

0275

BOX:

75

FOLDER:

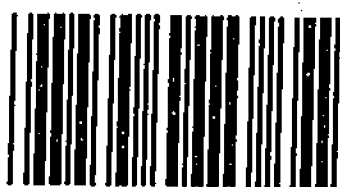
843

DESCRIPTION:

Burrill, William

DATE:

09/13/82



843

0276

BOX:

75

FOLDER:

843

DESCRIPTION:

Burrill, William

DATE:

09/13/82



843

0277

7
16
Filed 13 day of Sept 1882
Pleads *Criminally*

THE PEOPLE
vs.
William Brinick
19 Nov 1882
P
ASSAULT AND BATTERY.

Dep 21/6
JOHN McKEON,
District Attorney.
Pleads guilty.

A True Bill.

25

John H. Clark Foreman.
Dep. Dist. Atty. 19
1 Year less \$1000 fine.
E.D.

0278

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 Burville

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

John Burville

of the CRIME OF ASSAULT AND BATTERY, committed as follows:

The said

John Burville

late of the First Ward of the City of New York, in the County of New York aforesaid,
on the *twenty ninth* day of *August* in the year of our Lord
one thousand eight hundred and eighty *two* at the Ward, City and County
aforesaid, in and upon the body of *John Paine*
in the peace of the said people then and there being, with force and arms, unlawfully
did make an assault and *beat* the said *John Paine*
did then and there unlawfully beat, wound and ill-treat, to the great damage of the
said *John Paine* and against the peace of the
People of the State of New York, and their dignity,

JOHN McKEON, District Attorney.

0279

99th St. Hospital
Aug 29, '82

Police Magistrate
5th Dis Court

How Sir.

John Bane
is in this hospital suffering
from a compound comminuted
fracture of the nose. Which
will probably be serious.

Respectfully

Geo. Ferguson
House Surgeon

0280

FORM 11.

Police Court—

District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

William Russell

AFFIDAVIT, A. & B.

Dated *29 August* 18*83*

W. Justice.

Crowe. Officer.

Witness

\$..... to Ans. Sess.

Bailed by

No.

0281

Police Court—

District.

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

of No.

James Crowe
31 Penick Police

Street,

being duly sworn, deposes and says, that

on *Tuesday* the *29* day of *August*
about 2. Am.

in the year 18*77*, at the City of New York, in the County of New York,

John Payne, now in Hospital

was violently ASSAULTED and BEATEN by *William Burrell*
now present. That said Payne in presence
of deponent and said Burrell, charged
said Burrell, with striking him in the
face with a stone, inflicting a serious
injury.

without any justification on the part of the said assailant

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

Sworn to before me, this

day of

18*77*

Andrew White

POLICE JUSTICE.

James Crowe

0282

Police Court— 5. District.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK, } ss.John Paine 52 years of age
of No. by occupation a watchman, residing 476 Street,
Claremont Avenue Brooklyn being duly sworn, deposes and says, that

on Tuesday the twenty ninth day of August

in the year 1882, at the City of New York, in the County of New York, at about two

o'clock A. M., at Sun Park Entrance on West 92nd Street

Said City he was violently ASSAULTED and BEATEN by William Burrell (nowhere)

who then and there did strike deponent a violent
blow upon deponent's face, with a stone, which said
Burrell then and there held in his hand, inflicting
serious wound, and breaking deponent's nose. That
said Burrell did so assault and beat deponent who
was then in the discharge of his duty as watchman
without any justification on the part of the said assailantWherefore this deponent prays that the said assailant may be apprehended and bound to
answer the above assault, &c., and be dealt with according to law.Sworn to before me, this 4th

day of September 1882

x John Paine

Marcus Ottobony

POLICE JUSTICE.

0203

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 B. ...
1476 ...
William Burrell

2 _____
3 _____
4 _____
Offence, *Drunk and Battery*

Dated *Sept 4* 188 *2*

John B. ... Magistrate.

James ... Officer.

31 ... Clerk.

Witnesses, *Wm. H. ...*

No. *70 ...* Street,

No. _____ Street,

No. _____ Street,

\$ *100* to answer
Sept 4 1882
CLERK'S OFFICE

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 *William Burrell*

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

Dated *September 4* 188 *2* *Moreen ...* Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0284

Sec. 198-200.

CITY AND COUNTY }
OF NEW YORK, } ss.5
DISTRICT POLICE COURT.

William Burrill 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~~ waiven cannot be used against ~~him~~ on the trial,

Question. What is your name?

Answer. William Burrill

Question. How old are you?

Answer. 19 years

Question. Where were you born?

Answer. Yorktown, Virginia

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

Answer. 483 Leventh Avenue

Question. What is your business or profession?

Answer. Harster

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 did strike the complainant in self defence,

W. William Burrill

Taken before me, this 4

day of September 1888

Meritt C. Sturtevant Police Justice.

0285

BOX:

75

FOLDER:

843

DESCRIPTION:

Butler, John

DATE:

09/07/82



843

0286

John Butler
Sept 7

Day of Trial,

Counsel,

Filed

day of

Sept

188*2*

Pleads

guilty

THE PEOPLE

P

vs.

John Butler

JOHN McKEON,

Part 2. Oct. 5, 1882 District Attorney.

Tried and acquitted

A True Bill.

John McKeon
Foreman

0287

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

John Butler

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

John Butler

of the CRIME OF Assault and Battery upon another by such means and force as was likely to produce death with intent to kill committed as follows:

The said

John Butler

late of the City and County of New York, on the twenty seventh day of August in the year of our Lord one thousand eight hundred and eighty-two, at the City and County aforesaid, with force and arms

in and upon one Maurice McNamara then and there feloniously made an assault, and the said John Butler a certain bottle which he the said John Butler in his right hand then and there had and held, to, at, against and upon the said Maurice McNamara then and there feloniously did cast and throw, and the said John Butler with the bottle aforesaid so by him cast and thrown as aforesaid, him the said Maurice McNamara, in and upon the head of him the said Maurice McNamara did then and there feloniously beat, cut, strike and wound, the same being such means and force as was likely to produce the death of him the said Maurice McNamara, with intent that the said Maurice McNamara then and there feloniously to kill against the form of the statute in such case made and provided and against the peace of the People of the State of New York, and their dignity. John O'Keefe District Attorney

0200

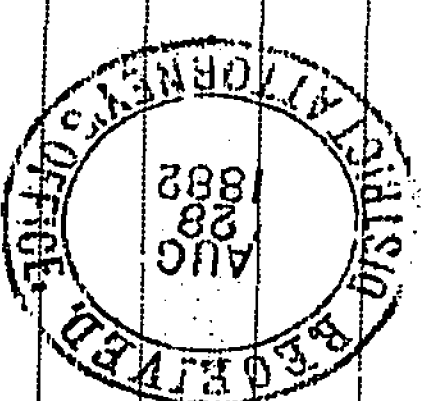
BAILED,
No. 1 by James J. Kearney
Residence 223 York Street
No. 2, by _____
Residence _____
No. 3, by _____
Residence _____
No. 4, by _____
Residence _____

713
Police Court District

THE PEOPLE, &c.,
ON THE COMPLAINT OF
James J. Kearney
James J. Kearney
Offence, Robbery

Dated August 28 1882

Henry Ford Magistrate.
W. J. Kearney Officer.
J. P. Keat Clerk.



Witnesses, _____
No. _____ Street, _____
No. _____ Street, _____
No. _____ Street, _____
to answer _____
James J. Kearney

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 John Keat

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

Dated August 28 1882 J. Henry Ford Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0289

Sec. 198-200.

CITY AND COUNTY }
OF NEW YORK, } ss.2^d
DISTRICT POLICE COURT.

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

Question. What is your name?

Answer. *John Butler*

Question. How old are you?

Answer. *22 years*

Question. Where were you born?

Answer. *England*

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

Answer. *Hudson Street: 3 months.*

Question. What is your business or profession?

Answer. *Domestic man*

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 did not assault him.*

The officer was going up stairs. I came up stairs with a man. I saw the officer and two other officers and the officer came up to the stoop and ^{said} you are the man that struck me with a bottle.

Taken before me, this *2^d*

day of *August* 188*2*

John Butler

J. Henry Ford

Police Justice.

0290

Police Court 2^d District.

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

of No. the 8th Police Precinct Street,

being duly sworn, deposes and says, that
on Sunday the 27th day of August
in the year 1882 at the City of New York, in the County of New York,

he was violently and feloniously ASSAULTED and BEATEN by John Butler

(now here) who wilfully and maliciously
did cast from his hands at the person
of deponent a certain deadly instrument
to wit: a soda water bottle which struck
this deponent on the head thereby causing
a serious wound.

That while deponent was in the lawful
discharge of his duty as a police officer
he was so assaulted and beaten

with the felonious intent to take the life of deponent, ^{and} or to do him bodily harm; and without any
justification on the part of the said assailant :

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

Sworn to before me, this 28th day of August 1882

of

1882

Maurice M. Namara
J. Henry B. B. POLICE JUSTICE.

0291

BOX:

75

FOLDER:

843

DESCRIPTION:

Byrne, Charles

DATE:

09/19/82



843

188- Balladine
over the 2nd with

Day of Trial, Oct 3rd
Counsel,
Filed 19 day of Sept 1882
Pleads Mr Quincy Apr 2/13

THE PEOPLE

vs.

Charles A. Byrne
Circled to Ch. B.
Agent of Viper and Pennington
for Feb. Dec. 4/83

ap¹⁶

JOHN McKEON,

Oct 22/83 District Attorney.

Paul E. DeLoach
A True Bill.

