it is manifest to the Court that there can be no surprise pleaded and where it is a mere correction. The amendment is allowed.

Counsel: I take an exception.

The Court: Yes, note an exception.

SYDNEY L. TAYLOR, sworn and examined.

By Mr. Davis. Q. Mr. Taylor, where do you live? A No. 306

Monroe Street, Brooklyn.

Q What is your business? A. Cashier.

Q. For whom? A. For the branch office of the New York Life Insurance Company.

Q. Where? A. Nos. 1&3 Union Square.

Q Who is the manager of that office? A. James C. Mix.

Q Who is the assistant manager? A. Robert J. Mix.

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POOR QUALITY  
ORIGINAL

Q. You are the cashier? A. Yes sir.

Q. How long have you been cashier in that office?

A. About three years and a half, I think, to the best of my recollection it is about that time.

Q. As cashier what were your duties in March or since March 1st, 1892?

Objected to as immaterial, irrelevant and incompetent.

Objection overruled for the present.

Exception.

A. One of my duties was receiving premiums from policy holders.

Q. From anybody else? A. Well, from agents also.

Q. You received the money as it came in the office for premiums from whatever sources they came? A. From whatever sources they came in.

Q. Did you know this defendant Branze? A. I do.

Q. Was he attached to your branch office at any time?

A. He was, yes sir.

Q. As what? A. As an agent.

Q. General agent or agent? A. Agent only.

By the Court. Q. What is the difference between a general agent and an agent, as you understand it? A. According to my best belief a general agent is empowered to hire other agents called sub-agents; Mr. Branze I believe had no power to hire any other agent.

Q. He was an agent of your branch office, is that it?

A. Yes sir.

By Mr. Davis. Q. Do you make any entries of cash received for premiums when you received them? A. I do.

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**POOR QUALITY  
ORIGINAL**

- Q In what book? A. The cash book.
- Q. Have you that cash book with you? A. Yes sir, that is it.
- Q Will you please open it, is that the cash book that you have?
- A. That is one of the cash books.
- Q. Covering what months? A. I will have to look to get the dates.
- Q. Please look at it and see? A. From October 1, 1891, to April 27, 1892.

By the court. Q. Is the cash book numbered? A. This is No. 3.

By Mr. Davis. Q. Have you in that cash book that you hold in your hand any record concerning three policies, one ten thousand dollars, one five and another five, upon the life of Maria Kraus-Boelte?

A. I have.

Q. And will you turn to the first record, what page do you find it on? A. Page 130.

Q. Can you state by reference to that page whether any premium at all was paid on either of those three policies standing in the name of Maria Kraus-Boelte?

A. Yes sir.

Q. To which policy does the entry on that page 130 refer?

A. The ten thousand dollar policy.

Q. I ask you Mr Taylor, whether you received the first premium on that policy?

A. I did.

Q. It was paid into the Company, was it.

A. Paid to the Company.

By the Court Q. That is the premium paid at the issuing of the policy?

A. Yes sir --- premiums are always paid in advance.

Q. How frequently were payments made on that policy?

A. Annually.

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POOR QUALITY  
ORIGINAL

By Mr. Davis. Q. Was any other premium received by you from any source or any person on that policy?

Objected to on the ground that the book ought to show it and ought to be produced. Objection overruled.

Exception.

A. I do not quite understand that, Mr. Davis.

Q. I ask you if any other premium was received or paid upon that ten thousand dollar policy, received by you as cashier?

A. No sir.

Q. No other at any time?

A. No other.

Q. From whom was that first premium received?

A. From the agent.

Q. What is his name?

A. Mr. Branze.

Q. This man here, the defendant?

A. The defendant.

Q. Did he ever pay you any other monies on that policy?

A. Not on that policy.

Q. Or premiums?

A. No sir.

Q. And your book contains no entry of such payment?

A. No sir.

Q. Have you a record of the five thousand dollar policies?

A. I have.

Q. On what page of that book do you find it? A. Page 142.

Q. Was any premium paid on either one of those two policies?

A. Yes, the first premium on both.

Q. From whom did you receive that?

A. Well, to the best

of my recollection I received it from Mr. Branze, the defendant.

Q. Was any other premium ever paid on those two policies?

A. No sir.

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ORIGINAL

Q. You have referred to a cash book extending down to April, 1892, have you not? A. Yes sir, April 1892, a portion of April, not all of it.

Q. Have you the other book, extending from the first of April on? A. I have, here it is. (Producing it.)

Q. Independent of the book can you state whether you received any premium on that ten thousand dollar policy?

A. I can state it.

Q. Well, state it.

A. No sir.

Q. The last question and answer concerns the two five thousand dollar policies, have you entries of them? A. I have.

Q. Was the first premium paid upon them?

A. Yes sir.

Q. Was there any other premium paid?

A. No sir.

Q. From whom did you receive it?

A. I said to the best

of my recollection the defendant.

Q. No other premiums were paid either upon the ten thousand dollars or the two fives, except the first premium, is that what you testify to?

A. Yes sir.

CROSS EXAMINED.

By Counsel. Q. Are you the same gentleman I saw in the office in Union Square? A. I believe you saw me, yes.

Q. You wanted a dollar to come down here, did you not?

A. I believe I made such a remark.

Q. You fired the subpoena at me and would not come down here unless you were paid a dollar?

The Court: That is not language to be used in a Court of justice.

By Counsel. Q. You threw the subpoena at me, and said you would not come down unless I handed you a dollar? A. Yes, that is it.

Q. You knew that this was from the defence, did you not?

A. Yes sir.

Q. Will you please turn to the first entry showing the premium of that ten thousand dollar policy in that cash book?

A. Certainly.

Q. Have you the entry there of the first policy, the ten thousand dollar policy?

A. I have.

Q. Will you please read the entry?

A. Policy No.

44.292, Boelte, due in February \$1212.00. Paid February 27.

Q. Did you receive the sum of \$1212.00 from Mr. Branze in payment of the premium on that policy?

A. I did not.

Q. Then the entry in that book is incorrect, is it?

A. O no, not at all.

Q. How is it then that you did not receive the sum of \$1212.00 the cash book of the New York Life Insurance at its branch office shows a payment to you of \$1212.00?

A. There happens to be two sides, a debit and a credit side to the cash book.

Q. Will you turn to the credit side of that cash book?

A. I have it before me.

Q. What does it say?

A. Commission allowed Mr. Branze

\$606.00.

Q. Is there any other memorandum in reference thereto?

A. None whatever.

Q. Any other remark?

A. The entry reads No. 44292 agent

H. Branze, fifty percent, \$606.00, February 27.

Q. Are you the book-keeper of the Company also?

A. I am the cashier.

By the Court. Q. You keep that book?

A. Yes sir.

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**POOR QUALITY  
ORIGINAL**

By Counsel. Q. Is there another set of books kept by your Company beside the one you have? A. There are other books, certainly.

By the court. Q. Are there any other cash books? A. NO

By Counsel. Q. Are there any other account books kept by your Company? A. Certainly.

Q. Do you know if there is an account book showing how the general agents and agents of your company stand?

A. Yes sir.

Q. Are those books in Court? A. I believe they are, they were yesterday.

Q. You swore on your direct examination that this defendant was an agent and that he was no general agent?

A. To the best of my knowledge and my belief.

Q. Is that a fact? A. I cannot state, I cannot answer.

Q. Then he might have been a general agent of that Company as far as you know? A. As far as I know --- I do not believe it.

By the Court. Q. It is possible? A. It is possible.

Counsel: I move to strike it out.

The Court: Yes.

Q. From your acquaintance with him, is he an agent or a general agent? A. An agent.

By Counsel. Q. You also stated on your direct examination under oath that he had no power to hire other agents?

A. To the best of my knowledge and belief he had none; I am not in charge of the contracts and that is the reason I cannot state positively.

Q. Did not this defendant have a man by the name of DeRasicot in



his employ to whom you paid the sum of fifteen dollars weekly? A. I could not state.

Q. You have a memorandum there or a book showing the cash account of that Company, have you not? A. I have.

Q. Is there any memorandum in there showing payment for services to a man of the name of DeRasicot who was in the employ of this defendant? A. I believe we had such a man,

I do not know whether he was in the employ of Branze or not.

By the court Q. Is there any memorandum there showing payment to him is the question? A. There may be, I do not know

the date, I would have to hunt through my cash book to find it.

By Counsel. Q. You will not swear that he did not have a man employed by him at 1&3 Union Square? A. I will not, no.

Q. Then when you stated he had no power to hire other agents were you correct? A. I stated to the best of my knowledge and belief.

Q. Then you are not positive? A. I am not positive, no.

Q. Have you ever seen such slips issued by your Company as these, (Showing slips to the witness.) A. I have.

Q. By whom are they made out? A. By one of the clerks.

By the court. Q. In your office? A. In our office.

By Counsel. Q. You know them to be in the handwriting of some of your clerks? A. Yes sir.

Q. Is it not a fact that such slips as these are only sent to general agents? A. No.

By the court. Q. Those papers are genuine papers in your office in the course of your business? A. Yes sir.

Counsel: I offer them in evidence.

Mr. Davis: No objection.

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They were marked Defendant's Exhibits 5, 6, 7, and 8.  
confidential

By Counsel. Q. Are not these slips sent to every General Agent on application? A. I believe they are.

Q. Are they not? A. They are, but they are also ----

By the Court. Q. They are given to the General Agents?

A. They are given to the General Agents.

By Mr. Davis. Q. These slips are given to General Agents, are they?

A. Yes sir.

Q. And to anybody else? A. They are.

Q. To whom? A. To our agents.

Q. Who are not general? A. Who are not General Agents.

By Counsel. Q. Just a moment ago you swore that these were the only confidential slips which were given to General Agents only?

The Court: He did not so swear.

By Mr. Davis. Q. Who is the assistant manager?

A. Robert J. Mix.

B Counsel. Q. Isn't it a fact that agents are the sub-agents of general agents? A. It is.

Q. Is it not a fact that no confidential slips will be sent to an agent, that they are only sent to the General Agent?

A. No, it is not.

ROBERT J. MIX, sworn and examined.

By Mr. Davis. Q. Mr. Mix, where do you live? A. No. 116 West 129th Street.

Q. What is your business? A. I am connected with the New York Life Insurance Company.

Q. In what capacity? A. As assistant manager of the New

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**POOR QUALITY  
ORIGINAL**

York manager of the New York City Term Department, headquarters at Union Square.

- Q. Who is the manager there? A. James C. Mix.
- Q. Do you know this defendant Branze? A Mr. Branze, yes sir.
- Q. Was he connected with your branch office in Union Square?
- A. He was.
- Q. In what capacity? A. As a canvasser.
- Q. How long had he been connected with you in that capacity?
- A. Off and on I think in the neighborhood of two years.
- Q. When did he cease his connection with you as canvasser?
- A. Two or three months ago, I cannot speak positively.
- Q. How long before his arrest, do you know when he was arrested?
- A. I do, I should think three weeks about before that.
- Q. Can't you get a little nearer to it than that, what month was it in?
- A. I am not positive.
- Q. He appears to have been arrested on April 26 or the complaint made against him then and he answered the questions on April 26, 1902, in the Police Court, now how long before that?
- A. I am not at all sure, I should say a month perhaps, it might be longer, it might be six weeks.
- Q. Was Branze a canvasser for your office? on the 15th day of March last?
- A. As I have not looked to ascertain I could not state positively.
- Q. Have you any means of ascertaining?
- A. I should say it was somewhere about that time that he left us but I am not sure. If the books are here I could possibly tell by noting

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what time the last money charged to him was received.

Q. Will that indicate the date when he severed his connection with you? A. Not necessarily.

Q. Do you remember did you discharge him or did he leave your employ? A. I think the circumstances were these -- that he simply did not show up, that was all; my recollection of it is that he did receive a letter subsequently discharging him but I am not positive on that point either.

By the Court . Q. You mean that he received a letter from your office? A. Yes, he should have received a letter,

one was sent him, that is my impression.

Q. You saw the letter? A. I am not sure about that, I am in doubt about that, I have the impression that my father wrote him a letter discharging him but I am not prepared to swear about it.

Q. Do you keep a copy of those letters? A. Yes sir.

Q. Was that letter copied? A. It should be copied on the books if such a letter was written.

Q. You can ascertain from that when he was discharged, can you not? A. Yes sir.

Q. Look at this letter which I show you and state whether that letter refreshes your recollection or helps you to fix the time when he was discharged? A. This is dated

April 11, I see.

Q. Will that help you to fix the date when he was discharged?

A. It all hinges upon that point, whether such a letter was written him or not, I am not prepared to state when he was discharged.

Q. You state that he was a canvasser? A. He was.

Q. What were his duties as canvasser? A. To solicit ~~an~~

applications for life insurance and to collect premiums on the first year of such policies as might be issued to him.

Q. Did he have any authority to collect premiums which were not due?                   A. None whatever.

Q. Or in anticipation of their becoming due?

A. He did not except upon the presentation of the proper receipt to the insured.

Q. What would be a proper receipt, what do you mean by that?

Objected to as immaterial, incompetent and irrelevant.

Objection overruled.

Exception.

A. In the first instance the policy is the receipt for the first premium, or if the policy was written quarterly or semi-annually; he was not authorized by the Company to do so.

Q. It is in evidence in this case that the policy or policies were issued to Mrs. Boolte, two of them on the 27th day of February, 1892. and one of them on the 3rd day of March, 1892, by the New York Life Insurance Company through the instrumentality of this defendant; he delivered those policies to Mrs. Boolte and received the first year's premiums from her and on the 15th day of March, 1892. the same month, he went to her and received premiums for the next year which were not due by the terms of the policy until February 27. and March 3rd, 1893; was any such authority given to this defendant to do that by the New York Life Insurance Company?

Objected to as leading.                   Objection overruled.

Exception.

A. NO.

Q. Then he had no right to do it under the terms of his employment?                   A. He had not.

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**POOR QUALITY  
ORIGINAL**

Q. Can you give us some more definite idea of the relation of your office to the central office?

Objected to as immaterial, incompetent and irrelevant.  
Objection sustained.

Q. This defendant was employed by your office. I understood you to say.

A. Yes sir.

Q. And under the terms of that employment all monies received by him go through your office, that is monies on policies?

A. They do.

Q. And your office accounts for these monies to the central office in bulk?

A. Yes sir.

Q. Was he a general agent at any time?

A. I think he may have borne that title.

Q. I did not ask you that, was he a general agent at any time?

A. I should have to answer your question at length.

Q. Answer it at length?

A. There are two ways in

which we use that term; it is used sometimes merely as a title supposed to carry some honor with it, and again it is used by men to employ sub-agents; he was not the employer of sub-agents and I am not sure that he went under the title of General Agent and I would not say that he did not.

Q. One was a title of honor and the other was a title in fact?

A. It was.

Q. Given to those who employ sub-agents?

A. Yes sir.

Q. Do you know a man named DeRasicot?

A. I do.

Q. Was he connected with your office?

A. He was for a short time.

Q. In what capacity?

A. As a canvasser.

Q. Was he employed by the defendant do you know?

A. I think there was some connection between them.

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Q. You think there was some connection between them?

A. Yes sir.

Q. Do you know a man of the name of Fox?

collect any such man.

A. I do not rec-

Q. Will you look at these papers, defendant's Exhibits Nos. 5, 6, 7 and 8. I notice there that H. Branze is designated as a General Agent, do you see that?

A. Yes sir, I can

explain this if you like.

Q. Explain it please?

Objected to as immaterial, incompetent and irrelevant.

Objection overruled.

Exception.

A. These are intended to be sent out to our branch offices, or to agents who employ other men in cases where agents who bear the title of General Agent or who do not bear the title of General Agent, who report directly to us at the Union Square office must be notified of the result of the examination of their applicants; in such cases we use the same form without erasing the words General Agent.

Q. Instead of having two forms you use that one in all cases?

A. Yes sir.

By the court Q. Is there any difference between a General Agent and an Agent as to the receipt of premiums whether it be the first or second premium or any other premium?

A. I should say no.

Q. So that if an agent or a General Agent of your office should receive monies as an advance premium before that premium was due, a year before that premium was due, would that be within the scope of the authority of the one or the other?

A. I should say as a general rule that no employee of the Company has a right to accept any premium without showing

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the proper receipt therefor.

Q. Would his own individual receipt be a proper receipt therefor?

A. Not in the eyes of the Company.

Q. Would it be in the eyes of your office? A. I should not consider it so.

Q. What do you call a proper receipt? A. One made out officially by the company, signed by the president and counter-signed by the manager of the department. I will show you one if you would like to see it.

CROSS EXAMINED.

By Counsel. Q. You are here under a subpoena duces tecum to produce certain papers? A. I am.

Q. Have you those papers in your possession? A. I have.

Q. Will you kindly produce them? A. Do you refer to the bulletins?

Q. To the bulletins, what are these?

A. They are a lot of type-written sheets published one each week by our department, a copy of which is sent to each of our branch offices, the idea being to stimulate the various offices and the men employed therein, commenting upon the work of the men.

Q. Have you marked any of these in which the defendant's name appears? A. On the outside at the end you will find dates on which his name appears.

By the Court. Q. Where are they put? A. They are attached to the wall; we have half a dozen of branch offices, general agencies.

By Mr. Davis. Q. Look at the date on this bulletin, will that give you any idea as to whether Branze was an agent during the



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month of March down to the date of it?

A. March 21,

1892, his name appears.

Counsel: I offer these in evidence.

Mr. Davis: I object to them on the ground that they irrelevant,  
immaterial and incompetetnet.

The Court: I don't know what they are, I would like to see them.

Counsel: I only want to put in evidence the part that refers to  
the defendant.

The Court: I will allow you to prove by this man that a bulletin  
was issued containing such statements.

Counsel: One statement in each.

The Court: Have you any objection to these statements going in?

It seems to be statements of what the employers thought of  
their agents.

Mr. Davis: No. I do not deny that the employers thought a great  
deal of him at that time, I have no contention on that point,  
I am not surprised that they did, I think he was very indus-  
trious.

By the court Q. Those are bulletins that were issued from your of-  
fice?

A. Yes sir.

Q. How often are they issued?

A. Once a week.

Q. They are sent to your agents giving such information as you  
think fit?

A. Yes sir.

By Counsel. Q. They contain the names of general agents as well as  
agents?

A. Yes sir.

Counsel: (reads) "Best men this week are on applications Mr. Rey-  
nolds with \$2000.00, Mr. Wilkinson with \$1700. , Mr. Branze  
with \$1500.00"

".The biggest week's work was done by Mr. Reynolds of  
No. 7. He captured individually \$4300.00. That's the talk.

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To Mr. Branze of No. 1 we handed \$10000.00 in policies, covering \$1,212.00 annual premium, and it was all paid for at that."

"Mr. Branze, No. 1 agency, is tiptop with the handsome score of \$15000.00 in applications to get for the week just finished."

"Messrs. Reynolds and Branze of - - agency working conjointly closed \$27000.00 in applications last week; they head the list."

Q. Do you recollect that statement on your bulletin?

A. Yes sir, certainly.

Counsel: (reads) "Mr. H. Branze of No. 7 agency secured the largest amount in applications for the month of January with Mr. R.

Gray of agency No. 1 a good second. The amounts secured were respectively, \$28500.00 and \$2700.00. This we consider a first class showing. A man can't lead a great deal and do business of that magnitude."

