

0 13 1

BOX:

488

FOLDER:

4453

DESCRIPTION:

Gallagher, William

DATE:

07/08/92



4453

0 132

BOX:

488

FOLDER:

4453

DESCRIPTION:

Creighton, John Jr.

DATE:

07/08/92



4453

Witnesses?

Offr. C. W.

26th Pursued

161 Kensington

Filed 8 day of July 1891-

161 Pleads, Not Guilty

THE PEOPLE

17 1896

3rd Cas' vs.

William Gallagher

22 1896

152 1896

152 1896

John Creighton, Jr

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

David B. M.

July 11/92
S. L. 7 d. 19
Foreman. 19

161 Pleads

July 11/92

161 Pleads

161 Pleads

161 Pleads

161 Pleads

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

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 sworndeposes 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
& stone Building
and which was occupied by deponent as a dwellling & 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
storeon 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 Lasts
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 byWilliam Gallagher and
John Craig Thompson (now here)for the reasons following, to wit: that on said date at10 P.M. deponent securely fastened
and locked the door 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

Officer Robert B. Matt, of the 76th 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, hitherto unrefused, 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 5th 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 _____ 1888 _____ Police Justice.
I have admitted the above named _____
to bail to answer by the undertaking hereto annexed.
Dated _____ 1888 _____ Police Justice.
There being no sufficient cause to believe the within named _____
guilty of the offence within mentioned, I order he to be discharged.
Dated _____ 1888 _____ Police Justice.

Police Court,	District,
THE PEOPLE, &c., on the complaint of	
vs.	
1. _____	
2. _____	
3. _____	
4. _____	
Date,	1888
Magistrate,	
Officer,	
Clerk,	
Witness,	
No.	Street,
No.	Street,
No.	Street,
\$ _____ to answer General Sessions.	

0 136

1377.

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 1892 } Robert M. Watt.

Charles Laintas
Police Justice.

0137

Sec. 198-200.

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

July 1894
Charles W. [Signature]

Police Justice.

0138

Sec. 198-200.

CITY AND COUNTY
OF NEW YORK,

5
District Police Court.

John Creighton Jr.
signed according to law, on the annexed charge, and being informed that it is his right to make a statement in relation to the charge against him; that the statement is designed to enable him, if he 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.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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 1894

Charles W. Hamilton
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 Kinton* 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. 833

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Joseph Petrone
489 Columbus Ave.
John Gallagher
John C. Ryan, Jr.

Officer
Burglar

BAILED,

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

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

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

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

Dated, July 5 189 2

Famintre Magistrate.

Matt & Cain Officer.

76 Precinct.

Witnesses Call the officers

No. Street.

No. Street.

No. Street.

\$ 1000 each to answer G. L.

Come 12th 9th

0141

1690
District Attorney's Office.

Per me
William Gallayson
Jal

July 22nd

Subpoenas issued for
Comp. & Officer and
summons for above 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 *15th* 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 *night* 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 Creghton, the younger
of the CRIME OF *Grand LARCENY in the second degree*, committed as follows:

The said *William Gallagher, and*
John Creghton, 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.

nesses: *Dr. C. W. Allen*

26th November

no 1
Counsel,
Heringhausen (a)

Filed 8 day of July 1897

Not Guilty

THE PEOPLE

1895

تحت التمسك

William Gallagher

Simulium clausum

22 w. Bird
152 w. Bird

John Creighton, Jr

DE LANCEY NICOLL,

District Attorney.

A TRUE BEEL.

Dan Adams
Jan. 17th 91
Wm. L. Pleas.

W. I. Pleads L. L. 7 d dec Foreman. 19

July 11/92

Vis. P. Leeds Knolly

100-66-31-deg.

10

100

0 146

BOX:

488

FOLDER:

4453

DESCRIPTION:

Gardino, Domenico

DATE:

07/08/92



4453

0147

Witnesses:

Thomas H. Hays
27th Precinct

Counsel,

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

THE PEOPLE

vs.

B

Dominico Landino

VIOLATION OF EXCISE LAW.
(Selling on Sunday, Etc.)
[Ill. Rev. Stat. (7th Edition), page 1083, Sec. 21, and
page 1089, Sec. 3.]

7 July 1892

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Samuel L. ...
Foreman.

7 forfeited July 29 1892

0 148

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 E 106th Street,
Dominico Gardino (now here)
did then and there ~~SELL~~ 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 Dominico Gardino
may be arrested and dealt with according to law.

Sworn to before me, this 28 day }
of March 1894 }
Police Justice.

0149

Sec. 198-200.

CITY AND COUNTY }
OF NEW YORK, } ss:

District Police Court.

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.

Bustler

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

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 1897 Wm. M. Mearns Police Justice.

I have admitted the above-named

defendant

to bail to answer by the undertaking hereto annexed.

Dated, March 28 1897 Wm. M. Mearns 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, _____ 1897 _____ Police Justice.

0151

BAILED,

No. 1, by

Residence

No. 2, by

Residence

No. 3, by

Residence

No. 4, by

Residence

Selling on Sunday

Police Court---

District

THE PEOPLE, &c.
ON THE COMPLAINT OF

Mrs Keefe
vs.
Dominic's Gun Shop

2

3

4

Dated,

March 28

1892

Witnesses

No.