Wm. J. Connelley
Foreman

James M. Watson

202 Adelphi St

Baltimore

Bond renewed July 12/83

Bailed by George G. Ward

401 Grand St

0293

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Charles A. Byrne

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

Charles A. Byrne

of the CRIME OF Perjury:
committed as follows:

The said Charles A. Byrne

late of the City and County of New York, on the twentyfourth day of April
in the year of our Lord one thousand eight hundred and seventy nine at the City and County
aforesaid, ~~with force and arms~~

was a prisoner in the custody of the Sheriff of the County of New York upon an execution issued out of the Superior Court of the City of New York on a final judgment duly given in a certain civil action wherein one Augustin Daly was plaintiff and the said Charles A. Byrne was defendant for the sum of Two thousand six hundred and eighty nine dollars and twenty three cents; and on said day, the said Charles A. Byrne had been duly admitted to the jail liberties of the County Jail of the County of New York, and was then and there confined to the limits of the Common Jail of said County, and on said day said Charles A. Byrne at a Special Term of the Superior Court of the City of New York, held at the Chambers thereof in the City and County of New York aforesaid, before the Honorable John Sedgwick, Justice of the said Superior Court of

the City of New York duly presented to the said Court, pursuant to the provisions of the Statute authorizing an imprisoned debtor to be discharged from imprisonment, his petition to the said Superior Court of the City of New York for his discharge from the said custody under the said execution, and thereupon on the said day, the said the Honorable John Sedgwick, Justice of the said Court at the Special Term thereof aforesaid duly made an order that the Sheriff of the City and County of New York bring the said Charles A. Byrne before the said Court on the first day of May in the year aforesaid, that the said plaintiff in said action might show cause why an assignment of the estate of the said Charles A. Byrne in said petition mentioned should not be made and he be discharged from the imprisonment aforesaid under the said execution.

And on the said first day of May in the year aforesaid, the said Charles A. Byrne personally came and appeared before the said the Honorable John Sedgwick, Justice of the said Superior Court at a Special Term thereof held at the Chambers thereof in the City and County aforesaid, and the said plaintiff likewise came and appeared by counsel and thereupon in due form of law an examination into the several matters arising upon the said proceedings was had by and before the said the Honorable John Sedgwick, Justice as aforesaid.

the said examination the said Charles
 A. Byrne, late of the City and County aforesaid
 then and there, to wit on the
 said first day of May in the
 year aforesaid, at the City and
 County aforesaid was duly sworn
 by and before the said the Honorable
 John Sedgwick Justice as
 aforesaid, and did take his
 corporal oath to testify the truth,
 the whole truth and nothing
 but the truth touching the
 several material matters at
 issue in the said proceeding
 (he, the said the Honorable John
 Sedgwick Justice as aforesaid having
~~full and competent~~ power and
 authority to administer the said
 oath to the said Charles A. Byrne
 in that behalf) and upon the
 said examination it then and
 there became and was material
 that the said Justice should know
 whether the said Charles A. Byrne
 owned any interest in a certain
 newspaper then being published
 in the City and County of New
 York called The Dramatic News and Society
 Journal, and whether he owned

any shares in the stock of said newspaper; and whether one Saml O. Byrne owned the said newspaper, and whether she had owned it ever since it was established, and whether she furnished the money to start and establish the said newspaper.

And the said Charles A. Byrne being so sworn as aforesaid and being lawfully required to depose the truth in a proceeding in a Court of Justice, not having the fear of God before his eyes, but being a wicked and evil disposed person, then and there before the said the Honorable John Sedgwick Justice as aforesaid, upon the examination aforesaid did unlawfully knowingly, maliciously, wickedly and corruptly, upon his oath aforesaid, swear, depose and say, of and concerning the said material matters, in substance and to the effect following:

I (himself the said Charles A. Byrne thereby meaning) do not own the paper (the said The Dramatic News and Society Journal thereby meaning)

Mrs Byrnes, my wife (the said Laura
 E. Byrnes thereby meaning) owns the
 paper (the said The Dramatic News
 and Society Journal thereby meaning)
 Mrs Byrnes (the said Laura E.
 Byrnes thereby meaning) has owned
 that paper (the said The Dramatic
 News and Society Journal thereby
 meaning) ever since it was estab-
 lished so far as I (himself the said
 Charles A. Byrnes thereby meaning)
 know. I (himself the said Charles
 A. Byrnes thereby meaning) pre-
 sume she (the said Laura E. Byrnes
 thereby meaning) has. I (himself
 the said Charles A. Byrnes thereby
 meaning) am as positive of that
 as I (himself the said Charles A. Byrnes
 thereby meaning) can be of anything.
 I (himself the said Charles A. Byrnes
 thereby meaning) have no doubts
 of it at all. I (himself the said
 Charles A. Byrnes thereby meaning)
 practically managed the details of
 starting the paper (the said The
 Dramatic News and Society Journal
 thereby meaning). I (himself the
 said Charles A. Byrnes thereby

0298

meaning) did not undertake the most important one which was that of furnishing the money. Mrs Byrnes (the said Laura E. Byrnes thereby meaning) furnished the money. She (the said Laura E. Byrnes thereby meaning) got the money to furnish. I (himself, the said Charles A. Byrnes thereby meaning) have general control of the paper (the said The Dramatic News and Society Journal thereby meaning). My wife (the said Laura E. Byrnes thereby meaning) is its (the said The Dramatic News and Society Journal thereby meaning) owner, that is so far as I (himself the said Charles A. Byrnes thereby meaning) know. I (himself the said Charles A. Byrnes thereby meaning) mean to say that if my wife (the said Laura E. Byrnes thereby meaning) chose to turn me out of that paper (the said The Dramatic News and Society Journal thereby meaning) she (the said Laura E. Byrnes thereby meaning) could

do it. I (himself the said Charles A. Byrne thereby meaning) do not generally receive money. The net proceeds of the paper (the said The Dramatic News and Society Journal thereby meaning) are paid to my wife (the said Laura E. Byrne thereby meaning) generally through me (himself the said Charles A. Byrne thereby meaning) what there is to pay. I (himself the said Charles A. Byrne thereby meaning) generally pay it to my wife (the said Laura E. Byrne thereby meaning) Sometimes I (himself the said Charles A. Byrne thereby meaning) pay bills with it at her (the said Laura E. Byrne thereby meaning) direction.

I (himself the said Charles A. Byrne thereby meaning) can not say how much money my wife (the said Laura E. Byrne thereby meaning) furnished for starting the paper (the said The Dramatic News and Society Journal thereby meaning)

0300

I (himself the said Charles A. Byrne thereby meaning) do not know how much it took to start the paper (the said The Dramatic News and Society Journal thereby meaning). I (himself the said Charles A. Byrne thereby meaning) do not know about how much. The books of the Dramatic News (the said The Dramatic News and Society Journal thereby meaning) would not show. They simply show receipts and expenditures. She (the said Laura E. Byrne thereby meaning) had some money of her (the said Laura E. Byrne thereby meaning) own when the paper (the said The Dramatic News and Society Journal thereby meaning) was started. She (the said Laura E. Byrne thereby meaning) borrowed some money of Josh Hart, I (himself the said Charles A. Byrne thereby meaning) think. It may have been from his wife. I (himself the said Charles A. Byrne thereby meaning)

meaning) know she (the said Laura E. Byrne thereby meaning) has paid some of this back.

I (himself the said Charles A. Byrne thereby meaning) believe not all. She (the said Laura E. Byrne thereby meaning) has paid in frequent instalments. I (himself the said Charles A. Byrne thereby meaning) do not think there was ever any note made out.

This borrowed money, when her (the said Laura E. Byrne thereby meaning) money was exhausted, ~~he~~ advanced by paying bills due, mainly to the printer. I (himself the said Charles A. Byrne thereby meaning) think that is all he did pay. I (himself the said Charles A. Byrne thereby meaning) think in one instance he paid money directly to me (himself the said Charles A. Byrne thereby meaning) twenty dollars I (himself the said Charles A. Byrne thereby meaning) think it was,

I (himself the said Charles A. Byrne thereby meaning) in =

0302

clude that in the amount advanced for starting the Dramatic News (the said The Dramatic News and Society Journal thereby meaning).

Whereas in truth and in fact the said Laura E. Byrne did not own the said newspaper called The Dramatic News and Society Journal; and whereas in truth and in fact the said Charles A. Byrne then and there was the owner of certain shares of the said paper; and the said Laura E. Byrne had not owned the said paper since it was established.

And whereas in truth and in fact the said Charles A. Byrne did not practically manage the details of the starting of the said newspaper, and the said Laura E. Byrne did not furnish the money for starting it, and she did not get the money to furnish; and the said Charles A. Byrne did not have the

general control of said paper, and the said Laura E. Byrnes was not the owner thereof so far as he knew.

And whereas in truth and in fact it was not true that the said Laura E. Byrnes could turn him out of said paper if she chose to;

And whereas in truth and in fact the net proceeds of said paper were not paid to said Laura E. Byrnes through him the said Charles A. Byrnes, nor was what there was to pay generally paid by him to her, and the said Charles A. Byrnes did not sometimes pay bills with it, by the direction of the said Laura E. Byrnes.

And whereas in truth and in fact the said Laura E. Byrnes did not have any money of her own with which to start said paper, when it was started and did not borrow any for that purpose from the said

0304

Josh Hart; and the said Charles A. Byrme did not think she did so borrow; and the said Charles A. Byrme did not think or believe that it might have been from the wife of the said Josh Hart that the said Laura E. Byrme borrowed said money; and he did not know that the said Laura E. Byrme had paid most of it back; and the said Laura E. Byrme had not paid frequent instalments thereof.

And so the Grand Jury aforesaid do say that he the said Charles A. Byrme, in manner and form aforesaid, on the day and in the year last aforesaid, at the City and County aforesaid, unlawfully, wickedly and knowingly did commit wilful and corrupt Perjury to the great displeasure of Almighty God, to the evil example of others in manifest perversion of public justice, against the form of the statute in such case

0305

made and provided and against
the peace of the People of the
State of New York, and their dignity.
John McKeon
District Attorney

0306

Sec. 209.

5th District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

It appearing to me by the within depositions and statement that the crime therein mentioned

Bomb Injury

has been committed, and that there is sufficient cause to believe the within named

Charles A. Byrne

guilty thereof, I order that he be held to answer the same, and the said crime not being bailable by me, I further order that he be committed to the Warden and Keeper of the City Prison of the City of New York, until he shall be discharged by due course of law.

Dated at the City of New York, July 3^d 1882

B. W. Pryor Police Justice.

0307

Shenbury
1/30,

Fifth District
Police Court

Joseph Hart
Complainant.
agst.
Charles A Byrne
Defendant.

Before.

Letter H. Dixby Esq
Justice

Stenographers
minutes.

