

0131

**BOX:**

488

**FOLDER:**

4453

**DESCRIPTION:**

Gallagher, William

**DATE:**

07/08/92



4453

0132

**BOX:**

488

**FOLDER:**

4453

**DESCRIPTION:**

Creighton, John Jr.

**DATE:**

07/08/92



4453

98 XX

Witnesses?  
Offr. C. W. ...  
26th ...

161 Counsel, Heingelmann G  
Filed 8 day of July 1891  
161 Pleads, Not Guilty

Burglary in the Third Degree  
Section 498, Code of Laws of the City of New York

THE PEOPLE  
vs.  
William Gallagher  
John Creighton, Jr

DE LANCEY NICOLL,  
District Attorney.

A TRUE BILL.  
D. M. ...  
July 11/92  
W. P. ...  
Port al ...

0134

Police Court 5 District.

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

Joseph Petrone  
of No. 76 Columbus Street, aged 23 years,  
occupation Shoemaker being duly sworn

deposes and says, that the premises No. 77 1/2 Columbus Street, 12 Ward  
in the City and County aforesaid the said being a 5 story brick  
and stone Building  
and which was occupied by deponent as a dwelling store  
~~and in which there was at the time a human being, by name~~

were **BURGLARIOUSLY** entered by means of forcibly breaking a  
window inside of the hallway of said  
house, and then entering said  
store

on the 22d day of June 1892 in the night time, and the  
following property feloniously taken, stolen, and carried away, viz:

Seven pair of shoes and  
Four Pairs of Socks  
worth fifty dollars.

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

William Gallagher and  
John Craig (now here)

for the reasons following, to wit: that on said date at  
10 P.M. deponent securely fastened  
and locked the doors and windows  
of said store. That on the morn-  
ing of the 23d of June depon-  
ent found that the store had  
been entered as above and  
said property stolen therefrom.  
That he is informed by

0135

Officer Robert B. Matt, of the 16<sup>th</sup> Precinct, that he arrested said defendants and that they acknowledged having broken into the said premises and also gave to said Matt three (3) pawn tickets, books annexed, representing said property. That deponent had since seen said property and identified the same as having been stolen from his premises.

Wherefore deponent charges said defendants with having burglariously entered said premises and stealing said property therefrom and prays that they be dealt with as the law directs.

Sworn to before me } Joe. Petrone  
this 5<sup>th</sup> day of July, 1892 }  
Charles N. Leavitt }  
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 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 \_\_\_\_\_ 1892  
I have admitted the above named  
to bail to answer by the undertaking hereto annexed.  
Dated \_\_\_\_\_ 1892  
There being no sufficient cause to believe the within named  
guilty of the offence within mentioned, I order he to be discharged.  
Dated \_\_\_\_\_ 1892  
Police Justice

Police Court, \_\_\_\_\_ District, \_\_\_\_\_  
THE PEOPLE, &c.,  
on the complaint of \_\_\_\_\_  
vs. \_\_\_\_\_  
1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
Date \_\_\_\_\_ 1892  
Magistrate \_\_\_\_\_  
Officer \_\_\_\_\_  
Clerk \_\_\_\_\_  
Witness \_\_\_\_\_  
No. \_\_\_\_\_ Street \_\_\_\_\_  
No. \_\_\_\_\_ Street \_\_\_\_\_  
No. \_\_\_\_\_ Street \_\_\_\_\_  
\$ \_\_\_\_\_ to answer General Sessions.

0 136

1877.

CITY AND COUNTY }  
OF NEW YORK, } ss.

*Robert M. Watt*

aged \_\_\_\_\_ years, occupation *Police officer* of No. \_\_\_\_\_

\_\_\_\_\_ Street, being duly sworn, deposes and says, that he has heard read the foregoing affidavit of *Joseph Petrone*

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

Sworn to before me, this *5*  
day of *July* 189*2*

*Robert M. Watt*

*Charles Saint*  
Police Justice.

0137

Sec. 198-200.

*J*  
.....District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss:

*William Gallagher* 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 sees fit, to answer the charge and explain the facts alleged against h ;  
that he is at liberty to waive making a statement, and that h waiver cannot be used  
against h on the trial.

Question. What is your name?

Answer. *William Gallagher*

Question. How old are you?

Answer. *16 yrs*

Question. Where were you born?

Answer. *U.S.*

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

Answer. *763 Columbus Ave - 3 mos*

Question. What is your business or profession?

Answer. *Painter*

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*  
*W Gallagher*

Taken before me this *5*  
*day of July 1892*  
*Charles W. ...*

Police Justice.

0138

Sec. 198-200.

CITY AND COUNTY OF NEW YORK

5 District Police Court.

*John Creighton Jr.*

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 sees fit, to answer the charge and explain the facts alleged against him; that he is at liberty to waive making a statement, and that his waiver cannot be used against him on the trial.

Question. What is your name?

Answer.

*John Creighton Jr.*

Question. How old are you?

Answer.

*27 yrs.*

Question. Where were you born?

Answer.

*U.S.*

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

Answer.

*157th St. Amsterdam Ave - 5 yrs.*

Question. What is your business or profession?

Answer.

*Musician*

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

Answer.

*I am not guilty*

*John Creighton Jr.*

*I am guilty*

*John Creighton Jr.*

Taken before me this

day of

*July*

189*9*

*Charles W. Painter*  
Police Justice

0 139

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, *each* and be committed to the Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated, *July 5* 189 *2* *Charles K. Linton* Police Justice.

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

Dated,.....189.....Police Justice.

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

Dated,.....189.....Police Justice.

0140

Police Court, *5* District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

*Joseph Petrone*  
*489 Columbus Ave*  
*John Gallagher*  
*John C. ...*

*833*  
*Officer [Signature]*

BAILED,

No. 1, by .....  
Residence ..... Street.

3 .....  
4 .....

No. 2, by .....  
Residence ..... Street.

Dated, *July 5* 189 *2*

No. 3, by .....  
Residence ..... Street.

*Faminty* Magistrate.  
*Matt & Cain* Officer.

No. 4, by .....  
Residence ..... Street.

Witness *Call the officers*  
No. .... Street.

No. .... Street.

No. .... Street.

\$ *1000 each* to answer *G. S.*

*Com*  
*9/2/2*

0141

District Attorney's Office.

1690

Per A/c  
William Gallayson  
Wad

July 27<sup>th</sup>

Subpoenas issued for  
Comp. & Officer and  
summons for return date  
July 19/92 M

**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 Gallagher and*  
*John Creighton, the younger*

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

*William Gallagher and John Creighton, the younger*

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

The said *William Gallagher and John*  
*Creighton, the younger, both -*

late of the *14th* Ward of the City of New York, in the County of New York aforesaid, on the  
*22nd* day of *June* in the year of our Lord one  
thousand eight hundred and ninety-*two* in the *right* time of the same day, at the  
Ward, City and County aforesaid, a certain building there situate, to wit, the *store* of  
one *Joseph Petrone*

there situate, feloniously and burglariously did break into and enter, with intent to commit some  
crime therein, to wit : with intent the goods, chattels and personal property of the said *Joseph*  
*Petrone* in the said *store*  
then and there being, then and there feloniously and burglariously to steal, take and carry away,  
against the form of the statute in such case made and provided, and against the peace of the  
People of the State of New York and their dignity.

SECOND COUNT—

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

*William Gallagher and John Crighton, the younger*

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

The said *William Gallagher, and John Crighton, the younger, both*

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

*fourteen shoes of the value of two dollars and fifty cents each, and four pair of lasts of the value of five dollars each pair*

of the goods, chattels and personal property of one

*Joseph Petrone*

in the

*store*

of the said

*Joseph Petrone*

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

THIRD COUNT:

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

*William Gallagher and John Creighton the younger*  
of the CRIME OF RECEIVING STOLEN GOODS, committed as follows:

The said *William Gallagher and John Creighton the younger*

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

*fourteen shoes of the value of two dollars and fifty cents each, and four pair of lasts of the value of five dollars each pair*

*of the goods, chattels and personal property of Joseph Petrone*

by a certain person or persons to the Grand Jury aforesaid unknown, then lately before feloniously stolen from the said *Joseph Petrone*

unlawfully and unjustly did feloniously receive and have; (the said *William Gallagher and John Creighton the younger* then and there well knowing the said goods, chattels and personal property to have been feloniously stolen, 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.



0 146

**BOX:**

488

**FOLDER:**

4453

**DESCRIPTION:**

Gardino, Domenico

**DATE:**

07/08/92



4453

0147

71

Witnesses:

*Thomas Heaps*  
*27th Precinct*

Counsel,

Filed *8* day of *July* 189*2*

Pleads,

**VIOLATION OF EXCISE LAW.**

(Selling on Sunday, Etc.)  
Ill. Rev. Stat. (7th Edition), page 1083, Sec. 21, and  
page 1089, Sec. 23.

THE PEOPLE

vs.

*B*

*Dominico Sordani*

*A. J. Nicoll*

DE LANCEY NICOLL,

*District Attorney.*

A TRUE BILL.

*Samuel B. ...*  
Foreman.

*7* Forfeited July 29 1892

0148

Excise Violation—Selling on Sunday.

POLICE COURT, 5 DISTRICT.

CITY AND COUNTY OF }  
NEW YORK, } ss.

of the 27th Precinct Police

of the City of New York, being duly sworn, deposes and says, that on SUNDAY, the 29th day

of March 1894, in the City of New York, in the County of New York,

at premises No. 329 & 106th Street,

Dominic Gardino (now here)

did then and there ~~SUE~~ CAUSE, SUFFER and permit to be ~~sold and~~ GIVEN AWAY under his direction or authority, strong and spirituous liquors, wines, ale and beer, being intoxicating liquors, to be drunk as a beverage, contrary to and in violation of the statute in such case made and provided.

WHEREFORE, deponent prays that said Dominic Gardino may be arrested and dealt with according to law.

Sworn to before me, this 28 day }  
of March 1894 } Thomas Keefe

Thomas Keefe  
Police Justice.

0149

Sec. 198-200.

District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss:

*Immunco Gardis* 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 sees fit, to answer the charge and explain the facts alleged against h;  
that he is at liberty to waive making a statement, and that h waiver cannot be used  
against h on the trial.

Question. What is your name?

Answer.

*Immunco Gardis*

Question. How old are you?

Answer.

*17 years old*

Question. Where were you born?

Answer

*Italy*

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

Answer.

*325 E. 106 St 2 years*

Question. What is your business or profession?

Answer.

*Butcher*

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 demand a trial  
by jury  
Immunco Gardis  
Prison*

Taken before me this

day of *March* 189

*[Signature]*  
Police Justice

0 150

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

*Alfred Smith*

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, March 28 1893 *W. M. ...* Police Justice.

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

Dated, March 28 1893 *W. M. ...* Police Justice.

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

Dated, \_\_\_\_\_ 189 \_\_\_\_\_ Police Justice.

0151

363

Sitting on Sunday

1884

Police Court---

3

District

THE PEOPLE, &c.)  
ON THE COMPLAINT OF

Mrs Keefe  
vs.  
Dominic Guerin

2  
3  
4

Offense  
W. Guerin

BAILED,

No. 1, by Autman Pope  
Residence 377 East 106 Street.

No. 2, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.

No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.

No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.

Dated, March 28 1892

Mrs Keefe Magistrate.

Keefe Officer.

47 Precinct.

Witnesses \_\_\_\_\_

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

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

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

\$ \_\_\_\_\_ to answer

Keefe



0152

**Court of General Sessions of the Peace**  
OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Domenico Gardino

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

The said Domenico Gardino

late of the City of New York, in the County of New York aforesaid, on the twenty-seventh  
day of March in the year of our Lord one thousand eight hundred and  
ninety-two, 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

Thomas Keefe

and to certain other persons whose names are to the Grand Jury aforesaid unknown, against the  
form of the statute in such case made and provided, and against the peace of the People of the State  
of New York and their dignity.

SECOND COUNT—

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

Domenico Gardino  
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 Domenico Gardino

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.

0 153

**BOX:**

488

**FOLDER:**

4453

**DESCRIPTION:**

Germann, Jacob

**DATE:**

07/11/92



4453

0154

139  
C. King

Counsel,

Filed, 11 day of July 1895  
Pleads, Not Guilty (13)

Witnesses:  
W. P. Mulcahey  
2004-10-10

THE PEOPLE  
vs.  
B  
Jacob German  
[Signature]  
Special  
Resolves for Trial, by request  
of Counsel for Defendant.

VIOLATION OF THE EXCISE LAW.  
[Chap. 401, Laws of 1893, § 83.]  
Selling, etc. on Sunday

DE LANCEY NICOLL  
District Attorney.

A TRUE BILL.  
[Signature]

Foreman.

0155

**Court of General Sessions of the Peace**

1007

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

*Jacob Germain*

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

of the CRIME OF *Jacob Germain* SELLING STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER ON SUNDAY, committed as follows:

The said *Jacob Germain*

late of the City of New York, in the County of New York aforesaid, on the *Third* day of *July* in the year of our Lord one thousand eight hundred and ninety-*two*, at the City and County aforesaid, the same being Sunday, certain strong and spirituous liquors, wines, ale and beer, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain strong and spirituous liquor to the Grand Jury aforesaid unknown, unlawfully did sell, to one

and to certain other persons whose names are *Henry P. Mitchell* 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

*Jacob Germain* of the CRIME OF OFFERING AND EXPOSING FOR SALE ON SUNDAY STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows:

The said *Jacob Germain*

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, the same being Sunday, certain strong and spirituous liquors, wines, ale and beer, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain strong and spirituous liquor to the Grand Jury aforesaid unknown, unlawfully did offer and expose for sale to one

and to certain other persons whose names are *Henry P. Mitchell* to the Grand Jury aforesaid unknown, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

DE LANCEY NICOLL

District Attorney.

0 156

**BOX:**

488

**FOLDER:**

4453

**DESCRIPTION:**

Giddings, Ebbie

**DATE:**

07/08/92



4453

0157

78. *aka* X

Counsel,  
Filed 8 day of July 1892  
Pleads, not guilty (M)

18 THE PEOPLE  
vs  
Ebbie Suddings  
Grand Larceny,  
(From the Person)  
Degrees  
[Sections 538, 539  
Penal Code.]

DE LANCEY NICOLL,  
District Attorney.

Part 2 - July 21, 1892.

A TRUE BILL.  
*[Signature]*

Part 2 - July 25, 1892. Foreman.  
Jury and Council of  
an attempt G. L. Degree

*[Signature]*  
July 27/92

Witnesses:  
*[Signature]* Kennedy  
*[Signature]* Bunting Park St.

*[Signature]*  
Subpoena of the  
Court  
faint

0158

Police Court 1 District. Affidavit—Larceny.