"Mr. Herman Branze of No. 7 agency heads the list for the largest amount in applications written during the week having secured \$11,000.00."

"Messrs. Reynolds and Branze did a mighty pretty piece of work last week. They wrote conjointly \$28,000.00 in applications, most of which was high premium business with annual premiums. There were eight applications in the lot."

Q. Is there anything in the bulletins which you have in your possession now or in these bulletins showing that a medal for the best agent in the company and the one who collects the most money would receive?

A. There is something of that sort, yes sir.

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ORIGINAL**

Q. Isn't it a fact that a medal was to be given to the man who has the largest amount of collections in your company?

A. I thought it was the largest amount of business closed and paid for, not necessarily the largest collection.

Q. Not necessarily the largest collection but the amount of insurance written?

A. Written and paid for.

Q. I read an article here in reference to Mr. Reynolds, what position did Reynolds hold in your Company?

A. A general agent.

Q. He was a General Agent, was he not?

A. He was.

Q. He is still a General Agent in that Company?

A. Yes sir.

Q. Having his office in Brooklyn?

A. Yes sir.

Q. Isn't it a fact that they work together, general agents Branz e and Reynolds?

A. They did work together as canvassers, yes sir, but they did not occupy the same position.

Q. You have stated in answer to Mr. Davis's question that this defendant was discharged from your Company, is that so?

A. I shall have to state that -----

By the court. Q. You said a letter had been written to him?

A. My impression is a letter had been written to him.

By Counsel. Q. Isn't it a fact that he never left the New York Life Insurance Company at all in the Term Department?

A. We represent the company, certainly, he is the Company's employe as we are of course. His contract was made with James C. Mix, manager.

Q. Isn't it a fact that this defendant now holds an agreement with Mr. McCall, the President of the New York Life Insurance Company, employing him as a general agent of that Company?

A. He possibly does, some contracts were gotten out

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afterwards that I don't know of.

Q. You wont swear that he does not? A. I will not.

Q. Have you the contract in your possession of all the agents of that Company in your department? A. Yes sir.

Q. Have you got that in your possession, have you this defendant's contract in your possession? A. We have.

Q. Have you it here? A. I have not.

Q. Is your father here? A. I do not know.

By the Court. Q. Have you seen your father here to-day?

A. I have not.

By Counsel. Q. Do you say that this defendant was a canvasser?

A. He was.

Q. Are not all agents and general agents commonly called canvassers? A. As a class, yes sir, managers might be so classed as well for they adjust and canvass although there is a distinction.

Q. Isn't it a fact that you as Assistant Manager address each and every general agent and every employee of that Company to get as much money and collect as much money as they possibly can? A. According to the company's rules, yes sir.

Q. Have you ever stated to this defendant that he should collect as much money as he possibly could? A. Most decidedly we do if the policies were issued and not paid for.

By the Court Q. In other words, you want them to do as much business as they can? A. Yes sir, and collect all that is out-standing.

By Counsel. Q. Do you object to the premiums being paid in advance for three years?

Objected to. Objection sustained.

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ORIGINAL**

Q. Has any other member of your agency ever collected three years of premiums in advance?

Objected to. Objection sustained.

Q. Do you know whether or not this defendant was a general agent of the New York Life Insurance Company?

By the Court. Q. Do you know whether this defendant is a general agent of the New York Life Insurance Company, yes or no?

A. I think he might have borne the title, I do not know as I can say yes or no, I think he may have borne the title of General Agent as a matter of -----

Q. Do you know? A. I do not know.

By Counsel. Q. You do not know? A. I do not.

Q. You have stated here that some hold titles just as a mere matter of favor and some as matter of fact?

A. Words to that effect, yes.

Q. You have also stated that those who hold them as matter of fact are general agents who have the power to employ other agents, haven't you? A. I have.

Q. Are you aware that while this defendant was at 1 & 3 Union Square, that he at different times employed different men to work for him? A. It is possible that he did in fact, you referred to the case of Mr. DeRasicot, I think he made the statement to me that he thought he could get some business through DeRasicot.

Q. Do you recollect him hiring a man named Fox?

A. I do not recollect that.

Q. You have in your employ General Agent Leviness and Shulhafer

A. Yes sir.

Q. Do you recollect Mr. Branze stating that Mr. Fox was now in the employ of General Agent Leviness or Schulhafer?

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A. I do not know.

Q. Are you aware a man named Fox was in the employ of General Agent Schulhafer? A. No sir.

Q. Are you aware that this defendant did employ a man by the name of DeRasicot as an agent? A. Not exactly that way.

By the Court. Q. Tell what way? A. My impression is that he brought Mr. DeRasicot -  
Objected to.

Q. Go on and tell? A. He brought Mr. DeRasicot to us and told us he thought he would get business through him and we told him of course if he could do so to do it, and we made a contract I think with Mr. DeRasicot.

Q. A contract for what? A. A contract with him to work as an agent.

By Counsel Q. And he was to work under Mr. Branze, was he not? A. Under his general care.

Q. Under his supervision? A. Yes sir.

Q. As the Assistant Manager of the New York Life Insurance Company I wish you to explain to this Jury what the duties of a General Agent are? A. The duties of a General

Agent who employs other men are to instruct them in the way of soliciting insurance and if necessary go out with them in order to close applications, to hand them such policies as may be issued to their insured and see that they collect the premiums and report them to him, to hand them such renewal receipts as may be issued on the first of the year if he thinks fit to do so in order that they may collect those --- in every way to keep close watch of the men in order to get

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as much as possible out of them in the way of insurance, that is about the idea.

Q. Every General Agent of the New York Life Insurance Company or those that you know of in your employ, have a credit account with the Company, do they not? A I do not know that you would say that.

By Mr. Davis. Q. Not for any debt? A. Not necessarily, every General Agent has a running account, it is evident credit of course.

By Counsel. Q. He can put in a voucher for as much money as the premiums would amount to or his commissions, can he not?

A. He can put in his request for certain monies, we audit that request and prove it as we see fit.

Q. Is it not a fact that nearly every General Agent of the New York Life Insurance Company as far as you know is to-day in debt to that Company? A. Not at all.

Q. You are positive of that? A. That is not the fact.

Q Do you mean to tell this Court and Jury that not one General Agent in your employ or agent is not in debt to the company?

A. I do not say that, it is possible that one or two of them owe us a little money.

Q. You do not know the amount? A. No, I do not.

Q. Have you the books here of the Company? A. I have not the Company's books, no.

Q. Have you the book showing the account of Mr. Branze here?

A. I think they are here, the cash book is here.

Mr. Davis: They are down in my office.

Witness: Yes sir.

By Counsel. Q Do you think the books of the Company, the branch office of the New York Life are here? A. There are some books here.

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Q. Those books show an account which this defendant had with your Company whilst he was in your employ, do they not?

A. They show a portion of his account. I am not sure that they show it all, the books that are here.

Q. In those books which you have here showing portions of the account which this defendant had while he was employed in your Company, is there any account in those books showing any relationship between the man who was mentioned here, DeRasicot, and the branch office of the New York Life?

A. I cannot say.

Q. In the books which are about to be produced is there any account showing the account with an agent <sup>of</sup> ~~and~~ a General Agent of your Company?

A. An Agent of a General Agent?

Q. Yes sir?

A. I do not know that it appears in that way; my impression is that the general agency to which each man reports is mentioned at the top of the page on which his account appears.

Q. Then you have no idea as to the agency system between a General Agent and his agent, have you?

A. I do not understand the question.

Q. Do you know what the duties are of an agent under a General Agent?

A. I suppose I do, yes.

Q. Please explain them to the Court and Jury.

A. They are to solicit applications for insurance, turn in such applications to the General Agent and also report premiums collected by him to the General Agent under which he reports.

Q. The General Agent?

A. Yes sir, and he reports to the General Agent supposing he is reporting to a General Agent.

By the court. Q. An agent working under a General Agent reports to



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the general agent?

A Yes sir.

Q And the general Agent has control and supervision of his sub-agent?

A. Within reasonable bounds, yes sir.

Q. And all the sub-agents are instructed by the General Agent as to their duties, are they not?

A. They should be.

Q. Premiums becoming due in advance to your Company, they are made payable in advance, aren't they?

A. O yes.

Q. And upon the second year's premium which this defendant collected would not be payable to your Company until February

22, 1893, would it?

A. I suppose that is the correct date.

Q. Are you acquainted with a general agent by the name of Reynolds?

A. I am.

Q. He was a General Agent in your employ, was he not?

A. He was.

Q. Do you know of any transactions which Mr. Reynolds had?

A. Any transactions?

Q. Yes.

A. You will have to put your question in a different way.

Q. Did he report to you on his policies and premiums?

A. Certainly.

Q. Do you recollect General Agent Reynolds collecting some five hundred odd dollars and retaining it for two or three months and a notice was sent by your Company through Mr. Voorhis, one of your cashiers, that he had collected that money and failed to turn it into the company?

Objected to as irrelevant. Objection sustained.

Counsel: I wish to show it to be the custom of general agents that they could collect money and retain it as long as they pleased and pay it in when the premium became due, and that

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is the reason that I not only subpoenaed this witness but subpoenaed all the General Agents of the New York Life Insurance Company, and I think that question ought to be admitted."

The Court: I don't care if it was if they had no authority to do it. The claim in this case is that he collected money for a premium not then due which was in advance of the time that it regularly became due and that he had no such authority and that the money he collected he appropriated to his own use.

By Counsel. Q. Mr. Henry Reynolds was a General Agent of your Company, was he not? A. Yes sir.

Q. Do you recollect the transactions that Mr. Reynolds had with your Company, your Company having given notice to him that he held money for over three months and had made no return to the Company and you notified him that the premium became due and he immediately came to you and paid it?

Objected to. Objection sustained. Exception.

(No answer.)

Q. Mr. Mix, did you ever employ this defendant?

A. Not individually.

Q. Did you ever give him any instructions as to his duties in the company? A. Possibly if he raised any question,

I am not sure, I could not say.

Mr. Davis: Here is the contract between the Company and the Defendant which we produce.

By Counsel. Q. Did you ever give him any instruction as to his line of duties in that Company, I ask for an answer yes or no?

A. Yes sir.

Q. What instructions if any did you give him? A. I cannot say, only that in my connection with all the agents of the

department in the course of the year occasionally I should probably give him some instructions, I have no specific recollection of any instance.

Q. Is it the custom on your part to instruct agents or general agents of that Company as to their duties?

A. Yes sir.

Q. And as a part of your instructions to general agents you instructed this defendant, did you not? A. Probably yes.

Q. And then as matter of fact when you instructed him as General Agent of that Company you assumed that he was the General Agent of that Company, did you not? A. In one sense yes, and in another sense no.

Counsel: I move to strike out that answer as not responsive.

The Court: Motion denied.

Counsel: I take an exception.

Q. Did you recognize this defendant as a General Agent of your Company? A. Which kind of a general agent?

By the court. Q. Any kind? A. I never so regarded him, he held a contract as a canvasser.

The Court: I will strike out the last part of it.

By Counsel Q. But you did instruct him, did you not?

A. I suppose I did.

Q. And in the performance of the duties of that Company?

A. Probably --- all agents ask us questions.

Q. Did you ever recognize him as any agent of that company?

A. Yes, as an agent.

Q. Did you ever recognize him as a General Agent of that Company? A. NO.

Q. Did you give him instructions? A. Yes, probably.

Q. As an agent of that Company, did you? A. Your question

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is as to instructions?

By the Court. Q. Do you recollect any specific instructions?

A. I do not recollect.

By Counsel. Q. Then why did you give him instructions?

The Court: He says he does not recollect that he did give him instructions.

By Counsel. Q. Is this the agreement by which this defendant was employed by the New York Life Insurance Company?

A. Yes sir.

Counsel: I offer it in evidence.

Mr. Davis: I produced it. I will be very glad to have it go in evidence.

The Court: It is received.

By Counsel. Q. In pursuance of that contract did you not as the Assistant manager of the New York Life Insurance Company give instructions to this defendant?

A. I do not rec-

ollect.

Q. You say that this defendant had no right to collect renewal premiums?

A. I did not say so.

Q. Did he have the right to collect renewal premiums?

A. Provided the renewal receipt was given him for collection.

Q. Isn't it a fact that you sent this defendant to collect two renewals without the receipt of the company?

A. I do not recollect.

Q. You do not recollect?

A. No sir.

Q. Do you want to recollect it?

A. Certainly.

Q. Have you any recollection of the fact that you sent this defendant to collect two renewals without the renewal of the certificate?

A. I have not.

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Q. But the fact is that you might have sent this defendant to collect two renewal premiums without the certificate?

A. I would not swear that I did not.

By the Court. Q. Tell me if he had not a renewal receipt how could he collect? A. Well, collections have been made by agents but not receipts.

Q. Without giving renewal receipts? A. Not strictly so.

Q. The policy of the Company was such that renewal receipts were not given unless signed by the officers of the company?

A. Yes.

Q. Is it not a fact that a General Agent of the company has the power to fill out a receipt? A. Renewal receipts, no sir.

Q. Has a General Agent or an agent the power to make out a receipt for renewals or premiums paid in advance, giving his own receipt as a General Agent.

A. He has no authority from the Company.

Q. Isn't it a fact that the Manager of the branch to which you belong at all times gives to General Agents the power to collect money on their own receipts? A. I am not prepared to swear that.

Q. You are not prepared to swear it, are you? A. NO.

Q. Do you know of any receipts or printed forms in your office which the agents fill out at the time of your collecting the premiums?

A. There are no official receipt issued by the Company for such a purpose.

Q. But there are blank forms in the company? A. We have blank receipts, certainly.

Q. They are given to the agents are they not, to fill up?

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A. On account of the first premium sometimes.

By the Court. Q. Are such receipts given to the agents to fill out and deliver for any purpose?

A. Yes sir, blank receipts have been given to agents.

By Counsel. Q. And to General Agents?

A. And to General Agents.

Q. Are Peoples Exhibits IO and 11 blank forms as issued by your Company?

A. The Company furnish us with a similar receipt. I am not sure that those came from the Company.

By the court. Q. Did you have receipts like them?

A. We have something similar to them.

Q. You issue such receipts?

A. We do.

By Counsel. Q. Such receipts are recognized by the company?

A. In whatway?

Q. Is it not the custom of the general agents of your department to give receipts for money they have collected and are recognized by your department?

A. Money that have collected.

Q. If you know answer yes, and if you do not know answer.

A. The question is too broad.

By the Court. Q. He says in the first instance it was, is that your answer. I understood you to say?

A. He does not specify for what purpose these receipts are offered. I do not think I can answer the question.

By Counsel. Q. What is the object of your department having these blank receipts?

A. If an agent were to receive an advance from us which we sometimes pay we must have a receipt on which he shall sign for such advances.

By Mr. Davis. Q. An advance from you?

A. An advance from us.

By Counsel. Q. And those receipts are recognized by your department,

are they not?

A. By our department, yes.

Q. Is this receipt Peoples' Exhibit IO recognized by your department?

A. We have nothing to do with this receipt whatever; the receipt is unnecessary if it was for the first premium, I do not know what it represents to be. No receipt is necessary in the case of first premium, the policy is the receipt.

Q. Is that receipt recognized by your department as being a genuine receipt, yes or no?

By the Court. Q. Binding upon your department?

A. If it was for the first premium and the policy was delivered I presume it would be binding; that is an opinion.

Q. But in the course of business are such receipts usually first premiums?

A. They are not.

Q. But if a premium be paid to the agent before the policy is delivered, does your office under such circumstances recognize such receipt when the money is paid you?

A. The office would not be holden in that case.

Q. When you received the money, you would acknowledge the transaction?

A. If it was paid to us we would.

By Counsel. Q. Now Mr. Mix I show you Peoples' Exhibit No. IO, take a hypothetical case for ten dollars upon an application and that application is rejected and the receipt would be afterwards brought into the Company would not your Company on seeing that receipt refund the sum of ten dollars?

A. I do not think we would be holden for it.

By the Court. Q. Would your Company refund the money if such receipt was issued by your agent acknowledging so much money as a payment for soliciting insurance?

A. It probably should.

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By Counsel. Q. If an agent of your Company, as Mr. Branze was, received an application for a policy and received the sum of twenty-five dollars on that application and gave one of these blank receipts for it and that application was rejected, and if that receipt had been taken to your cashier or one of your officers in your branch office, upon the presentation of that receipt, would he refund the twenty-five dollars?

A. I do not think the Company would.

Q. Would they in your office? A. We might possibly do it.

Q. Is it not a fact that they do recognize those receipts?

A. We have done so in some instances, not always.

Q. Will you name an instance in which you did not recognize the receipt? A. I cannot.

Q. You say that in some instances you have not recognized these receipts? A. I do.

Q. Still you cannot name one? A. NO.

Q. If an agent or a General Agent writes a policy, has he the power to collect six months premium, a year's premium or ten year's premium? A. Only so far as the policy reads

if it was written for three years' collection, three years, or for one year one year, however the policy reads.

By the court. Q. The term of the policy is that it, the agent would be authorized to collect the term of the policy?

A. No, for such a period as the policy reads for; the agent is only authorized to collect for such a period as is expressly stated in the first part of the policy; it states what is the first premium must be paid on the policy---- the first premium, whatever it is, is the extent of the authority.

Q. That is all he was authorized to receive? A. That is all.



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By Counsel. Q. Do you mean to tell this Jury that no agent in your employ ever collected more than one premium at any one time?

A. I do not.

Q. As matter of fact that premium had been collected by agents of your Company for periods of two or three years in advance?

A. Not unless it was so specified on the policy is my recollection.

Q. Will you turn to the account of Mr. Branze in those books?

A. This is the last book in which we have any account with Mr. Branze.

By the court. Q. Is it a day book, a ledger, a cash book or journal or what?

A. You may call it a ledger, it is an account of the agents; it is entitled "A Policy Register" but it is imperfectly labelled; it is a class of policy which we were instrumental in introducing in our department - a term policy, renewable terms it is called. We take the name from that. I have his account.

Q. Book letter A, renewable policy, return register, pages 36, 37 & 38, Mr. Mix, this is the register of work done on the policies and premiums paid in by general agents only, is it not?

A. I do not think that, I think there are individual accounts in there also.

Q. Individual accounts? A. Yes sir.

Q. Is the account of C.T. Leviness an individual account?

A. Yes sir.

Q. Is he not a General Agent of your Company?

A. By title yes, the same as Mr. Branze.

Q. Is Henry Reynolds an agent of your Company or a General Agent?

A. He is.

- Q He is a General Agent, is he not? A. Yes sir.
- Q. Is Frank McCarty a General Agent or is that an individual account? A. I think not.
- Q. Is George W. Smith a generalagent? A. By title.
- Q. Is G.T.Govern a General Agent? A. He is not connected with us.
- Q. Is H.O'Brien a General Agent? A. I do not recollect the name
- Q. Is Mr.Martino a General Agent? A. He is not connected with us.
- Q. Is MR.Percy? A. He is not with us.
- Q. Is MR.Whitson? A. An ordinary canvasser.
- Q. Is Mr.Brown a General Agent? A. Not unless he chooses to assume the title of General Agent, we do not consider him so:
- Q. Is Mr.Ellis a General Agent? A. Not with us.
- Q. Is Mr Wood? A. NO.
- Q. Is Mr.Morris? A. NO.
- Q. Is Mr.Davie a General Agent? A. He is.
- Q. Are Reynolds and Rothschild General Agents?
- A. There used to be a firm going by that name.
- By the court. Q General Agents? A. By title.
- Q. Tell me the difference? A. We have a class of men, as I stated before, who employ other men; we know no title to give them except that of General Agent; then there are certain other of our best canvassers who think that it adds a little weight to their character and influence if they can pass under the name of General Agent, the same as Brevet in the army.
- By Counsel. Q. The way I understand it Mr.Mix, is what you call

general agent by name and general agent by title is, that the only General Agent by title is the one who has the right and who has the authority to employ sub-agents, is that right?

