

0009

BOX:

120

FOLDER:

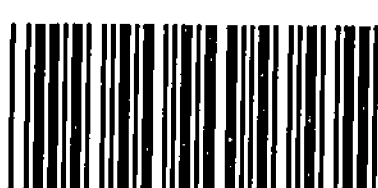
1261

DESCRIPTION:

Lambert, William

DATE:

11/21/83



1261

Frank M. Clark.

236-E 30th

Accused officers

J.T.

to officers he
says that report
is not known
to Robert Larkin
R. L. Larkin police
in present.

F.I.

See. app. as they
character within

F.I.

#143.

Counsel,

Filed 21 day of Nov 1883

Pleads

THE PEOPLE
vs.
William J.
Lambert

Robbery in the 1st Degree
(Sections 224 and 225)

JOHN McKEON,

District Attorney

A True Bill.

W. H. Crane
Foreman.

Nov 21/83.

I find guilty of

Robbery 2d deg.

W. H. Crane
Nov 21/83.

23

0011

Police Court *Second* District.

CITY AND COUNTY }
OF NEW YORK. } ss.

of No *41 West 22nd* Street, *Bessie K. Francis*
being duly sworn, depose and saith, that on the *15th* day of *November*,
188*3*, at the *21st* Ward of the City of New York, in the County

of New York, was feloniously taken, stolen, and carried away, from the person of deponent
by force and violence, without his consent and against his will, the FOLLOWING PROPERTY, VIZ:

One Pocket Book of the Value of Fifty Cents containing Good and Lawful Money of the United States issue consisting of Silver Nickel and Copper Coins of various denominations and value together of the Value of Nine Nine Cents All being of the Value of One $\frac{1}{2}$ dollar.

of the value of _____ DOLLARS,

the property of *deponent*.

and that this deponent has a probable cause to suspect, and does suspect, that the said property
was feloniously taken, stolen, and carried away, by force and violence as aforesaid by

William J. Lambert (now here)
from the fact that at or about the hour of
Three O'Clock P.M. on said date deponent
was walking along Fifth Avenue and
when near the corner of East 26 Street
the said Lambert came up to deponent
holding in his hand the knife here shown
and which at the time was open, and
said Lambert said to deponent, I want
your money or I will take your life at
the same time holding the open knife
in front of deponent's breast, deponent being
in fear of great bodily harm at the hands

Sworn before me, this
day of _____ 188*3*

POLICE JUSTICE

00 12

of the said Lambert. gave to the said
Lambert. the said property, ~~namely~~ the
said Lambert. on receiving said property-
immediately ran away with said property-
in his possession. Dependent is informed
by George A. Heinrich. that he saw the
said Lambert. run away from dependent.
and gave chase to the said Lambert on
~~East 36~~ Street and on the said Lambert.
being arrested he saw the said Lambert.
put the said property in his coat pocket.
and that he the said Heinrich found the
said property in the possession of the said
Lambert. Dependent identifies the property-
found in the possession of the said Lambert
as the property which had been taken
stolen and carried away from the possession
and person of dependent.

Given before me
This 16 day of November 1883.

Bessie L. Smith

[Signature]

Police Justice

Police Court— District.

AFFIDAVIT—ROBBERY.

THE PEOPLE, & c.
ON THE COMPLAINT OF

vs.

Dated

188

Magistrate.

Officer.

Witnesses:

0013

CITY AND COUNTY }
OF NEW YORK, } ss.

George A. Heinrich
aged 17 years, occupation None of No.

145 Second Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of Bessie Thomas

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

Sworn before me, this

day of

16th } Geo A Heinrich
November 1883 }

[Signature]
Police Justice.

0014

Sec. 198-200

CITY AND COUNTY }
OF NEW YORK } ss.

2 District Police Court.

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

Question. What is your name?

Answer.

William J. Lambert.

Question. How old are you?

Answer.

26 Years.

Question. Where were you born?

Answer.

New York City.

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

Answer.

18 West 15 Street One Year.

Question. What is your business or profession?

Answer.

Reporter

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 intoxicated at the time I
done it*

W. J. Lambert

Taken before me this

day of *March* 188*7*

[Signature]
Police Justice.

00 15

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 J. Lamberh.
guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of Twenty
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 November 16 1883 J. B. [Signature] 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.

00 16

Police Court

869 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Pessier Francis
141 W 22 St
William J. Lambert

2 _____
3 _____
4 _____

Offence *2000*

Dated

November 16 188*3*

Magistrate.