City and County of New York, ss:

of No. 100 John Kennedy Street, aged 32 years, occupation Police Officer being duly sworn,

deposes and says, that on the 3 day of July 1892 at the City of New York, in the County of New York, <sup>attempted to be</sup> was feloniously taken, stolen and carried away from the possession of deponent, in the night time, the following property, viz:

A quantity of money of the amount and value of three dollars

the property of Charles Kelly whose whereabouts are unknown to deponent

and that this deponent has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen and carried away by Abby Giddings (number for the reasons following to wit: deponent saw the defendant insert his hands in the pockets of the clothing of a man named Charles Kelly, who was sleeping on a bench in Battery Park. The said Kelly informed deponent that he had at the time the said sum of money in his pockets. The said Kelly failed to appear in Court to prosecute. The defendant dropped two five cent pieces which he was running away

John Kennedy

Sworn to before me this 3 day of July 1892 at New York Police Justice

0 159

CITY AND COUNTY } ss.  
OF NEW YORK.

POLICE COURT, DISTRICT.

of No. *John Kennedy* Street, aged..... years,

occupation *Police Officer* being duly sworn, deposes and says

that on the *3* day of *July* 189*2*

at the City of New York, in the County of New York. *he arrested*

*Abby Giddings for having*  
*from the police and a person*  
*informs the said Giddings to*  
*held to enable him to produce*  
*the complainant in court.*

*John Kennedy*

Sworn to before me, this

of

189

at

Police Justice



0 16 1

(1885)

Sec. 198-200.

District Police Court

CITY AND COUNTY OF NEW YORK.

*Abby Gidding* 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.

*Abby Gidding*

Question. How old are you?

Answer.

*16 years.*

Question. Where were you born?

Answer.

*New York*

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

Answer.

*76 Washington St. Albany N.Y.*

Question. What is your business or profession?

Answer.

*Messenger*

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.*

Taken before me this

day of

189

at

Police Justice.

*Eddie Gidding*

0 162

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.....

*W. J. ...*

guilty thereof, I order that he be held to answer the same, and he be admitted to bail in the sum of *Five* Hundred Dollars, *500* and be committed to the Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated, *July 5* 189 *[Signature]* Police Justice.

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

Dated,..... 189 ..... Police Justice.

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

Dated,..... 189 ..... Police Justice.

0163

John H. ...  
Monroe Post  
Telegraph Co  
paid over \$14.20  
Produce Ex Bldg

Police Court, \_\_\_\_\_ District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

John Kennedy  
vs.  
Alley Giddings  
offered  
Kenny for fine

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

Dated, July 4, 1892

Magistrate.  
Kenny Officer.  
Precinct.

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

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

\$ 5.00 to answer G.S.  
500 in July 6<sup>th</sup> 1892  
at 1 person

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Ebbie Giddings

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

Ebbie Giddings

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

The said Ebbie Giddings

late of the City of New York, in the County of New York aforesaid, on the 3rd day of July in the year of our Lord one thousand eight hundred and ninety-two, in the nighttime of the said day, at the City and County aforesaid, with force and arms,

the sum of three dollars in money, lawful money of the United States of America, and of the value of three dollars

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

De Lancey Nicoll, District Attorney.

0 165

**BOX:**

488

**FOLDER:**

4453

**DESCRIPTION:**

Gilbert, James

**DATE:**

07/20/92



4453

0166

Counsel,

Filed, 20 day of July 1892  
Pleads, *non sulley* (25)

THE PEOPLE

vs.

B

*James Sulley*

VIOLATION OF THE EXCISE LAW  
Selling, etc., on Sunday.  
[Chap. 401, Laws of 1892, § 33.]

DE LANCEY NICOLL.

*District Attorney.*

A TRUE BILL.

*James M. ...*

Complaint sent to the Court  
of Special Sessions, Foreman.

Part II, Vol. 70, 1892

0 167

**Court of General Sessions of the Peace**

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

*James Gilbert*

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

*James Gilbert*

of the CRIME OF SELLING STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER ON SUNDAY, committed as follows:

The said

*James Gilbert*

late of the City of New York, in the County of New York aforesaid, on the *teenth* day of *July* in the year of our Lord one thousand eight hundred and ninety-*two*, at the City and County aforesaid, the same being Sunday, certain strong and spirituous liquors, wines, ale and beer, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain strong and spirituous liquor to the Grand Jury aforesaid unknown, unlawfully did sell, to one

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.

*Henry C. Bischoff*

SECOND COUNT—

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

*James Gilbert*

of the CRIME OF OFFERING AND EXPOSING FOR SALE ON SUNDAY STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows:

The said

*James Gilbert*

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, the same being Sunday, certain strong and spirituous liquors, wines, ale and beer, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain strong and spirituous liquor to the Grand Jury aforesaid unknown, unlawfully did offer and expose for sale to one

and to certain other persons whose names are to the Grand Jury aforesaid unknown, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

DE LANCEY NICOLL

District Attorney.

*Henry C. Bischoff*

0 168

**BOX:**

488

**FOLDER:**

4453

**DESCRIPTION:**

Gilmartin, Peter

**DATE:**

07/19/92



4453

211

Counsel,  
filed 19 day of July 1892  
Pleads, Not Guilty

Section 406 of the Code of Criminal Procedure, Chapter 10, Article 1, of the Constitution of the State of New York.

THE PEOPLE

vs.  
Peter Gilmartin

DE LANCEY NICOLL,  
District Attorney.

A TRUE BILL.

Edmond A. [Signature]

Foreman.  
Jury 2 - July 22, 1892  
Jury and Foreman of  
Court 30-C Degree  
Ed. J. [Signature]

Witnesses:  
Opp. News  
22 P.

Patricia Corrigan  
State Prison  
State B.  
N 52 with [Signature]

0170

Police Court— H District.

City and County } ss.:  
of New York,

Louis Cassabona

of No. 204 West 64 Street, aged 29 years,  
occupation Shoemaker being duly sworn

deposes and says, that the premises No. 456 West 57 Street, 72 Ward  
in the City and County aforesaid the said being a five story brick

dwelling and which was occupied by deponent as a shop and living apartments on the  
ground floor ~~and in which there was at the time a woman being by name~~

were BURGLARIOUSLY entered by means of forcibly breaking open  
the door leading from the hallway of the  
premises into the said living apartments

on the 6<sup>th</sup> day of July 1882 in the night time, and the  
following property feloniously taken, stolen, and carried away, viz:

A quantity of clothes and shoes of the  
value of about fifty dollars

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

John Selmartin, now here and John  
Reynolds who has already been indicted, and is  
now confined in the County Prison  
for the reasons following, to wit: That deponent securely locked  
and fastened the doors and windows leading  
into the premises about the hour of 9 o'clock A.M.  
and the property was therein. That deponent  
returned about the hour 10 30 o'clock P.M.  
and found that the premises had been  
broken open and the aforesaid property  
taken. That deponent is informed by  
Antonio Leggio, that on said day about

0171

At the hour of 10.30 o'clock P.M. on, Antonio  
saw this defendant Gilmarthin in company  
with the defendant Reynolds, coming from  
the yard of the premises. Wherefore deponer  
says that said defendant Gilmarthin be  
guilty with according to law

Summ before me  
This 13<sup>th</sup> Day of July 1894 Louis Gasabona

J. J. Keenan

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 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 1888  
Police Justice.

I have admitted the above named  
to bail to answer by the undertaking hereunto annexed.  
Dated 1888  
Police Justice.

There being no sufficient cause to believe the within named  
guilty of the offence within mentioned, I order he to be discharged.  
Dated 1888  
Police Justice.

Police Court, District,

THE PEOPLE, &c.,  
on the complaint of

vs.

1  
2  
3  
4  
5

Offence—BURGLARY.

Dated 1888

Magistrate.

Officer.

Clerk.

Witnesses,

No. Street,

No. Street,

No. Street,

\$ to answer General Sessions.

0172

Sec. 198-200

4 District Police Court.

CITY AND COUNTY }  
OF NEW YORK. } ss.

Peter Gilmarin 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. Peter Gilmarin

Question. How old are you?

Answer. 18 years

Question. Where were you born?

Answer. New York City

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

Answer. 643 West 15th Street, New York

Question. What is your business or profession?

Answer. 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  
Peter Gilmarin

Taken before me this 13 day of July 1894

J. J. Williams  
Police Justice.

0173

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 10 Hundred Dollars, ~~and~~ and be committed to the Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated July 3 1892 *J. V. Williams* Police Justice.

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

Dated.....18..... 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.

0174

211 850  
Police Court--- District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

*Louis Casselton*

*Peter Gilman*

1  
2  
3  
4

*Offense*  
*Drury*

BAILABLE,

No. 1, by \_\_\_\_\_

Residence \_\_\_\_\_ Street.

No. 2, by \_\_\_\_\_

Residence \_\_\_\_\_ Street.

No. 3, by \_\_\_\_\_

Residence \_\_\_\_\_ Street.

No. 4, by \_\_\_\_\_

Residence \_\_\_\_\_ Street.

Dated *July 13* 18*90*

*Hilbert* Magistrate.

*Morris* Officer.

*24* Precinct.

Witnesses *Louis Linggis*

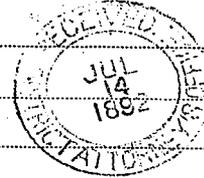
No. *207* Street.

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

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

§ *1000* to answer *J.S.*

*Comm*



0175

CITY AND COUNTY }  
OF NEW YORK, } ss.

1877.

*Antonino Di Giorgio*  
aged 36 years, occupation Shoemaker of No. 204 West 6th Street being duly sworn, deposes and says, that he has heard read the foregoing affidavit of Louis Cassabona and that the facts stated therein on information of deponent are true of deponent's own knowledge.

Sworn to before me, this 13 day of May 1897 } Antonino Di Giorgio

J. Hillman  
Police Justice.

0176

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK  
against  
Peter Sigmarin

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

Peter Sigmarin

of the CRIME OF BURGLARY in the first degree, committed as follows:

The said Peter Sigmarin,

late of the 22nd Ward of the City of New York, in the County of New York aforesaid, on the  
sixth day of July, 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

Louis Casabona

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 Louis Casabona,

in the said dwelling house then and there being, then and there feloniously and burglariously to steal,  
take and carry away,

the said Peter Sigmarin  
being then and there aided and  
assisted by a confederate actually  
present, to wit: by one John Reynolds,  
and other persons to the Grand  
Jury aforesaid unknown.

against the form of the statute in such case made and provided, and against the peace of the  
People of the State of New York and their dignity.

SECOND COUNT—

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

*Peter Sigmarthin*

of the CRIME OF Grand LARCENY in the first degree, committed as follows:

The said *Peter Sigmarthin*,

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

*divers articles of clothing and wearing apparel, of a number and description to the Grand Jury aforesaid unknown, of the value of forty dollars, and five pairs of shoes of the value of three dollars each pair,*

of the goods, chattels and personal property of one *Louis Casabona,*

in the dwelling house of the said *Louis Casabona,*

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

*Wm. Lacey Mill*  
*District Attorney*

0178

**BOX:**

488

**FOLDER:**

4453

**DESCRIPTION:**

Goldberg, Lewis

**DATE:**

07/19/92



4453

0179

**BOX:**

488

**FOLDER:**

4453

**DESCRIPTION:**

Birkhahn, Christian D.

**DATE:**

07/19/92



4453

0 180

**BOX:**

488

**FOLDER:**

4453

**DESCRIPTION:**

Cooper, Louis

**DATE:**

07/19/92



4453

0 18 1

**BOX:**

488

**FOLDER:**

4453

**DESCRIPTION:**

Ginsburg, Iraac

**DATE:**

07/19/92



4453

Witnesses

Bernard Gruber  
109 Melrose

Counsel.

Filed, 19 day of July 1892  
Pleadf. Not Guilty

~~209~~ ~~570~~ 836  
142 Vadoth Boh  
3 Melrose  
296 Grand  
W. Simpson & W. ...

THE PEOPLE

vs.

Lewis Goldberg  
Christian T. Dirkhahn  
Louis Cooper  
Isaac Ginsburg

DE LANCEY, 2nd degree  
(False Pretences)  
[Section 588, and 581, Penal Code.]

DE LANCEY NICOLL,

District Attorney.

Part I

Dec 14 1892

TRUE BILL.

For his original

*[Signature]*  
Dec 14 1892

Foreman.

on record Dist. Atty.  
indict. dist. P.S. M.

Part I

I have examined into this case with great care, and am satisfied that a conviction cannot be obtained for the reason that the representations alleged to have been made were not relied upon as shown by the subsequent conduct of the complainant. The representations being that certain Corporation was owner, in fee simple of a certain lot of land. Upon the strength of these representations complainant parted with the sum of \$8750 as he alleges: thereafter his attorney employed to search the title was informed by the officers of said company that the company had but a mere contract of purchase. Although such information was received by his attorney, the complainant paid out several hundred dollars to the defendants. I am satisfied that this case should be determined in a civil court.

J.W. Osborne  
Deputy



# 450 for two lots. I had no more talk  
 in the Park with Gusbury or Berk-  
 kahn about the lots or the land.  
 Took the 7<sup>30</sup> train for New York, &  
 on the train I had some talk with  
 Gusbury & Cooper & Berk Kahn  
 I said my offer for the lots is  
 four hundred dollars cash. He  
 said I take you up with the bank  
 fair is closed & I gave Gusbury  
 \$50 and he said that is a small  
 deposit and I said that is enough.  
 Before I gave the deposit on the train  
 I said again are you sure the com-  
 pany has a clear title and he  
 said yes. I asked him when  
 he could give a deed and he said  
 he could give a deed in three days. I  
 said I am not ready to take a  
 deed for 16 or 17 days.  
 He takes out a card & writes out  
 a receipt. Went down to the  
 Company's office & showed them  
 the card. He took the card  
 there was present Berk Kahn &  
 Cooper & Berk Kahn & I entered  
 into an agreement to buy three  
 more lots for 412<sup>50</sup> & I gave the

0 185

*The People of Genesee*

New York, November 23rd, 1892.

Hon. Delancy Nicoll,  
District Attorney of New York County,

Dear Sir:

I, Charles D. Birkhahn, of this city, who was, on or about the middle of July, 1892, indicted, with L. Cooper, L. Goldberg and I. Ginsburg, for grand larceny, would respectfully state that, on or about the beginning of July, 1891, I was induced to unite with others in the formation of a corporation, known as the Manhattan Land and Improvement Company. To induce me to so engage in the enterprise, it was represented to me that the company could purchase a tract of land in Westchester County, which was susceptible of such improvement that it could be sold to great advantage, and a fair and legitimate profit made for the company; and, believing these representations, I did go into such enterprise, and was one of the subscribers for the stock thereof.

At the organization of the company, one I. Ginsburg was chosen Treasurer, and he served as such until some time in August, when he resigned, and I was elected Treasurer in his stead.

By vote of the directors, the stockholders were, from time to time, called upon for payments on account of their subscriptions, and the sum of \$5,030 was paid in, of which amount I paid \$700, being the amount of my assessment, as called for by the Directors.