Witnesses,

Direct Ex. Cross Ex. R.O. Ex. R.C. Ex.

| | | |
|-------------|--------|--------|
| Joseph Hart | 4/10/8 | 8/6/12 |
|-------------|--------|--------|

David C. Setman
Stenographer.
346 Broadway.

0309

Fifth District
Police Court.

Joseph Hart-
Complainant-
agst
Charles A Byrne
Defendant.

Before Hon.

Judge H. Bixby

Justice of
January 9th 1882

Appearances.

Wm F. Haine.

For Complainant.

O. Dupignac.

For Defendant.

Mr Dupignac.

I object to Mr
Haine appearing here for the
Complainant.

First

On the ground that
the counsel acting
in behalf of the
Complainant is not
duly authorized to
appear.

Second.

That it is improper
for Mr. Howe the
counsel to act for
the complainant
or for the people,
Because the firm
of Howe & Stennel
of which counsel is
a member, acted as
counsel for the defen-
dant Byrne here in
the proceeding wherein
the alleged perjury
was committed.

Mr. Howe.

In answer to the first
objection may it please
the court; I produce
from John M. & Keon
the Law District Attor-
ney of the city and
county of New York
the following authority

People
agst
Charles A. Byrne.

"I hereby authorize

0311

3

"Was it I have to appear
"in the above matter
"New York January 6th - 1885.

"John M. Keow
District Attorney.

Mr. Howe

In answer to the
second, objection,
may it please the Court
with regard to being
Mr. Byrnes counsel
I beg to state that
I never appeared in
this proceeding, and
I will not however
say that Mr. Keumel
did not. I desire
that to be entered;
Mr. Keumel may have
appeared or a clerk
from my office
may have appeared,
but I did not.

By the Court.

Objections Overruled.

Amuel.

Excepts

Joseph W. Hart, the complainant
called being sworn deposes
and says.

Direct

Q Mr Hart on the 20th day of
April 1879 and for the week
preceeding that, and for two
weeks following that, who
owned the paper called the
"Dramatic News"?

A Fifty five per cent 55% of it
was owned by my late wife
Mrs Hart.

Q who owned the balance
of it at that time?

A As far as my knowledge goes
he owned it, I don't know
what he done with his in-
terest in it

Cross Examination

Q who did you call he?

A Mr Byrne I believe.

Q Charles A Byrne?

A Yes sir

Re direct

Q Mr Hart do you know Mr Byrne
handwriting?

A Yes sir

Q are you familiar with it?
 A yes

Q Have you in your possession any statement of Mr Byrne's in his handwriting, given to your wife by Mr Byrne, showing the receipts, and disbursements, of the dramatic "news" for the weeks ending Saturday April 18th 1879 and April 25th 1879 and the following week?

A yes sir

Q Have you them here?

A yes sir, (witness producing papers)

Q are those the papers you now produce?

A yes sir

Q The first one is the week ending April 18th 1879.

"A. M. News Company \$ 205.40

"Advertising 345.

Disbursements 1135

It is added and represents a total of Five hundred and sixty one Dollars and seventy five cents (\$561.75) does it not?

Ayeson

2 And at the side of it and near the bottom is the word profit, and are the figures 140.7

Ayeson

2 And on the right hand side of the exhibit appears as follows

| | |
|------------------|----------|
| "Mulligan, | \$ 30.71 |
| "Jalving | 820 |
| "Gordon | 25 |
| "Deerice | 10 |
| "Phiep | 4 |
| "Boy | 4 |
| "Hecker | 15 |
| "Leggo | 8.90 |
| "Thomas | 7.50 |
| "Sandran | 5 |
| "Affice | 12. |
| "Mrs Byrne Conn, | 15.50 |
| "Total | \$429.90 |

Ayeson

2 Mr Howe

I now offer this statement in evidence.

Defts Counsel

I object to the intro

0315

4

direction of the state
ments are the ground
that they are irrelevant
and immaterial

The Court.

Counsel. Objection Overruled.
Exception
Admitted and marked
Ex. 1.

2 The second exhibit is for
week ending April 25th 1879.

"Am News Co. \$ 212 43

"Subscription 16 50

"Advertising 336.07

" Total 554

" Profit 130

"M^r Williams 303 25

" Falding 8

" Gordon 25

" Dan 10

" Hecker 15

" Boy 4

" Thomas 6 75

" Leggo 9 75

" office 11 75

" Printing Vals 10 50

" Cow Mrs Byrne 15 50

" Total 424.

0316

8

Mr. Howe

I now offer this state-
ment in evidence.

Deft. Counsel

I object to the intro-
duction of the state-
ment on the ground
that they are irrelevant
and immaterial.

The Court

Objection Overruled.

Counsel

Exception
Admitted and marked
Ex 2.

Cross Examination

Q Mr. Hart, there was some
money advanced by you
or your wife was there not
to the Dramatic News busi-
ness?

A Yes by my wife
Q you say that she owned
fifty ^{five} shares?

A Yes

Q what do you mean by shares,
shares of what?

A when the articles of Co-partners

Ship, or agreement was drawn up. It was made to represent one hundred shares of so called stock as there was but two; and as for her ownership and control I procured for her under that agreement fifty-five (55) shares.

Q Now this statement or agreement, who signed that paper?

A Mrs Hart.

Q And who else?

A Mr Byrne.

Q Did Mrs Byrne sign it?

A Not that I am aware of.

Q Was there more than one paper?

A There was never more than one paper.

Q Where is the paper?

A I have it here.

Q Will you produce it?

A Yes Sir (producing paper.)

Q Did Mr Byrne have one of those?

A Yes Sir

Q Then there were two papers were there not?

A There was one contract the other was a duplicate of it

Q I notice at the bottom of this a consent signed by Mr. Byrne that all the interest is transferred in this? was there a similar one at the bottom of Mr. Byrne's appeal?

Mr. Home

Q and the commission for a transfer was different?

A One of course would be necessarily.

Cross Court

Q Mr. Hart the paper that was started, was started principally by the money furnished by Mrs. Hart was it not?

A Not principally entirely.

Q Entirely?

Answer

Q and it was this money put in by Mrs. Hart that started the paper?

apex sin

Q was there any other agreement between the parties in relation to that paper? at all?

Ans sin

Q was there any conversation or talking of entering into any agreement for the purpose of protecting your interests or Mr. Byrnes?

A never sin

Q Mr. Hart did you ever hear of the payment of commissions of advertising to anybody of that business?

apex sin

Q To various parties.

A anybody who brought any advertising received a commission.

Q Suppose Mrs. Hart had asked for a commission for securing advertising for the paper would she receive a commission?

A Mrs. Hart would not do such a thing.

Q you were in the habit of pay-
ing —

A I had nothing to do with the
paying

Q And you limit the agents to
advertising alone?

A Is there business, advertising
agents make their living by
advertising and making a
business of it

Q Did you know that Mrs. Byrne
had solicited advertising and
got commissions?

A No sir

Q you do not?

A Of my own knowledge I do
not.

Q But you have heard of it?

A Yes sir
sum to the witness of Jan 1892 Joseph Hart
Mr. McNamee Police Phila. Penn.

We offer in evidence
the record of Mrs. Byrne's
examination filed
in the Superior Court,
Charles A. Byrne, at
the suit of Augustus
Daily; Examination
of April 22^d, 1879.

containing examination
-notion of referee
stated in the com-
plaint

Defendants counsel.

I object to it first
on the ground that
it does not appear
that Charles A Byrne
was ever sworn in
this proceeding and
that there is no record
of it.

Mr. Haue.

I will merely intro-
duce this record
for what it is worth
at this stage of the
proceedings; it does
appear by it sworn
to before me this
3^d day of May 1879.
Mitchell said, Charles
A Byrne being there
duly examined testi-
fied as follows And
I introduce this
record for what

0322

14

it is worth as any
other paper

Left Counsel.

I then object to it -
secondly upon the
ground that it is
wholly immaterial

Mr Howe.

On the face of that
objection we must
ask to produce the
referee.

The Court.

I cannot admit it of
course as it stands

Further hearing adj to
Saturday January 14th
at 11 o'clock

0323

Fifth District }
Police Court

16th St
11

Joseph Hart
Plaintiff
vs
Charles A. Byrne
Defendant

Before Hon
Butler H. Dix by Esq
Justice
January 14th 1882.

Stenographers.
notes.

| Witnesses. | Direct Ex. Cross Ex. Re Ex. | Re Ex. Ex. |
|----------------|-----------------------------|----------------------|
| Joseph Hart. | 1 to 10 | 10 to 10 18 to 20 |
| Clifford Boese | 21 to 26 | 26 to 27 |
| Affidavit | 28 to 36. | |
| Arguments | 37. | |
| Rey J. Hart. | 38 to 40 | 41 to 53 |

David C. Feltman.
Stenographer
346 Broadway
NY City

Fifth District }
Police Court. }

IV

Joseph Hart
agst.
Charles A. Byrne.

Before Hon
Butler A. Dixby Esq.
Justice
January 14th 1882

Further Cross Examination of
Joseph Hart.

Q Mr Hart will you be kind enough to again produce the contract which you had here last Saturday?

A Yes Sir (producing contract)

Q were you present when this agreement was signed?
A Yes Sir

Q Did Mr Byrne immediately on the execution of the agreement transfer his agreement and all his rights thereunder to his wife?
A He had the power to do so?

Q Did he do so?

a I don't know if he did or not.

Q Did you say he did?

a I say he had the power to do so.

Q Do you say you don't know whether he did or not?

a He had the power to do so and I believe he done so.

Q He transferred it immediately to her?

ayes sir

Q In writing?

ayes sir

Q Is that paper in existence?

ayes sir if you want it you can have it, you have only to call for it; his impression was the paper was destroyed but it is not.

Q Mr Byrne acted as editor of the paper from the time of its starting up to last year did he not?

a He acted as the editor of the paper right along for something like three years.

and then he quit and resumed again.

Q Now what did you sustain business relations with Mr. Byrne from that time up to this last year, this summer of pretty much of an intimate character?

A I cannot say it was a business relation.

Q Was Mr. Byrne the editor of the Truth?

A Yes sir for a time.

Q Up to when?

A He was editor; after that he was nominal editor of the "Truth" for a few months; I guess it must be sometime last summer when he quit.