No.

No.

\$



to answer

Paules

1884

Offense

Magistrate.

Officer.

Precinct.

Street.

Street.

Street.

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

Witnesses:

W. P. Mulcahy

20th June

Counsel,

Filed, 11 day of July 1895

Pleas,

Not Guilty (13)

THE PEOPLE

vs.

B

Jacob German

Defendant
Residing at 1111 Broadway,
New York City, and
Residence for trial, by request,
at Counselors' Hall, New York.

VIOLATION OF THE EXCISE LAW.
[Chap. 401, Laws of 1892, § 83].
Selling, etc., on Sunday.

DE LANCEY NICOLL

District Attorney.

A TRUE BILL.

James E. Smith

Foreman.

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 Germann

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

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

The said

Jacob Germann

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 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 Germann

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 Germann

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.

0 156

BOX:

488

FOLDER:

4453

DESCRIPTION:

Giddings, Ebbie

DATE:

07/08/92



4453

78. *aka* X

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

18 THE PEOPLE
of the County of Los Angeles
County of Los Angeles
Ellice Sedano

DE LANCEY NICOLL,
District Attorney.

Part 2 - July 21, 1892.

A TRUE BILL.

De Lancey Nicoll

Part 2 - July 25, 1892. Foreman.
Trial and Council of
an attempt of C. L. De Lancey

Ed. L. De Lancey
July 27/92

28

Witnesses:
Off. John Kennedy
Battery Park Sta.

Off. Lomax
Chapman Park Sta.

Subpoena Officers
to the
Comptroller
part

0158

Police Court

District.

Affidavit—Larceny.

City and County
of New York.

of No.

occupation

Street, aged

years,

being duly sworn,

deposes and says, that on the day of

1892 at the City of

New York, in the County of New York, was feloniously taken, stolen and carried away
and person Charles Kelly whose whom admits an endorsement to deposit
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 whom admits
an endorsement to deposit

and that this deponent

has a probable cause to suspect, and does suspect, that the said property was feloni-
ously taken, stolen and carried away by

Abby Giddings
(in her) for the reasons follow-
ing 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 defen-
dant dropped two five cent
pieces which he was running
away.

John Kennedy

Sworn to before me this

day

of

1892

Police Justice

0 159

CITY AND COUNTY } ss.
OF NEW YORK.

POLICE COURT,

DISTRICT.

of No. *John Kennedy* Street, aged *30* 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*

Atty. Gidding for having
from the person and deposes
prays the said Gidding be
held to enable him to prosecute
the complainant in court.

John Kennedy

Sworn to before me, this

of

189

at

Police Justice.

0 160

Police Court, _____ District.

THE PEOPLE, &c.
ON THE COMPLAINT OF

Alby James
US. *ARDAVIT. Jarceny*

Dated *July 3* 189

James Magistrate.

_____. Officer.

Witness, _____

Disposition *\$500 ex July 4-10 am*

0 16 1

(1895)

Sec. 193-200.

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.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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.

Taken before me this

day of

189

2

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. Sullivan
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 8* 189 *W. J. Sullivan* 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.

0 163

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

BAILED

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

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

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

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

Police Court,..... District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

John Kennedy
vs.
Alley Giddings

Dated, July 4, 189.....
Magistrate.

Witnesses
Thomson Smith
Pan Public Street.

No. Street.

No. Street.

\$ 5.00 to answer G.S.

500 Ex July 6th 1894

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 *night*time 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 Launcy 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 est (25)

THE PEOPLE

vs.

B

James Bulbert

VIOLATION OF THE EXCISE LAW
Selling, etc., on Sunday.
[Chap. 401, Laws of 1892, § 32.]

DE LANCEY NICOLL.

District Attorney.

A TRUE BILL.

Comme

Complaint sent to the Court
of Special Sessions, Foreman.

Part III, Vol. 20, 1893

0 167

Court of General Sessions of the Peace

1097

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 *tenth* 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.

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.

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BOX:

488

FOLDER:

4453

DESCRIPTION:

Gilmartin, Peter

DATE:

07/19/92



4453

Witnesses:

Off. News

22 P.

211

Counsel,

Filed 19 day of July 1892

Pleads,

Not Guilty

THE PEOPLE

19. 5 P. M.

His Honor Judge I

Peter Gilmarin

Patricia Lammie

Stator

Stator B.

W 32 off the W 4

Section 406 of the Code of Criminal Procedure, Chapter 30, Article 1, of the Constitution of the State of New York.

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

Edmund R.

Foreman.

W 2 - July 22, 1892

Read and Certified of
Dungley 3rd Degree

Ed. R. of NY

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0170

Police Court—H District.City and County } ss.:
of New York,of No. 204 West 64Street, aged 29 years,occupation Shoemaker

being duly sworn

deposes and says, that the premises No. 456 West 57Street, 72 Wardin the City and County aforesaid the said being a five story brickdwellingand which was occupied by deponent as a shop and living apartments on theground 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 apartmentson the 6th 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 dollarsthe 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

Peter Gelmarini, Morris Heres and John
Reynolds who has already been indicted, and is
now confined in the House of Correction
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
Victorio Legiorio, that on said day about

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

Sworn before me
this 13th Day of July 1894 Louis Gasabona

J. J. Kellmuth

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

Police Court, District.