While I was Treasurer, and between the months of July and October, 1891, there came to my hands as such, - - - - \$5,030.00 paid by stockholders on account of their subscriptions, and on account of purchases of lots made by different parties, - - - - - 520.00 making - - - - - \$5,550.00

that I received as Treasurer, from all sources.

I paid out in cash as follows:

On account of purchase of the land, - - - - -	\$2,655.00
To the counsel of the company, for his services in incorporating it, searching title to land bought by the company in Westchester County and other things, - - - -	322.00
For surveying land - - - - -	420.00
To laborers and employees for opening streets, grading, paving and improving same, - - - - -	-1,930.00
For rent of office occupied by the company, for advertising, printing pamphlets and circulars, descrip- tive of the company's property and prospects, - - - - -	-1,558.18
Making - - - - -	<u>\$6,885.18</u>

cash paid out by me, in good faith, for and on account of the company, in the purchase and improvement of its property and in endeavors to market the same.

The only monies that I ever received from the company, directly or indirectly, was the sum of \$125 which was paid to me for my services as Treasurer, for 2 1/2 months, at the rate of \$50 a month, which was paid to and received by me when I supposed that the company was to succeed.

The company now owes me, in cash, - - - - - \$1,335.18 for monies actually expended by me, for the company while I was acting as its Treasurer, I having been authorized and requested by a vote of the stockholders to make any necessary advances; in addition to a considerable sum of money which I have since been compelled to pay for legal expenses in suits and proceedings brought against the company and against me, individually.

After the company had commenced its operations, I discovered that some of the stockholders were not able to pay their subscriptions for stock, as they had agreed to do, and that fact made it necessary to suspend operations, for want of means to prosecute the business of the company.

A contract was made with Mr. Bernard Amster for the sale of a certain tract of land, and part payment accepted therefor, under the belief that the Manhattan Land and Improvement Company would be able to perfect the title and transfer the property. The failure to do so was in no way due to any fault on my part, but was caused by the neglect, on the part of the stockholders, to contribute the amounts due on the stock subscribed for by them.

Mr. Amster, upon whose complaint I was indicted, will corroborate the statement that I was desirous of refunding him the amount due him from the company, but was prevented from doing so by the other directors, who refused to contribute towards that purpose.

As I have stated, I have derived no benefit whatever, directly or indirectly, from my connection with the company, except by the receipt of \$125 for my services as Treasurer, drawn in good faith, for services actually rendered, while I supposed the company was to be a success; and I have lost in money, besides my stock subscription of \$700, more than the sum of \$1,335.18, as I have stated; and I have been guilty of no fraud, deception or imposition of any sort, upon any party, in reference to any of the business or transactions of the company.

I submit, in view of these circumstances, and in consideration of the fact that I had been, at the time the company was so formed, less than a month in this country, and was entirely ignorant of its language, whether, having been myself imposed upon by the originators of the company, and subjected to such a financial loss, I ought now

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to be put to the bar and tried as a criminal.

I can at any time convince you or any one of your assistants of the truthfulness of all of these statements.

Very Respectfully Yours,

*Charles D. Birkhahn*

City and County of New York, ss:

Charles D. Birkhahn being duly sworn, says he is the petitioner above named, that he has read the foregoing statement and the same is true to his own knowledge, except as to the matters that are therein stated to be alleged on information and belief, and as to those matters that he believes it to be true.

Sworn to before me this )

23rd day of November, 1892. )

*John P. ...*  
Notary Public, //

*Charles D. Birkhahn*

New York Co.

STENOGRAPHER'S MINUTES.

*Third District Police Court*

*Bernard Amster*  
vs  
*Isaac G. Smith and Lewis Cooper*

BEFORE

*John*  
*Charles N. Taintor*

*June 30<sup>th</sup> 1892*

WITNESSES.

Direct. Cross. Re-Direct. Re-Cross.

*Copy of Testimony of*  
*Bernard Amster and*  
*William Grossman*

*20*

0 19 1

1

New York June 30th 1892.

THIRD DISTRICT POLICE COURT

Hon. Charles N. Taintor,  
Presiding Justice.

-----x  
BERNARD AMTSEER

--vs--

Isaac Ginsberg and Louis Cooper.  
-----x

BERNARD AMSTER, being duly sworn, deposes and  
says:

I live at No. 109 Willett Street, I am a custom peddler.

Q. Do you know the defendants, Carpenter and Ginsberg?

A. Yes sir.

Q. On the 6th of July 1891, did you meet them? A. Yes sir.

Q. Where? A. Delecta Park, White Plains.

Q. Did you see them at No. 260 Grand Street, New York City?

A. Yes sir.

Q. Did you pay them money? A. Yes sir, \$87.50.

Q. What did they say before you paid that money?

A. I spoke to these men, Ginsberg and Carpenter.

Q. Tell me what was said between you? A. The words were said that I bought 5 lots (of land) for \$812.50 I saw them lots at Delecta Park; I was coming on the train and talked on the train with Ginsberg. He said do you like the lots you saw in Delecta Park, I said I like them very well.

Q. Tell us what he said? A. I said I like the lots very well, I asked him how much do you ask, he asked \$225 for the corner lot.

Q. Which lots did you buy? A. I bought them from these two defendants, he said he owned the lots, when we were in the park and on the train. Mr. Carpenter and Mr. Ginsberg were both in the park that day and Mr. Berkhou.

Q. You paid your money at No. 260 Grand Street?

A. They were in the Delecta Park when I went there to see the lots, I said I liked them very well, I made a bargain.

Q. You went on the train with Mr. Ginsberg?

A. To New York City, yes sir, to his Grand Street office.

- Q. Who were in the office? A. Leo Leight and Mr. Goldberg.
- Q. What did they say? A. Mr. Ginsberg was not there then. I gave him the deposit and he gave me a card that he received the money, \$50. deposit.
- Q. For what? A. Two lots, and a deposit on the two lots.
- Q. When you got to Grand Street, whom did you give the card to? A. Mr. Cooper, Mr. Burkhaut and Mr. Goldberg.
- Q. Tell the Court what else took place?
- A. I handed that and the three said maybe you want to buy more, I said when you give it cheaper; Cooper and the other two were there, Ginsberg was not there, I cannot say sure, I cannot tell.
- Q. What else? A. How do you like the other two lots; I said if you give me the lots cheaper--I offered \$275. dollars for the other two lots. Cooper, Berkhou and Goldberg and I talked to the three, if they would let me have it for \$275, then I gave them a deposit of \$25.
- Q. Who received that money? A. Cooper, he received it; I said then if you let me have five lots for the same money, I will buy them, so he let me have them for the same money and I gave him \$12.50 on the other lots, that is \$87.50

0194

4

Q. To whom did you pay the next money? A. Mr. Cooper.

Q. Did you get a deed of the property? A. No sir.

Q. What did you do?

A. I bought the 5 lots; I bought the 5 lots for my nephew, I asked does the land belong to you, in the office in Delecta Park, does the land belong to you, they said, yes, when I buy from you how much can you give me off, 10 percent, I said can you give me a clear title. Mr. Ginsberg was in Delecta Park but not in the office and treated me to beer, he may have been at the office; he talked with me about it.

Q. Did he say he had a clear title to the property?

A. Yes sir.

Q. Who was there at Delecta Park? A. Cooper, Ginsberg and Berkhaut, with them three I talked together. I asked did the land belong to you, they said yes and when I buy the land they could give me a clear title within a week or two, that was before I paid the \$50, in the park.

BY THE COURT

Q. Did you ever get a deed of the property? A. No sir.

Q. Did you ever ask for it? A. I staid all the week home and I asked after the 6th of July.

Q. Did you ask for the Deed? A. Yes sir, I went into the office and asked them in the office, Cooper, Ginsberg, Goldberg and Berkhaut, he gave me the ~~xxxxixxxx~~ contract

Q. How often did you ask him for the deed? .

A. I asked him after the 6th of July. On the 13th and 14th of July Mr. Ginsberg was there.

Q. Did you get a Deed? A. No sir.

Q. Did they give you any paper relating to this purchase?

A. Yes sir.

Q. When? A. On the 6th of July they promised me it in two weeks; about 16 or 17 days.

Q. Did you have a lawyer draw any agreement for you?

A. No sir.

Q. Did you have a lawyer draw the agreement? A. No sir.

Q. Did you sign any paper? A. Yes sir.

Q. Who wrote it? A. Goldberg; Leight signed it.

Q. Where it that paper? A. I gave it to my Attorney, Grossman, the last of August 1891.

Q. When you paid the \$87.50 did you get a receipt?

A. No, no paper, nothing at all.

Q. If they had not told you they were the owners and could give you good title you would not have paid the money? ~~xxxxxxxxxxx~~

0 196

6

- A. Yes sir, I paid the money on that condition.
- Q. Is that all the money you paid on account of the 5 lots? A. Yes sir.
- Q. How much did you pay altogether? A. \$231.50 Two hundred and thirty one dollars and fifty cents.
- Q. Why did you not pay the balance? A. I was to pay it when they gave the Deed.
- Q. When did you pay the (\$144) One hundred and forty four dollars? A. Sept. 5th/91.
- Q. Did they give you a writing then? A. Another contract.
- Q. Did you know what that was? A. Yes sir.
- Q. That is the paper? Who was your attorney?  
A. Mr. Grossman.
- Q. Did you have an Attorney when you got that paper?  
A. Yes sir.
- Q. Did you ever get a Deed? A. They promised it, no.
- Q. Why did you not get it? A. I do not know, I asked for it, I went every week.
- Q. Did they tell why they could not give it after the contract was made? A. I asked for the first one.
- Q. After the 5th of Sept. contract did you ever ask for a Deed? A. Yes sir, I asked on the 7th of October

I was in the office, Mr. Cooper and Goldberg were there, Mr. Ginsberg was not there.

Q. Did you get any Deed? A. No sir.

Q. What did they say for not giving it? A. My Attorney said he was not ready searching that place.

Q. Did you ever ask for a Deed after that?

A. It was adjourned to the 13th of October.

Q. Did you get it then? A. No, My Attorney said there must be something the matter between the company, I began to feel something was wrong, my attorney said you can wait till the 27th of October.

Q. Did you get it then? A. Then I went with my attorney to their office in Grand Street and waited for an hour no one was there; I said what is the matter? I was going with him to the President, I had the money ready to pay; my attorney saw the money that I was ready to pay; he showed it to the President.

Q. Did you ever get any Deed? A. No sir.

Q. You say that they represented that they had a good title to this property and would give a good title to you, and you found out they did not own the property, how did you find it out?

A. The President said we cannot give you the title to the property because we have not the title ourselves, I said I will take you to my attorney; I did not know why they had no deed. My Attorney said to me I have found out from the President they had no deed, I would not give him 5 cents if I knew knew that; the President said to me that he would guarantee that he would give me a deed after election, I said I want nothing to do with these people, it is a swindle, I will give you an order to sue them.

CROSS- EXAMINATION

- Q. When did you first talk with Mr. Ginsberg about this property? A. At Delecta Park.
- Q. That was the first time? A. Yes sir.
- Q. Did you meet him there by accident or had it been arranged that you should meet him? A. By accident.
- Q. Was his wife with him? A. No sir.
- Q. Who was with him when you first met him at Delecta Park? A. I saw there many people.
- Q. Who was with him? A. Cooper and Burkhaut.
- Q. Were they talking together? A. Yes sir, I said

I like to buy three lots when you give them to me for that price.

- Q. Did they make a price for you then and there? A. Yes sir
- Q. Who made it? A. All three made it.
- Q. Did all three make it at one time? Who gave you the figures? A. Mr. Ginsberg.
- Q. Did he have any paper from which he told you how much they were? A. No sir.
- Q. Did you then say you would buy them? A. I said I like to buy but not for that price, he then went away.
- Q. Did you go with him to the cars? A. No he went alone..
- Q. You met him on the cars? A. He met me I got in the same car. .
- Q. Who started yhe conversation about the Lots?  
A. Mr. Ginsberg.
- Q. What did he say to you about them? A. He said that he wanted \$225. for the corner lots and \$200 for the next.
- Q. You understood that he did not own them, you knew if anyone owned them it was a company?  
A. No, I know that he never said he had title.
- Q. Then when you left Delecta Park no bargain was made?

0200

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A. No sir.

Q. Afterwards you met Ginsberg on the cars and you asked him for the price of the lots and he said the corner lot was so much, what did you do then?

A. I said I did not care for that if it costs Four hundred dollars, I would buy them, he talked with Cooper and Burkhou.

Q. Were they in the car with him?                      A. They were on the other side.

Q. Then what took place?                      A. Mr. Ginsberg did not want to give it for Four hundred dollars; the bargain was made, they said I could have them for \$400, I took (\$50.) Fifty dollars out of my pocket and deposited that.

Q. How much did you have with you?                      A. I did not count it all, I know I paid him Fifty dollars in bills, two 20's and one ten dollars bill and the car was going.

Q. What did Ginsberg do with them?                      A. He put the money in his pocket and gave me a receipt.

Q. Was it in English?                      A. Yes sir.

Q. Did he write it standing?                      A. Sitting down with a lead pencil, he signed his name to it.

0201

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- Q. You knew he did not own the property? A. I knew  
the three owned it.
- Q. Did you know the company owned it if anyone did?  
A. Yes sir.
- Q. Mr. Ginsberg did not sign the company's name?  
A. Only his own "I? Ginsberg."
- Q. What did you do with the card? You did not go to  
Grand Street? A. I went home.
- Q. When did you go to Grand Street, No. 200?  
A. I was coming <sup>home</sup> and after that to Grand St. the next  
morning at ten or eleven o'clock.
- Q. What did you go therefor? A. To make the contract
- Q. Did you make the contract? A. Yes sir, July 6th  
1891.
- Q. Who was there July 6th 1891? A. Mr. Cooper,  
Mr. Burkhat and Mr. Leight.
- Q. Was Mr. Ginsberg there? A. I cannot swaar to that  
I am not sure.
- Q. If he had been there you would have remembered it?  
A. Yes sir, maybe he was ~~xxx~~ maybe he was not.
- Q. You were there on July 6th? A. Yes sir, I was  
there.

- Q. Who wrote the contract?                   A. Leight, he came and read it through and signed it, he wrote the contract, Goldberg had been writing a contract for those lots; I bought three more lots.
- Q. You did not buy them the day you went to Delecta Park?
- A. No sir.
- Q. But in the office when Ginsberg was not there? A. No sir.
- Q. You made a contract for these (5) five lots, did you get any paper from anyone showing how much you had paid on account?                   A. I gave that card up the time I bought in the office the three other lots.
- Q. You first paid \$50. and \$25. and then \$12.50?
- A. Yes sir.
- Q. What did you get?                   A. They made a contract and I signed it.
- Q. Where is that contract?                   A. I have it, I gave that contract to my attorney.
- Q. That contract you made July 6th/91 you gave to your attorney?                   A. Yes sir.
- Q. Under the contract of July 6th when were you to get your deed?                   A. Sixteen or 17 days after that.
- Q. You did not get it?                   A. No sir.