A. No..

By the Court. Q. The real genuine agent as you understand it, has the right to employ sub-agents?

A. Yes sir.

Q. And the others have not?

A. No sir.

Q. No one can find out from the title unless they find out from you?

A. NO.

BQ.Counsel. Q. Does that book show an indebtedness to the Company or does the company owe Mr.Branze any money?

A. I cannot tell you from looking at this, the account has not been figured up but I am pretty positive that Branze owes us two or three hundred dollars, some hundred dollars, I am not sure how many.

Q. You also say that Mr.Branze is no longer a member of your Company, his account has not been figured up?

A. It does not appear to have been.

Q. As matter of fact, has not Mr.Branze at any one time owed the Company over one thousand dollars?

Objected to. Objection sustained.

Q. Is it the custom Mr.Mix in your Company that Agents and General Agents have the right to draw money out of the Company in advance by depositing a voucher for that amount?

Objected to. Objection sustained.

Q. Is it not the custom in your firm or Company at the branch office to give the General Agent the right and authority to place a voucher with the cashier for any amount of money which they may see fit to draw?

Objected to. Objection sustained. Exception.

Q. Are General Agents employed or Agents employed by salary or on commission?

Objected to. Objection overruled.

A. Both ways.

Q. How was this defendant employed? A. On commission.

Q. And he had no stated salary with you? A. No salary.

Q. And how did this defendant collect commissions from your Company, his advance commissions? A. We were in the habit of allowing -----

Q. Not what you were in the habit of doing, how did this defendant -----

By the Court. Q. Tell what you did with him? A. Sometimes we allowed him to draw an advance, that is we allowed him a certain amount a week.

By Counsel. Q. And how were those advances drawn?

A. They were drawn in cash, we received his voucher for them.

By Mr. Davis Q. Look at these receipts? (Receipts shown to witness.) A. Something similar to them, yes sir.

Q. And have you any vouchers of the defendant's at the present time? A. I presume we have.

Q. Have you them in your possession? A. Not here.

Q. At any one time do you recollect any voucher of any amount of money paid by you in advance? A. What else could the vouchers be?

Q. What was the largest amount of advance that the defendant asked?

Objected to.

A. I cannot answer, I do not recollect.

Q. You do not know? A. I do not recollect.

Q. Does that book show it? A. It might --- I have the account, the largest amount I see is \$456.00.

By the Court. Q. An advance? A. As an advance, so entered.

By Counsel. Q. Did not this defendant Mr. Mix deliver a voucher to your Company for the sum of \$1212.00, if you know say yes, at any one time?

A. A voucher, I do not recollect it.

Q. The defendant might have placed a voucher with your branch office for that amount and you may not know it?

A. It would be hardly possible.

Q. Then do you recollect any one voucher which this defendant deposited without referring to that book?

By the Court. Q. That sum? A. I do not recollect any such sum.

By Counsel. Q. Does that book show all the vouchers which this defendant delivered to the Company? A. If the book-keeper has done his duty.

Q. Will you kindly glance over that and see if there is a voucher there for \$1212.00? A. I do not see it.

Q. Mr. Mix, if an agent writes a policy do you instruct the agent to collect three months or six months or a year or three years, and if the policy is made out payable only for three months, has not the agent the right to collect as many months or years as the insured feels like paying?

A. He has no right.

Q. He has no right? A. No right.

By the Court. Q. In other words, if the premiums are to be paid annually he has the right to collect annual premiums and if

the premiums are to be collected semi-annually or quarterly he collects them, is that it? A That is it exactly.

Q. Are there not forms of policy by which there can be two years' and three years' premium? A. Any policy may be so written.

Q. Unless it is so written is there any right given to the agent to collect it? A. None whatever.

Q. If for instance a policy were written in consideration of the payment of so much money in three years, would the policy specify whether subsequent premiums were to be paid?

A. It would.

By Counsel. Q. Now do you know of any agent in your Company who has collected money and held it for any length of time?

Objected to. Objection sustained.

By Mr. Davis. Q. Is your office the chief office of the Company with the exception of the central office in the city of New York, are you the chief agents of the New York Life Insurance Company in the city of New York or are there other offices of the same authority? A. There are other offices of equal authority.

Q. Of equal authority? A. Yes sir.

Q. Now you say Bronze had the right to commissions under his employment? A. He had.

Q. Commissions on what? A. On the first year premiums paid into the Company on business secured by him.

Q. Had he any right to collect any commissions upon the second or subsequent premiums on policies? A. No sir.

By Counsel. Q. Do you mean to tell this Court and Jury that the General Agents do not collect second year premiums?

A. Not to my knowledge without a proper receipt.

Q. To whom are they paid?

A. They are paid to the

General Agent or Agent provided a receipt is given to him  
for the collection of the same.

Counsel: I move that the balance of the answer be stricken out.

The Court: I wont strike it out.

Counsel: I take an exception.

By the court. Q. If I understand it an agent has the right to col-  
lect premiums if he is authorized?

A. Yes sir.

Q. That is a special authorization?

A. Yes sir.

Q. It is not usual for an agent to collect the second premium?

A. It is not.

Counsel: The defendant wishes to put a few questions to the wit-  
ness.

The Court: He may do so.

By the Defendant. Q. Mr.Mix, when I was employed in the New York  
Life Insurance Company did I have any conversation with you  
whatever?

A. Certainly of course, yes sir.

Q. Who introduced me to you Mr.Mix, to work for your Company,  
for the New York Life, in your department?

A. I do not recollect.

Q. Do you know Mr.Hawke?

A. Yes sir.

Q. Did he introduce me to you?

A. I think likely.

Q. Is Mr.Hawke a General Agent?

A. Yes sir.

Q. You have stated before that the agent has not power to col-  
lect any money in case a policy is made payable for three  
months, six months or a year, -- has an agent who has written  
it, that is, if I had been soliciting and sent an applica-  
tion into the Company or any other agent, had that same  
agent or the General Agent a right to change that policy,

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has he any right to do so?

A. He has no right to collect money unless the policy so reads.

Q. Is there not a policy by the name of Bransfield in your book which I have written for a thousand dollars and the premium was payable first for three months?

A. I cannot say, the book would not show it.

Q. Did I afterwards without your giving me any instructions to collect the balance of the year, didn't I collect the balance and gave you my voucher for the balance of that money without changing the policy?

A. It is possible but I

have no recollection of it.

Q. You have said I have not the power to do so?

A. You have not.

Q. How did you allow me in this instance?

A. I do not know that I did.

Mr. Davis: I want to read the agreement between the Company and this defendant. This is an agreement made on the 15th day of October, 1891, between the New York Life Insurance Co., party of the first part, and Herman Branze of Brooklyn party of the second part. Among the provisions in this contract --- I do not propose to read it all though it will be submitted to you ----- First, it is agreed that this defendant, the party of the second part, shall have no authority on behalf of said party of the first part to make alter or discharge any contract, to waive forfeitures, to extend the time of payment of any premium or to waive payment in cash or to receive any money due or becoming due to the said party of the first part except on applications obtained by or through him in exchange for conditional



receipts to be furnished by said party of the first part or on policies of renewal receipts sent to him for collection.

Then as to his compensation, "it is agreed that the said party of the second part shall be allowed under this agreement the following compensation only unless otherwise expressly stipulated in writing, viz. a commission on the cash premiums which shall during his continuance as agent of said party of the first part. be obtained, collected, paid to and received by said party of the second part on policies of insurance effected through said party of the first part by said party of the second part all commissions to accrue only as the premiums are received by said party of the first part in cash, which commission shall be at and after the following rates;- a single and only brokerage commission of fifty percent upon the original (first years or parts thereof) premiums of business secured and paid over on the ten year renewable term plan if premium is paid annually."

Then as an adenda to that here is a schedule of his commissions on another kind of policy which he might write setting forth in tabulated forms the commissions, and in the column over which the terms of the kind of policy are stated is on the original cash premiums for the first year assurance only.

It is admitted by the Defendant that all the times mentioned in this indictment that the New York Life Insurance Company was a corporation lawfully doing business in the City and County of New York.

## The Case for the Defence.

Counsel: I ask your Honor to advise the Jury to acquit this defendant upon the following grounds: The indictment shows the following state of facts. The indictment contains this finding, "that whereas in truth and in fact the said Herman Branze was not then the duly authorized agent of said New York Life Insurance Company and he was not then and there authorized and empowered by said corporation, on its behalf to allow the said Maria Kraus-Boelte a discount of the sum of \$252.40 or any discount upon the amount of the said premium upon the said policy so as to become due on the 27th day of February, 1893, provided she, the said Maria Kraus-Boelte should pay the sum then instead of when they became due, or to then and there receive or obtain from her the said sum of \$2171.60 or any other sum, in full settlement or payment of said premiums for or on account of the said New York Life Insurance Company." That finding should state that he was not an authorized agent of the Company, that is a material fact which the prosecution are bound to prove for a conviction in this case. The testimony as it is given by Mr. Mix shows they admit that he was an agent of that Company. Where one of the material facts of an indictment are disproven it follows that the defendant should be acquitted. Also upon the ground that the records introduced in evidence under objection and exception are not properly authenticated as required by the revised statutes 669, section 8, that the discharge of the defendant has not been alleged and proven. The mere lapse of time may not authorize a presumption that the

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accused has been discharged in one of the ways specified in the statute so as to pass upon him the burden of proving that he was not discharged. Those are the grounds upon which I ask your Honor to advise the Jury to acquit.

The Court: That motion is denied.

Counsel: I take an exception upon each and every ground.

Counsel opened the case for the Defendant.

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JAMES C. MIX, sworn and examined.

By Counsel. Q. You are manager of the Term Department of the New York Life Insurance Company, Nos. 1 & 3 Union Square?

A. Yes sir.

Q. Do you know the defendant Herman Branze? A. Yes sir.

Q. Did he have his office at 1&3 Union Square in the term department of the New York Life? A. The latter part of his time he did.

Q. First he was with General Agent Reynolds in partnership?

A. Yes sir.

Q. Henry Reynolds is a General Agent of your Company, is he not? A. I will have to amend that answer.

By the Court. Q. The former answer? A. Yes sir.

Q. Amend it? A. He was not in partnership.

Q. Did they work together? A. Mr. Branze worked for Mr. Reynolds

By Counsel. Q. Mr. Branze worked for Mr. Reynolds? A. Yes sir.

Q. What position did this defendant occupy in your Company?

A. Canvasser.

Q. Was he General Agent? A. NO.

Q. He was not? A. NO.

Q. Was he an agent? A. Well, yes, you may call him an agent because all canvassers are agents.

Q. Are not you as manager of that Company also a canvasser?

A. No sir.

Q. Is the Assistant Manager a canvasser? A. No sir.

Q. Are all General Agents called canvassers?

A. Not under the contracts.

Q. Then when the Assistant Manager of that Company swears that

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everybody connected with your department at 123 Union Square are canvassers, is he telling the truth?

Objected to.      Objection sustained.

Q. When the Assistant Manager of your Company swears that general agents are all canvassers, is that true or is it false?

Objected to.      Objection sustained.      Exc option.

Q. The bulletins of your Company have been marked in evidence.

Under the heading of February 6, 1902, is this item; "Messrs. Reynolds and Branze of No. -- agency, working conjointly, closed \$27000.00 in applications last week; they head the list." Do you know why these bulletins issued by your department or issued by yourself and signed by yourself, say that Reynolds and Branze worked conjointly together?

A. Do I know why?

Q. Yes sir?      A. The same as any other General Agent and canvasser.

Q. Then you state now that a General Agent is not a canvasser.

A. I did not say anything of the kind, I say a General Agent may canvass but he is not dubbed a canvasser.

Q. Is a General Agent at any time named or termed in your Company a canvasser?      A. No.

Q. All General Agents Mr. Mix are entitled to employ sub-agents, are they not?      A. NO.

Q. Such agents as you recognize as General Agents are entitled to employ sub-agents?      A. NO.

Q. They are not?      A. NO.

Q. Had this defendant a right to employ a sub-agent?

A. NO.

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Q. Did not Mr. Branze, the defendant, introduce you to a man named DeRasicot and tell you that he had employed him as an agent? A. I do not remember the name.

Q. Do you recollect him employing anybody? A. NO.

Q. Is there a policy issued by your Company to Father Tatro? A. Two I think, I do not know, two or three.

Q. By whom were they procured? A. By Mr. Reynolds and Mr. Branze.

Q. Do you recollect any conversation had with Reynolds and this defendant at any time in relation to this policy of Father Tatro's? A. I do not remember the incident, I know we did converse about it.

Q. Do you recollect Mr. Reynolds stating that Father Tatro demanded a discount of ten percent upon all premiums which he thereafter paid after the payment of the first policy and Mr. Reynolds said they had both given Father Tatro a receipt to that effect?

Objected to. Objection sustained. Exception.

Q. Do you recollect having any such conversation?

Objected to. Objection sustained.

Q. Do you recollect Mr. Branze having under him in your office any agent? A. NO.

Q. Will you swear positively that he never had anybody working for him while he was in that office?

A. Not that I was aware of.

Q. Did not this defendant introduce DeRasicot to you?

A. I do not remember the name or the event.

Q. Did he ever introduce to you anybody? A. I think he did his wife.

Q. Did not he introduce also a young man whom he said was

going to work for him?

A. I cannot tell, I do not

think he did.

Q. You have no recollection?

A. No recollection whatever.

By Counsel. Q. Is that the best answer you can give to my question?

A. Yes sir.

Q. That is the best answer you can give?

A. Yes sir.

Q. How many General Agents are there at 123 Union Square?

A. Nine, I think.

Q. And do you know how many agents under those?

A. About one hundred and twenty all told.

Q. Do you keep an account of the transactions of the sub-agents or the General Agents?

A. Yes sir.

Q. Have you book of the transactions of the sub-agents here?

A. I do not know.

Q. You do not know?

A. I do not know.

Q. You are here under a subpoena duces tecum?

A. These books may represent it.

Q. And that subpoena called for any and all account books showing any transactions by this defendant with your Company, did it not?

A. I obeyed the order by giving an order to have them brought. I presume these are the books.

Q. Have you any memorandum in any of these books showing an account with any sub-agent of Mr. Branze?

A. I suppose so.

Q. I repeat the question, have you any memorandum in any of those books showing an account with any sub-agent of Mr. Branze?

A. No, I have not.

Q. Have you in any of those books any memorandum or account

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of the collection of premiums or the writing of policies of  
any sub-agent of Mr. Reynolds? A. Yes sir.

Q. Who is the sub-agent of General Agent Reynolds?

A. Do you wish me to particularize one?

Q. Yes? A. Madden. I beg to state to the Court that  
I am entirely unfamiliar with these books.

Mr. Taylor was called to aid the witness in explaining  
the books.

Q. Mr. Mix, will you kindly answer this question, is there an  
account in that book showing the account of Mr. G/DeRasicot?

A. NO.

Mr. Taylor: There is such an account.

Witness: I will take it back; there is.

Counsel: I want to offer it in evidence.

Mr. Davis: I object to it.

Counsel: It goes to show that this defendant did employ this man  
and that this defendant was a General Agent and had the  
power to -----

Mr. Davis: Upon the Counsel's statement that that account tends to  
show something which contradicts the statement of his own  
witness I submit to your Honor that he has no right to call  
a witness and then introduce testimony which tends to im-  
peach his own witness.

The Court: For what purpose do you offer it?

Counsel: For the purpose of showing the account of DeRasicot, I  
will show by this witness that that same man whose account  
is now in that book was employed by this defendant.

The Court: I do not see how it tends to show it; for that reason  
the offer will be refused.

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Counsel: I take an exception.

Q. Mr. Mix, was the defendant Branze ever discharged from your department? A. He was discharged by letter.

Q. He was discharged by letter when? A. After we discovered the transaction between himself and Madam, I cannot think of her name.

By Mr. Davis Q. Boelte? A. Yes sir, Madam Kraus.

By Counsel. Q. You discharged him by letter? A. I did.

Q. You are positive of that, you are positive you discharged him? A. Quite.

Q. Is that your signature? (paper shown) A. Yes sir.

Counsel: I offer it in evidence.

Mr. Davis: No objection.

Witness: May I look at that to see the date of it?

By Counsel. Q. You say the defendant was discharged by letter?

A. Yes sir.

Q. I will now read you one of your circulars which was sent out by yourself.

Term Department, New York Life Insurance Company,

183 Union Square, cor. 14th St. J.C. Mix, Manager.

R.J. Mix, Asst. Manager. No. 1,355. Telephone call,

388-18.

William H. Beers, President.

New York, April 6, 1892.

Mr. S. Flamm, 47 Delancy St. N.Y.

Dear Sir:

Mr. Herman Branze formerly an agent of this Company, has left its employ, and is no longer authorized to collect premiums on policies issued by this Company, nor will any such payments, if made, be recognized by the Company.

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Payment of premiums, except at the office of the Company.  
may only be made to agents producing receipts signed by  
the President, Vice-President or Actuary and countersigned  
by us. Yours truly, James C. Mix, Manager."

Q. Did you send that out, did you mail those circulars?

A. I was instrumental in having them mailed.

By the Court. Q. They are regular, they are acknowledged by you?

A. Yes sir.

By Counsel. Q. Then in this circular you say that he has left the  
employ of the Company?

A. Yes sir.

Q. Then he was not discharged?  
letter.

A. There is another

By the Court. Q. Was he as matter of fact, discharged?

A. He was discharged, dismissed.

By Counsel. Q. Then this statement or memorandum or slip or circu-  
lar which was sent out by your Company, was not that true? -

The Court: That don't follow by any means.

By Counsel. Q. When did you send such a letter?

A. I cannot give you the date.

Q. About when?

A. About the time that we were noti-  
fied of those transactions to which I referred.

By the Court. Q. Can you give us that date approximately?

A. I cannot.

Q. Can you tell us the month, March, April or February?

A. I can only give an impression, I should say it was  
in the month of April or March.

By Counsel. Q. Did you mail that letter?

A. Certainly.

Q. To where?

A. It was mailed to his then place of  
address in Brooklyn.

Q. And have you a copy of that letter? A. That I cannot tell.

Q. You generally make a copy of all letters sent out by you?

A. We do.

Q. And if there be written such a letter to this defendant a copy of it would be in your copy book, would it not?

A. It would if it was copied, not otherwise.

Q. Then you mean to say that some letters which you send out of material importance are oftentimes not copied in your copy book?

A. I mean to say that not oftentimes but occasionally a letter is not copied and this letter may have been copied but I won't swear to it.

Q. Will you please, Mr. Mix, bring your letter book Monday morning?

A. I will bring or send it.

Q. You are aware that this defendant was engaged under an agreement which you countersigned as manager?

A. What is the question?

By the Court. Q. That agreement was countersigned by you as manager?