J. G. O'Leary
Norman Westreich Officer.

Precinct.

Witnesses

No. *145* *Secord* Street.

No. *9 East 36 St* Street.

No. *491 Canal* Street.

\$ *2000.* to answer

Comme

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

0017

Court of General Sessions

The People v:
agst.
William J. Lambert

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

Frank M. Clark of the
said City, being duly sworn, deposes
and saith that he resides at No. 236
East 30th Street; - that he has been
intimately acquainted with William
J. Lambert, the accused, since 1856 or
1857; and during a course of upwards
of twenty-five years deponent knew him
to possess a spotless character for honesty
integrity, industry, and sobriety - and that
his reputation, generally, among his as-
sociates and fellow-men was exceptionally
good.

Deponent further saith that said
Lambert was for many years afflicted
with Epilepsy, and subject to violent epilep-
tic fits, sometimes of long duration, the
effects of which would act upon his mind
and assert themselves in his actions and
manner; and he is also suffering from
an attack of heart disease. That for

0018

three years prior to about a month ago, the said Lambert was absent from this City, at work upon a farm, in Orleans County, New York, for a Mr.

O. S. Lewis, who speaks of him in the highest praise, and regards him as perfectly honest, reliable, and showing a disposition to do his uttermost for his employer.

That said Lambert has an aged Father and Mother, who are both in poor health - that in May last, a devoted Sister of said Lambert, to whom he was fondly attached, died very suddenly, and her death preyed upon him very much, making him morose and abstracted in demeanor, and intensifying the Epilepsy aforesaid - and deponent verily believes that the drinking of liquor on the day he committed the crime with which he stands charged, had an undue effect (in his already enfeebled condition of health), upon his mind and mental faculties, so as to render him unconscious and unaware of what he was doing at the time of the commission of said offence.

Deponent further saith that said

00 19

Lambert has always been a good, affectionate and dutiful Son, and devoted Brother, was never arrested, and committed no offence prior to this one, to the knowledge of deponent.

Inworn to before me }
this 22nd day of November 1883.

Frank W. Clark

Joseph C. Clark
Notary Public
New York County.
(12.)

0020

Court of General Sessions

The People vs.

agst.

William J. Lambert.

City & County } ss.
of New York

Mrs. Henrietta Knight of said City, being duly sworn, deposes and saith that she resides at No. 129 East 54th Street - that she has known William J. Lambert since his boyhood - that he was an obedient son, an affectionate brother, and possesses all the merits to make him respected among his fellow men - honest, industrious, sober, frugal, amiable in disposition, & a good character.

That said Lambert was never arrested or charged with any criminal offence prior to the one now charged against him, to the knowledge of deponent.

Sworn to before me
this 22^d day of November 1883.

Henrietta Knight.

Respectfully
Notary Public
New York County.
12

0021

Court of General Sessions

The People vs.

asst.

William J. Lambert

City and County } ss.
of New York,

Emma M. Clark, being
duly sworn, deposeth and saith that she
is the Wife of Frank M. Clark, and has
read his Affidavit (verified this day) in
the above-entitled proceeding, and that
the same, so far as the character and
reputation of William J. Lambert are con-
cerned, is true of her own knowledge -
and likewise are the averments as to the
said Lambert being subject to Epileptic Fits,
and their effect upon him.

That among persons of her sex,
deponent has ~~often~~ frequently heard said
Lambert spoken of with great praise, and
he was generally regarded among the
people with whom he associated with re-
spect for his integrity, industrious habits,
and sobriety.

Sworn to before me
this 22nd day of November 1883!

Emma M. Clark

Meredith G. S.
Notary Public
(12) New York County

0022

Court of General Sessions

The People v.

agst.

William J. Lambert

City and County of
New York,

Mary Mahon,

being duly sworn deposes and says
that she is the Wife of Josiah Mahon,
and resides at No. 110 West 16th Street, in
the City of New York - that she has known
William J. Lambert since his childhood,
and watched over him when he was an
infant, and as he grew up gave him
much attention - that he was a dutiful
son, affectionate and devoted to those of
the home-circle - never sought out evil
companions, nor formed bad ties - was
always industrious, economical, sober,
honest; - and his disposition and every
act of his life (with the ^{single} exception of the offence
with which he stands charged) showed that
he was incapable of committing, knowingly,
an injury to his fellow-man - that his
character has been very good, and general
reputation such as many might envy -
that he was never arrested, nor charged with

0023

a criminal offence to deponent's knowledge
And deponent further saith that
she has heard read the Affidavit of
Frank M. Clark herein with regard to
said Lambert's being afflicted with Epilepsy
and the effects thereof upon him generally
and she avers the same to be true of
her knowledge; and verily believes that
said Lambert was not in his proper
senses when he committed the offence
charged.