Q. Why did you go and make another contract Sept. 5th?

A. The people fooled me from one week to another so I took this to Mr. Grossman and told him they fooled me from one week to another; that if I did not pay my money on the 1st of Sept. I would lose all my deposit. I said you go and search that place and give me a clear title. I would pay him.

Q. You went there and made this contract Sept. 5th 1891?

A. Yes sir.

Q. Under this contract you were to get the deed on the 7th of October? A. Yes sir.

Q. Why did they fix the 7th of October?

A. My Attorney was searching the place and it would take six weeks.

Q. Why was it not made on the 5th or 6th of October?

A. I said to my attorney I would make on the 20th of Sept. I could not come home before.

Q. What did they say when you suggested the 20th of Sept.?

A. Mr. Cooper and Goldberg they spoke; I did not know what they said.

Q. What did they say when they came out of the room?

A. The best thing we could do is to make it the 15th of

October. I said make me the time. I want to know the sure time.

Q. Did they tell you the reason for fixing the 7th of October was that the title was to be given them on the 6th of October?

A. No sir.

Q. Did your attorney tell you he was so informed? A. No sir.

Q. What did he say? A. Nothing about it.

Q. Did you see the people in the room talk to your attorney when they came out of the room? A. No they did not.

Q. Have you told everything on cross-examination that took place with reference to this transaction? A. Yes sir.

Q. You told me everything? A. You did not tell me anything about a conversation with reference to the ownership of the property. Where did that take place?

A. In Delecta Park.

Q. How did you come to ask about the title?

A. Because when I buy lots I want to know that the land belongs to them.

Q. If you came to me and wanted to buy a house would you ask me if I owned the house? A. I would do that.

Q. That was in Delecta Park before you put down any money?

A. Yes sir.

BY THE COURT:

Q. Did you know Ginsberg, Cooper or any of these men?

A. No I met them I was going to buy some lots.

Q. Who sent you? A. A man came to me.

Q. Did Ginsberg ask you go to Delecta Park to buy lots?

A. No sir.

Q. And when you could not agree on a price he left and by accident you met him in the car? A. Yes sir.

Q. He did not induce you to buy the lots? A. No sir.

Q. He did not induce you to part with your money? A. No sir.

Q. When you were in the car with Ginsberg did you pay him the money voluntarily or did he ask you for the money?

A. He said he was talking to them and said "give it to him for Four hundred dollars", he gave me his hand and said the bargain is closed, so I gave him the money.

Q. Did he ask you for it? A. No he took the money after that conversation and wrote the receipt.

Q. After he told you the lots would be Four hundred dollars you gave him the money? A. Yes sir.

Q. What day of the week was it ~~that~~ you saw these men at Delecta Park? A. On the 5th day of July/91.

- Q. What day of the week was it? A. Monday.
- Q. When did you see tlm at Delecta Park, was it Monday?
- A. On the next day we make the contract--the 6th of July we make the bargain.
- Q. When was the bargain made, was it on eht 6th of July?
- A. On the 6th of July.
- Q. It was not on Sunday? A. No sir.
- Q. Did you see in the cars any women and chikdfen? A. Yes sir, women and children all kinds of people.
- Q. You testified before tha it was on the 6th of July you paid t is money?
- A. The day after, on the 6th of July 1891 I made the bargain, the next morning I paid the other money.
- Q. When you testified before that you gave him \$37.50 on the 6th of July were you telling the truth?
- A. The next morning after the fifty dollars was paid, on the 6th of July I paid the (\$37.50) thirty seven dollars and fifty cents.
- Q. When did you return from Delecta Park? A. In the evening, dark.
- Q. Was it eight o'clock? A. We missed a ~~train~~ train

- Q. It was about twelve o'clock? A. Eight(8) or nine(9)
- Q. Who went to Delecta Park with you? A. I went myself and my son, no one else.
- Q. Is your son here--did you see Cooper there? A. Yes sir, he was the head man.
- Q. Did you see his wife? A. No sir.
- Q. You saw children and women there? A. I saw people not children--not in the park.
- Q. You say that on the 7th you got the agreement?
- A. Yes sir. Q. On the 7th you got an agreement and in one or two weeks they were to give you the Deed for the land on that day you paid the money? A. Yes sir.
- Q. When did you pay the balance? A. When that was made.
- Q. Two weeks after the 7th you went to the office and asked for a Deed? A. They said they could not give me a Deed, "We have no Charter yet" they said.
- Q. After the expiration of two(2) weeks did you ask again?
- A. Several times.
- Q. What did they say? A. The stamp, is not ready, the lawyer's wife is sick, they said the Charter is ready.
- Q. Did you not become suspicious that there was something

wrong? A. No, I took my attorney.

Q. From the 6th of July to the 6th of Sept. you went there and they said one thing one day and another thing the next day, and you paid a hundred and forty four (144) dollars?

A. I said I would take a lawyer and he would see what the matter was; something is the matter I cannot get my Deed, he would leave the price of the search to me he said.

Q. Your lawyer said it was all right you could pay the \$144.?

A. Yes sir, they asked for more money.

Q. Why did you not demand the deed at that time?

A. Because I took him (the lawyer) to search the place.

Q. Did you say before that, on the seventh, the search was not ready?

A. No it was not ready.

Q. Would you have taken a Deed on the 7th of October notwithstanding that the search was not ready?

A. Yes sir, they said they would make it on the 5th.

Q. If it was not ready would you have taken the Deed that day?

A. Sure, I was ready.

0209

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Q. Why would you have taken it (the Deed) on the 7th of October when the search was not ready?

A. I would have taken it at any time.

Q. Is this the first time you made any claim for the money you paid these defendants?

BY THE COURT

Q. Is No. 260 Grand Street, this company?

A. Yes sir, they had a sign there.  
contract?

Q. Did you ever sue on this ~~company~~? A. I gave the order to Mr. Grossman, I got a judgment against the company.

Q. Was Mr. Ginsberg there when that was signed, Sept. 5th, when it was signed? A. No sir.

Q. When he paid this additional money was he there?

A. No sir.

Q. Was Cooper there? A. He received about \$240. about the 15th of September.

Q. How you tried to collect this judgment? A. Yes sir.

Q. When did you find out these people did not own this property? A. October 27th by my attorney.

Sworn to before me this  
30th day of June 1892.

WILLIAM GROSSMAN, being duly sworn deposes and says:

I am a lawyer.

Q. Were you employed to search the title of the Manhattan Land and Improvement ~~Building~~ Building Association at Delecta Park?

A. Yes sir. I searched in the months of September and October 1891, I found they had no title to property in Delecta Park or any other property in Westchester County.

CROSS EXAMINATION

Q. You were present with the complainant when the contract was drawn? A. The last one, yes sir.

Q. Ginsberg present? A. I did not see him.

Q. Were you informed at that time by any one present that the Corporation had no title to the property but had it under contract--you were his attorney?

A. I was and drew the contract Sept. 5th at the request of both parties.

Q. At the expiration of the 16th days contract, you were his attorney? A. I was

Q. Did you know that this Company held this property only

under contract?

A. I was so informed by Goldberg.

Q. Did you tell the complainant that?

A. I do

not know whether I told him or not, I told him possibly what they said to me I do not remember telling him I do not believe I told him they had so informed me.

Q. Was the money paid to the Company on that day?

A. Some \$87.00 had been paid before; the balance was paid on that day.

Q. Was that the reason that this contract was fixed on October 7th?

A. They requested that; Goldberg said they could not take title until the 6th of October and they could not give the Deed till the 7th of October, I said any day will suit me.

Q. When were you employed by him?

A. A few days

before that.

Q. You do not know that you told him?

A. I do

not know that I did.

Q. Do you know whether he knew this property was owned by these people?

A. He did not tell me that

he had any knowledge of it.

- Q. Do you know whether the property was held under contract only?                   A. He thought they owned the property, he told me he did not hear that remark that they owned the property by contract.
- Q. Do you know the officers of the Company?                   A. Yes sir.
- Q. Do you know who the Directors were?                   A. They had a pass book, I had a copy in my office.
- Q. Were the defendants named as Directors?
- A. He, Ginsberg and Cooper were officers.
- Q. Was the money paid at the signing of the contract?
- A. Yes sir.
- Q. After that they told you they were going to take title on the 6th of July?                   A. Yes sir.
- Q. Who received the \$144. dollars?                   A. I think Goldberg
- Q. Did you hear any of these defendants say that they held the property by contract?                   A. No sir, Mr. Goldberg and Cooper were there.
- Q. This contract of September acknowledging the receipt of \$231. that included all he paid previously?
- A. Yes sir that included everything.
- Q. An action was brought on this contract?                   A. Yes sir.

02 13

23

Q. An action for breach of contract?      A. There is  
an action to recover the deposits--we got judgment.

Sworn to before me  
this 30th day of June 1892.

POLICE JUSTICE

0214

No. 3

Form 29.

Names of Parties against whom Judgments have been obtained.

Names of Parties in whose favor Judgments have been obtained.

*The Manhattan  
Land Improvement  
& Building Company*

*Bernard Amster*

Damages and Costs.

Time of Filing.

Attorney's Name.

When Satisfied.

*\$*  
*475.46*

*April 30<sup>th</sup> 92*  
at  
*11 o'clock and 12 min.*  
*A. M.*

*Louis T  
Vorhaus*

*[Signature]*

CLERK'S OFFICE, NEW YORK COUNTY.

NEW YORK, *Dec. 5,* 189*2*

I, **WILLIAM J. MCKENNA**, Clerk of the County of New York, do hereby certify that the foregoing is a correct transcript from the Docket of Judgments kept in my office, of a Judgment rendered in the Supreme Court of the State of New York, for said County.

*[Signature]*

*[Signature]*

Clerk.

02 15

State of New York,  
City and County of New York, ) ss.

Bernhard Amster

of No. 109 Willett Street, being duly sworn, deposes and says,

that Louis Cooper (now present) is the person of the name of

Kupper mentioned in deponent's affidavit of the 25<sup>th</sup>

day of June, 1892 hereunto annexed.

Sworn to before me, this 27

day of June 1892

Bernhard Amster

Charles Nantta POLICE JUSTICE.

02 16

MANHATTAN  
Land Improvement & Building  
COMPANY.

MAIN OFFICE:

260 Grand Street,

OPPOSITE  
LORD & TAYLOR'S.

NEW YORK.

0217

State of New York,  
City and County of New York, ) ss.

*Bernard Austin*

of No. *109 William* Street, being duly sworn, deposes and says,  
that *Lewis Goldberg* (now present) is the person of the name of  
*Goldberg* mentioned in deponent's affidavit of the *25*  
day of *June*, 189*2* hereunto annexed.

Sworn to before me, this  
day of \_\_\_\_\_ 189*2*

..... POLICE JUSTICE.

02 18

State of New York,  
City and County of New York, ) ss.

*Bernhard Amster*

of No. *109 Willett* Street, being duly sworn, deposes and says,  
that *Charles O. Berkman* (now present) is the person of the name of  
*Berkman* mentioned in deponent's affidavit of the *25*  
day of *June*, 189*2* hereunto annexed.

Sworn to before me, this \_\_\_\_\_  
day of \_\_\_\_\_, 189*2*

..... POLICE JUSTICE.

0219

Sec. 568

1843

District Police Court.

Undertaking to Answer.

CITY AND COUNTY OF NEW YORK, ss.

An order having been made on the 30 day of June 1897, by Charles H. Damon Police Justice of the City of New York, that Louis Cooper be held to answer upon a charge of

Grand Larceny upon which he has been duly admitted to bail in the sum of Five Hundred Dollars.

WE Louis Cooper Defendant of No. 64 West 113th Street, Occupation Agent; and M. H. Talk of No. 39 Canal Street, Occupation Lawyer

Surety, hereby undertake jointly and severally that the above-named Louis Cooper shall appear and answer the charge above-mentioned, in whatever Court it may be prosecuted; and shall at all times render himself amenable to the orders and process of the Court; and if convicted, shall appear for judgment, and render himself in execution thereof; or if he fail to perform either of these conditions, that we will pay to the People of the State of New York the sum of Five Hundred Dollars.

Taken and acknowledged before me this 30 day of May 1897 Charles H. Damon POLICE JUSTICE. Louis Cooper M. H. Talk

0220

City and County of New York, ss.

*Sworn to before me this*  
*2*  
*189*  
*James H. Hamilton*  
Police Justice.

the within-named Bail and Surety, being duly sworn, says, that he is a resident and holder within the said County and State, and is worth Five Hundred Dollars, exclusive of property exempt from execution, and over and above the amount of all his debts and liabilities, and that his property consists of some 100 ft of land situated # 34 Canal Street with \$7,000 clear  
Co. Canal City  
Priority Trust

THE PEOPLE, &c.  
ON THE COMPLAINT OF

vs.

Taken the ..... day of ..... 189

Justice.

Filed ..... day of ..... 189

Undertaking to Answer.

0221

Sec. 568.

3

District Police Court.

1343

Undertaking to Answer.

CITY AND COUNTY OF NEW YORK, ss.

An order having been made on the 30th day of June 1897, by Charles A. Smith, Police Justice of the City of New York, that Isaac Ginsberg be held to answer upon a charge of Grand Larceny

upon which he has been duly admitted to bail in the sum of Five Hundred Dollars.

WE, Isaac Ginsberg, Defendant of No. 74 Lewis

Albany Street, Occupation Merchant; and

David Bloom of No. 10 Canal Street,

Occupation Merchant, Surety, hereby undertake jointly and severally

that the above-named Isaac Ginsberg shall appear and answer the charge

above-mentioned, in whatever Court it may be prosecuted; and shall at all times render himself amenable

to the orders and process of the Court; and if convicted, shall appear for judgment, and render himself in

execution thereof; or if he fail to perform either of these conditions, that we will pay to the People of the

State of New York the sum of Five Hundred Dollars.

Done and acknowledged before me this

30th day of June 1897

Charles A. Smith

Isaac Ginsberg

D. Bloom

POLICE JUSTICE.

0222

City and County of New York, ss.

David Bloom  
Free

the within-named Bail and Surety, being duly sworn, says, that he is a resident and holder within the said County and State, and is worth Five Hundred Dollars, exclusive of property exempt from execution and over and above the amount of all his debts and liabilities, and that his property consists of

a house and lot of land situated at no 95 Kewal Street in said city valued at twenty thousand dollars free and clear  
D Bloom

Sworn to before me this  
day of  
March  
1881  
Charles H. ...  
POLICE JUSTICE.

Undertaking to Answer.  
THE PEOPLE, &c.  
ON THE COMPLAINT OF  
vs.

Taken the ..... day of ..... 189  
Justice.  
Filed ..... day of ..... 189

0223

(1885)

Police Court—Third District.

Affidavit—Larceny.

City and County }  
of New York, } ss.