THE PEOPLE, &c.,
on the complaint of

Offence—BURGLARY.

1.
2.
3.
4.
5.

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

Question. What is your name?

Answer.

Peter Gilman

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.

634 West 15th St. 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 Gilman

Taken before me this
day of *July* 189*4*

Police Justice.

J. J. [Signature]

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* 189*2* *J. N. 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

BAILED.

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

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Police Court--- District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF
Louis Casselton
vs. *Peter Gilman*
1 _____
2 _____
3 _____
4 _____
Offense _____

Dated *July 13* 189*9*

Kilbrack Magistrate.

Morris Officer.

23rd Precinct.

Witnesses *Louis Ligiorgis*

No. *2nd* Street.

No. _____ Street.

No. _____ Street.

No. _____ Street.

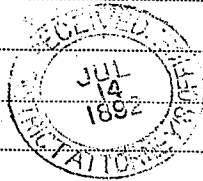
No. _____ Street.

No. _____ Street.

No. _____ Street.

\$ *1000* to answer *g.B.*

Emm



0175

CITY AND COUNTY }
OF NEW YORK, } ss.

1877.

Antimo Ligiorio
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 1892 } *Antonino Ligiorio*

J. H. Smith
Police Justice.

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

Donio Rasabona —

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 *Donio Rasabona*,

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 forever 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 night 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 Rasabona,

in the dwelling house of the said Louis Rasabona,

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 Gruster
109 Melrose

Counsel.

Filed, 19 day of July 1892
 Pleads, Not Guilty

THE PEOPLE

vs.

Lewis Goldberg
Christian T. Dirkhahn
Louis Cooper
Isaac Ginsburg

*Grand Larceny, 2nd degree
 (False Pretenses)
 [Section 538, and 531, Penal Code.]*

DE LANCEY NICOLL,

Part I District Attorney.

Dec 14 1892

A TRUE BILL.

For his original

James E. Smith
Dec 14 1892

Foreman.

on recon. 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 a certain corporation was owner, in fee simple of a certain lot of land. Upon the strength of these representations the complainant parted with the sum of \$875.00 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 had 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

city & counties
of New York to

Bernard Austin
being duly sworn says. I live
109 Mott St. I have known
Mr. Grossman all his life
he has been my business
partner except the purchasing
of the title to the lots in ques-
tion on July 6th 1847. I was
in Delancey Park. Solomon Austin,
Isaac Grossman and Jacob Schwarz-
were with me. I talked in the Park
with Gushbury, Berkahn & Cooper.
I asked Mr. Gushbury in the
presence of Berkahn & Cooper
this question. I said good day, my
names is Mr. Austin. Have you
day in the office of the company 266
Grand St. and talked with Christo-
pher Gains Goldberg and he says to me
we have lots to sell in Delancey Park
and I asked him did the company
have a clear title to the land
and he said yes. & I asked
Gushbury what do you say to
that & Gushbury said we have
a clear title and thereupon he
gave me the price of the lots.

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 7³⁰ 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 & the car
 fare 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 the
 price yes. I asked him where
 he could find a deed and he said
 he could find 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. Next I went to the
 Company's office & showed them
 the card. He took the card
 then we present Berk Kahn &
 Cooper & Berk Kahn & I entered
 into an agreement to buy three
 more lots for 412⁵⁰ & gave the

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The People of Gainsburg

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 - - - - -	\$6,885.18

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.

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STENOGRAPHER'S MINUTES.

Third District Police Court

Bernard Amster

BEFORE

vs
Isaac Ginsberg and Louis Cooper

Now
Charles N. Taintor

June 30th 1892

WITNESSES.

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

Copy of Testimony of

Bernard Amster and

William Grossman

no

0191

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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. Burkhauf 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, Berkhauf 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

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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 ~~xxxxxxx~~ 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? ~~xxxxHaxxixxxHaxxixxx~~

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- 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?

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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 Burkhauf.
- 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 the 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

10 1

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 Burkhaue.

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. 260? A. 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? A. Yes sir, July 6th 1891.
- Q. Who was there July 6th 1891? A. Mr. Cooper, Mr. Burkhauf 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 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.

0202

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- 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. Q. 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 him 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 the 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 children? A. Yes sir, women and children all kinds of people.
- Q. You testified before that it was on the 6th of July you paid this 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

0208

18

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. Have 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.

02 12

22

- 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

02 14

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 30¹⁸ 92
at
11 o'clock and 12 min.
A. M.

Louis T.
Vorkhaus

✓

CLERK'S OFFICE, NEW YORK COUNTY.

NEW YORK, Dec. 5, 1892

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.

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 25th

day of June, 1892 hereunto annexed.

Sworn to before me, this 27

day of June 1892

Bernard Amster

Charles Nanta 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 Melrose* 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* hereto annexed.

Sworn to before me, this

day of *June*, 189*2*

..... POLICE JUSTICE.

02 19

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 N. Sinton 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
Rutgers Street, Occupation Agent;
and Morris Talk of No. 39 Canal Street,
Occupation Lumberman, 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

Louis Cooper
Morris Talk

Charles N. Sinton POLICE JUSTICE.