Sworn to before me
this 22nd day of November 1883.

Mary Nelson

Precinct 123
Notary Public
New York County
12

0024

Court of General Sessions

The People v:

— apt. —

Wm J. Lambert

Affidavits as to
prisoners character

0025

Office of The Manhattan Gas Light Co.
No 4 IRVING PLACE.

New York Nov 24th 1883

Mr. Frederick Smyth
Dear Sir,

Mr. Frank Clark
asks me to give him a note of
introduction to you that you
may know him to be a man
of integrity and one in whose
word ^{confidence} can be placed -

This I do with pleasure.
For eighteen years past Mr
Clark has been a bookkeeper in
this office and has discharged
his duty in a manner that has
been satisfactory to the officers
of this company - His conduct
has been irreproachable and
his integrity undoubted -

I commend him to

0026

you as a gentleman
every mark worthy of
confidence. He served
faithfully during the war
of the rebellion, came home
with a clear record, earned
his promotion as a captain
and stands high in the
estimation of the members of
the Grand Army of the Republic.

I am, Sir, Very Respectfully
Yours

Charles R. Rame

0027

Joseph

^o
Laubach

0028

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 J. Lambert

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

_____ William J. Lambert _____
of the CRIME OF ROBBERY IN THE _____ First _____ DEGREE, committed as follows:

The said William J. Lambert _____

late of the First Ward of the City of New York, in the County of New York aforesaid, on the
fifteenth day of November in the year of our Lord one
thousand eight hundred and eighty-three, at the Ward, City and County aforesaid, with force
and arms, in and upon one Bessie D. Francis
in the peace of the said People then and there being, feloniously did make an assault ~~on~~ the
said William J. Lambert, being then
and there armed with a dangerous
weapon, to wit: a knife and one
pocket book of the value of fifty
cents, and divers coins of the
United States of America, of a
number, kind and denomination
to the Grand Jury aforesaid un-
known, of the value of ninety
nine cents

of the goods, chattels and personal property of the said Bessie D. Francis
from the person of said Bessie D. Francis and against
the will and by means of putting her, the said Bessie D.
Francis in fear of some immediate injury to her person
then and there violently and feloniously did rob, 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 McKEON, District Attorney.

0029

BOX:

120

FOLDER:

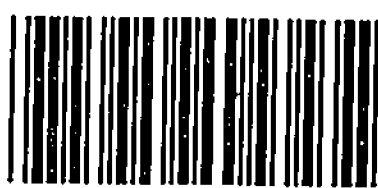
1261

DESCRIPTION:

Lawson, James

DATE:

11/20/83



1261

0030

Counsel,
Filed *7/14/83*
Day of *Nov* 1883
Pleads *Property*

THE PEOPLE
vs.
James Dawson
Robbery in the 2nd Degree
(Sections 224 and 229)

JOHN McKEON,
District Attorney
I & Sec 4/1/83
Pris Recaptured.
A True Bill.
W. H. C. Foreman.

Docu Sec 4

0031

Police Court 3rd District.

CITY AND COUNTY }
OF NEW YORK. } ss.

3 appears

of No

1103 Third Avenue

Street,

Engineer

being duly sworn, depose and saith, that on the

18th

day of

November

1883,

at the 17th

Ward of the City of New York, in the County

of New York, was feloniously taken, stolen, and carried away, from the person of deponent by force and violence, without his consent and against his will, the FOLLOWING PROPERTY, VIZ:

One gold watch of the value
of one hundred and twenty dollars

of the value of

the property of

deponent

DOLLARS,

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 force and violence as aforesaid by

James Larsson, now here,
for the reasons following, to wit:
That said watch was then
contained in the left pocket
of the coat then upon deponent's
person. That deponent was then
in Houston Street near the
Bowery. That deponent is now
here informed by officer Selig
of 10th Precinct that the said
officer, seeing deponent knocked
down by said deponent and

deponent

1883

Deponent's name

0032

that said Officer found said watch
which had been punched off the
chain securing it to said post
lying in a basement area where
it had been thrown and where
deponent was knocked down.
That deponent was intoxicated
and cannot recall what took
place, but deponent remembers
seeing some one throw said
watch into said area.
Known to deponent as } Sp. L. Dunn
18 days of November 1883
J. W. Patterson

Police Justice

Police Court— District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF
vs.
AFFIDAVIT—ROBBERY.