Q Now after the alleged perjury in April 1879, did you enter into new business arrangements with Mr. Byrne?

A You must give me an opportunity to say that I did not know of the alleged perjury at that time.

Q Did you enter into new busi-

mess arrangements with Mr
Byrne in April 1879?

Answer

2 After the close of the examination, of the case here last Saturday I understood you to say that you were forced to come here by the Grand Jury?

Answer that is true I was not forced but I was instructed to take action in the matter by the Grand Jury

2 You made a charge did you not before Judge Smith of embezzlement against Mr Byrne did you not?

Answer

2 You then commenced a civil action against him in which you had him arrested did you not; before you had him arrested in the criminal action?

Answer

2 There was a breach between you and Mr Byrne which

culminated in the summer of 1881, was there not?

A In the summer of 1881.

Q In the summer or fall of last year?

A A Breach.

Q Yes.

A No I don't know of any breach. I know of an attempt of his to steal the paper did you have reference to that?

Q You had some trouble with Mr. Byrne at that time?

A No trouble excepting I served papers of the Supreme Court on him preventing him from stealing the paper.

Q You commenced proceedings against him?

A Yes sir.

Q And included this proceeding did you not?

A Yes sir.

Q When did you first become aware of the fact that Mr. Byrne had testified as he did in the suit of Mr.

Augustine Daly?

Q After the full facts of that suit
of Mr Daly I first became
convinced or rather fully
possessed of reading or having
it read. The first time
when Mr Byrne had declined
to swear in the case of
embezzlement before Judge
Smith?

Q Who called your attention
to it?

A I called my own attention
to it. I then examined the
papers and had them read
to me and he always told
me it was his wife who
had committed the perjury
and not he himself.

Q Mr Hart who first called
your attention to the docu-
ment, which had been on
file in the clerk's office of
the Superior Court?

A I don't know that anybody
did.

Q When did you first see it?

a I have never seen it - yet?

Q Did you ever read it?

A No Sir but you must understand it was served with a copy of these papers in the suit - where this wife claimed the ownership over two years prior to this present proceeding.

Q Did you see those papers

when they were served upon you?

A I never read them, I saw them

Q and who were the counsel?

A Louis I Post - appeared as

counsel for my late wife

Q and who were your counsel?

A Lockwood and Post.

Q Did they call your attention

to the fact?

A No Sir

Q Did they call your attention

that Mrs Byrnie Suore Mrs

Byrnie was the owner of

the paper.

A I don't believe they ever did.

Q Did you ever make any deposition who was the owner of the paper?

A Yes sir

Q who did you swear was the owner of the paper.

A Mrs Stark

Q and the question was whether Mrs Stark or Mrs Byrne was the owner of the paper

prossir

Q Did that question ever arise in the Byrne suit?

A I was never in attendance in the Byrne suit and have no knowledge of it.

Q you didn't hear any of the testimony?

A No sir my father had died and I didn't attend court, and the first time I appeared after that I submitted my case without putting any witnesses on the stand and without argument and the case rested.

Q at that time Mr Byrne and you were united in interest in that suit?

Q Not at all I was interested in the interest of my wife now dead.

Q Then Mr Byrne was united in the interest of your wife
A Not that I know of

Q He was not?

A Not that I am aware of

Q Was he in the employ of your wife at that time?

A No he was not.

Q Was he in the employ of you or your wife at the time of this alleged embezzlement?

A No sir he was in my employ at the alleged embezzlement?

Q Yes sir he was in my employ at that time as trustee of the estate for my late wife.

Q Which one of the Grand Jurors was it that asked you to make this charge?

A I don't know any of the Grand Jurors, I made the statement before them that Mr Byrne had declined to go

on the stand in the embeg-
ment case which was tried
before Judge Smith at the
examination and on the
examination in the Daly
matter I discovered he had
committed wilful perjury
and they said it was my
duty to make a charge against
him before a justice Ma-
gistrate which I have done

Q which one of the Grand
Jurors stated that to you?
A I don't know which one
Q Mr Hart which one of
them stated that to you
A possibly it was the fore-
man.

Q Was it more than one?

A That I don't remember dis-
tinctly

Redeet

Q Mr Hart state as near as
you can the fact and the
date when you discovered
that Mr Byrne had testified
as he did in the Daly
matter.

Q My attention was called to it as I have already stated from the fact of his declining to swear, he told me the wife had committed perjury.

Q Do you recollect the date or about the date that the fact, was first brought to your knowledge by reading those papers?

A I cannot remember the exact date but it was about the time that case was pending before Judge Smith.

Q About what time is that?

A About six or eight weeks ago Decr. 20.

Q Mr. Hart, you testified and were examined in this proceeding before Judge Smith?

A Yes sir.

Q Did you testify in that proceeding that Mr. Byrne had not been a partner in the Braintree news since sometime in 1875?

Answer if it's there it's a mistake
it should be 1849.

Q I read from your examination
as conducted by Mr. Stone October
4th 1881 before Judge Smith in
Court at that time, since
the year 1845 has the defen-
dant been a partner in the
dramatic news?

A Not since sometime in
October 1845

Q Not since October 1845

Answer

Q Is that true?

A No sir it's a mistake because
it was in 1849 and is so in
all the papers it's a mistake
of the copyist or somebody
elses but not mine.

Q You signed the deposition
that was taken before Judge
Smith?

Answer

Q Did you go over it and read
it?

A No sir portions of it?

Q Did you prior to your exami-
nation on that day before

before Judge Smith state to anybody that Mr Byrne had committed wilful perjury in the suit of Augustus Daily?

A No that I am aware of it was always generally understood that his wife had committed perjury and he told me his wife compelled him to swear to a certain state of facts, and that is all that I have said if I mentioned it.

Q Do you know who Mr Byrnes counsel was in the Daily suit Mr Hart?

A I was on my return trip from California and not in New York and know nothing of the proceedings of any sort knowledge.

Q who acted for Mr Byrne and the Dramatic as well as his counsel?

A A Gentleman in Brooklyn?

Q who acted in various proceedings instituted against him

in the city of New York?

a I think it was Hane & Hummel
 2 and now in the Daly case
 who acted for him?

a I don't know but I think
 it was a gentleman by the
 name of Still.

2 John D. Still?

a yes.

2 who were his attorneys of
 record?

a I presume it was Hane & Hummel
 I don't know of any other
 knowledge.

2 Did Mr. Hart act for him
 in some proceedings?

a I don't think he did I don't
 know. If he acted at all he
 would ^{have} acted for Mrs. Hart
 he may have acted and
 given advice I don't know
 if he acted as counsel or not
 he may and may not have
 given.

2 And Mr. Hart you have no
 actions against Mr. Byrnes?
 a I think he is a very nice
 man.

Q and you have the highest respect for him?

A Oh yes.

Q and his character is good?

A I don't know you had better ask him that yourself.

Q I am asking you?

A It's a very ~~bad~~ bad one if that is any good.

Q you were somewhat intimately associated with him.

A Yes unfortunately.

Q up to the summer of last year?

A Yes I have known him for a great many years but not socially.

Q you are not on social good terms with him now?

A I don't think I am.

Q you are not positive are you?

A Yes I am very positive that I am not.

Q The only case was an action for libel was it not?

A Yes I believe it was.

Q a Bailable offence?

A Yes.

Q and they arrested Mr Byrne?
 A yes but as the Ball and
 responsible had his name
 at the head of it they made
 it responsible - for the Ball
 and responsible

Q Mrs Stark had same thing
 to do with the paper?
 A nothing at all to do with the
 paper except to own an inter-
 est in

Q who owned the other interest?
 A Mr Byrne?

Q Suppose he transferred it to
 Mrs Byrne?

A Suppose he did I don't know
 anything about it

Q You know nothing except
 what you have heard sworn
 to here?

A I don't know if he did or
 not; he had the power to
 do so.

Q Don't you know that he did
 a wife was present - and
 he did

Q are you prepared to swear?
 A yes you have been here

Q ask you whether he didn't transfer it immediately?

A He did

Q and gave her the paper?

A It was written on the paper that he might transfer the paper.

Q and didn't he transfer the paper?

A yes sir you can call for the original paper if you like I will produce it.

Q who was the owner of the paper at the time the daly suit was brought?

A I don't know

Q who does know?

A I only know my wife's interest was in it. He claimed at one time to have bought this wife's interest back again and then sold it to her again so that I don't know where it was.

Q when did he tell you he bought it back again for his wife for a dollar?

Q Two years ago and previous to that.

Q Can you produce that?
A Why certainly.
Q Direct

Q Subsequent to this time that you say he transferred it to his wife or executed a paper transferring it to his wife did Mr. Byrne ever execute any paper transferring it to you?

A Yes sir

Q When?

A Some two years ago

Q Have you that paper here?

A I don't think I have, I may have a copy of it the original was given to - I am not positive if I have a copy of it I have not got the original

Q I will ask you to whom was the original given?

A The original was given to John O. Sawwaid, he was the attorney for the plaintiffs in this action against Byrne

Q In the action of Hart Byrne and Hummel.

A I believe so.

Q I will ask you this which embodies a fact - did Mr Byrne at any time subsequent to the time you have mentioned execute any instrument to you transferring his interest to you?

A He did the court set that paper aside, and that was the end of the case.

Q Has the defendant Byrne to your knowledge ever executed any rights of proprietorship in the paper since the time he had delivered the document, the original contract to his wife.

A He has always exercised those rights up to within the past two years whether he was entitled to them or not I don't know.

Q Do the clerk from the Superior court here?

A Yes Sir.

0343

20

Recess

2 Mr Hart that transfer you
 have spoken of as having
 been executed by Mrs Byrne
 to you and this knife it
 was a transfer by Mr
 Byrne and his wife?
 a It was ~~made~~ decided, he
 had transferred all the
 property of the paper, then
 he bought it back again
 from her for a dollar and
 she had it in a safe de-
 posit company and then
 he claimed not to have it
 again and finally one
 said he should sign it
 and that it would not
 be right unless both signed
 it and they agreed and
 both signed it.

I am to before
 me this 14th day
 of January 1882.

R. H. R. R. R.

Police Justice

Joseph Hart

Clifford Dorse, called by
the complainant being
duly sworn deposes and
says:

Q you are an attaché of the
clerk's office of the Superior
Court of the city of New
York are you not?