0220

City and County of New York, ss.

James J. Danaher
Police Justice.

Subscribed and sworn to before me this _____ day of _____ 189 _____

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 House with lot of

Land situated # 34 Canal
Street South of 7.000. Clear
Co. Civil City -
Moritz Trak

Undertaking to Answer.

THE PEOPLE, &c.
ON THE COMPLAINT OF

vs.

Taken the _____ day of _____ 189 _____

Justice.

Filed _____ day of _____ 189 _____

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

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

WE, Isaac Ginsberg, Defendant of No. 74 Lewis Street, Occupation Merchant; and David Bloom, of No. 5 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.

Given and acknowledged before me this 30th day of June 1897.

Charles A. Smith, POLICE JUSTICE.

Isaac Ginsberg
D. Bloom

0222

City and County of New York, ss.

Sworn to before me this
day of
March 1891
Charles H. ...
Police Justice.

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 One 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
located situated at no 95 Kewal
Street in said city valued at
Twenty Thousand Dollars free
and clear D. Bloom

THE PEOPLE, &c.
ON THE COMPLAINT OF

vs.

Taken the day of 1891

Justice.

Filed day of 1891

0223

Police Court—Third District.(1885)
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 6th 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.the property of this deponent, good & lawful owner
of the United States of Americaand 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. BerkmanLeurs 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 Deleeta
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 thisSworn to before me, this
day

189

Police Justice.

defendant, represented unto this defendant, that
 they were the actual owners of the said land &
 property, & could sell to this defendant any part
 thereof; that defendant 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 defendant has asser-
 tained and the said defendants have admitted
 to defendant that they never had any title in
 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 defendant to
 purchase said lands & to pay said money,
 and that at the time of the making of the
 said representations as aforesaid the defen-
 dants well knew then they did not own
 said land, had no deed thereof, & had no
 title thereto & that defendant ~~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
 defendant.

Shown to be for me Bernard Amador
 this ~~10th~~ ^{25th} day of June 1892

Charles J. Luntin
 Police Justice

0225

Sec. 198-200.

CITY AND COUNTY
OF NEW YORK, ss.

District Police Court

Charles D Burkhalter 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 Burkhalter

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.

228 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 Burkhalter

Taken before me this
day of July 1894

Police Justice

0226

Sec. 198-200.

District Police Court

CITY AND COUNTY
OF NEW YORK.

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

Question. What is your name?

Answer.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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.

Taken before me this

day of

Charles W. Davidson

Police Justice.

0227

Sec. 198-200.

3 District Police Court.

CITY AND COUNTY } ss.
OF NEW YORK.

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 on 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

28

day of

*Sept 1894**Charles J. Smith*

Police Justice

0228

Sec. 151.

CITY AND COUNTY
OF NEW YORK,

ss.

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

Police Court.

District.

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 K. Lester
of No. 109 West Street, that on the 6 day of July
1897, 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 Dollars,
the property of Complainant

w^{as} taken, stolen and carried away, and as the said Complainant has cause to suspect, and does
suspect and believe, by Bernard 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 Police, and every of you, to apprehend the body of the
said Defendant and forthwith bring him before me, at the 3 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 25 day of June 1897

Charles M. Fairbanks
POLICE JUSTICE

0229

Police Court.....District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

vs.

Warrant-Larceny.

Dated June 25th 1892

James 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

4

Russia

64 Rutger St.

June 28-92

Isaac Gustberg.

42-43

Russia

Dry Goods

74

Lewis St.

Brooklyn

July 6th 92.

Louis Greenberg

305 Russia

Bro. Factory

41

104 E. 102nd St.

Charles W. Bruchman

48-49

Russia

Ans. D. Ross.

41

225 E. 81st 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 Isaac Ginsberg Defendant
with the offense of Moral Larceny

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. 44 4th St Brooklyn
Street, by occupation a Merchant
David Bloom and of No. 75 Canal Street,
by occupation a Merchant Surety, hereby jointly and severally under-
take that the above-named Isaac Ginsberg Defendant shall personally
appear before the said Justice, at the 3 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 100
Hundred Dollars.

Taken and acknowledged before me this 28
day of June 1897

Isaac Ginsberg
David Bloom
Charles Vaintor Police Justice.

0231

City and County of New York, ss:

Subscribed and sworn to before me this 1st day of May, 1891.
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 Twenty 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 off Canal St. East

Twenty thousand Dollars
free and 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 Louis 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 1899 Charles N. Linton Police Justice.

I have have admitted the above-named Isaac Ginsberg Louis Cooper to bail to answer by the undertaking hereto annexed.

Dated, June 30 1899 Charles N. Linton 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.

0233

\$1000 Ex Emerg. getm. (14) 207.4 (331)
30--- Police Court, District.

THE PEOPLE, &c.
ON THE COMPLAINT

Bernard Amster

vs.

1. _____
2. Louis Leary
3. Isaac Ginsberg

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

Witnesses _____
No. _____ Street.
No. _____ Street.

No. _____ Street.
\$ 500 to answer 48.