Dated

188

Magistrate.

Officer.

Witnesses:

0033

CITY AND COUNTY }
OF NEW YORK, } ss.

Louis Selig
aged 39 years, occupation Police officer of No.

10' Precinct Police Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of William L. Dumas

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

Sworn to before me, this 18 day of November 1888 } Louis Selig

A. M. Patterson
Police Justice.

0034

Sec. 198-200

3

District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

James Lawson 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.

James Lawson

Question. How old are you?

Answer.

30 years 9 years

Question. Where were you born?

Answer.

New York

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

Answer.

Bowery & 7th St. About 6 months

Question. What is your business or profession?

Answer.

Driver

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

Answer.

I am not guilty. That is all I have to say.

James Lawson

Taken before me this

day of *November* 188 *8*

William J. Sullivan

Police Justice.

0035

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 _____

_____ *James Larison* _____
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 *November 14* 188 *J. M. Patterson* 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.

0036

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

Wm L. Duran
1103 3rd
James L. Duran

2 _____

3 _____

4 _____

Offence Robbery

Dated November 18 188 3

Matterson Magistrate.

Selig Officer.

10 Precinct.

Witnesses Louis Selig

No. 10 1st Precinct Police Street.

Wallace D. Doolen

No. 1242-3rd Av. Street.

No. _____ Street.

\$ 1000. to answer

Comd

0037

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK
against

James Lawson

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

James Lawson

of the CRIME OF ROBBERY IN THE - *Second* - DEGREE, committed as follows:

The said *James Lawson*

late of the First Ward of the City of New York, in the County of New York aforesaid, on the
Eighteenth - day of *November* - in the year of our Lord one
thousand eight hundred and eighty *three*, at the Ward, City and County aforesaid, with force
and arms, in and upon one *William S. Dunn*
in the peace of the said People then and there being, feloniously did make an assault, and
one watch of the value of one
hundred and twenty dollars.

of the goods, chattels and personal property of the said _____
William S. Dunn
from the person of said *William S. Dunn* and against
the will and by violence to the person of the said *William S. Dunn*
then and there violently and feloniously did rob, 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 McKEON, District Attorney.

0038

BOX:

120

FOLDER:

1261

DESCRIPTION:

Lawton, Laura

DATE:

11/02/83



1261

0039

Butler 11
Nov 2

829

(II)

Day of Trial,

Counsel,

Filed 2 day of Nov 1883

Pleads *Guilty (7)*

THE PEOPLE

vs.

Laura

Lawton

Keeping a Bawdy House.
3322-385

JOHN McKEON,

District Attorney.

A True Bill.

W. H. Macdonald

Foreman.

Recd from D. A. Feb 19/07

47 Earl 286

Bailed by
Wm. H. P. P. P.
443 *Wm. H. P. P.*

0040

New York Oct 25, 1883

Hon. ~~John McKim~~ McKim

~~Sir~~ Dist. Atty for City and County
of New York

Dear Sir,

It having been suggested to us
by Mr Israel Minor, counsel for Mr Jas A.
Davenport, agent for the dwelling house No
47 East 28th St. now, and for some time past
notoriously known as an assignation house,
that we, the undersigned, owners and residents
in the vicinity, should address you a letter
on the subject of said assignation house, we
beg leave to state, that said house is a
nuisance, and detrimental to the peace of
the neighborhood; that carriages, contain-
ing men, often in an intoxicated condition,
drive up to the door of said house, night-
ly, as late as two A.M. to our disturbance
and annoyance; that those of us living
nearest, are frequently annoyed in the evening
by men calling at our doors, in mistake of the
number, and demanding to see the madam
and the girls, to the great scandal of our
households, and we further state, that,
Mr Davenport, having required proof additional
to the fact, that the house was notori-
ously known as an assignation house, that
four of our number viz, Messrs Deper,

0041

Tackaberry, Tension, and Bagley, visited the Police Headquarters, and requested Mr. Inspector Byrnes, to inform us what knowledge the police possessed of the house and that a few days subsequent to our call, Mr. Byrnes reported to us, it was well known to the police as a house of assassination.