A yes an assistant clerk
I did as much you have
charge of the records of
that office?

A yes as well as the
rest of them.

Q May you produce any paper
here in response to a sub-
poena?

A I do

Q State what they are please?
abjected to

Question withdrawn
Q are they from the records
of the superior court of
this city?

A They are

Q now state the contents state
what they purport to be
abjected to.

By the Court

Question Excluded

Q Those papers are on file in the clerk's office as part of the records in the Superior Court are they?

A They are sir.

Q Are you familiar with the handwriting of Judge Sedgewick?

A I am.

Q Will you please look at these papers and tell me if it is the examination of Charles Byrne and what purports to be the signature of Judge Sedgewick, the paper you have there?

A I presume this is the paper you have reference to (examining) there is a signature attached to it - is that the one you have reference to?

A Yes sir.

Q Is that the examination of Charles Byrne?

appears it is

I look at the signature ^{and}
state whether or not that
is the signature of Judge
Seagwick?

A I believe it to be his hand
writing.

I and you are familiar with
his hand writing?

appears

Plffs Counsel.

I now offer the
paper in evidence
Defts Counsel.

I object to it upon
the ground that it
purports to be a
deposition and
it not only appears
that the witness
was not sworn
and it is positively
a fact that he was
not sworn by
the fact that the
Judges signature
has been erased.

The Court.

Excluded.

0347

24

Offs Counsel.

This paper is produced from the papers on file in the clerk's office of the Superior Court and before the paper is excluded we have the right to sustain it.

By the Court

I will let it be received conditionally

Offs Counsel

as tending to show that the signature is not erased I offer a certified copy with the seal of the Court as explaining the erasure and the certified copy is also admissible

Defts Counsel.

objected to

The Court.

I will receive it

Conditionally until
you can show it -
Jeros sworn to before
Judge Sedgwick.
Plffs Counsel.

The position I take
is this that if that
paper is shown to
be the signature
of Judge Sedgwick
and was erased
and it came from
the clerk's office
it is —

By the Court.

I will receive it
conditionally.

Q are you in a position to
explain these pencil marks
across the signature?

A I am not

Q Is there any custom in
your office with regard
to marking papers that are
to be copied that is to mark
certain parts that you want
when not desiring the
entire contents of the paper?

A No Sir there is not.

Q Is there any custom in your office by which when a copyist is entrusted to ~~make~~ a copy portions and leave portions out. that he marks the portions he is to leave out, or that he is to copy?

Answered to

Cross Examination

Q Now please will you be kind enough to say whether the paper pasted on the back of that document is in the handwriting of Judge Sedgwick?

A I believe it to be.

Defendants Counsel reading?

I have come to the conclusion that after the petitioner withdrew the petition the Court ceased to have power to make an order petition and other papers to remain on file

S. J.

0350

24

Sumner
Jan 14 1882
Police Justice

That is in the handwriting
of Judge Sedgwick?
appears in Jeffers Case
Defendants Counsel.

As a part of this
document I want
the petition of
Mitchell of Gard
and the petition
of Mr Hecker and
the endorsement
on the back of
the paper in Judge
Sedgwick's hand.
waiting to go in
evidence.

Joseph Hart Recalled by Plff.
I now ask you (showing
witness a paper) is that the
signature of Charles a Byrne
a That is his signature
I what is this paper?
a an affidavit made by
Charles a Byrne.

Sworn to before
me this 14th of Jan'y 1882
B. S. Ripley
Police Justice

Joseph Hart

" My Common Pleas

Jaura E. Byrne
 - against
 Joseph Hart.
 Charles A. Byrne
 and Abe H. Himmel }

City and County of }
 New York T. S. }

Charles A. Byrne, one of
 the above named Defendants
 being duly sworn says;

I have read the complaint
 and affidavit of the plaintiff
 herein and know the contents
 thereof, as well as of the Ex-
 hibits thereto attached.

The statement in the first
 paragraph of the complaint
 is untrue. Plaintiff did not
 establish the paper, she did not
 have five hundred dollars nor
 one tenth part of it and did
 not advance a cent except
 \$20 dollars which was

Subsequently repaid to her; she borrowed no money for that purpose, and for every advertisement she procured she was paid the usual advertising agents commission of 20 per cent and 25 per cent according as the advertisement so procured was 15 cents or twenty cents per line, all these commissions were paid her in cash and accounted for to Mrs Hart as part of current expenses.

The plaintiff did not employ me as editor as stated in the 5th paragraph of the complaint. The paper was originally mine and Mrs Hart with whom I entered into a written agreement in which the paper was represented by 100 shares of stock, of which Mr. Hart had fifty five and I forty five. Mr. Hart representing his wife but in his own name joined

me in signing the American News Co's books and obtaining the copyright. Thereafter I decided to assign my interest to the plaintiff, and as my contract with Mrs Hart prohibited me from making an assignment without her consent in writing I had her give me that consent subject to the conditions of the original contract and in return I gave her my consent to assign her interest to the defendant Hart which I am informed she never did. I assigned my interest to the plaintiff without consideration.

For eighteen months the paper lost money all losses being paid by Mrs Hart personally and through Mr Hart among the expenses so paid by Mrs Hart during this time was an allowance of \$6.00

Dollars for my personal support which I paid to the plaintiff who was keeping a boarding house for my board.

The first profit was in April 1877. and was \$30 Dollars. I was allowed to take one half in pursuance of a verbal arrangement by which it was agreed that the interests for purpose of control of Mrs Hart should be 55% per cent but that I should have half the income or net profit.

I never directed or requested the plaintiff to consult Hummel nor in any way intimated or suggested that she should. she went to him without any knowledge on my part. that she had done so; and took with her a letter written to me by Mrs Merrill which plaintiff had intercepted and I had never seen. This was long before I left her. Mr Hummel

0355

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continued to be her counsel thereafter, and a well effected reconciliation between us which lasted over a month, and was terminated by the plaintiff upon her hearing rumors that Dr. Merrill had commenced a divorce against his wife.

I deny that I lived many years happily with the plaintiff as her husband. Plaintiff was at all times violent and given to drunkenness, at times assaulting me with household ornaments and utensils. On one occasion while in a violent state of drunkenness she struck me with a mantle vase of stone causing a dangerous wound on my head and another with an ice pitcher; again with an iron clock, at other times with bottles &c. I bore this for a long time until I saw I could have no peaceful home with this woman as my wife, when I left her

giving her all my household furniture horses trunks and a maintenance of \$30.00 dollars per week and in statement of this I paid to Mrs. Langstein whom she authorized to receive it for her, no other installments have been paid because she harassed me in every way until determined to earn no more money for her support and withdrawn from my position; since then I have had no money to pay her.

Upon information and belief I deny that she is or ever was my wife; I originally met her in the street in October 1870 she asked me to call on her at No 61 West 15th Street I did so and found the place to be a house of prostitution kept by a Mrs. Sanford and of which plaintiff was a regular inmate; she informed me while I visited there that she had before kept a house of.

prostitution in 18th street;
I then lost sight of her; about
a month after receiving a
letter from her asking me
to meet her in the street
she told me that she was
living with her husband
Louis Turian in 10th street
and invited me to call on a
friend of hers there; one Mrs
Dr Pass. I did so and for-
med the acquaintance of
her husband; some three
months after late at night
she came to my rooms in
12th street and told me a
deplorable story. of how her
husband had turned her
out because of his discovery
of her intimacy with me.
I took her in and from that
time continued to live with
her. About one year after,
she informed me that Turian
had died in Germany and
from that time forth informed
me to make her my wife.

I married her in March 1873 and from then her nature seemed changed, she became violent and addicted to drink. I am now informed and nervously believe that David Thurman is still alive.

The only property of the Dramatic news office of any value is a large revolving desk which belongs to Mrs Hart and which she put in the office without charge.

There is also another desk there belonging to Mrs Hart for which she has never paid, and a carpet and some chairs put in by plaintiff for which she was paid the own price (\$30.⁰⁰/₁₀₀). Dollars and the amount charged to expense.

My explanation of the statements made by me in the examination in Daly vs Byrne is as follows.

When I spoke of the ownership of the paper my supposition was

was that under the original agreement which had been in Mrs. Byrnes possession and which she refused to let me see; and an excuse and another for my nearly three years, the paper became hers after the payment of a certain sum as well as I can recollect \$10,000. Dollars when about a month ago or less Mr Hart threatened to apply to the Courts for a receiver my wife surrendered to me for \$1.00 dollar the original agreement she had in her possession as afore-said. I then on reading the paper found that Sarah Hart, had an absolute ownership in 55% per cent of the business and this explains also my agreement to take a salary of (\$60^{00/100}) Dollars a week.

Sworn to before me
 { this 29th day of October 1879 } L. A. Byrnes.

A. A. Caldwell
 Notary Public
 New City

Plffs Counsel:

If your Honor please
here is a paper and
affidavit made by
Charles a Byrne and
with his signature
which I offer in
evidence.

Defts Counsel

I object to it on
the ground that it
is not shown that
the papers was ever
used in any action
or proceeding.

Plffs Counsel.

I don't offer it as
such I offer it as
a statement of
Charles a Byrne
and for what it is
worth.

By the Court.

I allow it.

admitted & Md. Plffs
Exhibit 3.

Benjamin Sternhart called
in behalf of plaintiffs being
duly sworn deposes and says.

Q Mr Sternhart what is your
~~profession~~ profession?

A Lawyer

Q Were you present in the
Superior Court at this suit
during the proceedings before
Judge Sedgwick in the
matter of Charles A Byrne
at the suit of Augustus
Daly in the suit to discharge
him from imprisonment.

A I was counsel for Mr Byrne
in that proceeding.

Q Look at these papers and
look at Mr Byrnes exami-
nation

Depts Counsel

Subject to the wit-
ness giving any
testimony against
his former client
he has testified
he was counsel for
him, there is a

confidential relation between this witness and this client;

Officer Russell

all I desire to ask this witness may it please your Honor is whether he was present and if Mr Byrne was sworn?

By the Court.

I allow it.

Q Mr Sternhart were you present during this proceeding
A I was present from the beginning to the end.

Q And when that examination was taken?