Bernhard Amster

of No. 109 Willett Street, aged 49 years,  
occupation peddler being duly sworn,

deposes and says, that on the 6<sup>th</sup> day of July 1891 at the City of New York, in the County of New York, was feloniously taken, stolen and carried away from the possession of deponent, in the day time, the following property, viz: fifty dollars,  
eighty seven 507.00 dollars.

Sworn to before me, this  
1891  
day

Police Justice

the property of this deponent, good & lawful money  
of the United States of America

and that this deponent  
has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen  
and carried away by Charles D. Berkman

Leurs Goldberg, Kupper, and  
Ginsburg, at No. 60 Grand Street  
in the City of New York, the defendants falsely  
fraudulently & feloniously represented to  
deponent that ~~deponent~~ they ~~are~~ owned certain  
land and real estate under the name  
of the Manhattan Land Improvement  
Building Association Company, at Debeta  
Park near White Plains, in Westchester  
County, State of New York, had good title  
thereto, owned the same & could give de-  
ponent good title & a warrant deed  
within three days & could & would then  
guarantee the title to any lots which  
deponent would purchase. The defendants  
with the intent to cheat & defraud this

deponent, represented unto this deponent, that they were the actual owners of the said land & property, & could sell to this deponent any part thereof; that deponent believing such representations and relying thereon, did purchase five lots from the said defendants, for the price or sum of eight hundred and twelve 50/100 Dollars & did then & there pay on account of such purchase money the aforesaid sum of eight seven 50/100 Dollars, that since then deponent has ascertained and the said defendants have admitted to deponent that they never had any title or ownership, nor ever had or held a deed of the land or property at Selecta, near White Plains; and only made ~~such~~ the aforesaid representations to induce this deponent to purchase said lands & to pay said money, and that at the time of the making of the said representations (as aforesaid) the defendants well knew then they did not own said land, had no deed thereof, & had no title thereto, & that deponent ~~did not~~ would not have parted with his title had he not believed the representations of the defendants. That said sum of eight seven 50/100 Dollars has never been returned to deponent.

Sworn to before me  
 this ~~25th~~ <sup>25th</sup> day of June 1892

Bernard Amador

Charles L. Smith

Police Justice

0225

Sec. 198-200.

District Police Court

CITY AND COUNTY }  
OF NEW YORK, } ss.

*Charles D Burkham* 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.

*Charles D Burkham*

Question. How old are you?

Answer.

*48 years*

Question. Where were you born?

Answer.

*Russia*

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

Answer.

*223 East 81st St 1 Mo.*

Question. What is your business or profession?

Answer.

*Real Estate*

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*

*Charles D Burkham*

Taken before me this  
day of *May*

Police Justice

0226

Sec. 198-200.

District Police Court

CITY AND COUNTY OF NEW YORK

*Louis Cooper*

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. *Louis Cooper*

Question. How old are you?

Answer. *34 years*

Question. Where were you born?

Answer. *Russia Poland*

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

Answer. *64 Rutter St 4 months*

Question. What is your business or profession?

Answer. *Agent*

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*

*Louis Cooper*

Taken before me this  
day of *June* 1913  
*Charles A. Stewart*  
Police Justice

0227

Sec. 198-200.

3 District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss.

*Isaac Ginsberg* 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 in the trial.

Question. What is your name?

Answer.

*Isaac Ginsberg*

Question. How old are you?

Answer.

*42 years*

Question. Where were you born?

Answer.

*Russia*

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

Answer.

*74 Lewis Ave Brooklyn New York*

Question. What is your business or profession?

Answer.

*Dry Goods*

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*

*Isaac Ginsberg*

Taken before me this

day of *Sept* 188*8*

*Markus ...*

Police Justice

0228

Sec. 151.

CITY AND COUNTY  
OF NEW YORK, } ss.

Police Court 3rd District.

In the name of the People of the State of New York; To the Sheriff of the County of New York, or any Marshal or Policeman of the City of New York:

Whereas, Complaint in writing, and upon oath, has been made before the undersigned, one of the Police Justices for the City of New York, by Benjamin C. Lester of No. 109 W. 11th Street, that on the 6th day of July 1891, at the City of New York, in the County of New York, the following article, to wit:

Good and lawful money of the United States of the value of sixty seven 50/100 Dollars, the property of Complainant

w<sup>as</sup> taken, stolen and carried away, and as the said Complainant has cause to suspect, and does suspect and believe, by Benjamin Goldfarb, Kuper and Ginsburg

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

These are Therefore, in the name of the PEOPLE of the State of New York, to command you the said Sheriff, Marshals and ~~Policemen~~, and every of you, to apprehend the body of the said Defendant and forthwith bring him before me, at the 3rd 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 25th day of June 1891  
Charles M. Fairbank POLICE JUSTICE

0229

Police Court.....District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

vs.

Warrant-Larceny.

Dated June 25<sup>th</sup> 1892

Hunter Magistrate.

Ragan Officer.

The Defendant.....  
taken, and brought before the Magistrate, to  
answer the within charge, pursuant to the  
command contained in this Warrant.

Officer.

Dated.....189

This Warrant may be executed on Sunday  
or at night.

Police Justice.

June 27/92

34

W

Russia

64 Rutger St.

June 28-92

Isaac Gustberg

42-4p

Russia

Big yards

W

74 Lewis St

Brooklyn

July 6th 92

Louis Greenberg

305 Russia

Bro. Factory

W

107 E. 102<sup>nd</sup> St

Charles W. Benschke

48-4p

Russia

Avs. D. 100<sup>th</sup> St.

W

225 E. 11<sup>th</sup> St

0230

Sec. 192.

District Police Court.

Undertaking to Appear during the Examination.

CITY AND COUNTY OF NEW YORK, ss:

An information having been laid before Justice of the City of New York, charging with the offense of

and he having been brought before said Justice for an examination of said charge, and it having been made to appear to the satisfaction of said Justice that said examination should be adjourned to some other day, and the hearing thereof having been adjourned,

Isaac Ginsberg Defendant of No. 446 Louis St Brooklyn Street, by occupation a Merchant David Blom and of No. 75 Canal Street, by occupation a Merchant Surety, hereby jointly and severally undertake that the above-named Defendant shall personally appear before the said Justice, at the District Police Court in the City of New York, during the said examination, or that we will pay to the People of the State of New York the sum of Hundred Dollars.

Taken and acknowledged before me this day of

Isaac Ginsberg David Blom Charles Nainton Police Justice.

0231

City and County of New York, ss:

*David Bloom*  
Police Justice.

Sworn before me on this 1st day of May 1891

*David Bloom*

the within-named Bail and Surety, being duly sworn, says, that he is a resident and holder within the said County and State and is worth *Five Hundred Dollars,*

exclusive of property exempt from execution, and over and above the amount of all his debts and liabilities, and that his property consists of *One house and lot of land No 43 Canal St. East*

*Fourth thousand Dollars*

*Frederic Clear,*  
*David Bloom*

District Police Court.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

Underlying to appear during the Examination.

vs.

Taken the ..... day of ..... 189

Justice.

0232

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

*Isaac Ginsberg* *Lewis Cooper*

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

Dated, *June 30* 189*7* *Charles N. Taintor* Police Justice.

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

*Isaac Ginsberg* *Lewis Cooper*

Dated, *June 30* 189*7* *Charles N. Taintor* Police Justice.

There being no sufficient cause to believe the within named

guilty of the offense within mentioned, I order he to be discharged.

Dated, \_\_\_\_\_ 189 \_\_\_\_\_ Police Justice.

0233

\$1000 Ex Emerg. get me (14) 207-1 of (331)  
30--- Police Court, District.

THE PEOPLE, &c.  
ON THE COMPLAINT

Bernard Amster

1  
2 Louis Leary  
3 Isaac Ginsberg

Dated, June 30 1892  
Amster Magistrate.  
Leary Officer.  
Ginsberg Precinct.

BAILED, Morris - Folk  
No. 1, by 39 Canal Street.

No. 2, by David Bloom  
Residence 75 Canal Street.

No. 3, by Morris - Folk  
Residence 39 Canal Street.

No. 4, by  
Residence Street.

Witnesses  
No. Street.  
No. Street.

No. 500 68 Street.  
\$500 to answer

No. 1 can Bail  
No. 2 Bailed

0234

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

Goldberg <sup>was</sup> Charles Burkholder

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

Dated July 6 1896 A. Hoffman Police Justice.

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

Dated July 6 1897 A. Hoffman Police Justice.

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

Dated \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

0235

836 710  
Police Court--- District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

*Emanuel Amster*  
*109 N. 10th St.*  
*Henry Goldberg*  
*Charles D. Burkholder*  
*Louis Cooper*  
*Isaac Gumburg*

*Maud [unclear]*  
of [unclear]

Dated *July 6* 1892  
*Hogum* Magistrate.  
*Hogum* Officer.  
*Christ* Precinct.

Witnesses *Wm Grossman*  
*252 Delancey St.*  
*See the order hereto*

*attached*  
*Adolph [unclear]* Street.  
*Wesley [unclear]* 200 Broadway  
*San [unclear]* Street.



*500. Chas [unclear]*  
*Bailed 297 Church St*  
*August P. Wagener, 59 2nd Ave*  
*Attorney for Complainant*

BAILED.

No. 1, by *Roranna Rosenfeld*  
Residence *205-B Broadway Street.*

No. 2, by *Roranna Rosenfeld*  
Residence *205-B Broadway Street.*

No. 3, by *Mositz Folk*  
Residence *39 Canal Street.*

No. 4, by *David Bloom*  
Residence *75 Canal Street.*

0236

Sec. 568

1843

3

District Police Court.

Undertaking to Answer.

CITY AND COUNTY OF NEW YORK, } ss.

An order having been made on the 10th day of July 1892 by

Edward J. Hogan Police Justice of the City of New York, that

Charles D. Burkahn be held to answer upon a charge of

Larceny

upon which he has been duly admitted to bail in the sum of Four Hundred Dollars.

I, WE, Charles D. Burkahn Defendant of No. 225-

81st Street, Occupation Real Estate; and

Pranma Rosenfeld of No. 205-B Broadway Street,

Occupation None Surety, hereby undertake jointly and severally

that the above-named Charles D. Burkahn shall appear and answer the charge

above-mentioned, in whatever Court it may be prosecuted; and shall at all times render himself amenable

to the orders and process of the Court; and if convicted, shall appear for judgment, and render himself in

execution thereof; or if he fail to perform either of these conditions, that we will pay to the People of the

State of New York the sum of Five Hundred Dollars.

Taken and acknowledged before me this

6th day of July 1892

Edward J. Hogan  
POLICE JUSTICE

0237

City and County of New York, ss.

Roman Rosenfeld

the within-named Bail and Surety, being duly sworn, says, that he is a resident and home holder within the said County and State, and is worth Five Hundred Dollars, exclusive of property exempt from execution, and over and above the amount of all his debts and liabilities, and that his property consists of the house and lot of land situated and known as No. 269, 271 Berrington Street in said City; and of the value of Twenty Thousand dollars clear of all encumbrances. Roman Rosenfeld

*[Signature]*  
Sworn to before me this 6<sup>th</sup> day of 1881  
Police Justice

Undertaking to Answer.  
THE PEOPLE, &c.  
ON THE COMPLAINT OF  
vs.

Taken the ..... day of ..... 1881  
Justice.  
Filed ..... day of ..... 1881

0238

Sec. 568.

1843

3

District Police Court.

Undertaking to Answer.

CITY AND COUNTY OF NEW YORK, } ss.

An order having been made on the 6th day of July 1892, by

Edward J. Hogan Police Justice of the City of New York, that

Lewis Goldberg be held to answer upon a charge of

Larceny

upon which he has been duly admitted to bail in the sum of Five Hundred Dollars.

WE, Lewis Goldberg Defendant of No. 107 E.

102nd Street, Occupation Paper Boxes; and

Rosanna Rosenfeld of No. 215 E Broadway Street,

Occupation None Surety, hereby undertake jointly and severally

that the above-named Lewis Goldberg shall appear and answer the charge above-mentioned, in whatever Court it may be prosecuted; and shall at all times render himself amenable to the orders and process of the Court; and if convicted; shall appear for judgment, and render himself in execution thereof; or if he fail to perform either of these conditions, that we will pay to the People of the State of New York the sum of Five Hundred Dollars.

Taken and acknowledged before me this

6 day of July 1892

Lewis Goldberg

Rosanna Rosenfeld

POLICE JUSTICE.

0239

City and County of New York, ss.

*[Signature]*  
Sworn together and the  
1881  
Police Justice

*Rosanna Rosenfeld*

the within-named Bail and Surety, being duly sworn, says, that he is a resident and *home*  
holder within the said County and State, and is worth *Ten* Hundred Dollars,

exclusive of property exempt from execution, and over and above the amount of all his debts and liabilities,

and that his property consists of *one home and lot of home*

*Atlantic and Knickerbocker No 269, 271.*

*Rivington Street in said City; and of the value of Twenty Thousand dollars clear of all encumbrances*

*Rosanna Rosenfeld*

Undertaking to Answer.

THE PEOPLE, &c.  
ON THE COMPLAINT OF

vs.

Taken the ..... day of ..... 189

Justice.

Filed ..... day of ..... 189

TORN PAGE

0240

*J.M.* STENOGRAPHER'S MINUTES.  
District Police Court.

THE PEOPLE, &c., IN COMPLAINT OF

*Bernard Anster*  
*Louis Cooper*  
*Isaac Ginsberg*

BEFORE HON.

*Chas. H. Conitor*  
POLICE JUSTICE,  
*June 20* 1892

APPEARANCES: { For the People, \_\_\_\_\_  
                          { For the Defence, \_\_\_\_\_

188

I N D E X .

WITNESSES	Direct Ex.	Cross Ex.	Re-Direct.	Re-Cross.
<i>Bernard Anster</i>	1	47		
<i>Sam Roseman</i>	48	55		
<i>Isaac Ginsberg</i>	56	67	79	82
<i>Louis Cooper</i>	68	78	79	82

*M. J. Treacy*  
Official Stenographer.

New York June 3<sup>rd</sup> 1892  
Third District Police  
Court  
Hon Charles A. Finckler  
Residing Justice.

Bernard Anster }  
Dance Ginsberg }  
Louis Cooper }  
~~Raymond Anster~~

Bernard Anster being  
fully informed, deposed and  
says he live at No  
109 Millott St. I am  
a Custom Saddler,  
Do you know the  
Refrigerator Carpenter  
and Ginsberg?

Q.

Q. a.

Yes Sir,  
On the 6<sup>th</sup> of July  
1891 did you meet  
them?  
A. Yes Sir,

2

Q. Where?  
A. Delecta Park  
Mike Davis,

Q. Did you see  
them at 260 Grand  
St New York City?

A. Yes Sir,  
Q. Did you pay them  
money?

A. Yes Sir, \$87,500  
Q. What did they say  
before you paid  
that money?

A. I spoke to these  
men Linsberg and  
Carpenter

Q. Tell me  
what was said  
between you?

A. The words were  
said that I bought  
5 lots (of land) for  
\$872,500 I own

2

8.