A. Yes sir.

By Counsel. Q. Under the requirement of that agreement every agent is entitled to ten days notice of his discharge so that he can fix up his accounts with the company, is he not?

A. Yes sir.

Q. Did you at any time have given to this defendant the required ten days' notice? A. I did in a letter that I wrote.

Q. How long ago?

A. Well, I cannot tell you the date of that letter.

Q. Is it a month, a week or two weeks?

A. I can say

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this, I think it was the very day that Madam Kraus called upon us and related the transaction.

Q. The day she related the transaction? A. I think it was

Q. And then you wrote him a letter that he was discharged?

A. That day or about that time.

Q. Without even investigating Mr. Branze's side of the story, after hearing Mrs. Boeite relate the circumstances to you, you immediately wrote a letter discharging him? A. I did.

Q. You have to report to the home office, do you not?

A. Yes sir.

Q. You recollect an investigation being made by the New York Life Insurance company, do you not, into their financial capital, into all agencies of the New York Life?

A. You mean by the State authorities?

Q. Yes sir? A. I do.

Mr. Davis: Are we going into that?

The Court: I do not know whether you are or not, we are going that far.

By Counsel. Q. Don't you recollect being called to account for some ten thousand dollars which had not been handed over to the Home office? A. No sir.

Q. You do not? A. NO.

Q. Is it true that there is such a lax system from the head of the New York Life Insurance Company away down to the sub-agents, that they hold money from time to time until called to account for it and then make up the deficiency?

The Court: Question excluded.

Counsel: I take an exception.

RICHARD T. HUGHES, sworn and examined.

By Counsel. Q. You are in the employ of the New York Life Insurance Company?

A. Yes sir.

Q. Under Mr Mix and his son?

A. Yes sir.

Q. You are a clerk in their employ?

A. Yes sir.

Q. Book-keeper?

A. Assistant book-keeper.

Q. Do you know the General Agents in that Company?

A. No sir, I have nothing to do with the agents other than keeping the accounts, Mr. Voorhis is the man that can explain all that.

Q. You have the account book kept by the Company, please take it and turn to the account of Mr. Branze.

By the Court. Q. Are the entries in your handwriting?

A. Yes sir.

By Counsel. Q. And will you state the largest sum at any one time that Branze owed to the Company, if you can from the book?

A. I cannot do that very well without making the account up.

Q. The largest gross sum?

A. I could not tell you that.

Q. Have you any recollection of the largest amount of money which he owed to that Company which he drew in advance?

A. No.

Q. Do you recollect at any one time making up Branze's account and stating that he owed the Company two hundred dollars and the last time you made it up he owed seven hundred dollars?

A. I think I did but I can explain that.

Q. Well, explain it?

A. Because the day that I made

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this account up he signed commission receipts for three or four hundred dollars which he received as commission which I had not got an account of.

Q. Is there a voucher marked in that book for the sum of \$608.00?  
A. There is one voucher for \$608.00

which was received February 29, the commission is charged to him, the voucher, the company holds.

Q. Do you recollect being sent by Mr. Mix over to Branze's house?  
A. Yes sir.

Q. When was that?  
A. That I could not tell you.

Q. How long ago?  
A. That must be I guess over two or three months ago.

Q. I n April?  
A. Yes sir.

Q. Do you recollect having a conversation with the defendant's wife?  
A. Yes sir.

Q. Just tell us that conversation?

Objected to. Objection sustained.

Q. Did you tell the defendant's wife that you had been sent by Mr. Mix?

Objected to. Objection sustained. Exception.

Q. Do you recollect the conversation had with Mrs. Branze in which you stated that Mr. Branze was the last agent the New York Life Insurance company ever had?

Objected to. Objection sustained. Exception.

Q. And did not Mrs. Branze say to you that the defendant was ill and would return in a few weeks, that he went away?

Objected to. Objection sustained. Exception.

Mr. Davis: No questions.

The Court adjourned till Monday.

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Monday, June 20, 1892.

JACOB FOX, sworn and examined.

By Counsel. Q. What is your business, Mr. Fox? A. I am an agent, I was an agent of Mr. Branze.

Q. Were you ever in the employ of this defendant Mr. Herman Branze? A. Yes sir.

Q. When were you in his employ? A. It was about pretty near four months ago, I cannot remember exactly.

Q. Where was Mr. Branze's office? A. 123 Union Square.

Q. Do you know what position he held in the New York Life Insurance Company? A. He was an agent.

Q. He hired you? A. Yes sir.

Q. Were you ever introduced by the defendant Herman Branze to any of the managers or assistant managers of the New York Life Insurance Company.

Objected to. Objection overruled.

A. I was introduced to the manager Mr. Mix and to the assistant manager Mr. Mix.

By the Court. Q. By Branze? A. Mr. Branze introduced me to Mr. Mix.

By Counsel. Q. What conversation did you have after you were introduced by Branze with Mr. Mix?

By the Court. Q. What Mr. Mix, the father or the son?

A. He introduced me to both.

By Counsel.

Q. What was said by Branze to Mr. Mix and his son?

Objected to.

The Court: Which one do you mean?

Counsel: To Mr. Mix, Jr., the young man.

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By the Court. Q. Did you have a talk with either of them in the presence of Branze?  
A. I had a talk with the old gentleman.

By Counsel. Q. Did you have any conversation with young Mr. Mix, the son?  
A. Well, Mr. Branze introduced ---

By the Court. Q. Did you have any conversation with him?  
A. Yes sir.

By Counsel. Q. What conversation was it?  
A. With the son, Branze introduced me to him and he said, "if you are satisfied I am satisfied too."

Q. In regard to you being employed by Branze, was it?  
A. Yes sir.

By the Court. Q. In regard to what, what was he satisfied about?  
A. That I should work for Branze.

Q. Did he say so?  
A. Yes sir.

Mr. Davis: No questions.

CHARLES DERASICOT, sworn and examined.

By Counsel. Q. What is your business?  
A. Agent.

Q. Are you at present employed in any Company?

A. No, I was employed by Branze.

Q. Were you at any time employed by this defendant, Herman Branze?  
A. Yes sir.

Q. As what were you employed?  
A. Well, sub-agent.

Q. Sub-agent for what?  
A. For a life insurance company.

Q. What company?  
A. The New York Life.

By Counsel. Q. Did you receive a salary from Branze?  
A. Yes sir.

Q. Do you know what position Branze held in that Company?  
A. General Agent.



Q. Were you at any time introduced to the Assistant Manager, Robert J. Mix, the son of James C. Mix? A. I was introduced to the father and son both.

Q. Do you recollect any conversation you had at the time you were introduced to Robert J. Mix, the Assistant Manager?

A. I do not know that I do.

Q. But you were introduced to both Mr. Mix and his son?

A. Yes sir.

By Mr. Davis. Q. You say he was a general agent? A. Yes sir.

Q. How do you know? A. Because I was told by the president, Mr. Mix.

Q. Look at that agreement, defendant's exhibit, does that agreement say he is a General Agent?

Objected to. Objection sustained.

HERMAN BRANZE, sworn and examined.

By Counsel. Q. How old are you? A. Twenty-eight.

Q. And are you a married man? A. Yes sir.

Q. How many children have you? A. One.

Q. Were you at any time confined in the Penitentiary at Kings County? A. I have.

Q. Were you ever convicted after that? A. Never.

Q. Was that the only conviction secured against you?

A. Yes sir.

Q. Were you again arrested? A. I have.

Q. At whose suggestion? A. At Mr. Mix.

Q. For a similar offence which you are now tried on?

A. For a similar which I am tried at present for.

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By the Court Q. In these courts?

A. Last year before Judge

Cowing, I was arrested almost on the same charge, I was discharged.

By Counsel. Q. You were discharged?

A. Yes sir.

Q. Do you know the reasons why you were discharged?

A. I do.

Q. Why were you at that time discharged?

Objected to as the record will show that.

Objection sustained.

Q. Were you discharged upon the ground that you were employed as a General Agent of that Company?

Objected to. Objection sustained. Exception.

The Court: You may have the record if you want to, I will send for it for you.

Counsel: I do not wish the record.

Q. How long were you in the employ of the New York Life Insurance Company?

A. About two years.

Q. And during that time you have handled thousands of dollars of that Company, have you not?

A. I have.

Q. You collected premiums amounting to upwards of thousands of dollars?

A. Yes sir, upwards of a hundred thousand dollars.

Q. Do you know Mrs. Kraus-Boelte?

A. I do.

Q. You secured a policy of life insurance for her?

A. I have

Q. How many? A. Three.

Q. You paid the premiums on those three amounting to \$2424.00?

A. I paid into the Company when the premium was due \$2424.00.

Q. How long after Mrs. Kraus-Boelte paid you the first sum of \$2424.00 did you pay it into the Company?

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A. About two or three weeks afterwards, something like that.

Q. That is the time the policy was issued, was it not?

A. That was the time when the policy was issued.

Q. And then the premium became due? A. Yes sir.

Q. You had the money in your possession you say about two or three weeks? A. About that.

Q. Now come down to the day, the 15th of March, Mr. Branze, when you called upon Mrs. Kraus and asked her if she wanted to pay the second premium of \$3424.00, just state to the Jury the whole conversation that she had with her at that time?

A. On the 15th day of March --- previous to that there was a medal offered from Mr. Mix to the man that collects the most money and writes the most business, in fact there was previous, on the 3rd of December also a prize given to the agent, which I have won and won before that, what they call the Tortine class. I went to Mrs. Kraus and told her that the premium is not due until 1893 and she need not pay the premium if they did not choose to do so, but if she wishes to pay her premium I will give her a reduction out of my own pocket of ten percent. Mrs. Kraus consented to do it; the premium was not due then until 1893 and I had a right to keep the premium or pay it in just as I chose to the Company either before it was due or after or when it became due.

When I went down there to the office I think it was somewhere around April I was arrested; that is all I know about it.

Q. Have you related all the conversation had between you and Mrs. Kraus at the time she paid you the money?

A. Yes sir.

Q Did Mrs. Kraus offer to make the payment of that \$2424.00 in check? A No sir.

Q. Did she give it to you in cash? A She gave it to me in cash.

Q. Did you have any conversation as to the amount of discount which she was to be allowed? A. I did.

Q. What did you tell her the discount would be?

A. I told her the discount would be ten percent out of my own pocket.

Q. Did you make a calculation in front of Mr. and Mrs. Kraus?

A. I did.

Q. And did she make any calculations? A. She did.

Q. Did her calculations agree with yours? A. They did.

Q. And how much money did you allow her? A I allowed her ten percent which amounted to \$243.40, something like that.

Q. She paid \$2171.60? A. She did.

Q. Were you a General Agent at that time of that Company?

A. I was at that time.

Q. And had you the right to employ sub-agents to work for you?

A. I had.

Q. And to pay them a salary? A. I had.

Q. Did you ever employ any men as sub-agents of that Company?

A. I did.

Q. Under you? A. Under me.

Q. How many? A. O, about half a dozen.

Q. Can you name any? A. Yes sir.

Q. Name some? A. Mr. Fox, Mr. DeRasicot, Mr. Rothschild, Mr. Whitman, Mr. Markowitz and one or two more.

Q. Their salaries were always paid by you? A. Their salaries were paid when I saw fit to pay them; I had the

power. Some people are net worth more than ten dollars and some people were worth fifty or a hundred dollars, according to the business they did; there was no salary; all that money was paid in advance.

Q. Did you have an account with that Company? A. I did, and so has every other agent.

The Court: I will strike the latter part of that answer out.

"I did", is the answer.

By Counsel. Q. You had a credit account with that Company?

A. I did.

Q. From time to time while you were employed as General Agent of that Company did you advance monies and deliver vouchers

for the amount so advanced? A. I did.

By the Court.

Q. That is, you received from time to time money and gave vouchers for the advance? A. Yes sir.

By Counsel. Q. What was the largest voucher after the advance that you ever gave to the New York Life Insurance Company?

A. About twelve hundred dollars, that is the total.

Q. That was the most money advanced to you at any time?

A. That is the most money I ever advanced myself.

By the Court. Q. You were asked what was advanced to you by the Company, confine yourself to that, what is the largest

amount ever advanced to you? A. Twelve hundred dollars.

By Counsel. Q. Were your earnings at the time the amount of twelve hundred dollars was advanced to you in excess or in decrease of the amount so advanced?

Objected to. Overruled.

A. It was in excess.

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Q. And you were in debt to the company at all times, were you not, while you were in their employ? A Not at all times, sometimes, and very often the Company was in debt to me, and sometimes I was in debt to the Company.

Q. Were you ever discharged by the New York Life Insurance Co.

A. Never.

Q. Did you ever receive a letter from Mr. Mix, Manager of that Company, in which he stated that you were discharged?

A. I never did.

Q. As a General Agent of the New York Life Insurance Company had you the power to go and collect second premiums on policies which were not due?

Objected to on the ground that the defendant has put that agreement existing between himself and the New York Life Insurance Company in evidence. That is a document which defines his power and the Counsel is asking the witness to explain his power. Objection sustained.

Exception.

Q State what your duties were as a General Agent of the New York Life Insurance Company and what your powers were.

Objected to.

The Court: His duties I will let him state.

Witness: My duties as a General Agent were to employ men and also for myself to solicit applications and to collect all monies in advance or when they became due. Very often a policy has been made out payable for three months, six months or a year, and by delivering the policy I could also collect for another year, or in fact for as many more years as the agent or general agent could possibly receive from the policy holder, and the agent had no right ----- Objection to.

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Q. Tell what happened, what were your duties?

A. The same as I said before, my duties were then to submit to the Company once a month and ask them for a statement of how my account stood.

Q. When you use the word "Company" you mean Mr. Mix?

A. Yes, Mr. Mix, I had nothing to do at the head office except Mr. Mix.

Q. Go on?

A. And if I overdrew my account ----

Q. What were your duties?

A. And if there was any

money that I overdrew. I had the right to ----

Objected to.

Q. Was that part of your duties?

A. Yes sir.

Q. Go on?

A. And if there was any money which I overdrew I simply gave Mr. Mix a voucher for the same amount what was due.

By Counsel. Q. Had you the right to collect second year premiums?

Objected to. A. I had.

Mr. Davis: I move to strike it out.

The Court: I will strike it out.

By Counsel. Q. Have you stated in detail all your duties as a General Agent of that Company?

A. As far as I recollect

Q. Do you recollect anything else?

A. If I were to explain everything it would take me almost a day.

By the Court. Q. Have you generally stated the duties of a General Agent?

A. I have stated the general duties of a General Agent.

By Counsel. Q. Had you as a General Agent of that Company the power to collect first premiums?

Objected to on the ground that the legal relationship existing between this defendant and this Company is set

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forth in the agreement.

Objection sustained.

Q. Go on and tell us what your duties were as a General Agent?

A. My duties ----- I had the right, in fact every agent has the right to collect all monies -----

Objected to.

Q. What were your duties as a General Agent.

By the Court. Q. Have you already answered?

A. There is a question which I can state more if it is necessary. I have the power to collect all monies ---

Objected to.

Q. All monies in advance as they become due?

A. As they become due.

By Counsel. Q. At the time you collected the money from Mrs. Kraus were you at liberty to pay that money directly or when it became due?

Objected to. Objection sustained. Exception.

Q. What were you to do with the money you collected from Mrs. Kraus, the \$2400, the second advance premium?

A. I had the right to pay it in, I was to pay it into the Company.

Q. With any qualification?

A. Either when it was

due or before.

Q. You have heard Mr. Mix, the manager of the Company swear that you were only a canvasser and not a General Agent with power to employ sub-agents, is that true or false?

A. I had the power to employ as many sub-agents as I felt like doing.

Q. You did?

A. Yes sir.

Q. When Mr. Mix, the assistant manager, and Mr. Mix, the manager



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of this Company, come into Court and swear that you did not have those powers, are they telling the truth?

Objected to.      Objection sustained.

Q. When Mr. Robert J. Mix, the assistant manager comes into Court and swears that you had no power to authorize or employ sub-agents of that Company, is his statement true or false?

Objected to.      Objection sustained.      Exception.

Q. When Mr. Robert J. Mix comes into Court and swears that you had no right as a General Agent of that Company to employ other agents, is he mistaken?

Objected to.      Objection sustained.      Exception.

Q. On the 15th day of March, 1892, at the time you collected the \$2424.00 from Mrs. Kraus, were you a General Agent with all the powers conferred upon you by the New York Life Insurance Company?      A. I was.

**CROSS EXAMINED.**

By Mr. Davis. Q. How much time did you spend in the Kings County Penitentiary?      A. Two years and one month.

Q. How much time did you lose for bad conduct in prison from your commutation?

Objected to on the ground that the record is already in evidence and has been answered by the people's witnesses and that the defendant is not bound to prove anything in relation to the prior conviction.      Objection overruled.

Exception.

A. One month; there was no bad conduct entered, they simply took a month off, there was no bad conduct that I know of.

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Q Do you mean to say that you did not lose time?

A. I lost a month.

Q. For bad conduct in prison?  
it was.

A. I don't know what

Q. Did not you hear the testimony of the Keeper here who produced the record?

A. I did.

Q. Where he stated that time was taken off from your term because of bad conduct?  
there was something spoiled. the work.

A. There was no bad conduct

Q. Did you hear him state that time was taken from your commutation?

A. I heard him state that. Yes.

Q. You were arrested on the complaint of Mr. Mix you said some time ago and were discharged before Judge Cowing?

A. Yes sir.

Q. What were you charged with then, Branze?

A. The same offence.

Q. Stealing how much?

A. Not stealing.

Q. What was it?

A. It was taking money in advance for which I signed a voucher after.

Q. If you take money and appropriate it that is stealing?

A. I collected money in advance, I was charged with larceny.

Q. In what degree?

A. In the second degree.

Q. How much money was alleged to have been taken?

Objected to on the ground that the record is in Court.

Objection overruled.

Exception.

A. There was \$347.00 which I drew in advance.

Q. And where were you at the time of your arrest?

A. I was in New York.

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Q. You wrote a letter to Mr. Mix, didn't you, at the time?

A. I did not that I remember of.

Q. When was it that you were discharged?

A. Last year.

Q. What month?

A. I think July.

Q. And did you write that letter to Mr. Mix? (Showing letter)

A. Yes sir.

Q. And he withdrew the complaint, didn't he, against you?

A. No sir, he did not.

Q. Were you tried?

A. I was.

Q. Did the Jury render a verdict?

A. The Judge told

the Jury not to render a verdict.

Q. The Judge told the Jury to discharge you?

A. To discharge me.

Q. Is that the only time that you were in trouble?

A. That is all.

Q. That makes three arrests altogether and one conviction?

A. One conviction.

Q. Your Counsel asked you sometime ago what you had done with the money that you got from Mrs. Boelte on the advance of the second year premium?

A. Yes.

Q. Now I ask you what did you do with it?

Objected to. Objection overruled. Exception.

A. Well some of it I let, the most part of it was my own money; I lost \$2800.00 about a week afterward out of my own pocket.