A Yes sir

Q Was Mr Byrne sworn

A He was sworn

Q Was he sworn before or after?

A After the testimony had been taken in the Superior Court and he made his connection and then he was taken.

in the room where Judge Sedgwick was holding Court, holding chambers and he was sworn by Judge Sedgwick and after being sworn he handed down that paper when I handed it up to the Judge there was no signature. Q Did you see the Judge sign it?

A When it was handed down the Judges name appeared there.

By the Court

Q Were there any erasures on the paper?

A No erasures.

Q The pencil marks on the paper now were not there then?

A No sir.

Q Who was the attorney and counsel for Mrs. Byrne in that proceeding?

A I was.

Cross Examination

Q Did Mr. Howe have anything to do with that?

Answer

Q Did Mr. Hummel?

Answer

Q Did you have an office with them?

Answer

Q Did you appear as attorney of record in that?

Answer

Q At whose direction?

A Mr. Byrnes.

Q Did he retain you?

A He paid me nothing for it. He asked me to attend to it and I did so.

Q Did he ask you to attend to it because you were in Messrs. Hume & Hummel's office?

A I don't know what actuated him.

Q Did he have any consultation with Hume & Hummel?

A I don't know of any. He came to me and told me and I drew his petition and he signed it and he gave me a statement of what he had and according

to that I drew the petition and that was in April⁹⁴ and later on the petition was presented and on the day it was presented an application was made.

Q Will you please to tell the Judge how you come to be so positive about the swearing?

A For the reason I did not have many of those cases I had one or two of these proceedings it was about the time the case of Daly agt Byrne was in the Court of appeals and an application was made on the petition claiming it to be irregular in form and the court adjourned the proceedings for two days and they held the petition to be in proper form and they overruled the objection and Mr Byrne was there sworn to the petition and the other side asked for an

adjournment for more than a week before taking testimony from Mr Byrne. I expected and Mr Rines stated to Judge Sedgwick that as the suit of Daly against Byrne had been argued in the court of appeals and a decision was expected during the following week which if it would be decided in the defendants favor render this proceeding unnecessary so long an adjournment was asked for.

Judge Sedgwick granted the adjournment and on the first of May Mr Byrne was examined.

Plffs Counsel.

If your Honor please before these papers go back to the Superior Court I wish to call attention of the Court

0367

44

to the fact that these
papers are in a
case or proceeding
authorized by statute
as viz
Superior Court.

Charles A Byrne

ads

Augustine Daly.

That it was in a
proceeding under
a section that peti-
tion had been
sworn under sec-
tion 5 of the Code
of civil procedure
The certificate attached
to the evidence of
Mr Byrne is as fol-
lows. Sworn to before
me this first day
of May 1879.

Jno Sedgwick

Th age

The examination signed
C A Byrne Ex a for
Identification
April

Depts Counsel.

I object to the certificate and after the admission of the whole evidence, that it is not properly certified by Section 880

I object to the paper if your honor please that it is wholly immaterial;

I object further to it upon the ground, the endorsement on the back of the paper is shown to have been made by Judge Sedgwick the papers and proceedings included in the document are annulled and therefore cannot be part of the proceedings

0369

46

By the Court;

I allow it
The endorsement
is as follows I have
come to the conclusion
in that after the
petition it was withdrawn
the petition the
court ceased to
have power to
make an order
petition and order
papers to remain
in file.
S. J.

I am now an editor of the Dramatic News and Society Journal and have been since October 18th 1895. When the paper was started I do not own the paper, Mrs Byrnie my wife owns the paper. I state at the head of the columns that I am sole and responsible editor.

Mrs Byrnie has owned that paper ever since it was established so far as I know I presume she has I am as positive of that as I can be of anything. I have no doubt of it at all.

I was plaintiff in an action in the Dramatic Court against one Ernest Harrier & the complaint in the action stated that I was Editor and proprietor "of the Dramatic News" That statement being a mistake of my attorneys and it was my fault in so far as having too hurriedly signed an affidavit. I had not carefully enough read, I read

the affidavit hurriedly I mean the whole complaint I was much pressed at the time with business I have no other explanation to make except that the writing of the complaint was very poor.

I practically attend the details of starting the paper I did not undertake the most important one which was that of furnishing the money I made up the plan of a heading for the paper gave a sketch or a drawing of what I wanted I got several pieces of paper and pasted them together in different forms. The first which was most available, drew lines to find what width I should make the columns I found out what price the paper could be printed for I got up circulars and sent them out. I put advertisements in other newspapers.

I printed and had them stuck up over the city. In fact the usual detail of starting a paper. I do not know that there is anything more to say. Mrs. Byrne furnished the money. She got the money to furnish. I submitted all I did to her and she approved of it in most respects. Since it was started I have edited the paper. I have written an. etc. and have supervised the writing of others. I oversee the business management. I am not the business manager. At Hecker is business manager. He can be found at 866 Broadway the office of the Dramatic News daily. Some of the money for paying bills passes through my hands. I generally pay the printer.

I have general control of the paper. my wife is its owner. that is so far as I

I know I mean to say that if my wife chose to turn me out of that paper she could do it. Mr. Keeler generally pays the other bills I do not generally receive money. The net proceeds of the paper are paid to my wife generally through me what there is to pay. I generally pay it to my wife sometimes I pay bills with it at her direction.

I receive no stated salary for my services on the paper. I take what is necessary for my personal expenses for 10 dollars a week and put that down as office expense. The amount so received by me appears in the cash book at the office of the Dramatic News.

There is no specified agreement as to the amount which I may draw. It is

specified and has been
the subject of conversation
that I am not to be ex-
travagant.

I cannot say how
much money my wife
furnished for starting
the paper I dont know how
much it took to start the
paper I dont know about
how much, The books of
the Dramatic News would
not show, they simply show
receipts and expenditure
she had some money of
her own when the paper
was started she borrowed
some money of Jack Nash
I think it may have been
from his wife I know she
has paid some of this
back I believe not all
she has paid in frequent
installments I dont think
there was ever any note
made out This borrowed
money when her money

was exhausted he advanced by paying bills and mainly to the printer I think that is all he did pay I think in one instance he paid money directly to me \$20^{00/100} dollars I think it was I include that in the amount advanced for starting the Dramatic News.

Q when was the petition withdrawn? It appears by the record that the petition was withdrawn when?

A I don't see it - on this

Q does it appear there when Mr Byrne and Mr Hecker were examined?

A yes it appears on the certified copy

Q when was it?

A On the 3rd of May 1879

Q when was it Mr Byrne had withdrawn the petition

A when the testimony had been taken and the motion was being made for the

Rebated after Bill ordered.

by Thomas M. Rooten
202 Adelphi St.
Brooklyn, N.Y.

Fifth District
Justice Court.

1351

Joseph Hart
Complainant

Agst.
Charles A. Byrne
Defendant.

Transcript

Stenographers minutes

David C. Selman

Stenographer

346 Broadway

N.Y.
City

0378

Fifth District }
Police Court }

Joseph Hart } Before Hon
Complainant } Dutten St Bie by
ag't } Justice
Charles A Pyne }
Defendant } Jan'y 11. 1882

Stenographers
minutes

Witnesses

N Ex

C Ex

Rd Ex

2 C Ex

Attestment ^{Ex} by def. 1 to 10

Joseph Hart " " " 11 to 16

Joseph Hart ^{Ex} by people 16 to 18

Laurie & Post ^{Ex} by def 19 to 23

David C Feltman
Stenographer
346 Broadway
N.Y.
City

0379

Fifth District
Police Court.

Joseph Stark
Complainant
against
Charles A. Byrne
Defendant

Before Hon
Dutton M. Dixby
Justice
January 21st 1882.

Abraham M. Hummel, called
by defendant - being duly sworn
deposes and says.

Q Mr Hummel you are an attorney
and counsellor at law are you not?
A Yes sir

Q Practising in the city of New
York?
A Yes sir

Q you are acquainted are you not
with the parties to this contro-
versy?

A I know Mr Stark the complain-
ant, and I know Mr C. A. Byrne
the defendant.

Q Mr Hummel did you or your

firm act in any matter; as
counsel for Mr Charles A Byrne?
A In same matters yes sir.

Q Do you recollect the proce-
dings instituted in the Su-
perior Court upon the peti-
tion of Mr Byrne when he
asked to be discharged from
the bail limits?

A I do.

Q Were you firm in any way
interested in the proceedings?

A We were not; Mr Stenhardt
was counsel in that pro-
ceeding.

Q Is Mr Stenhardt engaged in
your office?

A Yes sir, he was then and he
is now.

Q And at that time?

A Yes sir.

Q Was he a clerk in your
office at that time?

A Yes sir he was and is now.

Q And he is still in your of-
fice now?

A Yes sir.

Q Mr Stenhardt did Mr Byrne

consult with you at any time in relation to that proceeding?

A He spoke to me, and I referred him to Mr Sternhardt; because it was a part of a proceeding that I understood nothing about.

Q Did you confer with him at all as to the character of evidence he was to give?

A Not at all.

Q Did he have any consultation with you for the avowed purpose on his part refreshing his recollection between himself and Mrs Hart prior to his giving testimony in that case?

A No sir.

Q Are you prepared to say Mr McGuire that is not so?

A That is my best recollection.

Q If Mr Byrne should say that he had consulted you as to his relations with Mr Hart or with Mrs Hart about things of the Dramatic News

and you had conferred with him and advised with him in relation to that would you believe that it was true?

A I should say that he was mistaken.

Q But you would not say that might not have occurred
A I don't remember it to have occurred.

Q Did you attend the examination at all?

A Not that one, I did one before Judge Danahue.

Q What was that proceeding?

A I believe that proceeding was begun by writ of Habeas corpus, and some evidence was used in that that was used in the Superior Court.

Q Did you confer with Mr. Byrne as to the evidence and what his evidence was to be before Judge Danahue?

A There was no necessity for that?

Q why?

A Because the proceeding was entirely upon the commitment. At that time and not upon the facts.

Q Did you examine into the facts at that time at all?

A I am sure that I did not.

Q Will you be kind enough and look at this paper and see if you recognize it?

A Yes that is my handwriting.

Q Can you tell when that paper was prepared?

A I can by the date it bears.