No. 1 can Bail
No. 2 Bailed

BAILED, Moritz Folk
No. 1, by 39 Canal Street.
Residence. _____
No. 2, by David Bloom
Residence. 75 Canal Street.
No. 3, by Moritz Folk
Residence. 39 Canal Street.
No. 4, by _____
Residence. _____ Street.

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 ^{and} Charles Birkhofer
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 they give such bail.
Dated July 6 1896 A. J. Hoffman Police Justice.

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

Dated July 6 1896 A. J. 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

BAILED.

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

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

No. 3, by Mositz Tolh
Residence 39 Canal Street.

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

836 710
Police Court--- District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Emmanuel Amster
109 Mallett St.
Harry Goldberg
Charles D. Burkholder
Louis Cooper
Isaac Gumburg

Dated July 6. 1892
Hagan Magistrate.
Hagan Officer.
Christ Precinct.

Witnesses Wm Grossman
252 Delancey St.
See the order hereto

attached
Adolph Street.
Wesley 200 Broadway
San 1892

500 Chas Frank Street.
Bailed 217 Church St.
August P. Wagener 59 2nd Ave
Attorney for Complainant

0236

Sec. 568.

3

District Police Court.

1843

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.

IWE,

Charles D. Burkahn

Defendant

of No. 225-

E. 81st

Street, Occupation

Real Estate

; and

Emma Rosenfeld

of No. 205-

E 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

189

POLICE JUSTICE

0237

City and County of New York, ss.

Police Justice.

Sworn to before me this 6th day of June 1890

Baranna Rosenfeldt
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
Bowling Green in said City and of
the value of Twenty Thousand dollars
clear of all encumbrances. Baranna Rosenfeldt

THE PEOPLE, &c.
ON THE COMPLAINT OF

vs.

Undertaking to Answer.

Taken the day of 189

Justice.

Filed day of 189

0238

Sec. 568.

1842

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
Larcenyupon which he has been duly admitted to bail in the sum of Five Hundred Dollars.WE, Lewis Goldberg Defendant of No. 107 E.
182nd Street, Occupation Paper Boxes; and
Rosanna Rosenfeld of No. 215 E. Broadway Street,
Occupation Wom. Surety, hereby undertake jointly and severallythat 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 1892Lewis Goldberg
Rosanna Rosenfeld
POLICE JUSTICE.

0239

City and County of New York, ss.

Police Justice.

1891

Sworn to before me

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 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 ten

Acres and known as 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

J. J. Tracy STENOGRAPHER'S MINUTES.

District Police Court.

THE PEOPLE, &c., IN COMPLAINT OF

Bernard Amster
Louis Cooper
Isaac Ginsberg

BEFORE HON.

Chas. H. Conitor
POLICE JUSTICE,
June 20 1892

APPEARANCES: { For the People, _____
For the Defence, _____

188

INDEX.

WITNESSES

Direct Ex.

Cross Ex.

Re-Direct.

Re-Cross.

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<i>Louis Cooper</i>	68	78	79	82

J. J. Tracy

Official Stenographer.

New York June 3rd 1892
 Third District Police
 Court
 Hon Charles H. Smith
 Presiding Justice.

Bernard Anster

Dance Ginsberg
 Louis Cooper ~~and~~

Bernard Anster being
 fully sworn, deposed and
 says he live at No
 109 Willett St. and was
 a Custom Peddler.

Q. Do you know the
 Defendants Carpenter
 and Ginsberg?

A. Yes Sir,
 On the 6th 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, \$87.50⁰⁰
Q. What did they say
before you paid
that money?

A. I spoke to these
men Livelsberg 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 saw

(2)

8.

Then, Lots at Helecta
Park, I was com-
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. Very well Tell us

A. What he said?
I said I like
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

21

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. Byrhan and
Goldberg

5

6.

Q. Does the Court What
else took place?

A. I handed that ^{and}
the three said may
be you want to buy
more, I said when
you give it cheaper
Cooper, ^{and} the other two
were there, ~~Linberg~~
was not there, I can
not say, I see, I
cannot 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, Bergham and
Goldberg I talked

4

- To the three, if they would let me have it for \$2175, 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 5 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.
- Q. To whom did you pay the rest money?
- A. Mr Cooper.
- Q. Did you get a deed of the property?

S.

Q. 1. No Sir,
 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.
 Imburg was in
 Delcota Park but
 not in the Office,
 and he asked me to
 see, he may have
 been at the Office
 8

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 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.

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 6th of July.

Q. Did you ask for the deed?

A. Yes, I went into the office and asked them in the office, Cooper, Ginsburg, Goldberg and Berkman, he gave me the 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 Ginsburg was there.

Q. Did you get a

11
 Q. Need? No Sir,

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

A. Q. When? Yes Sir,

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

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

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

A. Q. No Sir, Did you sign any papers?

A. Q. Yes Sir, Who wrote it?

12.

Q. Goldberg, Leigh
 2. signed it? There is that
 Q. paper?

Q. I gave it to
 my Attorney Grossman
 the last of August 1891
 2. When you paid
 the \$84.50 did you
 get a receipt?
 A. No, no paper

2. nothing at all
 If they had
 not told you they
 were the owners and
 could give good title
 you would not have
 paid the money?

Q. Yes Sir, I
 paid the money on
 2. that condition Is that
 all the money you

13

paid on account
of the 5 Lots?