Q. You lost it?

A. Indid.

Q. How did you lose it?

A. I cannot tell how I lost it.

Q. Out of your pocket?

A. Out of my pocket.

Q. By accident?

A. It must have been .

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POOR QUALITY  
ORIGINAL

- Q. Just dropped it out of your pocket? A. I dropped it out of my pocket, \$2800.00.
- Q. In the street? A. No, when I came home from the boat.
- Q. That was the month of March? A. Yes sir, it was in the month of March.
- Q. You lost it in the month of March? A. Yes sir.
- By Mr. Davis. Q. Any horse racing during that month?
- A. Yes sir.
- Q. Did you attend any of them? A. Yes sir.
- Q. How many horse races did you attend during that month?
- A. Almost every day.
- Q. Where? A. Wherever the races were running.
- Q. Tell me some of the places? A. Guttenberg.
- Q. How many times did you go to Guttenberg during the month of March?
- A. O, most every day up to the last day.
- Q. During the month of April? A. I did not.
- W. None at all during April? A. No sir.
- Q. During the month of February? A. I did.
- Q. How often? A. Whenever I could find spare time to go over.
- Q. How often do you think you went in February?
- A. I could not tell how often.
- By the Court. Q. About? A. About ten or fifteen times, something like that.
- By Mr. Davis. Q. And during the month of January? A. I did.
- Q. And before that. most every month you go I suppose?
- A. I did; I was making books there while I was in the employ of the New York Life, Mr. Mix knew all about it.
- Q. Book making on races? A. Yes sir.

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POOR QUALITY  
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Q. Does it require the use of money to make books on races?

A. Objected to upon the ground that it is calling for a conclusion. Objection overruled. Exception.

Q. Does it require any capital to make a book?

A. About five hundred dollars, according to the tracks.

Q. According to the tracks? A. Yes sir.

Q. At Gutterberg how much did it require? A. About five hundred dollars.

Q. I suppose you put that five hundred dollars up to risk, don't you?

The form of the question objected to. Objection overruled. Exception.

Q. That money or capital is put up at risk, is it not?

A. Yes sir.

Q. With the possibility of losing it all?

A. The possibility of losing it all.

Q. Did you ever lose as a book-maker? A. I did, I have lost and I have won.

Q. How much money did you lose during March?

A. A. I did not lose any during March.

Q. None at all? A. None at all.

Q. February how much did you lose? A. I cannot tell.

Counsel: I object because it is not relevant, it is previous to the time of the alleged larceny in this case.

Objection overruled. Exception.

By the court. Q. Don't know how much in February?

A. I could not tell exactly.

Q. About how much?

A. I might have lost during February four or five hundred dollars or more.

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POOR QUALITY  
ORIGINAL

By Mr. Davis. Q. You have lost more money out of your pocket by dropping it out of your pocket than you did at the races?

A. I did not count what I lost at the races, I have been going to the races ten years.

Q. When did you lose this money belonging to Mrs. Boelte which you collected from her?

A. About the last day when I left the Guttenberg race track.

Q. What day was that?

A. I think it was the 25th of March, something like that.

Q. The 25th of March?

A. Yes sir.

Q. You kept it then from the 15th to the 25th of March and then that was the last day you were at Guttenberg and you lost all this money out of your pocket?

A. I did,

Q. Not on the races?

A. It might have been stolen, I do not know.

By the Court. Q. Where were you when you lost it?

A. I was in the boat when I had it with me--- when I came off the boat, I did not have it coming home from Guttenberg.

Q. You missed it while you were on the boat, is that it?

A. Yes, after I left the boat.

Q. After you got to New York?

A. After I got off the boat. When I was on the boat I am positive I had it and when I left the boat I did not have it.

By Mr. Davis. Q. Try and think if you did not lose it on the races?

A. I did not, because I was at that month.

Q. You are sure you did not lose it on the races?

A. I am sure, I can produce witness to that effect, the sheets.

- Q. When did you go to Canada? A. About somewheres around April or the latter end or March, something like that, about the 30th of March I think I went.
- Q. Why did you go to Canada? A. Because there was book-making there, races there, I have been there five or six times.
- Q. Notwithstanding your loss of \$2800.00 then you were able to go to Canada and make a book there? A. I did not make any book, I went there. there was book making there, I went there to visit my friends, I have been there half a dozen of times.
- Q. Simply to make a visit? A. Yes sir, I have been there the year previous. almost every year I go.
- Q. Where were you arrested the last time? A. Going up to the New York Life Insurance Company's office.
- Q. What date? A. Somewheres around April, I think the 15th or 16th, I aint positive.
- Q. You say you did not lose this money on book-making or horse racing of any kind? A. No sir, I did not.
- Q. You understand my question, don't you? A. I do.
- Q. Do you play cards at all? A. I do occasionally.
- Q. Gamble? A. I play cards occasionally.
- By the court. Q. Do you gamble? A. I do not gamble, I play poker for passtime, making a small limit, I do play cards.
- Q. For money? A. Yes sir, for money.
- Q. You draw the difference between playing for money and gambling? A. Yes sir.
- Q. You say you play for money and do not gamble? A. No sir, I do not gamble at cards.

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Q. You draw a distinction between the two?

A. I do not gamble for a living at cards.

By Mr. Davis. Q. I did not ask you if you gambled for a living?

A. That is what it means.

By the Court Q. You may interpret it so?

A. I play cards, yes.

By Mr. Davis. Q. Mrs. Boelte says that you first proposed to her the payment of this second years' premium?

A. I did.

Q. She asked you whether you had the right to do that and you said yes, you had the right to take it?

A. She asked me and I told her I had the right to collect all that.

Q. She has told the truth about it all. has she not?

A. Yes sir. I have also written a letter to Mr. Mix from Montreal -----

Mr Davis: That is all.

Counsel: That is the case for the defence.

#### REBUTTING EVIDENCE.

PATRICK DOLAN. sworn and examined.

By Mr. Davis. Q. Dolan, are you a detective sergeant attached to the Central office?

A. Yes sir.

Q. Did you arrest this defendant?

Objected to on the ground that it is not strictly in rebuttal.

Objection overruled. Exception.

Q. Did you have any conversation with him regarding the money which the people claimed he got from Mrs Boelte, the complainant in this case?

A. Yes sir.

Counsel: I object to it upon the ground that it is not strictly in rebuttal.

The Court: It might have been part of the main case and yet it may



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still be in answer to the statements made by the defendant.  
If I were to hold the rule strictly I might say it could  
have been so offered, but this witness had a conversation  
with the defendant and I am not going to shut it out.

Counsel: Give me the benefit of an exception.

By the court. Q. You had a conversation with the defendant about  
the money he received from the complainant?

A. Yes sir.

By Mr. Davis. Q. When was that?

A. The 27th of April.

By the court. Q. Where did it occur, on the street?

A. On the street going from Police Headquarters to  
the 57th Street Police Court.

By Mr. Davis. Q. Will you state what the conversation was regarding  
that money which he got from Mrs. Boyle, the second premi-  
um.

Counsel: Note my exception to that question.

Witness: I asked him what he done with that money.

By the Court. Q. <sup>you</sup> said, "what did you do with that money", is that  
it?

A. Yes sir, he told me he had lost it, he  
said he had lost it. I asked him how? He told me that  
he came from Guttenberg with \$2300.00 in his pocket.

Says I, "where did you have this money?" He says, "in my  
pantaloons pocket." Said I, "did anybody take it out of  
your pocket?" He said, "to my knowledge, no, not that I  
know of." I said, "where did you see it last?" He said a  
had it on the boat coming from Guttenberg to New York.

I asked him where he went after he got off the boat. He  
said he went home and after he came home he missed his money.

Q. Did you have any further conversation with him?

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A. Yes sir.

Q. State it?

A. I asked him where he had been during this time. He told me he had been to Montreal; I asked him where he stopped and he told me he stopped at the Windsor Hotel. We telegraphed on there, Inspector Byrnes telegraphed -----

Objected to.

By the court. Q. Is that all the conversation?

A. Yes sir;

we telegraphed on there; he told me to talk to Mrs. Kraus.

Q. Was this all the same interview?

A. Yes sir.

Q. What did he say, give us the words as near as you can?

A. "I want you to see Mrs. Kraus and ask her to withdraw the complaint and I will make that money good in three months." That is about all.

By Mr. Davis Q. Have you told all now?

A. Yes sir.

Counsel: Not a question.

Mr. Davis That is the case.

Counsel: That is the case for the Defendant.

The Court: Both sides rest.

The Jury rendered a verdict of guilty.

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POOR QUALITY  
ORIGINAL

Testimony in the  
case of  
Bernard Branze

filed May 1892

400 Va

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POOR QUALITY  
ORIGINAL

Testimony in the  
case of  
Bernard Branze

filed May 1892

400 U.S.

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POOR QUALITY  
ORIGINAL

C O U R T   o f   S E S S I O N S .  
of the County of Kings .

The People of the State of New York  
against  
HERMAN BRINDZE .

The Grand Jury of the County of Kings, by this indictment accuse H E R M A N   B R I N D Z E of the crime of presenting a false and fraudulent claim for the payment of a loss upon a contract of Insurance-committed as follows:

The said Herman Brindze, late of the City of Brooklyn, and County of Kings, with force and arms, at the City and County aforesaid, heretofore, to wit: -on or about the Eleventh day of August, in the year of our Lord, one thousand eight hundred and eighty four, being then and there the owner of certain goods, chattels, personal property and effects said goods, chattels, personal property and effects, being then and there kept, located and stored in the dwelling house of him the said Herman Brindze, known as Number Three Hundred and Thirty Wyckoff Street, in said City of Brooklyn, and County of Kings, negotiated with and obtained from the German American Insurance Company, a corporation duly created, incorporated and doing business in said City and County, under and by virtue of the Laws of the State of New York, and from one Edward Merritt he, the said Edward Merritt then and there being and acting

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(2) as Agent, Manager and servant of the said corporation, a certain policy and contract of insurance against loss or damage by or on account of fire on said goods, chattels personal property and effects of him, the said Herman Brindze, so kept as aforesaid, in said dwelling house.

The said goods, chattels, personal property and effects so insured as aforesaid included among other things, the following described articles, to wit:-

One Cloth Dress,  
One Camels Hair Dress,  
One Over-Coat,  
One Satin Dress,  
One Jersey,  
One Silk Dress,  
One Ottoman,  
Two Babies Cloaks,  
Three Shawls,  
One Shoulder Cape,  
One Sacque,  
One Bonnet,  
Two Hats,  
One Muff, and Collar,  
Two Ostrich Feathers,  
and Two Black Sashes.

That said Policy and Contract of Insurance was then and there a contract of insurance between the said German American Insurance

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ORIGINAL

( 3 )

Company and said Herman Brindze and issued and given to said Herman Brindze by the said German American Insurance Company and by the said Edward Merritt (he the said Edward Merritt then and there being and acted as such Agent, Manager and servant of said German American Insurance Company) for and in consideration of the sum of two dollars, and said policy and contract of Insurance by its terms did then and there insure him the said Herman Brindze to the amount of one thousand and dollars, on household furniture, useful and ornamental beds, bedding, linen, wearing apparel, watches and jewelry in use plate, plated ware, china, crockery and glass ware, printed books, fuel and family stoves, pictures, paintings, engravings, and their frames (value in case of loss not exceeding cost) carpets, piano and sewing machine, all contained in the dwelling house aforesaid against all such immediate loss or damage sustained by the said Herman Brindze, as might occur by fire to the property above specified for the term of one year from the eleventh day of August, One thousand Eight hundred and Eighty-four, subject to certain terms and conditions, then and there specified and set forth in said policy and contract of Insurance. That the said Herman Brindze, well knowing the premises as aforesaid being then and there so insured as aforesaid did thereafter, to wit; at the City and County aforesaid on or about the second day of September in the year of our Lord, one thousand eight-hundred and eighty-four, unlawfully, wilfully, knowingly, fraudulently and feloniously present to said German American Insurance Company, and to said Edward Merritt

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ORIGINAL**

( 4 )

as such Agent, Manager and Servant of said German American Insurance Company a certain false and fraudulent claim for the payment of a loss by fire, upon said policy and contract of insurance against said German American Insurance Company whereby and wherein it was pretended and claimed by him the said Herman Brindze, that a fire had accidentally occurred at said premises and dwelling house known as Number Three Hundred and Thirty Wyckoff Street in said City and County on the twenty-eight day of August in the year One thousand , Eight hundred and Eighty-four, whereby and by reason of which he, the said Herman Brindze had sustained loss, to the extent and in the sum of three hundred and thirty dollars on certain of said goods, chattels, personal property, and effects then and there contained in said dwelling house and then and there covered by and included in said contract and policy of insurance as aforesaid, that is to say. One cloth dress, One Camels Hair dress, One Over coat, One satin dress, One Jersey, One silk dress, One Ottoman. Two Babies cloaks, Three shawls, One shoulder cape, One sacque, One Bonnet, Two hats, One muff and collar. Two Ostrich Feathers. Two black sashes.

Whereas in truth and in fact no fire had accidentally or otherwise occurred at or in said dwelling house of said Herman Brindze, on the said twenty-eight day of August in the year last aforesaid or at any other time.

And whereas in truth and in fact the said Herman Brindze had not sustained loss to the extent or in the sum of three hundred and thirty dollars, or in any sum whatever



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ORIGINAL**

( 4 )

by reason of such fire, or any fire whatever or by any reason whatever, and

Whereas, in truth and in fact the said claim so presented by him the said Herman Brindze, to the said German American Insurance Company and to the said Edward Merritt, acting as such Agent, Manager, and servant of the said German American Insurance ~~Company~~

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POOR QUALITY  
ORIGINAL

Company as hereinbefore set forth, was and is in all respects utterly false, fraudulent and untrue ~~and~~ in every respect, and Whereas in truth and in fact the said Herman Brindze at the time he so presented such false and fraudulent claim to said Edward Merritt as such Agent, Manager and servant as aforesaid, well knew the same to be false and fraudulent in every respect.

And the Grand Jury aforesaid, upon their oath aforesaid, do further say that the said false and fraudulent claim was on the day and year aforesaid, at the City and County aforesaid, wilfully, unlawfully, knowingly, fraudulently and feloniously presented by him, the said Herman Brindze to the said Edward Merritt, as Agent, Manager and servant of the said German American Insurance Company, with the intent to injure and defraud the said German American Insurance Company., 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.

JAMES A. RIDGWAY,

District Attorney.

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ORIGINAL

1075.

WITNESSES.

Filed 26th day of March, 1886.

pleads Not Guilty.

A. B. Thorn.

Edward Merritt.

Mr. Viltse.

THE PEOPLE,

vs.

Herman Brindze.

Indictment for  
F E L O N Y.

JAMES W. RIDGWAY,

District Attorney.

A TRUE BILL.

O. M. Doolittle

Foreman.

Counsel, Foster L. Backus,

Tried the 7 & 8 day of April 1886

Verdict, Guilty, April 8th-86.

Sentence, 2 years & 6 mos Kings

Penitentiary, May 14th, 1886.

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POOR QUALITY  
ORIGINAL**This Agreement,**

made this 15<sup>th</sup> day of October  
in the year one thousand eight hundred and 91 between the NEW-YORK LIFE INSURANCE COMPANY, party  
of the first part, and Herman Brange of Brooklyn County of  
Kings State of N.Y., party of the second part, **Witnesseth**, that said  
parties, in consideration of the mutual covenants and agreements hereinafter mentioned, hereby mutually covenant and agree each with the  
other, as follows, to wit:

That said party of the first part doth hereby appoint said party of the second part as agent of said party of the first part, for the  
purpose of canvassing for applications to the NEW-YORK LIFE INSURANCE COMPANY for assurance on the lives of individuals, and of  
performing such other duties in connection therewith as may be required by said party of the first part, and that this appointment is made  
on the following terms and conditions:

1st. It is agreed that said party of the second part shall have no authority on behalf of said party of the first part to make, alter or  
discharge any contract, to waive forfeitures, to extend the time of payment of any premium, or to waive payment in cash, or to receive  
any money due or to become due to said party of the first part, except on applications obtained by or through him in exchange for  
conditional receipts to be furnished by said party of the first part, or on policies or renewal receipts sent to him for collection.

2d. It is agreed that said party of the second part shall act exclusively as agent for said party of the first part, and that said party of  
the second part shall submit to and abide by all rules and regulations provided by said party of the first part, and by said Company in its  
"Instructions to Agents," the receipt of a copy of which is hereby acknowledged.

3d. It is agreed that said party of the second part shall keep regular and accurate statements of all transactions for account of  
said party of the first part, and whenever required by said party of the first part, or its authorized agent, shall transmit to said party  
of the first part a report in detail, embracing every item of business done by or through him, and of all moneys collected or received  
by or through him, for said party of the first part.

4th. It is agreed that all books of account, documents, vouchers, and other books or papers connected with the business of said  
Agency, shall be the property of said party of the first part, whether paid for by said party of the first part or not, and at any and all  
times shall be open to said party of the first part or its representative, for the purpose of examination, and shall be turned over to  
said party of the first part or its representative on the order of said party of the first part, or on termination of said Agency.

5th. It is agreed that said party of the second part shall exercise proper care in the selection of applicants for assurance, and fix the  
date for their medical examinations within three days from the date of their applications, and that all applications for assurances taken by  
said party of the second part shall be delivered to said party of the first part, whether the same have been reported on favorably or unfavor-  
ably by the medical examiner.

6th. It is agreed that all moneys or securities received or collected by said party of the second part, for or on behalf of said party  
of the first part, shall be held by him as a fiduciary trust, and shall be used by him for no personal or other use whatever, but shall  
be by him immediately paid over to said party of the first part. And it is expressly stipulated and agreed between the parties hereto,  
that in case said party of the second part shall withhold any funds, policies or receipts, after such funds, policies or receipts should have  
been reported upon and transmitted by him as aforesaid, or if said party of the second part shall withhold any funds, policies or receipts  
after they have been demanded from him in writing by said party of the first part, such dereliction shall work a forfeiture to said  
party of the first part, unconditionally, of all claims whatsoever accrued or to accrue under this agreement to said party of the second  
part, but nothing herein shall be considered to affect any claims of said party of the first part on said party of the second part.

7th. It is agreed that the district within which said party of the second part shall have permission to operate, is-----

New York and Kings Counties N.Y.  
but said district is not assigned exclusively to him.

8th. It is agreed that said party of the second part shall be allowed, under this agreement, the following compensation only, unless  
otherwise expressly stipulated in writing, namely: a commission on the cash premiums, which shall, during his continuance as agent of  
said party of the first part, be obtained, collected, paid to and received by said party of the second part, on policies of insurance effected  
through said party of the first part by said party of the second part, the commissions to accrue only as the premiums are received by said  
party of the first part in cash, which commission shall be at and after the following rates: A single and only brokerage commission of  
20 per cent. upon the original (first year's or parts thereof) premiums of business secured and paid over on the  
Fifteen- and Twenty-Year Period of the Non-forfeiting Free Tontine Plan, Five- and Ten-Year Term, and Ten-Year Renewable Term  
Plan, if premium is paid Annually.

If premium is paid Semi-annually, 1st payment, 50 per cent.; 2d payment, 50 per cent.  
" " " " Quarterly, 1st payment, 50 per cent.; 2d payment, 50 per cent.; 3d and 4th pay-  
ments, 50 per cent. each.

" " " " Monthly, as follows, namely:

1st Month, <u>45</u> per cent.	5th Month, <u>45</u> per cent.	9th Month, <u>45</u> per cent.
2d Month, <u>45</u> per cent.	6th Month, <u>45</u> per cent.	10th Month, <u>45</u> per cent.
3d Month, <u>45</u> per cent.	7th Month, <u>45</u> per cent.	11th Month, <u>45</u> per cent.
4th Month, <u>45</u> per cent.	8th Month, <u>45</u> per cent.	12th Month, <u>45</u> per cent.