Q And from that alone?

A Yes and from that alone.

Q Please state when it was prepared?

A It must have been prepared by me either the first day of October 1875 or a few days antecedent to that.

Q Might it not have been a few days subsequent to that?

A No sir.

Q Does it very often happen that

in your practice that a friendly agreement of partnership or otherwise has been subsequently put in writing and dated as of date, that it was actually made before?

A No. It was not, the date it is attested, the date it was made it was made on the day it bears date.

Q You have not attested it?
A I subscribed to it on that date I cannot remember that it was not of that date. my best impression strikes me that it must have been.

Q How many of these agreements have you prepared?
A Two.

Q This one and a duplicate?
A Yes.

Q Did you ever prepare a draft of either?

A No I had some written memoranda or some written memoranda of some kind; I fancy it was given me by Mr. Hart and from which I drew the

agreement.

Q Was that memorandum executed by the parties to it?
A No sir. It was simply given to me by Mr. Stark.

Q Then it was not as we lawyers understand a memorandum of agreement proceeding, this agreement?
A No sir it was not; it was not a draft agreement.

Q Do you recollect of having prepared any papers similar to this, between the same parties about the time that a woman called Irvian who was known as Mrs. Byrne who made some trouble in connection with the dramatic news?

A I did not.

Q I call your attention to one particular Mr. Kennel please pay attention while I read.

" And it is further agreed by and between the said parties to these presents that if the said Charles

H. Byrne shall at
 any time, during
 the existence of
 said newspaper
 said dramatic news
 write for control but
 edit or publish any
 other newspaper
 journal, book or any
 other printed matter
 whatsoever save and
 except said newspaper
 said dramatic news or
 if said Charles A. Byrne
 shall neglect or omit
 to fulfil any of the
 duties, obligations
 and labors agreed to be
 performed by him as
 herein to fore said herein
 after mentioned and
 covenanted, then the
 said Charles A. Byrne
 does hereby forfeit
 surrender and deliver
 to the said Sarah Hart
 for her use benefit
 and control and as

her exclusive property
the said forty five
shares so set apart
for the use of said
Charles Byrne."

Now Mr. Samuel I ask
you whether the whole
and every part of that
clause was in before
the original agree-
ment executed between
these parties on the
first or about the 10th
day of October 1875?

And all that you have read and
that appears in this agreement
to the best of my knowledge
must have been in there
(if you read from there it)
must have appeared in ^{the} my
recollection does not serve
me as to the precise lang-
uage?

I ask you this whether or not
any other agreement with
respect to the rest of the
paragraph I have read to
you was not executed

between these parties Hart and Byrre that were admitted and whether or not some time afterwards this agreement was not prepared with that clause in it and substituted for the original and as on the day it bears date.

A positively no, that is not true
Q It is not true?

A No sir

Q You have advised and consulted with Mr Byrre generally from the time of his connection with Mr Hart up to this last summer have you not?

A I have advised with Mr Byrre on a number of matters yes sir

Sworn to before
me this day of
January 1882

W. M. Munnell

Peace Justice

Joseph Hart called by the Defendant. testified as follows.

I Mr Hart I call your attention to the original examination taken before Judge Smith on October of 1881. a copy of which I had here at the last examination and questioned you in relation to it; I asked you on Saturday Mr Hart, at what time since the first of October 1875 was the Defendant Byrne seen a partner in the Dramatic News and your answer was not since same time in October 1875, now is that correct? A No sir.

I you stated if my recollection so served me that you so testified before Judge Smith A then I was mistaken it should be 1879.

I now call your attention to the original evidence given

by you and hear what you
have to say regarding it?

A I simply want it taken down
as I have stated it and that
is the correct date 1845.
According to the papers which
I have; now in my possession
I was something said in your
former examination about
Mr Byrnes connection with
Truth?

Answer

I and you stated that he was
nominal editor only?

A I meant to say and I correct
the answer now that he
was nominally the editor
for the last six months,
prior to that he was abso-
lute editor.

I was he not one of the owners
of Truth?

A He had a stock interest in
the paper.

I was it managed by a stock
company?

A It was managed by a Com-
pany generally.

Q A stock company?

A Yes sir

Q And Mr Byrne had shares of stock?

A Yes sir

Q What was the name of the corporation?

A I think it was the local publishing company of Connecticut

Q Was it not the Ecclesiastical publishing company?

A No sir the local.

Q And he had shares of its stock?

A Yes sir

Q And you correct the evidence ~~with~~ that respect?

A I correct the evidence as to being mistaken in the dates; when you asked me those questions I did not know that you had reference to that particular paper.

Q Do you mean to say Mr Hart that his being the absolute editor of "Truth" prior to the latter six months

that nothing could go into that paper without having first passed his supervision? A It is conceded that he was the editor in chief.

Q And he supervised most everything that went in there?

A Pretty much that went in the editorial part, there is a great many things to a paper and of which he knew nothing about.

Q You say there were a number of things that he knew nothing about?

A Yes Sir, as to what was necessary to conduct the paper, he omitted some of the most essential things, things that should have gone in he did not put in.

Q Mr Hart have you within this week made an application for a warrant to a police justice against Charles a Byrne for any other charge.

than this one. Case?

A I dont think I have to answer that question.

Q Did you make any application before Judge Smith for a warrant to arrest Mr Byrne upon another criminal charge than this which you are the complainant?

A I dont know that I have.

Q Will you say that you have not made an application for a warrant for him as against him Byrne, and that you are the complainant. Or that you made a statement to Judge Smith for an order of arrest?

A I made no statement against Mr Byrne to Judge Smith for any warrant or anything else.

Q Have you applied for a warrant against him?

A No sir.

Q Did you go before Judge Smith and make an application for a warrant

this upon the charge
of criminal libel against
you?

A I did not.

Q or before any other criminal
justice?

A I did not

Q positively?

A positively I did not.

Joseph Hart

Joseph Hart. Recalled.
for the people
Direct Examination.

Q Mr Hart it has not appeared
in this case yet. as to who
was the author of that
paper the dramatic news
will you state of your
own knowledge the facts
and origination and insti-
tution of the paper?

A I met Mr Byrne one night
and he suggested that it
would be a good time
to start a profession paper
a dramatic paper as they
don't have one and it

was the wants of the Brau-
 atic profession. I was at
 that time engaged in the
 building of the Eagle Theatre
 and end turned over the
 matter and had a gener-
 al conversation and I
 favored it; and said that
 I would recommend
 my wife "God Rest her
 soul" to invest the money
 in it and that is how
 it was started and its Con-
 ception.

Q Did Laura E. Byrne the De-
 fendant in this suit (meaning
 L. E. Byrne agent Joseph Hart et al.)
 have anything to do with
 the starting of that paper
 A Never Sir

Q Did she invest any money
 A 7

A Never Sir never one cent
 put in it by her.

Q Not from the time of
 starting the paper?

A Never Sir she never invested
 one cent in her life

in that paper

I look at that paper and say
what it is (obviously without
a paper)

That is the articles of Co-
partnership.

Is that the original agree-
ment made between you
and Mr Byrne at the time
of founding that paper?

That is the original agree-
ment signed in my pres-
ence

Were you present when it
was executed?
Yes sir.

Plffs Counsel.

I offer the origi-
nal articles of agreement
in evidence.

By the Court

Admitted and Admitted

Plffs Ex. 4.

Sworn to before me
this 21 day of Jan } Joseph Hart
any 1882

B. & R. R. R.

Police Justice

Fernis J. Post. faced by the
 Defense being duly sworn
 deposes and says.

Q Now Post you are an attor-
 ney and Counselor at law
 are you not?

A Yes sir

Q And you are acquainted with
 the complainant Mr. Stark
 and Mr. Byrne the defen-
 dant?

A Yes sir

Q Have you ever acted as attor-
 ney and counselor for Mr.
 Byrne in any proceedings?

A Not usually for Mr. Byrne;
 I was Mr. Stark's counsel and
 Mr. Byrne was sued and
 at Mr. Stark's request I defen-
 ded him.

Q Did you counsel Ed Confer
 with Mr. Byrne on any
 subjects at all?

A Yes sir in the suit in
 which I was counsel.

Q Look at the paper offered
 in evidence by the Defen-
 dant. (showing witness paper)

and say whether you recollect that paper?

A yes sir to the paper in the case of Emma E Byrnes agst Charles A Byrnes?

Q Yes sir

A yes sir I have seen that before it was produced.

Q In whose handwriting is it?

A mine.

Q Was that paper ever read in any legal proceeding to your knowledge?

A I expected to use it in the suit in which I drew it, but on thinking the matter over I thought it best not to use it. The explanation was not satisfactory to me.

Q You didn't use it you say because the explanation was not satisfactory to you?

A Yes sir

Q Did Mr Byrnes request you not to use it?

0399

21.

I did not

a Mr. Byrne never knew that I
~~did up to~~ use it

Q Did you ever state that it
was destroyed?

a I don't think I ever stated
that it was destroyed.

Q Did you ever state that it
was not to be used and
that it was destroyed

a No sir I don't think I ever
stated that it was not to be
used and that it was destroyed

Q At whose instance was
the explanation at the
Baton put in?

a Mr. Byrne.

Q And at his solicitation?

a My impression is not good
as to all the circumstances

I am sure that I drew
the affidavit and when

I came to read it over to
him he wanted an explan-

ation in it, at any rate
I can say positively it was

at his request that that
explanation was put

in.

Q And how did Mr Hart come possessed of the knowledge Mr Post that these papers existed?

A I cannot positively say about that.

Q It was in your possession was it not?

A Originally yes in my possession.

Q How did it get out of your possession?

A I must have given them with a lot of other papers to Mr or Mrs Post.

Q When?

A That I cannot say.

Q Recently?

A No sir it was after the suit was ended.

Q After the suit was ended?

A No after the motion was ended.

Q Upon which it might have been used?

A Yes sir.

Q Are you connected with Truitt
Ayres & Co.

I and with the Braumatic News?
a law connected there tempor-
arily, to fill a temporary
gap.

Mr. Post.

I desire to say and explain
I stated that I was attorney for
Byrne in a case, and you
seemed to understand that
it was a case in which I
drew that affidavit ~~it was not~~
and in regard to giving that
affidavit to Mr. Hart, Mr.
Hart tells me that he got
the among other papers from
my office.