Henry Lots at Helecta  
Park, I was going  
-ing on the train,  
and talked in the  
train with Ginsberg,  
he said how do you  
like the Lots you  
own in Helecta Park,  
I said I like them  
very well

Q. Tell us  
what he said?

A. I said I liked  
the Lots very well, I  
asked him how much  
do you want, ask  
he asked \$225 for  
the corner lot

Q. Which Lots did you  
buy?

A. I bought them  
from these two  
defendants, he said

4

He owned the Lots,  
When, one more in the  
Park and on the train,  
Mr Carpenter and Mr  
Linsberg were both in  
the Park that day,  
and Mr Berkman,

Q.

You paid  
your money at 260  
Grand St.

A.

They were  
in the Delcota Park  
when I went there  
to see the Lots, I  
said I liked them  
very well, I made a  
bargain.

Q.

You went on  
the train with Mr  
Linsberg?

A.

To New York  
City, Jersey, to his  
Grand Street Office

5

Q. Who were in the Office  
A. Leo Light, and Mr  
Goldberg

Q. What did  
they say?

A. Mr. Linsberg  
was not there then,  
I gave him the  
deposit and he gave  
me a check that he  
received the money  
\$50. deposit

Q. For what?  
A. Two Lots, and a  
deposit on the two  
Lots

Q. When you got to  
Grand Street when  
did you give the  
check to?

A. Mr. Cooper,  
Mr. Bepko and  
Goldberg

6

Q. Does the Court what else took place?

A. I handled that <sup>and</sup> the three said, may be you want to buy more, I said, when you give it, cheaper Cooper, <sup>and</sup> the other two were there, Linsburg was not there, I can not say, I can not tell.

Q. What

A. else How do you like the other two Lots, I said if you give me the Lots cheaper, I offered 275 dollars for the other two Lots, Cooper, Berkman and Goldberg I talked

4

- To the Store, if they would let me have it for \$2175, then I gave them a deposit of \$215. Who received that money Cooper, he received it. I said then if you let me have 5 lots for the same money I will buy them, do he let me have them for the same money and I gave him \$12.50 on the other lots, that is, \$87.50
- Q. To whom did you pay the rest money
- A. Mr Cooper
- Q. Did you get a deed of the property

P. 1

Q. 1. No Sir,  
 Q. 2. What are you doing?  
 A. I bought the  
 5 Lots, I bought the  
 5 Lots, for my nephew,  
 I asked, does the  
 land belong to you,  
 in the Office, in  
 Delcota Park, does the  
 land belong to  
 you, they said, Yes,  
 when I buy from  
 you, how much can  
 you give me, 10  
 percent, I said  
 can you give me  
 a clear title, Mr.  
 Imberg was in  
 Delcota Park but  
 not in the Office,  
 and he asked me to  
 see, he may have  
 been at the Office

9.

he ~~never~~ talked with me about it.

Q. Did he say he had a clear title to the property?

A. Yes Sir,

Q. Who was there at Delecha Park?

A. Cooper, Grinsberg and Berkman, with Sam. Three of us talked together, I asked, did the land belong to you, they said, Yes, and when I bought the land they would give me a clear title within a week or two, that was before I paid the \$50, in the Park.

Q. Did you ever get a deed of the property?

A. No Sir,

10

Q. Did you ever ask

A. I stayed all the week home, and I asked after the 6<sup>th</sup> of July.

Q. Did you ask for the deed?

A. Yes, I went into the office and asked them in the office, Cooper, Ginsberg, Goldberg and Berkhan, he gave me the contract

Q. How often did you ask him for the deed?

A. I asked him after the 6<sup>th</sup> of July on the 13<sup>th</sup> and 14<sup>th</sup> of July Mr Ginsberg was there

Q. Did you get a

//

Q. Q. Need? No Sir,  
 Q. Q. Did they give you  
 any paper relating  
 to this purchase?

Q. Q. When? Yes Sir,

Q. Q. On the 6<sup>th</sup> of  
 May, they promised,  
 me it in two weeks,  
 about 16 or 17 days

Q. Q. Did you have a  
 lawyer draw any  
 agreement for you?

Q. Q. No Sir,  
 Did you have a  
 lawyer to draw the  
 agreement?

Q. Q. No Sir,  
 Did you sign  
 any paper?

Q. Q. Yes Sir  
 Who wrote it?

12,

Q. Goldberg, Leigh

Q. signed it? Where is that

Q. paper? I gave it to

my attorney Grossman

Q. the last of August 1891

Q. When you paid

the \$8,500 did you

get a receipt?

Q. No, no paper

Q. nothing at all

Q. If they had

not told you they

were the owners and

could give good title

Q. you would not have

paid the money?

Q. Yes Sir, I

paid the money on

Q. that condition Is that

all the money you

13

paid on account  
of the 5 Lots?

Q. 2. How much did you  
pay altogether?

A. \$231.50 Two  
hundred and thirty  
one dollars and fifty  
cents

Q. Why did you  
not pay the balance

A. I was to pay  
it when they <sup>gave</sup> the  
deed

Q. When did you  
pay the (\$144.) One  
hundred and forty  
four dollars?

A. 2. Sept 5<sup>th</sup> / 91  
Did they give you  
a writing then?

Q. 2. Another contract  
did you know

13

14.

Q. What was that?

A. Q. That is the paper?

Q. Who was your attorney?

A. Q. Mr. Grossman  
Did you have an attorney when you got that paper?

A. Q. Yes Sir,  
Did you ever get a deed?

Q. They promised it, no.

Q. Why did they not get it?

A. I do not know, I asked for it, I went every week.

Q. Did they tell you why they could not give it after the contract was made?

A. I asked for the

15

Q. First one After the 5<sup>th</sup> of Sept contract did you ever ask for a deed?

A. Yes Sir, I asked on the 1<sup>st</sup> of October I was in the Office, Mr Cooper, and Goldberg were there, Mr Ginsberg was not there.

Q. Did you get any deed?

A. Q. No Sir, What did they ~~not~~ say for not giving it?

A. My Attorney said, he was not ready searching that place

Q. Did you ever

161

ask for a Deed  
 after that it was  
 adjourned to the 13th  
 of October

Q. Did you  
 get it then?

A. No, my Attorney  
 said there must be  
 something the matter  
 between the Company,  
 I began to feel some  
 thing was wrong, my  
 Attorney said you  
 can wait till the  
 21<sup>st</sup> of October

Q. Did you get  
 it then?

A. They I went  
 with my Attorney to  
 their Office in Grand  
 Street, and waited  
 for an hour, no one

141

was there, I said what is the matter, I was going with him to the President, I had the money ready to pay, my Attorney saw the money that I was ready to pay, he showed it to the President.

Q.

Did you ever get any deed?

Q.

No Sir. You say that they represented that they had a good title to this property and would give a good title to you, and you found out they did not own the property, how did you find it out?

142

18

Q

The President said  
 We cannot give you  
 title to the property,  
 because we have  
 not the title our-  
 selves, I said I  
 will take you to  
 my attorney, I  
 did not know why  
 they had no deed,  
 My attorney said to  
 me I found out  
 from the President  
 they had no deed,  
 I would not give  
 him 5 cents. I  
 knew that the Pres-  
 ident said to me  
 he would guarantee  
 that he would give  
 me a deed after  
 election, I said  
 I want nothing

18

19

To do with these people, it is a miracle, I will give you an order to find them.

Cross Examination

Q. When did you first talk to Mr. Ginsberg about this property?

A. At Adelphi Park, that was the first time.

Q. Did you direct him there by accident, or had it been arranged that you should meet him?

A. By accident. Was his wife with him?

A. No Sir

20

Q. Who was with him when you first met him at Helicota Park?

A. I don't know many people.

Q. Who was with him?

A. Cooper, and Berkhardt.

Q. Were they talking together?

A. Yes, I don't like to buy three lots when you give them to me.

Q. For that price? Did they make a price for you then and there?

A. Yes.  
Q. Who made it?  
20

21

Q. All three made

Q. Did all three  
talk at one time?  
He gave you the  
figures?

Q. Did he have any  
paper from which  
he told you how  
much they were?

Q. Did you then  
say you would  
buy them?

A. I said I  
like to buy but not  
for that price, he  
then went away.

Q. Did you go with  
him to the cars?

A. He went  
alone

21

22

Q. You met him  
 on the car?

A. He met me, I  
 got into the same

Q. Car? Who started the  
 conversation about  
 the lots?

A. Mr. Ginsburg.  
 Q. What did he say to  
 you about them?

A. He said that  
 he wanted \$2,250 for  
 the corner lots, and  
 200 for the rest.

Q. You understood  
 that he did not  
 own them, you  
 knew if anyone  
 owned them it  
 was a company?

A. Yes, I knew  
 that he never said

(28)

Q. He had little, then  
when you left Selecta  
Park no bargain was  
made?

Q. No Sir,  
Afterwards you met  
Yusberg on the cars  
and you asked him  
for the price of the  
Lots and he said  
the corner Lot was  
so much, what did  
you do then?

Q. I said I said  
I did care for that,  
if it costs fewer  
thousand dollars, I  
would buy them, he  
talked with Cooper<sup>and</sup>  
Burkhan

Q. Were they in  
the car with him

(23)

24

Q They were on the other side

Q. Men what took place?

Q. Mr. Gmsberg did not want to give it for four hundred dollars, the bargain was made, they said I could have them for \$100, I took (\$50) fifty dollars out of my pocket and deposited that,

Q. How much did you have with you?

A. I did not count it all, I know I paid him fifty dollars in bills two \$20's and one ten \$ bill, and the car was going,

24

Q. 5

Q. What did Ginsberg do

A. Then he put the money in his pocket and gave me the receipt.

Q. Was it in English?

A. Yes Sir, Did he write it standing?

A. Sitting down, with a lead pencil, he signed his name to it.

Q. You knew he did not own the property?

A. I knew the three owned it.

Q. Did you know the Company owned it, if anyone did?

26

Q. Mr. Gas Sr.,  
Did Mr. Ginsberg did not  
sign the company's  
name?

A. "Oh, his own  
name, 'Ginsberg'."

Q. What did  
you do with the  
card? You did I?  
not go to Grand St.?

A. I did not come  
when did you go to  
Grand St. No. 260?

Q. I was coming  
home and after that  
to Grand St. the next  
morning at ten  
or eleven o'clock.

Q. What did you go  
there for?

A. To make  
the contract.

Q.  
26

Did you  
make the contract?

26

Q. Mr. Gas Sr., did not sign the company's name?

A. "Oh my own name, Dr. Ginsberg."

Q. What did you do with the card? You did not go to Grand St.?

A. I did not come home. When did you go to Grand St. No. 26?

Q. I was coming home and after that to Grand St. the next morning at ten or eleven o'clock.

Q. What did you go there for?

A. To make the contract.

Q. Did you make the contract?

26

Q. Mr. Guss, did not  
sign the company's  
name?

A. "Oh, his own  
name."

Q. What did  
you do with the  
card? You did I?  
not go to Grand St.?

A. I went home.  
When did you go to  
Grand St. 26?

Q. I was coming  
home and after that  
to Grand St. the next  
morning at ten  
or eleven o'clock.

Q. What did you go  
there for?

A. To make  
the contract.

Q. Did you  
make the contract?

24

Q. Yes Sir, July 6<sup>th</sup> 1891  
Who was there  
July 6<sup>th</sup> 1891?

A. Mr Cooper,  
Mr Burkhardt, and Mr  
Leight

Q. Was Mr Ginsberg  
there?

A. I cannot swear  
to that, I am not  
sure

Q. If he had been  
there you <sup>would</sup> have  
remembered it.

A. Yes Sir, may  
be he was, may be he  
was not.

Q. You were there  
on July the 6<sup>th</sup>?

A. Yes Sir. I  
was there.

Q. Who wrote  
the Contract?

24

L.S.

Q. Lighter, he came <sup>and</sup> read it through, <sup>and</sup> signed it, he ~~see~~ wrote the contract, Goldberg had been printing a contract for those Lots, I bought three more

Q. Lots. You did not buy them, the day you went to Selecta Bank?

A. No Sir,  
Q. But in the office when Goldberg was not there?

A. No Sir,  
Q. You made a contract for these (5) five Lots, did you get any paper from anyone, show-

29

-ing how much  
you had paid on  
account?

Q.

I gave <sup>and</sup>  
that card up  
that time I bought  
in the Office the  
three other lots.

Q.

You first paid  
\$50, and \$25, and  
then \$125?

A. Q.

Yes Sir,  
What did you  
get?

A.

They made a  
Contract <sup>and</sup> I signed  
it.

Q.

Where is that  
Contract?

A.

I have  
it, I gave that  
Contract to my  
Worrey (219)

Go.

Q. That contract  
you made July 6<sup>th</sup> 1911  
you gave to your  
Attorney?

Q. Under the contract  
of July 6<sup>th</sup> when  
were you to get your  
Deed?

A. Sixteen or 17  
days after that.

Q. You did  
not get it?

Q. Why did you go  
make another  
contract Sept 5<sup>th</sup>?

A. The people  
fooled me, from  
one week to another,  
so I took this to  
Mr Grossman and  
told him they

31

fooled me, I never  
 ever met another,  
 that if I did not  
 pay my money on the  
 1<sup>st</sup> of Sept I would  
 lose all my deposits,  
 I said God go and  
 search that place,  
 and give me a clear  
 title I would pay  
 him.

Q.

You met here  
 and made this  
 contract Sept 5<sup>th</sup>  
 1891?

Q.

Yes Sir  
 Under this contract  
 you were to get the  
 deed on the 1<sup>st</sup> of  
 October?

Q.

Yes Sir,  
 Why did they fix the  
 1<sup>st</sup> of October?

31

D.I.

Q. My Attorney was conducting the place and it would have

Q. Sit neck Why was it not made the 5th or 6th of October?

A. I said to my Attorney, I would make by the 20th of Sept I could not make home

Q. before I What did they say when you suggest- ed the 20th of Sept?

A. Mr Cooper and Goldberg they spoke, I did not know what they said

Q. What did they say when they came out of the room?

32

A. The best thing one could do is to make it the 15<sup>th</sup> of October, I said make me the time, I want you to know the same time.

Q. Did they tell you the reason for fixing the 7<sup>th</sup> of October was that title was to be given them on the 6<sup>th</sup> of October?

A. Yes Sir,  
Q. Did your attorney tell you he was so informed?

A. Yes Sir,  
Q. What did he say?

A. Nothing about it.  
Q. Did you see the people in the room talk to your attorney when they came out

33

34

Q. 2. Of the room?  
 A. No, they did not  
 have you told every  
 thing you cross  
 examination that took  
 place with reference  
 to this transaction?

Q. 2. You told me every  
 thing?  
 A. Yes Sir,

Q. 2. You did not  
 tell me anything  
 about a conversation  
 with reference to the  
 ownership of the  
 property, where and  
 that take place?

Q. 2. Park Am Delecta

Q. 2. How did you  
 come to ask about  
 the title?

A. Because when

I 5

I buy Lots, I want  
to know how the  
land belongs to  
them.