Provided that if any monthly premium policy issued through said party of the second part shall lapse within one year from date  
of issue, said party of the second part shall within fifteen days thereafter substitute therefor a new policy of equal amount; that  
said party of the second part shall receive commissions as herein provided only on such premiums of the substituted policy as shall  
be paid within the unexpired portion of the first year from the date of issue of the original policy; and that any such commissions  
paid shall be adjusted pro rata as the premiums of the substituted policy may be greater or less than the premiums of the original  
policy,

Provided, also, that when premiums on policies of insurance, effected through said party of the first part by said party of the  
second part, are collected otherwise than by said party of the second part, two per cent. shall be deducted from the commission to be  
allowed on said premiums, as before stated, for expense of collection; that commissions on all classes of policies not named in the preceding  
schedule shall be determined by said party of the first part; that when policies that have been issued are changed, and an allowance  
made on the old policy, which is applied to the payment of the new, no commission shall be allowed on the amount thus transferred from  
the old to the new policy, and that, in all cases, the assurant is not over sixty years of age.

9th. It is agreed that in every week of the continuance of this agreement in which said party of the second part shall secure applica-  
tions for placed assurance for not less than-----thousand dollars on the Ordinary Life Plan, or for not less than-----thousand dollars on the  
Renewable Term Plan, said party of the second part shall be entitled to and shall receive, on written request therefor, the sum of  
-----dollars per week, as an advance and loan on account of all commissions and other compensation accruing  
under this agreement; all premiums to be reported and paid over to said party of the first part free from any commissions or charges  
whatever during the time such advances and loans may be made and until said party of the first part shall be fully reimbursed for the same.  
Said party of the second part has, however, the privilege at any time during the continuance of this agreement of refunding such advances  
and loans as said party of the first part may have made to him, and of receiving the commissions accrued and to accrue hereunder.

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POOR QUALITY  
ORIGINAL**This Agreement,**

made this 15<sup>th</sup> day of October  
in the year one thousand eight hundred and 91 between the NEW-YORK LIFE INSURANCE COMPANY, party  
of the first part, and Herman Brange of Brooklyn County of  
Kings State of N.Y., party of the second part, **Witnesseth**, that said  
parties, in consideration of the mutual covenants and agreements hereinafter mentioned, hereby mutually covenant and agree each with the  
other, as follows, to wit:

That said party of the first part doth hereby appoint said party of the second part as agent of said party of the first part, for the  
purpose of canvassing for applications to the NEW-YORK LIFE INSURANCE COMPANY for assurance on the lives of individuals, and of  
performing such other duties in connection therewith as may be required by said party of the first part, and that this appointment is made  
on the following terms and conditions:

1st. It is agreed that said party of the second part shall have no authority on behalf of said party of the first part to make, alter or  
discharge any contract, to waive forfeitures, to extend the time of payment of any premium, or to waive payment in cash, or to receive  
any money due or to become due to said party of the first part, except on applications obtained by or through him in exchange for  
conditional receipts to be furnished by said party of the first part, or on policies or renewal receipts sent to him for collection.

2d. It is agreed that said party of the second part shall act exclusively as agent for said party of the first part, and that said party of  
the second part shall submit to and abide by all rules and regulations provided by said party of the first part, and by said Company in its  
"Instructions to Agents," the receipt of a copy of which is hereby acknowledged.

3d. It is agreed that said party of the second part shall keep regular and accurate statements of all transactions for account of  
said party of the first part, and whenever required by said party of the first part, or its authorized agent, shall transmit to said party  
of the first part a report in detail, embracing every item of business done by or through him, and of all moneys collected or received  
by or through him, for said party of the first part.

4th. It is agreed that all books of account, documents, vouchers, and other books or papers connected with the business of said  
Agency, shall be the property of said party of the first part, whether paid for by said party of the first part or not, and at any and all  
times shall be open to said party of the first part or its representative, for the purpose of examination, and shall be turned over to  
said party of the first part or its representative on the order of said party of the first part, or on termination of said Agency.

5th. It is agreed that said party of the second part shall exercise proper care in the selection of applicants for assurance, and fix the  
date for their medical examinations within three days from the date of their applications, and that all applications for assurances taken by  
said party of the second part shall be delivered to said party of the first part, whether the same have been reported on favorably or unfavor-  
ably by the medical examiner.

6th. It is agreed that all moneys or securities received or collected by said party of the second part, for or on behalf of said party  
of the first part, shall be held by him as a fiduciary trust, and shall be used by him for no personal or other use whatever, but shall  
be by him immediately paid over to said party of the first part. And it is expressly stipulated and agreed between the parties hereto,  
that in case said party of the second part shall withhold any funds, policies or receipts, after such funds, policies or receipts should have  
been reported upon and transmitted by him as aforesaid, or if said party of the second part shall withhold any funds, policies or receipts  
after they have been demanded from him in writing by said party of the first part, such dereliction shall work a forfeiture to said  
party of the first part, unconditionally, of all claims whatsoever accrued or to accrue under this agreement to said party of the second  
part, but nothing herein shall be considered to affect any claims of said party of the first part on said party of the second part.

7th. It is agreed that the district within which said party of the second part shall have permission to operate, is.....

New York and Kings Counties N.Y.

but said district is not assigned exclusively to him.

8th. It is agreed that said party of the second part shall be allowed, under this agreement, the following compensation only, unless  
otherwise expressly stipulated in writing, namely: a commission on the cash premiums, which shall, during his continuance as agent of  
said party of the first part, be obtained, collected, paid to and received by said party of the second part, on policies of insurance effected  
through said party of the first part by said party of the second part, the commissions to accrue only as the premiums are received by said  
party of the first part in cash, which commission shall be at and after the following rates: A single and only brokerage commission of  
50 per cent. upon the original (first year's or parts thereof) premiums of business secured and paid over on the  
Fifteen- and Twenty-Year Period of the Non-forfeiting Free Tontine Plan, Five- and Ten-Year Term, and Ten-Year Renewable Term  
Plan, if premium is paid Annually.

If premium is paid Semi-annually, 1st payment, 50 per cent.; 2d payment, 50 per cent.

" " " " Quarterly, 1st payment, 50 per cent.; 2d payment, 50 per cent.; 3d and 4th pay-  
ments, 50 per cent. each.

" " " " Monthly, as follows, namely:

1st Month, <u>45</u> per cent.	5th Month, <u>45</u> per cent.	9th Month, <u>45</u> per cent.
2d Month, <u>45</u> per cent.	6th Month, <u>45</u> per cent.	10th Month, <u>45</u> per cent.
3d Month, <u>45</u> per cent.	7th Month, <u>45</u> per cent.	11th Month, <u>45</u> per cent.
4th Month, <u>45</u> per cent.	8th Month, <u>45</u> per cent.	12th Month, <u>45</u> per cent.

Provided that if any monthly premium policy issued through said party of the second part shall lapse within one year from date  
of issue, said party of the second part shall within fifteen days thereafter substitute therefor a new policy of equal amount; that  
said party of the second part shall receive commissions as herein provided only on such premiums of the substituted policy as shall  
be paid within the unexpired portion of the first year from the date of issue of the original policy; and that any such commissions  
paid shall be adjusted pro rata as the premiums of the substituted policy may be greater or less than the premiums of the original  
policy,

Provided, also, that when premiums on policies of insurance, effected through said party of the first part by said party of the  
second part, are collected otherwise than by said party of the second part, two per cent. shall be deducted from the commission to be  
allowed on said premiums, as before stated, for expense of collection; that commissions on all classes of policies not named in the preceding  
schedule shall be determined by said party of the first part; that when policies that have been issued are changed, and an allowance  
made on the old policy, which is applied to the payment of the new, no commission shall be allowed on the amount thus transferred from  
the old to the new policy, and that, in all cases, the assurant is not over sixty years of age.

9th. It is agreed that in every week of the continuance of this agreement in which said party of the second part shall secure applica-  
tions for placed assurance for not less than.....thousand dollars on Endowment and Limited-Payment Life Plans, or for not  
less than.....thousand dollars on the Ordinary Life Plan, or for not less than.....thousand dollars on the  
Renewable Term Plan, said party of the second part shall be entitled to and shall receive, on written request therefor, the sum of  
.....dollars per week, as an advance and loan on account of all commissions and other compensation accruing  
under this agreement; all premiums to be reported and paid over to said party of the first part free from any commissions or charges  
whatever during the time such advances and loans may be made and until said party of the first part shall be fully reimbursed for the same.  
Said party of the second part has, however, the privilege at any time during the continuance of this agreement of refunding such advances  
and loans as said party of the first part may have made to him, and of receiving the commissions accrued and to accrue hereunder.

1100

POOR QUALITY  
ORIGINAL

10th. It is agreed that said party of the second part shall not, under any circumstances, endeavor to prevent a person from insuring through any other agent of said party of the first part, by offering such person the commission, or any part thereof; that said party of the second part, by any violation of this clause of this agreement, shall forfeit to said party of the first part double the amount of commissions that would otherwise have been payable on the risk so secured, and that any question of violation shall be referred to the President of the NEW-YORK LIFE INSURANCE COMPANY, whose decision shall be final.

11th. It is agreed that said party of the first part may offset against any claims under this agreement any debt or debts due by said party of the second part to said party of the first part.

12th. It is agreed that no charge shall be made by said party of the second part for any extra services, unless such service has been ordered in writing by said party of the first part and compensation agreed upon.

13th. It is agreed that said party of the second part shall report either in person or by letter at the office of said party of the first part at 153 Madison Square - N.Y. at least once each day, Sundays and legal holidays excepted.

14th. It is agreed that the ledger account of said party of the first part shall be competent and conclusive evidence of the state of the accounts between the parties hereto. Said party of the first part agrees to furnish to said party of the second part a copy of said account (not oftener, however, than once a month), upon receipt of written request to that effect from said party of the second part, due allowance to be made for clerical delays.

15th. It is agreed that said party of the second part shall keep deposited with said party of the first part a satisfactory bond for the faithful performance of all duties pertaining to his agency, and that said bond shall hold good under this or any future contract.

16th. It is agreed that the provisions of this agreement shall be treated and held as strictly confidential between the parties hereto, and any disclosure of its terms shall be sufficient cause for its annulment and termination without notice, and shall also be a full waiver and relinquishment of all rights and benefits accrued, or accruing, under the terms hereof, anything herein contained to the contrary notwithstanding, ~~and that any and all previous agreements, are hereby cancelled and annulled.~~

17th. It is agreed that either party hereto may terminate this agreement by giving to the other ten days' notice in writing to that effect, either personally or by mail, unless otherwise terminated by its own conditions.

18th. It is agreed that this agreement shall go into force on the 15th day of

October, 1891

Addendum to Article 8

ON THE ORIGINAL CASH PREMIUMS, FOR THE FIRST YEAR OF ASSURANCE ONLY.				NON-FORFEITING LIMITED-TONTINE.		FREE TONTINE.		5-YEAR DIVIDEND.
				15-Year Period.	20-Year Period.	15-Year Period.	20-Year Period.	
A.	Whole Life, more than 20 Annual Premiums.			55	60	62	65	
A.	" " 20 " "			55	60	60	65	
A.	" " 15 " "			50	50	55	55	
B.	" " 10 " "			40		45		
C.	Endowments, 20 " "			55	60	60	65	
D.	" 15 " "			50		50		
E.	" 10 " "	25		1				
F.	" Limited, 20 years					60	65	
G.	" " 15 " "					55		
H.	" " 10 " "	40				1		
I.	<u>Life Bonds</u>					55	65	
J.								
K.								

No. 83-3. Ed. Jan. '89.

19th. It is agreed that this contract shall remain in force only during such time, as party of second part shall remain under the supervision of, and report to, Henry Reynolds, General Agent for the New York Life Insurance Company.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 23rd day of

February, 1892.

NEW-YORK LIFE INSURANCE COMPANY,

Countersigned:

By

President.

John C. Miller

Norman Brauer

Wm. J. ...

This Agreement issued in triplicate.

Conrad ...

1101

**POOR QUALITY  
ORIGINAL**

10th. It is agreed that said party of the second part shall not, under any circumstances, endeavor to prevent a person from insuring through any other agent of said party of the first part, by offering such person the commission, or any part thereof; that said party of the second part, by any violation of this clause of this agreement, shall forfeit to said party of the first part double the amount of commissions that would otherwise have been payable on the risk so secured, and that any question of violation shall be referred to the President of the NEW-YORK LIFE INSURANCE COMPANY, whose decision shall be final.

11th. It is agreed that said party of the first part may offset against any claims under this agreement any debt or debts due by said party of the second part to said party of the first part.

12th. It is agreed that no charge shall be made by said party of the second part for any extra services, unless such service has been ordered in writing by said party of the first part and compensation agreed upon.

13th. It is agreed that said party of the second part shall report either in person or by letter at the office of said party of the first part at 153 Madison Square - N.Y. at least once each day, Sundays and legal holidays excepted.

14th. It is agreed that the ledger account of said party of the first part shall be competent and conclusive evidence of the state of the accounts between the parties hereto. Said party of the first part agrees to furnish to said party of the second part a copy of said account (not oftener, however, than once a month), upon receipt of written request to that effect from said party of the second part, due allowance to be made for clerical delays.

15th. It is agreed that said party of the second part shall keep deposited with said party of the first part a satisfactory bond for the faithful performance of all duties pertaining to his agency, and that said bond shall hold good under this or any future contract.

16th. It is agreed that the provisions of this agreement shall be treated and held as strictly confidential between the parties hereto, and any disclosure of its terms shall be sufficient cause for its annulment and termination without notice, and shall also be a full waiver and relinquishment of all rights and benefits accrued, or accruing, under the terms hereof, anything herein contained to the contrary notwithstanding, and that any and all previous agreements, are hereby cancelled and annulled.

17th. It is agreed that either party hereto may terminate this agreement by giving to the other ten days' notice in writing to that effect, either personally or by mail, unless otherwise terminated by its own conditions.

18th. It is agreed that this agreement shall go into force on the 15th day of

October, 1891

Addendum to Article 8

ON THE ORIGINAL CASH PREMIUMS, FOR THE FIRST YEAR OF ASSURANCE ONLY.				NON-FORFEITING LIMITED-TONTINE.		FREE TONTINE.		5-YEAR DIVIDEND.
				15-Year Period.	20-Year Period.	15-Year Period.	20-Year Period.	
A.	Whole Life, more than 20 Annual Premiums.			55	60	62	65	
A.	" " 20 " "			55	60	62	65	
A.	" " 15 " "			50	50	55	55	
B.	" " 10 " "			40		45		
C.	Endowments, 20 " "			55	60	62	65	
D.	" 15 " "			50		50		
E.	" 10 " "			35				
F.	" Limited, 20 years					62	65	
G.	" " 15 " "					55		
H.	" " 10 " "							
I.	4% Dividend					55	65	
J.								
K.								

No. 83-3. Ed. Jan. '89.

19th. It is agreed that this contract shall remain in force only during such time, as party of second part shall remain under the supervision of, and report to, Henry Reynolds, General Agent for the New York Life Insurance Company.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 23rd day of

February, 1892.

NEW-YORK LIFE INSURANCE COMPANY,

Countersigned:

By

President.

This Agreement issued in triplicate.

1102

POOR QUALITY  
ORIGINAL

No. *Lat 1*

Agreement.

NEW-YORK LIFE  
INSURANCE CO.

WITH

*James Beane* Agent.

Residence *413 State St.*

Dated *October 10<sup>th</sup>* 1891



1103

POOR QUALITY  
ORIGINAL

Vernon M. Davis, Esq.,

Assistant District Attorney.

Dear Sir:-

I beg to call your attention to the following cases:

Marvin v. Universal Life, 85 N.Y. 278. ✓

Wilkins v. Mutual Reserve, 7 N.Y. Supp. 589. ✓ ; 54 Hun, 294. ✓

N.Y. Life v. Fletcher, 117 U.S. 519, see page 530. ✓

Chase v. Hamilton, 20 N.Y. 52. ✓

Walton v. Agricultural Ins. Co. 116 N.Y. 317. ✓

Yours very truly

*Frank M. Peltz*

June 17, 1892.

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

The People of the State  
of New York,  
against  
Herman Brown

City and County of New York.

John H. Indisay, Secretary, assistant  
attorney of the County of New York,  
being duly sworn says:

That upon the investigation before  
the Grand Jury which resulted in the  
finding of the indictment therein, legal  
evidence was introduced before the  
Grand Jury to establish the validity of all  
the releases therein alleged to have been  
made by the defendant to the witness  
Marie K. Buelke,

Done to before me this } John H. Indisay  
26<sup>th</sup> day of May, 1892 }  
James T. H. [unclear]  
Judge General Sessions

11051

POOR QUALITY  
ORIGINAL

refugees

George

N

George

advisor of the  
American 2nd  
the George O.  
mission for medical  
Nagardung minutes

certificates  
privately

Court of General Sessions

The People et al  
vs  
Herman Brange

City and County of New York ss

Hay Goldsmith being duly sworn  
deposes and says:

That he is the attorney for the above  
named defendant; that an inspection of the  
indictment herein shows that the only  
witnesses before the Grand Jury were  
Maria K Balte & Patrick Dolan; that prior  
to the finding of this indictment the defend-  
ant was arrested on complaint of Maria  
K Balte charging him with Grand Larceny.

From the fact that no name  
of any person from the New York Life Insurance  
Company appears on the back of said indict-  
ment, deponent verily believes that no  
legal evidence was before the Grand  
Jury to establish that fact.

Wherefore deponent desires to move  
for the dismissal of said indictment on  
the ground that there was no legal  
evidence before the Grand Jury warranting

this finding; and for the purpose of making  
said motion, deponent asks to have in-  
spection of the minutes of the Grand Jury  
in this case, or that a copy of said  
minutes be furnished him.

Sworn to before me  
this 28 day of May 1912,      May Goldblatt  
Joseph L. Giffen  
Notary Public  
N.Y.C.

General Sessions

People v.

Herman S. Orange

Applicant  
on motion to quash and return

May Goldblatt

att. by G. L. P.

43 Chambers St.  
N.Y.C.

1108

POOR QUALITY  
ORIGINAL

Court of General Sessions.  
CLERK'S OFFICE.

THE PEOPLE

vs.

Herman Brange

I desire to examine

the 2 Indictments

filed May 4-18-1892

sent to Mr. F. H. Hottel

in the above-entitled action.

Dated Dec 22 Requester 190

Name \_\_\_\_\_

Address \_\_\_\_\_

W. H.

Please ask for this Slip when you return  
the above papers.

Brooklyn May 27/92

Mr Davis.

Asst Dist-Atty.

Dear Sir

In reference to the case of The  
People agst Herman Brindge,

You can call upon John F. Clarke  
Asst Dist-Atty who prosecuted. and  
will be able to identify him,  
and you can call upon William  
Smith Keeper in the long term  
prison, Kings County Penitentiary  
to identify him as having served  
a term there.

Respectfully  
F. J. Kelt.

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

2024  
2171.60  
25-2.00

People vs Branzel.

1889

Witnesses

William Smith, Keeper in Long Term Prison  
King's County Penitentiary.  
to identify defendant Branzel.

Hon John F. Clarke, Asst Dist Atty King's  
County.