A. Q. Yes Sir
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. Q. Sept 5th / 91
Did they give you
a writing then?

A. Q. Another contract
Did you know

13

14.

What was your answer?

A. Q. Yes Sir,

Q. What is the paper?

Who was your attorney?

A. Q. Mr. Grossman

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

A. Q. Yes Sir,

Q. Did you ever get a deed?

A. Q. They promised it, no.

Q. Why did they not get it?

A. Q. 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. Q. I asked for the

15

Q. first one After the 5th of Sept Contract did you ever ask for a deed?

A. Yes Sir, I asked on the 1st 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, I did not. 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
 Q. It was
 adjourned to the 13th
 of October

Q. Did you
 get it then?

Q. 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
 21st of October

Q. Did you get
 it then?

Q. 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.

A.

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

181

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 fire them.
Gross Persecution

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

A. 2. At Belmont Park, that was the first time.

Q. 2. Yes Sir, Did you direct him there by accident, or had it been arranged that you should meet him?

Q. 2. By accident, Was his wife with him?

A. No Sir
 19

20

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

A. I don't know many
people.

Q. Who was with
him?

A. Cooper, and
Berkhardt.

Q. Were they
talking together?

A. Yes Sir, I
went 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 Sir.
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
in the car?

A. He met me, I
got into the same

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

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

A. He said that
he wanted \$225 for
the corner lot, and
200 for the rest.

Q. Did you understand
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
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?

Q. I said
I did care for that,
if it costs fewer
hundred dollars, I
would buy them, he
talked with Cooper^{and}
Burkham

Q. Here they in
the car with him

(23)

24

Q They were on the
other side

Q. Then what
took place?

Q. Mr. Ginsberg 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
knew I paid him
fifty dollars in bills
two \$20's and one
ten \$ bill, and the
car was going,

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. Gussberg did not
sign the company's
name?

A. "Oh his own
name."

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

A. I went home.
When did you go to
Grand St. No. 260?

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

A. "Oh his own
name?"

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

A. I did not leave home.
When did you go to
Grand St. No. 260?

A. 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. Goss Sr.,
Did Mr. Ginsberg did not
sign the company's
name?

A. "Oh his own
Ginsberg."

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. No. 260?

Q. I was coming
home and rather than
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

Q2. Yes Sir, July 6th/91
 Who was there
 July 6th 1891?

Q. Mr Cooper,
 Mr Berkham, and Mr
 Leigh

Q. Was Mr Ginsberg
 there?

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

Q. If he had been
 there you ^{would} (not) have
 remembered it.

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

Q. You were there
 on July the 6th?

Q. Yes Sir. I
 was there.

Q. Who wrote
 the Contract?

24

Q. 8

Q. Lighter, he came ^{and}
 read it through, ^{and}
 signed it, he ~~see~~
 wrote the contract,
 foldberg had been
 writing a contract
 for those lots, I
 bought three more
 lots.

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

A. No Sir,
 Q. Not in the office
 when Knisberg was
 not there?

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

29

Q. -ing how much
you had paid on
account?

A. I gave
that card up
that time I brought
in the Office the
three other lots.

Q. You first paid
\$50, and \$25, and
then \$1250?

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
Mortgage (29)

Go.

Q. That Contract
you made July 6th 1911
you gave to your
Attorney?

Q. Under the Contract
of July 6th when
were you to get your
Deck?

A. Sixteen or 17

Q. Days after that?

Q. You did
not get it?

Q. No Sir,
Why did you go
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

31

fooled me, I never
 ever meet to another,
 that if I did not
 pay my money on the
 1st 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 must have
 and made this
 Centraer Sept 5th
 1891?

Q. Yes Sir
 Under this Centraer
 you were to get the
 deed on the Seventh
 of October?

Q. Yes Sir
 Why did they fix the
 Seventh of October?
 31

Q.I.

Q. My Attorney was
 conducting the place
 and it went all right

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 come home
 before

Q. 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?

Q.V

88

A. The best thing one could do is to make it the 15th 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 7th of October was that title was to be given them on the 6th 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

89

34

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

Q. 2. Yes Sir,
 you told me every
 thing?

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

A. I am Delecta

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

A. Because when

Q5

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

Q.

that.

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

A.

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

A.

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

Q.

Who, ask you?

Q6:

A. A man came to
me.

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

A. Q. Yes 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. Q. 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 6th of July

A. You paid this money?
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

Ha

paid, on the 6th of July
I paid the (\$37.50)
with 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
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

A. Yes Sir, he was
Q. the head man

Q. Did you see his
Wife?

A. Q. No Sir
Q. You saw children
and women there?

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

Q. On the day that
on the 7th you got
the agreement?

A. Q. 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. Q. Yes Sir,
Q. When did you pay

42.1

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

Two weeks
 after the ~~seventh~~ ^{you} went to the Office and
 asked for a deed.

Q. 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?

A. Q. Several times
 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
 from the 6th
 of July to the 6th 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 price 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 7th of October,
the search was not
ready?

A. No, it was
not ready.

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

44

45

Q. Yes Sir, they said they would make it on the 5th

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

A. Sure, I was

Q. ready Why would you have taken it (the seed) 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?

Court. Is No 260 Grand St

46.