I want to be sworn
me this day of 71
January 1882

L. H. Post

A. W. Brigh

Police Justice,

Case closed.

+ deft does not wish to
make a statement

102

1882
Police Court, East District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Joseph Hart
142 Nassau St.
Charles A. Byrne

Dated December 30th 1881.

to Jury 27th 12th 11th am
11th 14 11 am

Witness, Clifford Boree
with record from Superior Court,
Benj. Steinbach
87 Centre St.

Dismissed

Disposition

Bailed by Dep. of \$500
Jan 31 - in Civil Chamber

Lawis Office
Jan 7th 3 1882
JHR

I request that the
examination be
adjourned to the
21 day of Jan'y 21/82
at 11 a.m.
C.A. Byrne

I request that the
examination be
adjourned to the
21 day of Jan'y 21/82
at 11 a.m.
C.A. Byrne

I request that
this examination
be adjourned to
Feb'y 1882. at
11 am at the
Superior Court Room
C.A. Byrne

For your Sept 11th 1881
on motion of the
Def't Mr. Hart can
be returned to the Court
on Feb'y 1882 to the Court
for its action to the
Court

0403

Police Court. First District.

The People on complaint
of
against
Charles A. Byrne
City and County of New York.

Joseph Hart being duly sworn
says that he ^{is forty six years of age, and} resides at No 20 East
42d Street, ^{and does business, which is that of publisher of the New York Herald, at 112 Broadway} in the said City and County.
That on or about the month of April
1877 one Augustin Daly duly recovered
a judgment for about twenty-five
hundred dollars against the above-
named Charles A. Byrne in the
Superior Court of the City of New
York for libel, and thereafter an
execution was duly issued upon
said judgment and against the
property of the said Charles A.
Byrne and was returned wholly
unsatisfied, and thereafter an
execution was duly issued upon
said judgment against the person
of the said Charles A. Byrne
upon and by virtue of which

The said Charles A. Byrne was
 duly arrested and thereafter was
 admitted and confined to the liberties
 of the jail of the said County of New York,
 that hereafter and while arrested
 and admitted and confined to the
 said jail liberties under the execution
 aforesaid, the said Charles A.
 Byrne made an application to the
 said Court under and in pursuance
 of article 5 chapter 5 title 1 and
 part 2 of the revised statutes of the
 State for the purpose of being
 discharged from his debts and from
 imprisonment herefor and from
 such arrest and confinement as
 aforesaid and on the 22d day of
 April 1879 and finding ~~such~~
 application it became necessary
 for the said Charles A. Byrne
 to be examined upon oath in
 and before the said Court in
 pursuance of the statute in
 such case made and provided
 in regard to his said application
 and the justness and fairness
 of all his proceedings in said

action application and all other
 matters lawfully connected therewith
 and he the said Charles D. Byrne
 was on the said 22d day of April
 1879 at the city and county aforesaid
 duly examined in and before said
 Court at which the Hon. John Sedgwick
 was presiding as the Justice and
 was then and there duly sworn by
 and took his corporal oath before
 the said John Sedgwick as such
 presiding Justice as aforesaid
 to speak the truth, the whole truth
 and nothing but the truth touching
 the matters in said application
 contained and the proceedings and
 fairness of all his proceedings
 as aforesaid and being so
 duly sworn then and there on
 his examination aforesaid did
 wilfully, wickedly, falsely, feloniously
 and corruptly say swear
 testify and depose among other
 things in substance and to the
 effect following, that is to say—
 That his Byrnes wife owned
 the Dramatic News and Society
 Journal (the same being

a journal and public print
then published in the city and county
aforesaid) that his wife Mrs
Byrne owned the said journal and
public print ever since it was
established as far as Charles A
Byrne knew, that his wife furnished
the money to start and support the
said public print, that he submitted
all he did in regard to the said journal
and its conduct and business to her
that the net proceeds of the paper
are paid to his wife generally, —
each and all of which said matters
so sworn to as aforesaid were then
and there material and were then and
and there false and wilfully falsely
and corruptly sworn to as
aforesaid by the said Charles A.
Byrne, and that defendant charged
the said Charles A. Byrne with committing
wilful and corrupt perjury in so
swearing as aforesaid.

Department wife
Sarah Hart

Sworn to before me
this 30th day of December 1887.
J. W. Pryor
State Justice.

0407

Sec. 151.

Police Court First District.

CITY AND COUNTY }
OF NEW YORK, } ss

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

Whereas, Complaint in writing, and upon oath, has been made before the undersigned, one of the Police Justices for the City of New York, by Joseph Hart

of No. 142 Nassau Street, that on the 22nd day of April 1879

~~1880~~ at the City of New York, in the County of New York, Charles H. Byrne did at the Superior Court of the City of New York before Honorable John Sedgewick there and there presiding as Justice of said Court in certain proceedings in said Court in which one Augusta Daly was Plaintiff and said Charles H. Byrne was Defendant, wilfully, wickedly, falsely, feloniously and corruptly say swear and testify that a certain newspaper did then belong to his wife, which matter so sworn to was material to the issue of said case, and which matter so sworn to by said Byrne was wilfully, wickedly, falsely, feloniously and corruptly untrue.

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

These are, Therefore, in the name of the PEOPLE of the State of New York, to command you the said Sheriff, Marshals and Policemen, and each and every of you, to apprehend the said Defendant and bring him forthwith before me, at the First 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 30th day of December 1881

B. J. Murphy POLICE JUSTICE.

POLICE COURT, First DISTRICT.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Joseph Hart

vs.

Charles H. Byrne

Warrant-General.

Dated December 31st 1881

Richy Magistrate

John Sedgewick Officer.

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

John Sedgewick Officer.

Dated Jan 1st 1881

This Warrant may be executed on Sunday or at night.

Police Justice.

REMARKS.

Time of Arrest, 11:40 A.M.

Native of England

Age, 34

Sex

Complexion,

Color

Profession, Coder

Married No

Single, No

Read, No

Write, No

810 Nassau Street

0408

The within named

having been brought before me under this Warrant, is committed for examination to the
WARDEN or KEEPER of the City Prison of the City of New York.

Dated.....188

Police Justice.

Defendant within
named is discharged
from custody, hav-
ing been ~~admitted~~ ^{admitted} to
day-admitted to
bail on Habeas Corpus
proceedings.

Dated, New York, Jan-
-uary, 4th, 1882.

C. D. [Signature]

0409

BOX:

75

FOLDER:

843

DESCRIPTION:

Byrnes, Frank

DATE:

09/07/82



843

0410

WITNESSES.

Day of Trial,

Counsel,

Filed

day of

188

Pleads

THE PEOPLE

vs.

Chas.

vs.

Frank Byrnes

LARCENY AND RECEIVING-STOLEN
GOODS.

JOHN McKEON,

District Attorney.

I v. Sept 7. 1882

Pleads guilty.

A True Bill.

S. P. one year.

John McKeon Foreman.

John McKeon

0411

COURT OF GENERAL SESSIONS OF THE PEACE
OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Frank Byrnes

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

Frank Byrnes

of the CRIME OF GRAND LARCENY, committed as follows:

The said

Frank Byrnes

late of the First Ward of the City of New York, in the County of New York aforesaid,
on the *twenty first* day of *August* in the year of our Lord one
thousand eight hundred and eighty *two*, at the Ward, City and County
aforesaid, with force and arms *one cask of talow of the value*
of ninety nine dollars

of the goods, chattels and personal property of one

R. Cornell White

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

John McKean
District Attorney

0412

BAILED,
No. 1 by _____
Residence _____
No. 2, by _____
Residence _____
No. 3, by _____
Residence _____
No. 4, by _____
Residence _____

Police Court District.

704

THE PEOPLE, &c.,
ON THE COMPLAINT OF

James M. Filler
Officer 37
Charles Byrne
Larceny

2 _____
3 _____
4 _____
Offence _____

Dated *Aug 22* 188

James M. Filler
Magistrate.
James M. Filler
Officer.

Clerk.

Witnesses, _____

No. _____
Street, _____

No. _____
Street, _____

No. _____
Street, _____

\$ *1000* to answer _____

Can

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

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

Dated *Aug 22* 188 *James M. Filler* Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0413

Sec. 198-200.

CITY AND COUNTY
OF NEW YORK, } ss.

1st District Police Court.

Frank Byrne 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.

Frank Byrne

Question. How old are you?

Answer.

33 years

Question. Where were you born?

Answer.

Ireland

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

Answer.

60 Cherry Street & about one week

Question. What is your business or profession?

Answer.

Laborer

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

Answer.

I was sent to employ a carrier by others to whose names I cannot remember

Frank Byrne
his mark

Taken before me this

day of

188

August 1888
Police Justice.

0414

District Police Court.

Affidavit—Larceny.

CITY AND COUNTY
OF NEW YORK

of No

being duly sworn, deposes and says, that on the 21 day of August 1882

at the City of New York,

in the County of New York, was feloniously taken, stolen and carried away from the possession

of deponent,

the following property, viz:

One cask of tallow
weighing about sixteen hundred
pounds & of the value of
about ninety nine dollars

the property

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

Frank Byrnes now here
because he employed a certain
person named John McEvoe

to cast it away from Pier
26 E River whither it had been

carried by said ~~deponent~~ and

deponent believes, the ground for

such belief being that McEvoe now

informs deponent that Byrnes had

employed him for such purpose

and deponent believes that the same

are to identify the property as having been taken
and from John McEvoe's charge as Mr. Byrnes says

Sworn before me this

21 day of August

1882

1882

1882

1882

1882

1882

1882

1882

Thos. J. Spence
Police Justice.

0415

City and County
of New York

John McEory of No. 99 Monroe
Street being sworn says that he
was employed by the defendant
to cart & carry away the cash
referred to in the within Complaint
for a certain Consideration in money
he not naming the amount but
saying that my pay would be
all right
John McEory

Sworn to before me this
22 day of Aug 1882
Hughes Police Justice

District Police Court.

THE PEOPLE & C.
ON THE COMPLAINT OF

AFFIDAVIT—Larceny.

Dated

188

Magistrate.

Officer.

WITNESSES:

DISPOSITION