Q.

If you came  
to me and wanted  
to buy a house, would  
you ask me if I owned  
the house?

A.

I would do  
that.

Q.

That was in  
Delecta Park before  
you put down any  
money?

A.

Yes Sir,  
Clark, Bird, you know  
Ginsberg, Cooper or  
any of these men?

A.

No, I met  
them, I was going  
to buy some Lots.

Q.

Who, are you?

Q6

A. A man came to  
me.

Q. Did Linsberg ask  
you to go to Helicta  
Park to buy Lots?

A. Q. No Sir,

Q. And when you could  
not agree on a price,  
he left and by acci-  
-dent you met him  
in the car?

A. Q. Yes Sir,

Q. He did not induce  
you to buy the Lots?

A. Q. No Sir,

Q. He did not induce  
you to part with  
your money?

A. Q. No Sir,

Q. When you were in  
the car with Linsberg  
did you pay him the  
money voluntarily or

B7

Q. Did he ask you for the money?

A. He said he was talking to them and said "give it to him for four hundred dollars." He gave me his hand and said the bargain is closed, so I gave him the money.

Q. Did he ask you for it?

A. No, he took the money after that conversation and wrote the receipt.

Q. After he told you the Lots would be four hundred dollars, you gave him the money?

A. Yes Sir

B7

B.P.

Q. What day of the week was it, that you saw these three men at Selecta Park?

A. On the 5th of July/91

Q. What day of the week was it?

A. Monday

Q. When did you see them at Selecta Park - was it Monday?

A. On the next day we make the contract, the 6th of July we make the bargain

Q. When was the bargain made, was it on the 6th of July?

A. On the 6th of July.

Q. It was not on Sunday?

A. No Sir

89

Q. Did you see in the  
 cars any women and  
 children?

A. Yes sir, women and  
 children, all kinds  
 of people.

Q. You testified  
 before that it was  
 on the 6<sup>th</sup> of July

A. You paid this money?  
 The day after,  
 on the 6<sup>th</sup> of July 1891  
 I made the bargain,  
 the next morning I  
 paid the other money.

Q. When you testified  
 before, that you gave  
 him \$37.50 on the 6<sup>th</sup>  
 of July, were you  
 telling the truth?

A. The  
 next morning after  
 the fifty dollars was

4a

paid, on the 6<sup>th</sup> of July  
I paid the (\$37.50)  
Fifty seven dollars and  
fifty cents

Q. When did  
you return from  
Helena Park?

A. In the evening,

Q. dark. Was it eight (8)  
o'clock, or ~~was it~~ a

A. ~~train~~ He missed a train.  
Q. It was about 8  
twelve (12) o'clock?

A. (8) eight or nine (9)  
Q. No, went to Helena  
Park with you?

A. I went  
myself and my son,  
no one else.

Q. De you  
son here, — did you  
see Cooper there?

41

Q. Yes Sir, he was  
the head man

Q. Did you see his  
wife?

Q. No Sir  
You saw children  
and women there?

Q. I saw people  
not children - not  
in the park

Q. You say that  
on the 7<sup>th</sup> you got  
the agreement?

Q. Yes Sir,  
On the 7<sup>th</sup> you got  
an agreement and  
in one or two weeks  
they were to give you  
the deed for the  
land, on that day  
you paid the money?

Q. Yes Sir,  
When did you pay

42.1

Q. The balance?  
 A. When that  
 Q. was made

After the two weeks  
 went to the Office and  
 asked for a deed,  
 A. They said  
 they could not give  
 me a ~~deed~~ deed  
 "We have no charter for  
 they said

Q. After the  
 expiration of two (2)  
 weeks, did you ask  
 again?

Q. Several times  
 A. What did they say?

A. The stamp is not  
 ready, the Lawyer's  
 wife is sick, they  
 said the Charter is  
 ready.

42

43

Q. Did you not become  
 suspicious that there  
 was something wrong?

A. No, I took my

Q. Attorney for  
 I know the 6<sup>th</sup>  
 of July to the 6<sup>th</sup> of Sept  
 Government there, and  
 they said one thing  
 one day, and another  
 thing the next day?

And you paid a  
 hundred and forty  
 four dollars (\$144.)

Q. I said I would  
 take a lawyer, and  
 he would see what  
 the matter was, some  
 thing is the matter,  
 I cannot get my  
 feed, he would leave  
 the piece of the search  
 to me, he said,

43

44.

Q. Your Lawyer said  
it was all right, you  
could pay the \$144?

A. Yes Sir, they  
asked for more money

Q. Why did you not  
demand the Deed  
at that time?

A. Because  
I took him (the Lawyer)  
to search the place

Q. Did you say before  
that on the 7<sup>th</sup> of October,  
the search was not  
ready?

A. No, it was  
not ready.

Q. Would you  
have taken a Deed on  
the 7<sup>th</sup> of October  
notwithstanding that  
the search was not  
ready?

44

45

Q. Yes Sir, they said they would make it on the 5<sup>th</sup>

Q. If it was not ready would you have taken the seed that day?

A. Sure, I was ready

Q. Why would you have taken it (the seed) on the 7<sup>th</sup> of October, when the search was not ready?

A. I would have taken it at any time.

Q. Is this the first time you made any claim for the money you paid these Defendants?

Answer - Is No 260 Grand St

H.C.

Q. This Company & Co. Sir,  
they had a Sign  
here.

Q. Did you ever  
see one on this Contract?

A. I gave the order to  
Mr. Grossman, I got a  
Judgment against the  
Company, Was Mr

Q. Gumburg there, when  
that was signed,  
Jan 5<sup>th</sup>, when it  
was signed?

Q. A. No Sir,  
When he paid this  
additional money  
was he there?

Q. A. No Sir, there  
was Cooper there  
He received \$240,  
about the 15<sup>th</sup> of

HH

Q. September Have you  
tried to collect  
this judgment?

Q. A. Yes Sir,  
I have but you  
know our these  
people did not

Q. A. take their property?  
October 25th by  
my attorney

Q. A. before me?  
This is the day of my  
Police Justice,

HH

H.D.)

William Grossman  
being duly sworn  
deposes and says, I  
am a Landlord,

Q.

Were you employed to  
search the title of the  
Manhattan Land and  
Improvement, Building  
Association of  
Detota Park, New York,

A.

Yes Sir,  
I searched in the  
months of September  
and October 1891, I  
found there had no  
title to property in  
Detota Park or any  
other property in  
Westchester County,

Cross Examination

Q.

You were present  
with the complainant

H. G.

Q. When the Contract was drawn?

A. Last one, Justice Was Ginsberg present?

Q. Did you see him?

A. Were you informed at that time by any one present that the Corporation had no title to the property? But had it under contract? You were his Attorney?

Q. Was I then the Contract Dept 5<sup>th</sup> at the request of both parties?

A. At the expiration of the 16 days Contract

To,

Q. You were his Attorney?  
A. Did you know that  
the Company held  
the property under  
contract?

Q. Was he informed  
by Goldstein?  
A. Yes, the complainant  
that,

Q. I do not know  
whether Goldstein  
or not, I told him  
possibly what they  
said to me, I do  
not remember telling  
him, I do not believe  
Goldstein, they had  
so informed me

Q. Was the money  
paid to the Company  
50

57

Q. Another day? Some  
 \$50 had been paid  
 before the balance  
 was paid on that  
 day.

Q. Was that the  
 reason that this  
 contract was dated  
 on October 6th?

Q. They requested  
 that Golding said  
 they would not take  
 it till the 6th of  
 October and they  
 could not give the  
 check till the 6th  
 of October, I said  
 any day will suit  
 me.

Q. When were you  
 employed by him?

A. A few days

52

Q. Before that, you do  
not know that  
you told him?

A. I do not know that  
I did.

Q. Do you know  
whether he knew this  
property was owned  
by these people?

A. He did not tell me,  
that he had any  
knowledge of it.

Q. You know whether the  
property was held  
under contract  
any?

A. I do not think  
they owned the  
property, he told

F.B.I.

me he did not hear that rumors that they owned the

Q. property by Cochran  
and John Brown  
the Officers of the  
Company?

A. Yes Sir,  
Do you recall the  
the Directors were?

A. They had a Pass  
book, I had a copy  
in my office,

Q. Where  
the Defendants  
maintained in Director?

A. De Gumburg and  
Cooper were Officers,

Q. Was the money  
paid at the signing  
of the contract?

A. Yes Sir,  
F.B.I.

Q7.

Q. After that they told you they were going to take little in the 6th of July?

Q. Who received the \$144, dollars? Yes Sir,

Q. How Goldberg?

Q. You hear any of these other trusts say they held the property by contract?

Q. No Sir, Mr Goldberg and Cooper were there

Q. This contract of Dept expanded giving the receipt of \$231 that includes all

Q. He paid previously? Yes Sir, that

55

Q. includes everything?  
An action was  
brought on this  
contract?

Q. An action for breach  
of contract?  
A. Yes Sir,

A. There is  
an action to recover  
the deposits, — we  
got judgment.

Sworn to before me }  
this 30<sup>th</sup> day of m<sup>o</sup> 1892 }

Police Justice

(55)

Dance Ginsberg being  
only minor deposes Aug  
days, I live at 74

Q. Lee Avenue, Brooklyn,  
do you remember  
meeting the Con-plain  
-ant July 6<sup>th</sup> 1891 - at  
Heldenthal Park?

A. I saw  
him.

Q. Who was there  
with you?

A. My wife,  
did you see anyone  
connected with the  
company there?

Q. Who was there with  
you?

A. My wife,  
did you arrange to  
meet him there, or  
know he was going

54

To be there, or talk  
with him about Lots  
there?

Q. 2. No Sir,  
You subscribed for  
Shares in this  
Company?

Q. Yes Sir, I  
paid Three hundred  
Dollars, I never got  
any Shares, I was  
never an Officer in  
the Company.

Q. In another  
Interview that he gave  
you Fifty Dollars  
that day and you  
gave him a receipt?  
That is not true?

Q. That is false,  
I did not receive a  
Cent

Q. Did you enter  
54

58

- Q. Talk to him about these Lots?
- Q. I was there for pleasure
- Q. Who was with him when you and your wife were talking?
- Q. Mr. Parkman was with a big man, an Agent, further is his name, he said you belong to the Company, I said no, I came here for pleasure, I was never there except Sunday
- Q. Did you ever write out a receipt for him showing the payment of

59

Q Fifty dollars? No Sir, he never gave me any money, I never gave him any receipt

Q Have you seen him since? Will you say him here in court?

A. The first time I saw him since

Q Have you been to the Company Office, or do you know anything about the Company since July 6<sup>th</sup> 1891?

A. No Sir, I told them I lost my three hundred dollars and did not want to know them

59

60

After that, I never  
printed in it, there  
was a big man  
an Agent for the  
Company, he sold  
the Lots

Q.

Did you ever  
get ~~any~~ any  
Commission for  
selling Lots?

A.

No, he  
bought from Reuben,  
he said to him,  
you belong to the  
Company and he  
Reuben said certainly  
I belong to it, he

Q.

said nothing to me  
Was that in  
the cars?

A.

Yes Sir, in  
the evening I  
told him I put  
60

61.

Three hundred dollars in, I was willing to lose the money and this is all I got for my money.

Q. Was this on the 6<sup>th</sup> of July last

A. It was Sunday when I went there.

Q. Reuben talked to you about selling these lots to this man?

A. He asked me if I belonged to the Company, I said I paid three hundred dollars but I would lose it.

Q. Did he say he had a chance to sell lots?

(61)

62

Q. To Chi, Was Berkman there?

A. Yes Sir.  
Q. Who else belonged to the company?

A. I do not know. Was Mr Cooper there, if you remember?

A. Berkman was there, — I think

Q. Cooper was there  
Are you sure Cooper was there?

A. I am not sure.

Q. Who else was there of the company?

A. I cannot say — Goldberg

(3)

Q. Was there <sup>any</sup> contact  
with the complainant  
in the car?

Q. <sup>to Sir</sup> Where did you see  
him?

A. I was sitting  
with my wife - he was  
talking with other  
people there

Q. <sup>With whom</sup> did he talk

A. <sup>With all</sup> the people

Q. Give the  
names

A. He was talking  
with one big man,  
he talked with Jenkins,  
about ~~being~~ being a  
member of the  
Company (3)

64!

Q. What was done with  
with the Three (\$300)  
thousand dollars you  
put in?

A. I did not  
mix with the Company, I  
all I know is that I  
lost it, I was not  
to be a Director, I  
never was to a  
Meeting.

Q. Did you  
see your name on  
the Circular?

A. I do  
not think so, I am  
not positive since  
Cross Examination

Q. What is your  
business?

A. Dry goods and  
Real Estate

65

Q. Have you been in the Real Estate business at 44 Canal Street?

A. Yes Sir,  
Q. Have you ever seen the cards of the Company & that the card (of A) issued by the Company?

Q. Yes Sir,  
Q. When did you see them first?

A. When they printed them.  
Q. Did you ever notice your name on the book?

A. I protested at that, because I lost my three hundred dollars.

Q. Were you a Director?

65

66

Q. Do you not know  
the Company is  
burst up and you  
have formed another?

Q. No Sir,  
Did any of these  
men form a new  
company?

A. I do not  
know. I protested  
against that  
was that (Card)  
issued by the Company

Q. Yes Sir,  
That is the Card,  
issued by the Company

Q. (of A) Do you know  
whether Ruben had  
agreed to sell him  
any Lots that day

66

64

A. I am not sure,  
I do not know, I  
Counsel for Ginsburg -  
move to dismiss the  
Complaint Against  
Ginsburg

Court - ~~Admiral~~ ~~Admiral~~ he  
admits that he was  
one of the Company

Present before me  
this 30<sup>th</sup> day of June 1892

Oliver Justice

64

68

Louis Cooper of 64  
Rutgers Street, being  
asked how, deposes  
and says,

Q.

When did  
you see the Coupe-  
-riant first?

A.

At Delceta Park  
with Reuben, I went  
there on Sunday with  
my wife, child and  
nurse,

Q.

Was it the next  
day after May 4<sup>th</sup> 1911  
that you saw him?

A. Q.

I do not remember,  
Did you speak to  
Mr. Anster?

A.

I never  
spoke to him there  
at Delceta Park

Q.

Did you speak to  
anybody about that  
to

69

business, with ref-  
-erence to Mr Amsters  
business?