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

Q. Did you ever
see this Contract?

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

Q. Ginsberg there, when
that was signed,
Jan 5th, when it
was signed?

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

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

0288

HH

Q. September Have you
tried to collect
this judgment?

Q. Yes Sir,
I have but your
firm has these
people did not
return their property?

Q. October 25th by
my attorney

Ordered to be returned
this 30th day of June 1891

Police Justice,

(HH)

H.D.)

William Grossman
being duly sworn
deposes and says, &
that is to say,

Q.

Were you employed to
search the title of the
Manhattan Land and
Improvement, Smiling
Brook Association of
Detecta Park?

A.

Yes Sir,
I searched in the
months of September
and October 1891, I
found they had no
title to property in
Detecta 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, just before the
Q. Was
Finberg present?

A. Did not see him.

Q. Were you informed at that time by any one present that the Corporation had no title to the property? Did not had it under contract? You were his attorney?

A. Yes, I drew the Contract Dec 5th

Q. At the request of both parties of the 16 days Contract

50.

Q. You were his Attorney?

A. I was, I did you know that the Company held the property only under contract, I

Q. Was so informed by Goldberg, Did you tell the Commissioner 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

57

Q. On that day? Some
\$84 had been paid
before the balance
was paid on that
day.

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

Q. They requested
that Golding said
they could 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 did not know that
I did. Do you know
whether he knew this
property was owned
by these people?

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

Q. Do
you know whether the
property was sold
under contract
only?

A. I thought
they owned the
property, he told

F.B.I.

me He did not hear
that remark that
they owned the

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

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

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

Q. Where
the Defendants
remained 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?

Q. Mr. Goldberg?

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

Q. No, Sir,
Mr. Goldberg and
Cooper were there

Q. This contract
of Dept. recommended
the receipt of \$231,
that includes all

Q. He paid previously?
Yes Sir, that
154

55

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

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

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

Sworn to before me }
 this 30th day of m^{ch} 1892 }

Police Justice

(55)

56

Dan Gindberg being
only more deposed ^{Aug}
days, I live at 74

Q. Lee Avenue, Brooklyn,
Do you remember
meeting the Con-plain-
ant July 6th 1891 - at
Hedden Park?

A. I saw
him.

Q. Who was there
with you?

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

Q. A. No Sir,
Who was there with
you?

Q. A. My wife,
Did you arrange to
meet him there, or
was he was going

54

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

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

A. 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?

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

Q. Did you ever
54

58.

Q. Talk to him about these Lots?

Q. I was there for pleasure with him when you and your wife were talking?

Q. Mr. Barkham 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

58

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's Office, or do you know anything about the Company since July 6th 1891?

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

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 6th 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 had. Three hundred dollars but I would lose it.

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

(61)

62.

A. Q. Yes Sir, Was Berkham there?

A. Q. Who else belonged to the company?

A. I do not know.

Q. Was Mr Cooper there, if you remember?

A. Berkham was there, — I think

Q. Cooper was there

A. Are you sure Cooper was there?

Q. I am not sure, Who

else was there of the company?

A. I cannot say — Goldberg

(3)

Q. Was there ~~any~~ talked
with the complainant
in the car?

Q. ^{to Sir} Where did you see
him?

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

Q. With whom
did he talk

A. With all
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)
hundred 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 I see
Gross Illumination

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 (Q & A) issued by the Company?

Q. Yes Sir,
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. No Sir,
Do you not know
the Company is
burst up and you
have formed another?

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

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

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

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

(66)

0308

64

A. I am not sure,
I do not know, I
counsel for Ginsburg
move to dismiss the
complaint against
Ginsburg

Court. Motion denied, he
admits that he was
one of the company

Present before me
this 30th day of November

Police Justice

64

68.

Louis Cooper of 64
Rutgers Street, being
duly sworn, deposes
and says,

Q.

When did
you see the Couple-
-man first?

A.

At Helicta Park
with Reuben, I went
there on Sunday with
my Wife, Child and
Nurse,

Q.

Was it the next
day after May 4th /91
that you saw him?

A.

Q.

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

A.

I never
spoke to him there
at Helicta Park

Q.

Did you speak to
anybody about that
68

69.

business, with ref-
-erence to Mr. Amster's
business?

A. 2. No Sir, I re-
-member there?

A. 1. I saw the tall
man there, I saw

Q. 2. What did he
ask you to do?

A. 1. 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
the land.

Q. 2. Did you see
Mr. Amster in the
cars?

69.

40

Q. Yes Sir,
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
Twenty Five Dollars a
week (\$25), and I
was there the whole
day.

Q. Were You There
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

03 12

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 5th
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

Where you a share
holder in that Company
A, but afterwards
if a man wanted to

41

0313

72.

To secure 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 \$100
 \$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 -
 never saw them
 72.

43

Q. Cross Examination Here

A. You a Director I was

Q. not I was Where do you

Q. live? 2222, Pacific
Street, Brooklyn, near
the House of the Good

Q. Shepherd You saw

A. This card before?
Yes Sir, when
they did not pay 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", We
know you are a

43

74

Q. Citizens? They said.

A. ~~There were~~ were ~~on~~ on the Charter?

Q. 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 sent to Philadelphia.

Q. What is your

45

Q Business?