Clerk of Court of Sessions of Kings Co. to  
bring all original papers &  
also record in the case of  
Peo. vs Herman Bridge, convicted  
of felony of presenting false  
claim to Insurance Co. 14th May  
1886.

Maria Anna Borke. 205 Western Boulevard.

Officer Dolan C. O.

John B. Mix. 143 Union Sq.

Calvin Voorhis 143 Union Sq.

A. L. Taylor. 143 Union Sq.



**POOR QUALITY  
ORIGINAL**

*Witness.*

1112

POOR QUALITY  
ORIGINAL

**Grand Jury Room.**

For Mr. Lindsay:

PEOPLE

vs.

Branze.

This defendant was  
convicted in Blyn  
3 yrs ago & sentenced  
to 2 yrs 6 mos in  
Kings Co. Penitentiary.

Will Mr. Lindsay  
please draw 2nd  
offense indictment.  
Off Dolan of Prob  
Office will call to  
see Mr. Lindsay.

V. M. Davis

John - mechanical business  
but very successful of course  
what the thing is worth -

Arrested subsequently on complaint  
of M. L. C. for obtaining money  
under false pretenses & prior to the  
Kraus case. <sup>Was tried</sup> - ~~not~~  
Prosecuted by the Agent (Zabner) of NY

1114

POOR QUALITY  
ORIGINAL

## At a Court of Sessions.

held in and for the County of Kings, in the Court  
House in the City of Brooklyn, on the 14<sup>th</sup>  
day of May in the year of our Lord, one thousand  
eight hundred and ~~ninty~~ eighty six.

Present: The Honorable HENRY A. MOORE, County Judge of the County of Kings.

James Savage.  
John McMahon. } Justices of the Sessions of the County  
of Kings.

The People of the State of New York,  
against

Herman Brindze.

Indicted for Felony. Presenting a false  
and fraudulent claim for the payment  
of a loss upon a contract of Insurance,  
and heretofore convicted thereof by the  
verdict of a jury, on being sworn before  
sentence says my true name is =  
Herman Brindze, I am 22 years of  
age, I am not married, I was born in  
Germany, I have no trade, I have never  
been in State Prison before. Being asked  
if he had anything to say why the judg-  
ment of the law should not be pronounced  
against him, and he having nothing to  
say than what he hath heretofore said.  
The Court pronounced judgment of

1115

POOR QUALITY  
ORIGINAL

sentence as follows: Whereupon it is Ordered  
and adjudged by the Court that the said  
Herman Brindge for the offense aforesaid  
whereof he is convicted, be imprisoned in  
the Penitentiary and Workhouse of the County  
of Kings for the term of Two years and  
six months.

Attest & direct from the minutes  
Jesse W. York  
Clerk

Kings County Court of Sessions.

THE PEOPLE OF THE STATE OF  
NEW YORK.

Herman Brindge

EXTRACT FROM THE MINUTES.

1116

POOR QUALITY  
ORIGINAL

State of New York, }  
County of Kings, } ss.:

I, BERNARD J. YORK, Clerk of the Court of Sessions in and for the County of Kings (said Court being a Court of Record having common law jurisdiction, a clerk and seal), do hereby certify that the annexed is a copy of the minutes of conviction of Herman Bridge with the sentence of the Court thereon as entered in the minutes of the said Court of Sessions, kept by me, and now in my custody as Clerk, and the same has been compared by me with the original and is a correct transcript therefrom, and of the whole of such original, and that the annexed copy of the indictment, on which such conviction has been had, has been compared by me with the original, and that the same is a correct transcript therefrom, and of the whole of such original; and I do further certify that no record of the Judgment on such conviction has been signed and filed.

Given under my hand and attested by the seal of the said Court this 16<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ~~eighty~~ ninety-two

Bernard J. York  
Clerk.

1117

**POOR QUALITY  
ORIGINAL**

Copy of Record  
The People of the State  
of New York  
against  
Norman Bridges

1118

POOR QUALITY  
ORIGINAL

New York Court of General Sessions

The People etc  
against  
Herman BrauzeCity and County of New York for  
H. Jay Goldsmith being duly  
sworn, deposes and says:

That he is the attorney for  
the above named defendant; that an  
inspection of the indictment herein shows  
that the only witnesses before the Grand  
Jury were Maria K. Bolte and Patrick  
Dolan; that prior to the finding of  
this indictment the defendant was  
arrested on complaint of Maria K. Bolte,  
charging him with grand larceny.

From the fact that no name  
of any person from the New York  
Life Insurance Company appears on  
back of said indictment, deponent be-  
lieves that no legal evidence was  
before the Grand Jury to establish that  
fact.

Wherefore deponent desires to



move for the dismissal of said indictment on the ground that there was no legal evidence before the Grand Jury warranting this finding; and for the purpose of making said motion, defendant asks to have inspection of the minutes of the Grand Jury in this case, or that a copy of said minutes be furnished to defendant.

Sworn to before me this 13 day of May 1894  
Joseph H. Gifford  
Notary Public  
cv. v. - Co. 101

1120

**BOX:**

478

**FOLDER:**

4381

**DESCRIPTION:**

Braun, Michael F.

**DATE:**

05/26/92



4381

1121

POOR QUALITY  
ORIGINAL

881  
R.O. 881

Counsel,

Filed,

7 day of May 1892

Pleads,

Indictment

VIOLATION OF EXCISE LAW.  
(Keeping Open on Sunday.)  
(III. Rev. Stat. (7th Edition), Page 1989, Sec. 5.)

THE PEOPLE

vs.

B

Michael J. Brown

May 193

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

*Arthur C. [Signature]*

Foreman.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1122

POOR QUALITY  
ORIGINAL

486

Court of General Sessions of the Peace  
OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,  
*against*

*Michael J. Braun*

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

*Michael J. Braun*

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 *Michael J. Braun* late of the City of New York, in the County of New York aforesaid, on the *7<sup>th</sup>* day of *December* in the year of our Lord one thousand eight hundred and ninety-*—*, 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 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.

DE LANCEY NICOLL,  
*District Attorney.*

1123

**BOX:**

478

**FOLDER:**

4381

**DESCRIPTION:**

Braun, William

**DATE:**

05/19/92



4381

1124

POOR QUALITY  
ORIGINAL

Witnesses:

Counsel,

Filed,

Pleads,

day of

1892

THE PEOPLE

vs.

William Brown

May 27/92

POOL SELLING.  
(Section 351, Penal Code, and Chnp. 479, Laws  
of 1887, §§ 4 and 7.)

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

John C. Carter

Foreman.

1125

POOR QUALITY  
ORIGINAL

512

## Court of General Sessions of the Peace -

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

AGAINST

*William Braun*

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

of the CRIME RECORDING AND REGISTERING A BET AND WAGER, committed as follows:

The said *William Braun*,

late of the City of New York in the County of New York aforesaid, on the *eighteenth*  
day of *May*, - in the year of our Lord one thousand eight hundred and  
ninety- *one* -, at the City and County aforesaid, and not upon any grounds or race track  
owned, leased or conducted by any association incorporated under the laws of this State, for the pur-  
pose of improving the breed of horses, where racing was lawfully had, with force and arms, did  
unlawfully and feloniously record and register, and cause to be recorded and registered, a certain  
bet and wager, then and there made by and between one *Joseph M. J. Griffin*,

and divers other persons to the Grand Jury aforesaid unknown, upon the result of a certain trial and  
contest of speed and power of endurance of and between a certain horse called "*Starshap*"  
and divers other horses (a more particular description whereof, and of each of them, is to the Grand  
Jury aforesaid unknown) thereafter to be had, holden and run on the day and in the year aforesaid,  
at a certain place and race track situated at *the town of Gravesend*,  
in the County of *Kings* in the State of *New York*  
and commonly called the *Brooklyn Jockey Club* Race Track, and which  
said trial and contest was had, holden and run on the day and in the year aforesaid, at the place and  
race track aforesaid (a more particular description of which said trial and contest, and of the said  
bet and wager so as aforesaid then and there made upon the same, is to the Grand Jury aforesaid  
unknown, and cannot now be given), against the form of the statute in such case made and provided,  
and against the peace of the People of the State of New York and their dignity.

1126

POOR QUALITY  
ORIGINAL

## SECOND COUNT:

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

*William Braun* —

of the CRIME OF POOL SELLING, committed as follows:

The said *William Braun*.

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 not upon any grounds or race track owned, leased or conducted by any association incorporated under the laws of this State, for the purpose of improving the breed of horses, where racing was lawfully had, with force and arms, did feloniously engage in pool selling, and did then and there feloniously sell, and cause to be sold to one

*Jeremiah J. Griffin* and to divers other persons to the Grand Jury aforesaid unknown, a certain pool upon the result of a certain trial and contest of speed and power of endurance of and between a certain horse called "*Airschaft*" and divers other horses (a more particular description whereof, and of each of them, is to the Grand Jury aforesaid unknown) thereafter to be had, holden and run on the day and in the year aforesaid, at a certain place and race track situated at *the town of Gravesend,* in the County of *Kings* in the State of *New York* and commonly called the *Brooklyn Jockey Club* Race Track, and which said trial and contest was had, holden and run on the day and in the year aforesaid at the place and race track aforesaid (a more particular description of which said trial and contest, and of the pool upon the same so as aforesaid then and there sold, is to the Grand Jury aforesaid unknown, and cannot now be given), against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

DE LANCEY NICOLL,

*District Attorney.*



1127

POOR QUALITY  
ORIGINAL

Witnesses:

*John E. Griffin*

Counsel, *532*  
Filed, *19* day of *May* 189*2*  
Pleads, *L. E. Griffin*

THE PEOPLE

vs.

*B*

*William Brown*

POOL SELLING.  
(Section 851, Penal Code, and Chap. 479, Laws  
of 1887, §§ 4 and 7.)

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

*Julius Cathin*

Foreman.

Transferred to the Court of Special  
Sessions for trial and final disposition.

Part 2 *May 24* 189*2*

1128

POOR QUALITY  
ORIGINAL

512

## Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

AGAINST

*William Brown*

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

of the CRIME RECORDING AND REGISTERING A BET AND WAGER, committed as follows:

The said *William Brown*

late of the City of New York in the County of New York aforesaid, on the *sixteenth*  
day of *May* in the year of our Lord one thousand eight hundred and  
ninety-*one*, at the City and County aforesaid, and not upon any grounds or race track  
owned, leased or conducted by any association incorporated under the laws of this State, for the pur-  
pose of improving the breed of horses, where racing was lawfully had, with force and arms, did  
unlawfully and feloniously record and register, and cause to be recorded and registered, a certain  
bet and wager, then and there made by and between one *Adams Lang*

and divers other persons to the Grand Jury aforesaid unknown, upon the result of a certain trial and  
contest of speed and power of endurance of and between a certain horse called "*Washer*"  
and divers other horses (a more particular description whereof, and of each of them, is to the Grand  
Jury aforesaid unknown) thereafter to be had, holden and run on the day and in the year aforesaid,  
at a certain place and race track situated at *the town of Syracuse*,  
in the County of *Syracuse* in the State of *New York*  
and commonly called the *Syracuse Jockey Club* Race Track, and which  
said trial and contest was had, holden and run on the day and in the year aforesaid, at the place and  
race track aforesaid (a more particular description of which said trial and contest, and of the said  
bet and wager so as aforesaid then and there made upon the same, is to the Grand Jury aforesaid  
unknown, and cannot now be given), against the form of the statute in such case made and provided,  
and against the peace of the People of the State of New York and their dignity.

1129

POOR QUALITY  
ORIGINAL

## SECOND COUNT:

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

*William Bram*

of the CRIME OF POOL SELLING, committed as follows:

The said *William Bram*,

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 not upon any grounds or race track owned, leased or conducted by any association incorporated under the laws of this State, for the purpose of improving the breed of horses, where racing was lawfully had, with force and arms, did feloniously engage in pool selling, and did then and there feloniously sell, and cause to be sold to one

*Adrian Lang* and to divers other persons to the Grand Jury aforesaid unknown, a certain pool upon the result of a certain trial and contest of speed and power of endurance of and between a certain horse called "*maiden*" and divers other horses (a more particular description whereof, and of each of them, is to the Grand Jury aforesaid unknown) thereafter to be had, holden and run on the day and in the year aforesaid, at a certain place and race track situated at *the Town of Granerend*; in the County of *Franklin*, in the State of *New York*, and commonly called the *Brooklyn Jockey Club* Race Track, and which said trial and contest was had, holden and run on the day and in the year aforesaid at the place and race track aforesaid (a more particular description of which said trial and contest, and of the pool upon the same so as aforesaid then and there sold, is to the Grand Jury aforesaid unknown, and cannot now be given), against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

DE LANCEY NICOLL,  
District Attorney.

1130

POOR QUALITY  
ORIGINAL

Witnesses:

Counsel, *Wm. Brown*  
Filed, *19* day of *May* 1892  
Pleads, *Guilty*

THE PEOPLE

vs.

*75*

*William Brown*

*Attorney*  
for the People

POOL SELLING.  
(Section 851, Penal Code, and Chap. 473, Laws  
of 1887, §§ 4 and 7.)

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

*John C. Catlin*  
Foreman.

1131

POOR QUALITY  
ORIGINAL

512

## Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

AGAINST

*William Braun*

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

of the CRIME RECORDING AND REGISTERING A BET AND WAGER, committed as follows:

The said *William Braun*,

late of the City of New York in the County of New York aforesaid, on the *nineteenth*  
day of *May* in the year of our Lord one thousand eight hundred and  
ninety-*one*, at the City and County aforesaid, and not upon any grounds or race track  
owned, leased or conducted by any association incorporated under the laws of this State, for the pur-  
pose of improving the breed of horses, where racing was lawfully had, with force and arms, did  
unlawfully and feloniously record and register, and cause to be recorded and registered, a certain  
bet and wager, then and there made by and between one *James W. Moran*,

and divers other persons to the Grand Jury aforesaid unknown, upon the result of a certain trial and  
contest of speed and power of endurance of and between a certain horse called "*Civil Service*"  
and divers other horses (a more particular description whereof, and of each of them, is to the Grand  
Jury aforesaid unknown) thereafter to be had, holden and run on the day and in the year aforesaid,  
at a certain place and race track situated at *The Town of Yonkers*,  
in the County of *Westchester*, in the State of *New York*,  
and commonly called the *Burdette* Race Track, and which  
said trial and contest was had, holden and run on the day and in the year aforesaid, at the place and  
race track aforesaid (a more particular description of which said trial and contest, and of the said  
bet and wager so as aforesaid then and there made upon the same, is to the Grand Jury aforesaid  
unknown, and cannot now be given), against the form of the statute in such case made and provided,  
and against the peace of the People of the State of New York and their dignity.

1132

POOR QUALITY  
ORIGINAL

## SECOND COUNT:

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

*William Bram*

of the CRIME OF POOL SELLING, committed as follows:

The said *William Bram*,

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 not upon any grounds or race track owned, leased or conducted by any association incorporated under the laws of this State, for the purpose of improving the breed of horses, where racing was lawfully had, with force and arms, did feloniously engage in pool selling, and did then and there feloniously sell, and cause to be sold to one

*George A. Boran* and to divers other persons to the Grand Jury aforesaid unknown, a certain pool upon the result of a certain trial and contest of speed and power of endurance of and between a certain horse called "*Civil Service*" and divers other horses (a more particular description whereof, and of each of them, is to the Grand Jury aforesaid unknown) thereafter to be had, holden and run on the day and in the year aforesaid, at a certain place and race track situated at *the town of Gravesend,* in the County of *Kings,* in the State of *New York* and commonly called the *Bushy Park Jockey Club* Race Track, and which said trial and contest was had, holden and run on the day and in the year aforesaid at the place and race track aforesaid (a more particular description of which said trial and contest, and of the pool upon the same so as aforesaid then and there sold, is to the Grand Jury aforesaid unknown, and cannot now be given), against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

DE LANCEY NICOLL,

*District Attorney.*

1133

**BOX:**

478

**FOLDER:**

4381

**DESCRIPTION:**

Brecky, Sigmund

**DATE:**

05/24/92



4381

1134

POOR QUALITY  
ORIGINAL

Witnesses:

Counsel,

Filed,

Pleads,

1895

THE PEOPLE

vs.

**VIOLATION OF EXCISE LAW.**  
(Keeping Open on Sunday.)  
(III. Rev. Stat. (7th Edition), Page 1889, Sec. 5.)

*B*  
*Sigmund Brody*

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

*Julius Catlin*

Foreman.

*F. J. Juncos* 1892



1135

POOR QUALITY  
ORIGINAL

Sec. 198-200.

4<sup>th</sup>

District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss.

*Symond Beck* 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.

*Symond Beck*

Question. How old are you?

Answer.

*30 years*

Question. Where were you born?

Answer.

*Austria*

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

Answer.

*211 E. 73<sup>rd</sup> St. 5 months*

Question. What is your business or profession?

Answer.

*Salarn Keeper*

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 and  
if held after examination  
I demand a Trial by Jury*

*Symond Beck*

Taken before me this

*31<sup>st</sup>*

day of *August* 1897

*Charles W. Schuster*  
Police Justice.

1136

POOR QUALITY  
ORIGINAL

BAILED.

No. 1, by Samuel Black  
Residence 108 E 49th St.

No. 2, by John Hopper  
Residence 149 E 49th St.

No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_  
Street \_\_\_\_\_

No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_  
Street \_\_\_\_\_

Keeping open on Sunday  
at 1346  
Police Court--- 4<sup>th</sup> District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

Arthur Martin  
Ex 68th

Samuel Black

Office Veretation  
Ex 68th

Dated August 31<sup>st</sup> 1890

Quinton Magistrate.

Watson Officer.

25 Precinct.

Witnesses

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

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

No. 108 Street E 48

to answer 48

Bailed

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

Defendant

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of One 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 August 31<sup>st</sup> 1890 Charles N. Frinton Police Justice.

I have admitted the above-named \_\_\_\_\_

Defendant

to bail to answer by the undertaking hereto annexed.

Dated August 31 1890 Charles N. Frinton 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 \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

1137

POOR QUALITY  
ORIGINAL

Excise Violation—Keeping Open on Sunday.

POLICE COURT, <sup>th</sup> 14<sup>th</sup> DISTRICT.

CITY AND COUNTY OF }  
NEW YORK, } ss.

of the 23<sup>rd</sup> Sirph Martin Police Precinct of the City  
of New York, being duly sworn, deposes and says, that on SUNDAY, the 31<sup>st</sup> day  
of August 1890, in the City of New York, in the County of New York,  
Sigmund Beck (now here)  
being then and there in lawful charge of the premises No. 244 East 73<sup>rd</sup>  
Street, a place duly licensed for the sale of strong and spirituous liquors, wines, ale and beer, to be  
drunk upon the premises, DID NOT KEEP SAID PLACE CLOSED, contrary to and in violation of  
the statute in such case made and provided.

WHEREFORE, deponent prays that said Sigmund Beck  
may be ~~arrested and~~ dealt with according to law.

Sworn to before me, this 31 day  
of August 1890

Charles Martin Police Justice.

1138

POOR QUALITY  
ORIGINAL

486

**Court of General Sessions of the Peace**  
**OF THE CITY AND COUNTY OF NEW YORK.**

THE PEOPLE OF THE STATE OF NEW YORK,  
*against*

*Sigmund Brody*

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

*Sigmund Brody*

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

*Sigmund Brody*  
late of the City of New York, in the County of New York aforesaid, on the 31<sup>st</sup>  
day of *August* in the year of our Lord one thousand eight hundred and  
ninety- , 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 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.