Q. Did you see Mr  
Reubens there?

A. I saw the tall  
man there, I saw

Q. What did he  
ask you to do?

A. Whether I  
knew anything about  
the place; that he  
would buy, he asked  
for the Company, I  
said, I am not in  
the Company yet.  
I came here to see

Q. Did you see  
Mr Amster in the  
cars?

69

40

Q. No Sir,  
 Q. What did you do,  
 on the next day?

A. Monday morning  
 I was up at three  
 o'clock to reach  
 Delecta Park. I was  
 to grade the street at  
 about five dollars a  
 week (\$25), and I  
 was there the whole

Q. day. Were you there

Q. the whole week?

A. Yes Sir,  
 from Monday to  
 Saturday night, I  
 was there to take  
 men up for the  
 streets. I was there  
 overseeing the Italian  
 men, at Delecta Park,  
 how they would

41

made the streets, I  
 never saw him till  
 he paid the last  
 money on the lot,  
 winter time in the  
 fall days; three  
 months after I  
 got this job - I got  
 the job after July 5<sup>th</sup>  
 1891, I met him in  
 the office, Goldberg  
 brought some papers  
 in, then I saw him  
 in the office, I did  
 not see him on  
 Sunday - I first saw  
 him in the office,  
 I never got any  
 money from him  
 Q. Were you a share  
 holder in that Company  
 A. No, but afterwards  
 if a man wanted to

41

72.

It seems a good  
 position he had to  
 put in five \$ 500  
 hundred dollars to  
 get the job - I did  
 not give my money,  
 I gave them \$ 400,  
 hundred dollars,  
 and I gave them  
 security for the  
 position, I demanded  
 my money, they  
 paid me for five  
 weeks and then  
 stopped my pay-  
 ments; then I  
 demanded my  
 money, they said I  
 should pay another  
 hundred dollars they  
 would give me  
 ten shares - I  
 never saw them

72.

Q. Cross Examination Here

Q. You a Director? I was

Q. not I was

Q. live? Where do you  
live? 2222 Pacific  
Street Brooklyn near  
the House of the Good

Q. Shepherd You saw

Q. His card before?  
Yes Sir, when  
they did not pray me,  
they said they can  
you resign, I said  
why did you put my  
name, you did not  
put the right direct  
ion on, "can I  
be with you", Me  
know you are a

74

Q. Citizens? They said.  
How were you  
on the Charter?

A. I must be, I  
never went to any  
meetings

Q. What became  
of that company?

A. I cannot  
get my money any  
more

Q. What became  
of Leight?

A. I paid  
the money to Ginsberg?

Q. Who was Leight?

A. He was the Manager  
Do you know  
that he was arrested  
and whipped, and  
went to Philadelphia.

Q. What is your  
Objected to.

Q Business?   
 A. Worked   
 Q. How long?

Q. How long?   
 A. About 10 years.

Q. Family is in Europe?   
 A. Yes, you know

Q. Since I saw   
 him in the office,

Q. When was that?   
 A. It was when the   
 Laumer wrote the   
 contract, they never   
 gave me any infor-   
 -mation of what   
 the company did,   
 they gave me orders to   
 go and grade the   
 streets, the door was   
 closed, I saw them   
 do something.

46

Q. What were you there for?

A. To get my four hundred dollars (\$400), I paid that money after I got my job between the 15<sup>th</sup> and 20<sup>th</sup>.

Q. Who told <sup>you</sup> what to do there?

A. The Manager, Leigh told me to go to Helicta Park

Q. Look after the Strains and you stop at the office?

A. Once a week, to get my orders.

Q. Did you stop every week?

A. Only when they called me by Petal, I stopped.

Q. There at night  
 you there when they  
 told the complainant  
 that the Company  
 could not give the  
 title on the 6th and  
 would give him  
 title on the seventh?

Q. I was there  
 on that day

Q. You were a Director  
 afterwards?

Q. I do not

Q. Know what was the  
 Company organized  
 for?

Q. I thought they  
 had got a lot of  
 land and wanted  
 to grade streets, I

78

never knew anything about it, might need to tell me it was not my business.

Q. Where is Goldberg?

A. I am looking for him, to get dates - factures from him

Q. Did you reorganize a company?

A. I never want to have any thing more to do with any company

sworn to before me }  
 His 30<sup>th</sup> day of June 1892 }

Police Justice

78

79

Recall of Gimbury

Q. What was this  
company organized  
for?

A. To make Lots and

Q. sell them. How many  
were they going to buy  
the Lots — Who were

Q. going to buy them?  
The people bought  
it, Light Goldberg  
and the others bought

Q. it. Why did they buy  
it?

Q. A. I do not know.  
Did you ever look  
to see whether Light  
had Contract to buy  
any land?

A. No Sir. I

To

Q. never saw any.  
Did you ask to  
see a contract?

A. No Sir, Leight  
had an Office in  
Grand Street.

Q. Did he tell you  
he had, he owned  
some Lots at Selecta  
Park?

A. Yes Sir, he  
said he would go  
with the President and  
Secretary and buy  
land very cheap,  
and then sell it  
in Lots; so I lent  
in (\$300,) three hundred  
dollars, he did not  
tell me from whom  
he was to buy it.

Q. How did you  
pay this three \$300,

SI

Q. Hundred Dollars?  
 A. <sup>By Check.</sup> Motives to dismiss in regard  
 to Ginsberg, denied  
 Motives to dismiss in regard to  
 Cooper - denied

Q. How  
 did you pay your  
 money to Cooper? Q

A. Paid it, at once,  
 my wife took it out of  
 the bank

Q. How to Cooper - can you  
 get bail? Q

A. No Sir, my  
 wife is in Europe.

Q. (To answer) How much  
 did you get back of  
 this money, you  
 paid? Q

SI

0323

*P.D.*

*Q. Not one cent  
Court - I will hold  
these men in five  
hundred dollars to  
answer - each -*

*Sworn to be before  
me this 5<sup>th</sup> day of June 1892*

*Police Justice*

*P.D.*

0324

210

District Police Court.

*Edward J. Ginter*

vs.  
*Grace Ginsburg*  
*Lewis Cooper*

*Grand Jurors*

STENOGRAPHER'S TRANSCRIPT.

*June 20<sup>th</sup> 1882*

BEFORE HON.  
*Chas. H. Taylor*

Police Justice.

*W. J. Healey*

Official Stenographer.

0325

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

AGAINST

Jervis Fieldberg, Christian  
D. Birlachman, Louis Cooper  
and Isaac Finkman

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

Jervis Fieldberg, Christian D. Birlachman,  
Louis Cooper and Isaac Finkman

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

The said Jervis Fieldberg, Christian D.  
Birlachman, Louis Cooper and Isaac Finkman, all  
late of the City of New York, in the County of New York aforesaid, on the sixth  
day of July, in the year of our Lord one thousand eight hundred and  
ninety-one, at the City and County aforesaid, with force and arms, with intent to  
deprive and defraud one Bernard Amster

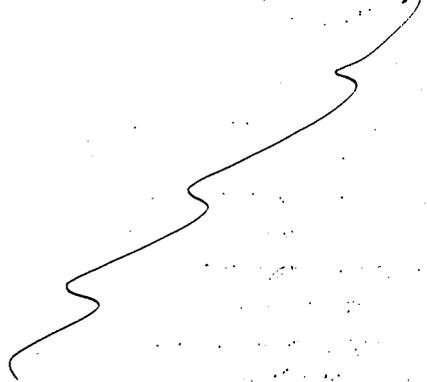
of the proper moneys, goods, chattels and personal property hereinafter mentioned, and of the  
use and benefit thereof, and to appropriate the same to their own use, did then and there  
feloniously, fraudulently and falsely pretend and represent to the said

Bernard Amster,

That the Manhattan Land Improvement  
and Building Company of the City of New  
York, of which the said Christian D. Birlachman  
was the Treasurer, the said Jervis Fieldberg, the  
Recording Secretary, and the said Louis Cooper  
and Isaac Finkman, directors, was then the  
owner absolute, in fee simple, of certain real  
property and estate in the town of Scarsdale,  
County of Westchester in the State of New York,  
and known as Selecta Park, that the same  
had been divided into lots, and a map thereof  
had been made by Messrs. Smith and Howell  
Surveyors, that the said company was then

selling such lots, and was lawfully entitled to sell the same, and able to convey a full clear and perfect title thereto to purchasers; that they the said Louis Goldberg, Christian D. Birkelahn, Louis Coore and Isaac Gundersen for the said company were then and there authorized and lawfully entitled to offer to sell and to agree to sell to the said Bernard Amster, of the said lots, known as and by the numbers 1, 2, 3, 4 and 5 on the said map at and for the price and consideration of eight hundred and twelve dollars and fifty cents, and that the said company was then lawfully entitled to convey to the said Bernard Amster a full, free and clear title to the same, and that they the said Louis Goldberg, Christian D. Birkelahn, Louis Coore and Isaac Gundersen were then and there lawfully authorized to receive from the said Bernard Amster the sum of eighty seven dollars and fifty cents in full payment for said lots.

By color and by aid of which said false and fraudulent pretenses and representations, the said Louis Goldberg, Christian D. Birkelahn, Louis Coore and Isaac Gundersen — did then and there feloniously and fraudulently obtain from the possession of the said Bernard Amster the sum of eighty seven dollars and fifty cents in money, lawful money of the United States of America and of the value of eighty seven dollars and fifty cents, to-wit:



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

— Bernard Amster —

with intent to deprive and defraud the said Bernard Amster —

of the same, and of the use and benefit thereof, and to appropriate the same to their own use, the said Bernard Amster then and there ~~whereas~~ in truth and in fact, the said ~~whereas~~ intending the said false and fraudulent pretenses and representations and being deceived thereby and being by means thereof induced to agree to purchase the said five lots from the said company and to give and deliver the said sum of money to the said Louis Goldberg, Christian D. Birkelahn, Louis Coore and Isaac Gundersen in full payment therefor.

Whereas in truth and in fact the

said Manhattan Land Improvement and Building Company was not then the owner absolute, in fee simple, of the said real property, land and estate in the said town of Peasdale and known as Selecta Park, and the same had not been divided into lots, and a new survey had not been made by the said Messrs Decker and Havell, and the said company was not then lawfully entitled to sell the same, and was not able to convey a full, clear and perfect title thereto to purchasers; and the said Dennis Goldberg, Christian D. Birkdahn, Louis Cooper and Isaac Ginsberg for the said company were not then and there authorized and legally empowered, to offer to sell, and to agree to sell to the said Bernard Aruster, the said five lots known as and by the numbers 1, 2, 3, 4 and 5, or and for the said price and consideration, and were not then lawfully entitled or authorized to receive from the said Bernard Aruster the said sum of eighty seven dollars and fifty cents in full payment for said lots, and the said company was not then lawfully entitled to convey to the said Bernard Aruster a full, free and clear title to the same.

**And Whereas**, in truth and in fact, the pretenses and representations so made as aforesaid by the said Dennis Goldberg, Christian D. Birkdahn, Louis Cooper and Isaac Ginsberg to the said Bernard Aruster was and were then and there in all respects utterly false and untrue, as they the said Dennis Goldberg, Christian D. Birkdahn, Louis Cooper and Isaac Ginsberg, at the time of making the same then and there well knew;

**And so the Grand Jury Aforesaid**, do say that the said Dennis Goldberg, Christian D. Birkdahn, Louis Cooper and Isaac Ginsberg in the manner and form aforesaid and by the means aforesaid, the said proper moneys, goods, chattels and personal property of the said Bernard Aruster

then and there feloniously did STEAL, against the form of the statute in such case made and provided, and against the peace and dignity of the said people.

DE LANCEY NICOLL,  
District Attorney.

I have examined the  
minutes of this case  
and am of opinion  
that the evidence  
is sufficient to  
convict the  
defendant of the  
crime charged.

A. C. Smith, J. Recorder of the Court

Removal of the case from the County Jail

Respectfully,  
A. C. Smith

0329

**BOX:**

488

**FOLDER:**

4453

**DESCRIPTION:**

Golden, Jerry

**DATE:**

07/22/92



4453

0330

283

Witness:

John C. ...

128 ... St

...  
N.Y.

Counsel,

Filed 22 day of July 1892  
Pleads, Not Guilty. (25)

THE PEOPLE

1918 vs.

vs.  
Jerry ...

Grand Larceny,  
(From the Person),  
Degree.  
[Sections 828, 829  
Penal Code.]

DE LANCEY NICOLL,  
District Attorney.

A TRUE BILL.

*[Signature]*

July 27/92  
Pleads Petition  
Foreman.  
Pleas ...

1892 ...

0331

(1895)

Police Court 3rd District.

Affidavit—Larceny.

City and County }  
of New York, } ss.

John Elefelo

of No. 128 Hester Street, aged 30 years,

occupation Cyprus being duly sworn,

deposes and says, that on the 19th day of July 1897 at the City of New

York, in the County of New York, was feloniously taken, stolen and carried away from the possession any  
of deponent, in the night time, the following property, viz:

One dollar Good and lawful  
money of the United States

the property of Demetrius A. Georgiades and  
in deponent's care and custody

and that this deponent  
has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen

and carried away by Harry Golden (nowhere) from  
the fact at about midnight  
of the 18th inst. deponent had some  
money in his hand balance  
upon the day's business, when  
the said deponent came  
along a feloniously took stole  
and carry away the said property  
from deponent's hand  
John Elefelo

Sworn to before me, this 19th day

[Signature]  
1897  
Police Justice.

0332

3

Sec. 198-200.

District Police Court.

CITY AND COUNTY }  
OF NEW YORK, } ss:

*Jerry Golden* 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 sees 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.

*Jerry Golden*

Question. How old are you?

Answer.

*19 years*

Question. Where were you born?

Answer

*Ireland*

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

Answer.

*218 East 6th St.*

Question. What is your business or profession?

Answer.

*Walter*

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*  
*Jerry Golden*

Taken before me this

day of

*19*  
*[Signature]*

Police Justice.

0333

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

three 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, July 19 1892 [Signature] Police Justice.

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

Dated, \_\_\_\_\_ 189 \_\_\_\_\_ Police Justice.

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

Dated, \_\_\_\_\_ 189 \_\_\_\_\_ Police Justice.

0334

✓ 283  
B  
879  
Police Court, District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

John Cleo  
128 W. 12th St.  
Jenny Golden

offense  
Lawrence for the paper

BAILED,

No. 1, by .....  
Residence ..... Street.

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

No. 2, by .....  
Residence ..... Street.

Dated, July 19 1892

No. 3, by .....  
Residence ..... Street.

Duggan Magistrate.  
Barclay Officer.  
11th Precinct.

No. 4, by .....  
Residence ..... Street.

Witnesses .....  
No. .... Street.

No. .... Street.

No. .... Street.  
\$ 3.00 to answer G.S.



COMPLETED.

0335

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Jerry Golden

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

Jerry Golden

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

The said

Jerry Golden

late of the City of New York, in the County of New York aforesaid, on the 19th day of July in the year of our Lord one thousand eight hundred and ninety-two, in the night time of the said day, at the City and County aforesaid, with force and arms,

one promissory note for the payment of money, of the kind commonly called United States Treasury Notes, of the denomination and value of one dollar; one promissory note for the payment of money of the kind commonly called Bank Notes, of the denomination and value of one dollar; one United States Gold Certificate, of the denomination and value of one dollar; one United States Silver Certificate, of the denomination and value of one dollar.

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

De Rancey McCall District Attorney