A Worked Holmes and

Q Out on Bail?

A No Sir, my family is in Europe

Q Arrested?

A Since I saw him in the office,

Q Where was that?

A It was when the Laumer wrote the Contract, they never gave me any information of what the Company did, they gave me orders to go and grade the Streets, the door was closed, I saw them do something.

75

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 15th and 20th.

Q. Who told ^{you} what to do there?

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

Q. Look after the train and did you stop at the office?

A. Only once a week, to get my orders.

Q. Did you stop every week?

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

77

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?

A. I was there
 on that day

Q. You were a Director
 afterwards?

A. I do not

Q. Know what was the
 Company organized
 for?

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

77

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 satis-
-faction 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 }
This 30th day of June 1892 }

Police Justice

(78)

49

Recall of Gimbury

Q. What was this company organized for?

A. To make Lots and sell them.

Q. From whom were they going to buy the Lots — Who were

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

Q. Why did they buy it?

A. I do not know.
Q. Did you ever look to see whether Lighter 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 put
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,
(80)

Q1

Amounted Dollars?

A. ^{By Check.}
 Motives to dismiss in regard
 to Ginzberg, denied
 Motives to dismiss in regard to
 Cooper - denied

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

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

Could to Cooper - can you
 get bail?

A. No, Sir, my
 wife is in Europe.

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

(P1)

0323

P2

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

Sworn to be before
me this 5th day of June 1892
Police Justice

P2

0324

210

District Police Court.

Edward J. Ginter

vs.
George Ginsburg
Lewis Cooper

Grand Jurors

STENOGRAPHER'S TRANSCRIPT.

June 20th 1892

BEFORE HON.

Chas. H. Lankford

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

*Levin Goldberg, Christian
D. Birlachman, Louis Cooper
and Isaac Gindberg*

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

*Levin Goldberg, Christian D. Birlachman,
Louis Cooper and Isaac Gindberg* —

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

The said *Levin Goldberg, Christian D.
Birlachman, Louis Cooper and Isaac Gindberg*, 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 Levin Goldberg, the
Recording Secretary, and the said Louis Cooper
and Isaac Gindberg* directors, was then the
owner absolute, in fee simple, of certain real
property and estate in the town of *Manhasset*,
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 of the said City*; 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 Bernard Amster, by means of 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 Seider 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 Lewis Goldberg, Christian D. Birlachman, Louis Cooper and Isaac Ginsburg 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 Lewis Goldberg, Christian D. Birlachman, Louis Cooper and Isaac Ginsburg to the said Bernard Aruster was and were then and there in all respects utterly false and untrue, as they the said Lewis Goldberg, Christian D. Birlachman, Louis Cooper and Isaac Ginsburg, at the time of making the same then and there well knew;

And so the Grand Jury Aforesaid, do say that the said Lewis Goldberg, Christian D. Birlachman, Louis Cooper and Isaac Ginsburg — 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
 evidence of this case
 and am convinced
 that the defendant
 is guilty of a
 crime of a
 dangerous character
 and I recommend
 the death penalty
 to the jury.

I certify, I recommend the

death of the defendant

Respectfully,
 J. Edgar Hoover

0329

BOX:

488

FOLDER:

4453

DESCRIPTION:

Golden, Jerry

DATE:

07/22/92



4453

0330

Witness:

John C. C. C.

11 128. North St

off Guilford

11. P.

283

Counsel,

Filed 22 day of July 1892

Pleads, Not guilty. (25)

THE PEOPLE

1918 26 vs.

note
Jerry Solomon

Grand Larceny, 4th Degree.
(From the Person, Penal Code.)
[Sections 828, 829]

DE LANCEY NICOLL,
District Attorney.

A TRUE BILL.

Edmund A. C. C.

July 27/92
Pleads
Foreman.
Petition Larceny

1892 Jan 28

0331

(1895)

Police Court—3rd District.

Affidavit—Larceny.

City and County }
of New York, } ss.

of No. 128 Hester Street, aged 30 years,
occupation Cyprus being duly sworn,

deposes and says, that on the 19th day of July 1899 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. Georgiadis, 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 balancing
up the day's business, when
the said defendant came
along and feloniously took stole
and carry away the said property
from deponent's hand
Sam Eleftherio

Sworn to before me, this 19th day of July 1899

Police Justice.

0332

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

July 19 1888
John J. [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

Alfred guilty thereof, I order that he be held to answer the same, and he be admitted to bail in the sum of 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 Deputy 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 he to be discharged.

Dated, _____ 189 _____ Police Justice.

0334

✓ 283-
Police Court,

879
District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

John Cles-les
128 W. 12th
John Golden

Lawrence for the people
offense

BAILED,

No. 1, by.....

Residence..... Street.

No. 2, by.....

Residence..... Street.

No. 3, by.....

Residence..... Street.

No. 4, by.....

Residence..... Street.

Dated, *July 19* 1892

Duggan Magistrate.

Barclay Officer.

11th Precinct.

Witnesses

No. Street.

No. Street.

No. Street.

\$ *3.00* to answer *G.S.*

COMMITTED.

0335

501

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 de-
nomination 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 Eleoplos*
then and there being found, from the person of the said *John Eleoplos*
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