DE LANCEY NICOLL,  
*District Attorney.*

1139

**BOX:**

478

**FOLDER:**

4381

**DESCRIPTION:**

Brosemer, Edward

**DATE:**

05/06/92



4381

1140

POOR QUALITY  
ORIGINAL

Witnesses:

Counsel,

Filed,

Pleads,

day of

1892

THE PEOPLE

vs.

B

Edward Bremer

clerk 9/1/92  
NOT A TRUE BILL  
RECEIVED FOR THE  
RECORD

VIOLET OF EXCISE LAW.  
(Keeping Open on Sunday.)  
(III. Rev. Stat. (7th Edition), Page 1089, Sec. 5.)

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Lewis Carter

Foreman.

1141

POOR QUALITY  
ORIGINAL

486

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

*Edward Brosemer*

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

*Edward Brosemer*

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 *Edward Brosemer* late of the City of New York, in the County of New York aforesaid, on the 15<sup>th</sup> day of *June* in the year of our Lord one thousand eight hundred and ninety—, 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 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.

DE LANCEY NICOLL,  
District Attorney.

1142

**BOX:**

478

**FOLDER:**

4381

**DESCRIPTION:**

Bross, Alonzo

**DATE:**

05/25/92



4381



1143

POOR QUALITY ORIGINAL

Witnesses:

W. J. [unclear]  
[unclear]  
[unclear]  
[unclear]

In my opinion the evidence  
in this case will not  
warrant a conviction.  
I do not believe that  
it shows any intent to  
commit crime.

June 7/92

Deamon M. Long

Ans.

Counsel,

Filed to

day of May

1892

Pleas,

guilty

THE PEOPLE

vs.

Alonge Bross

DE LANCEY NICOLL,  
District Attorney.

A TRUE BILL.

Deamon M. Long  
June 7/92  
Foreman.  
On recon. of Dist. Ct.  
indict. dis. B.M.

Attorney at Law  
Burglary in the second degree.  
[Section 49]

1144

POOR QUALITY  
ORIGINAL

Police Court— District.

City and County } ss.:  
of New York,of No. 463 Columbus Avenue Street, aged 41 years,  
occupation bricklayer being duly sworndeposes and says, that the premises No. 463 Columbus Avenue 22 Ward  
in the City and County aforesaid the said being a five story brickdwelling-house  
and which was occupied by deponent as a dwelling house  
and in which there was at the time a human being, by name Alfred Collierdeponent  
were BURGLARIOUSLY entered by means of forcibly opening a window  
leading from the fire-escape into a rear  
roomon the 19 day of May 1887 in the night time, and the  
following property feloniously taken, stolen, and carried away, viz:A quantity of clothing of the value  
of ten Dollars

the property of

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

Alonso Bros (now here)

for the reasons following, to wit:

That, on said date, at about  
12<sup>15</sup> AM. deponent saw defendant on  
said fire-escape, without any shoes on his  
feet; that defendant got on said fire-escape  
by climbing down the ladder leading from  
the roof of said house to said fire-escape  
That deponent believes that he was on said  
fire-escape attempting to get into deponent's  
room and deponent accuses him of attempted

1145

POOR QUALITY  
ORIGINAL

burglary and pray that he may be  
dealt with as the law direct:-

Sworn before me this  
19 day of May 1881 William Fordham  
*[Signature]*  
Police Justice

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 Pounds and be committed to the Warden and Keeper of the City Prison  
of the City of New York until he give such bail.  
Dated 1881 Police Justice.  
I have admitted the above named  
to bail to answer by the undertaking hereto annexed.  
Dated 1881 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 1881 Police Justice.

Police Court, District.

THE PEOPLE, etc.,  
on the complaint of

vs.

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

Offence—BURGLARY.

Dated 1881

Magistrate.

Officer.

Clerk.

Witness,  
No. \_\_\_\_\_

Shed,  
No. \_\_\_\_\_

Shed,  
No. \_\_\_\_\_

Shed,  
No. \_\_\_\_\_

\$ \_\_\_\_\_ to answer General Sessions.

1146

POOR QUALITY  
ORIGINAL

(1835)

Sec. 198-200.

District Police Court.

CITY AND COUNTY } ss.  
OF NEW YORK

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

Question. What is your name?

Answer. *Alonso Bros*

Question. How old are you?

Answer. *44 years*

Question. Where were you born?

Answer. *United States*

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

Answer. *No 73 W. 82 St. 4 Mrs*

Question. What is your business or profession?

Answer. *Hack Driver*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.**Alonso Bros*Taken before me this  
day of \_\_\_\_\_ 1894

Police Justice

1147

POOR QUALITY  
ORIGINAL

BAILED,  
No. 1, by Amelia Parker  
Residence 303 E 62 Street.

No. 2, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.

No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.

No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.

Police Court

District

THE PEOPLE, vs.,  
ON THE COMPLAINT OFWilliam Johnson  
403 Lombard StStrong BrosOffense Attempted Burglary

Date

May 19 1892

Magistrate

Judge Officer

24 Precinct

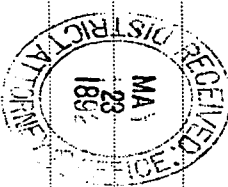
Witnesses

No.

Street

No.

Street



No.

Street

No.

Street

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

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 May 19 1892 W. H. Jones Police Justice.

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

Dated May 22 1892 W. H. Jones 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 \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

1148

POOR QUALITY  
ORIGINAL

463

**Court of General Sessions of the Peace**  
OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

*Alongo Brass*

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

*Alongo Brass*  
attempting to commit the crime of  
of the CRIME OF BURGLARY in the second degree, committed as follows:

The said

*Alongo Brass*

late of the 2<sup>nd</sup> Ward of the City of New York, in the County of New York aforesaid, on the  
*nineteenth* day of *May* in the year of our Lord one  
thousand eight hundred and ninety-*two* in the *night* time of the same day, at the  
Ward, City and County aforesaid, the dwelling house of one *William Fordham*

*attempt to*  
there situate, feloniously and burglariously did break into and enter, there being then and there a  
human being within the said dwelling house, with intent to commit some crime therein, to wit: the  
goods, chattels and personal property of the said *William Fordham*

in the said dwelling house 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.

*He Lancy Nicoll,*  
District Attorney

1149

**BOX:**

478

**FOLDER:**

4381

**DESCRIPTION:**

Brown, John

**DATE:**

05/06/92



4381

1150

POOR QUALITY  
ORIGINAL

Witnesses:

Counsel,

Filed, 6 day of May 1892  
Pleads, *Amended*

THE PEOPLE

vs.

*B*  
*John Brown*

*Transferred to the Court of Special Sessions for trial and final disposal*  
*Part 2 of May 23.....1893*

VIOLATION OF EXCISE LAW.  
(Keeping Open on Sunday.)  
(Ill. Rev. Stat. 7th Edition), Page 1980, Sec. 5.)

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

*William G. Carter*  
Foreman.



1151

POOR QUALITY  
ORIGINAL

486

**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 Brown*

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

*John Brown*

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

*John Brown*

late of the City of New York, in the County of New York aforesaid, on the 29<sup>th</sup> day of *June* in the year of our Lord one thousand eight hundred and ninety- , 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 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.

DE LANCEY NICOLL,  
*District Attorney.*

1152

**BOX:**

478

**FOLDER:**

4381

**DESCRIPTION:**

Brown, Sarah

**DATE:**

05/27/92



4381

1153

POOR QUALITY  
ORIGINAL

Witnesses:

Counsel,

Filed,

day of

189

Pleads,

THE PEOPLE

23

us.

B

Sarah Brown

KEEPING A HOUSE OF ILL-FAME, ETC.  
(Sections 322 and 385, Penal Code.)

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Luis Catin  
Foreman.

Feb 3, June 7/92

Reads Bill

The officer having reported  
to the Court that the nuisance  
has been abated  
Now in proper order.

1154

POOR QUALITY  
ORIGINAL

(1335)

Sec. 198-200

CITY AND COUNTY } ss.  
OF NEW YORK.

District Police Court.

*Isaac Brown* 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* *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. *Isaac Brown*

Question. How old are you?

Answer. *23 years*

Question. Where were you born?

Answer. *Russia*

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

Answer. *125 Chambers Street 2 weeks*

Question. What is your business or profession?

Answer. *Tailor*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 I demand*  
*a trial by Jury*  
*Isaac Brown*  
*mark*

Taken before me this

day of *April* 189

Police Justice.

1155

POOR QUALITY  
ORIGINAL

Sec. 151.

Police Court 3 District.CITY AND COUNTY OF NEW YORK, { ss. *In the name of the People of the State of New York; To the Sheriff of the County of New York, or to any Marshal or Policeman of the City of New York, GREETING:*

Whereas, Complaint in writing, and upon oath, has been made before the undersigned, one of the Police Justices for the City of New York, by Mrs. Benjamin Rose, that on the 11th day of May 1888 at the City of New York, in the County of New York, John Doe did keep and maintain at the premises known as Number 102 House of Prostitution Street, in said City, a House of Prostitution and there unlawfully procure and permit as well men as women of evil name and fame, and of dishonest conversation to visit, frequent and come together for unlawful sexual intercourse, and for the purpose of prostitution, and there unlawfully and wilfully did permit said men and women of evil name and fame there to be and remain ~~drinking, dancing, fighting,~~ disturbing the peace, whoring and misbehaving themselves whereby the peace, comfort, and decency of persons inhabiting and residing in the neighborhood and there passing is habitually disturbed in violation of the statute in such case made and provided.

THESE ARE, THEREFORE, in the name of the People of the State of New York, to Command you, the said Sheriff, Marshals and Policemen, and each and every of you, to apprehend the body of the said

John Doe and all vile, disorderly and improper persons found upon the premises occupied by said John Doe and forthwith bring them before me, at the 102 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 11th day of May 1888  
Charles W. Taintor POLICE JUSTICE.

1156

POOR QUALITY ORIGINAL

Police Court— District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

25.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WARRANT—Keeping Disorderly House, &c.

Dated \_\_\_\_\_ 188

\_\_\_\_\_  
Magistrate.

\_\_\_\_\_  
Officer.

\_\_\_\_\_  
Precinct.

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

\_\_\_\_\_  
Officer.

Dated \_\_\_\_\_ 188

This Warrant may be executed on Sunday or  
at night.

*Charles W. Lainto*  
Police Justice.

having been brought before me under this Warrant, is committed for examination to the  
WARDEN and KEEPER of the City Prison of the City of New York.

Dated \_\_\_\_\_ 188

Police Justice.

The within named

1157

POOR QUALITY ORIGINAL

BAILED  
No. 1, by Charles Langer  
Residence 10th Street  
No. 2, by Henry Langer  
Residence 10th Street  
No. 3, by Henry Langer  
Residence 10th Street  
No. 4, by Henry Langer  
Residence 10th Street

Police Court---  
People People, etc.,  
ON THE COMPLAINT OF  
Charles Langer  
vs.  
Charles Langer  
District  
1892  
May 25  
Charles Langer  
Magistrate  
No. 1, by Charles Langer  
Residence 10th Street  
No. 2, by Charles Langer  
Residence 10th Street  
No. 3, by Charles Langer  
Residence 10th Street  
No. 4, by Charles Langer  
Residence 10th Street  
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No. 98, by Charles Langer  
Residence 10th Street  
No. 99, by Charles Langer  
Residence 10th Street  
No. 100, by Charles Langer  
Residence 10th 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 Charles Langer

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of 1000 Hundred Dollars, and be committed to the Warden and Keeper of the City Prison, of the City of New York, until he give such bail.  
Dated May 25 1892 Charles Langer Police Justice.

I have admitted the above-named defendant to bail to answer by the undertaking hereto annexed.  
Dated May 25 1892 Charles Langer Police Justice.

There being no sufficient cause to believe the within named Charles Langer guilty of the offence within mentioned. I order he to be discharged.  
Dated 18 1892 Charles Langer Police Justice.

1158

POOR QUALITY  
ORIGINAL

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

*The 11<sup>th</sup> Precinct Police*  
of No. *11<sup>th</sup> Precinct Police* *Sheet*, being duly sworn, deposes and says,  
that *Sarah Brown* (now present) is the person of the name of  
*John Doe* mentioned in deponent's affidavit of the *24*  
day of *May*, 189*7* hereunto annexed.

Sworn to before me, this *28*

day of *May*, 189*7*

*Louis Schneider*  
POLICE JUSTICE.



1159

POOR QUALITY  
ORIGINAL

Sec. 322. Penal Code.

3

District Police Court.

CITY AND COUNTY { ss.  
OF NEW YORK.

of Louis Schueller Street, in said City, being duly sworn says  
Dec 11 - 188 that at the premises known as Number 102 Chrystie Street,  
 in the City and County of New York, on the 11th day of May 1888 and on divers  
 other days and times, between that day and the day of making this complaint

of prostitution did unlawfully keep and maintain and yet continue to keep and maintain a house  
 and did then, and on the said other days and times, there unlawfully procure  
 and permit as well men as women of evil name and fame and of dishonest conversation to visit, frequent and come  
 together for unlawful sexual intercourse, and for the purpose of prostitution and lewdness, and then and on the said  
 other days and times, unlawfully and wilfully did permit and yet continues to permit said men and women of evil  
 name and fame there to be and remain drinking, dancing, fighting disturbing the peace, whoring and misbehaving  
 themselves, whereby the peace, comfort and decency of persons inhabiting and residing in the neighborhood, and  
 there passing is habitually disturbed, in violation of the statute in such case made and provided.

Deponent therefore prays, that the said J. M. Doe  
 and all vile, disorderly and improper persons found upon the premises, occupied by said J. M. Doe  
 may be apprehended and dealt with as the law in such cases made and provided may direct.

Sworn to before me, this 11th  
 day of May 1888

Louis Schueller  
Charles W. Hunter Police Justice.

1160

POOR QUALITY ORIGINAL

W 3 District.  
Police Court

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

Louis Schmidt  
25.

APPEAL—Keeping Disorderly House, &c.

Dated Jan 10 1888  
Justice.

Officer.

Precinct.

WITNESSES :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1161

POOR QUALITY  
ORIGINAL

470

## Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

AGAINST

*Sarah Brown*

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

*Sarah Brown*(Sec. 322,  
Penal Code.)of the CRIME OF KEEPING AND MAINTAINING A COMMON BAWDY HOUSE AND HOUSE  
OF ILL-FAME, committed as follows:

The said

*Sarah Brown*

late of the *19th* Ward of the City of New York, in the County of New York afore-  
said, on the *eighteenth* day of *May* in the year of our Lord  
one thousand eight hundred and ninety-*two*, and on divers other days and times, as  
well before as afterwards, to the day of the taking of this inquisition, at the Ward, City and County  
aforesaid, a certain common bawdy house and house of ill-fame, unlawfully and wickedly did keep  
and maintain; and in said house divers ill-disposed persons, as well men as women, and common  
prostitutes, on the days and times aforesaid, as well as in the night as in the day, there unlawfully  
and wickedly did receive and entertain; and in which said house the said evil-disposed persons and  
common prostitutes, by the consent and procurement of the said

*Sarah Brown*

on the days and times aforesaid, there did commit whoredom and fornication; whereby divers unlaw-  
ful assemblies, disturbances and lewd offenses on the days and times aforesaid, as well in the night  
as in the day, were there committed and perpetrated; to the great damage and common nuisance of  
all the good people of the said State there inhabiting and residing, in manifest destruction and sub-  
version of and against good morals and good manners, 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

*Sarah Brown*(Sec. 385,  
Penal Code.)

of the CRIME OF MAINTAINING A PUBLIC NUISANCE, committed as follows:

The said

*Sarah Brown*

late of the Ward, City and County aforesaid, afterwards, to wit: on the *eighteenth*  
day of *May* in the year of our Lord one thousand eight hundred and

1162

POOR QUALITY  
ORIGINAL

ninety- *two*, and on divers other days and times between the said day and the day of the taking of this inquisition, at the Ward, City and County aforesaid, with force and arms, unlawfully did keep and maintain a certain common, ill-governed house, and in *her* said house for *her* own lucre and gain, certain persons whose names are to the Grand Jury aforesaid unknown, as well men as women, of evil name and fame and dishonest conversation, to frequent and come together then and on said other days and times, there unlawfully and wilfully did cause and procure, and the said men and women in said house, at unlawful times, as well in the night as in the day, then and on said other days and times there to be and remain, tippling, drinking, gaming, cursing, swearing, quarreling, making great noises and otherwise misbehaving themselves, unlawfully and wilfully did permit and suffer, to the great annoyance, injury and danger of the comfort and repose of a great number of persons, good citizens of our said State there residing, and passing and repassing, to the common nuisance of the said citizens, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

## THIRD COUNT:

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

*Sarah Brown*

(Sec. 322,  
Penal Code.) of the CRIME OF KEEPING A DISORDERLY HOUSE, committed as follows:

The said

*Sarah Brown*

late of the Ward, City and County aforesaid, afterwards, to wit: on the *eighteenth* day of *May* in the year of our Lord one thousand eight hundred and ninety-*two* and on divers other days and times between the said day and the day of the taking of this inquisition, at the Ward, City and County aforesaid, unlawfully did keep a certain ill-governed and disorderly house, the same being a place of public resort, and in the said house and place of public resort, for *her* own lucre and gain, certain persons, as well men as women, of evil name and fame, and of dishonest conversation, to frequent and come together, then and on the said other days and times, there unlawfully and wilfully did cause and procure, and the said men and women in *her* said house, at unlawful times, as well in the night as in the day, then and on the said other days and times, there to be and remain, drinking, tippling, gambling, rioting, disturbing the peace, whoring and misbehaving themselves, unlawfully and wilfully did permit, and yet continues to permit, by reason whereof the peace, comfort and decency of the neighborhood around and about the said house were, and yet are habitually disturbed, 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.

DE LANCEY NICOLL,

*District Attorney.*

1163

**BOX:**

478

**FOLDER:**

4381

**DESCRIPTION:**

Bruckner, Edward

**DATE:**

05/26/92



4381

1164

POOR QUALITY  
ORIGINAL

1313  
Court of Oyer and Terminer.

Counsel,

Filed, 26 day of May 1892

Pleads,

THE PEOPLE

vs.

*James B. G.?*  
*Edward Brickner*

VIOLATION OF EXCISE LAW.  
[Ill. Rev. Stat. (7th Edition), page 1983, § 21, and  
page 1989, § 5.]  
Selling on Sunday, etc.

*over till Oct. by direction  
of Lewis W. H. 192*  
*23*

DE LANCEY NICOLL

District Attorney.

A TRUE BILL.

*May 26 1892*

Foreman.

Witnesses:

1165

POOR QUALITY  
ORIGINAL

2037

## Court of Oyer and Terminer

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Edward Bruckner

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

The said

Edward Bruckner

late of the City of New York, in the County of New York aforesaid, on the  
 day of July in the year of our Lord one thousand eight hundred and  
 ninety- 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 Patrick N. Callahan

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  
 New York and their dignity.

## SECOND COUNT—

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

Edward Bruckner

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.

DE LANCEY NICOLL,

District Attorney.

1167

**END OF  
BOX**