And, we further state, that most of the residents of the vicinity are living in their own houses, and that they desire earnestly, that the neighborhood shall be kept clear from assassination houses, and all kindred violations of the law.

Respectfully Yours

✓ John DePew	36 East 28 th St.
✓ John A. Bagley	45 East 24 th St.
✓ W. D. Davidson	45 East 28 th St.
✓ John A. Tackaberry	44 East 28 th St.
✓ S. Hatfield	46 East 28 th St.
✓ J. Timony	46 East 28 th St.
Francis J. Hatfield	46 East 28 th St.
✓ H. P. Gray Jr.	39 East 28 th St.
✓ Rosenfeld	43 East 28 th St.
✓ Nathaniel B. Beaman	37 East 28 th St.
✓ John Knott	35 East 28 th St.
✓ Richard Fingelback	404 E. Ave.
✓ Mrs. M. E. Whinn	49 E. 28 th St.

0042

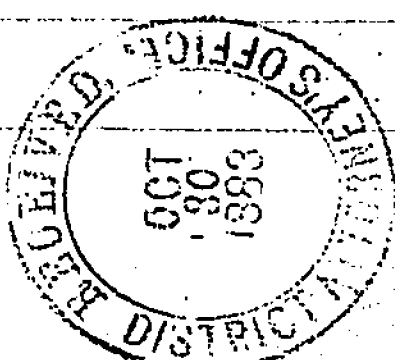
The Record 29

L. L. L. L.

Buddy

McMurray

See wither



0043

COUNTY OF NEW YORK, ss.

In the Name of the People of the State of New York, To any Sheriff, Constable,
Marshal or Policeman in this State, GREETING :

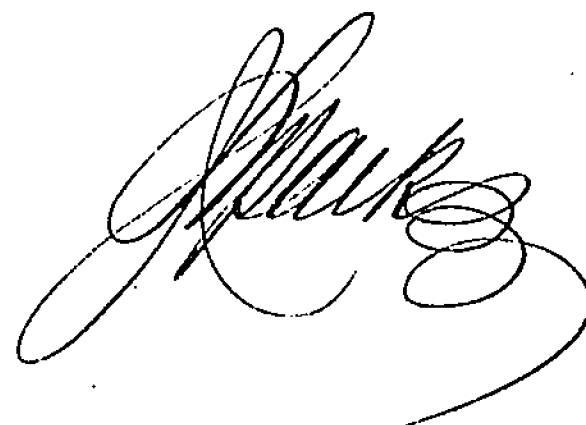
An indictment having been found on the 2nd day of November
1883, in the Court of General Sessions of the Peace, of the County of
New York, charging Saura Sawton
with the crime of keeping bawdy house

You are therefore Commanded forthwith to arrest the above named Saura Sawton

_____ and her bring him before that Court to answer the indictment; or
if the Court have adjourned for the term, that you deliver her into the custody of the Keeper of the
City Prison of the City of New York, or if he require it, that you take her before any Magistrate
in that County, or in the County in which you arrest him, that he may give bail to answer the
indictment.

City of New York, the 2nd day of Nov. 1883.

By order of the Court,


Clerk.

0044

N. Y. General Sessions of the Peace

THE PEOPLE
OF THE STATE OF NEW YORK,

against

Laura Lawlor
47 E. 9th St

Aliza Blackman
Bench Warrant for Misdemeanor.

Issued *November 2* 188*3*

☒ The defendant is to be admitted to be bail
in the sum of *\$300* dollars.

Nov. 5th 1883

*The within named
defendant was
arrested this day
and brought here
by Det. Von Derichter
Reilly*

0046

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Sama Lawton
whose real name is
to the Grand Jury
unknown

The Grand Jury of the City and County of New York, by this indictment, accuse *Sama Lawton* *whose real name is to the Grand Jury aforesaid unknown* of the CRIME OF KEEPING AND MAINTAINING A COMMON BAWDY HOUSE AND HOUSE OF ILL FAME, committed as follows:

The said *Sama Lawton*

late of the *21st* Ward of the City of New York, in the County of New York aforesaid, on the *first* day of *October* in the year of our Lord one thousand eight hundred and eighty-~~three~~ and on divers other days and times as well before as afterwards, to the day of the taking this inquisition, at the Ward, City and County aforesaid, a certain common house of ill fame, unlawfully and wickedly did keep and maintain; and in the said house divers evil-disposed persons, as well men as women, and common prostitutes, on the days and times aforesaid, as well in the night as in the day, there unlawfully and wickedly did receive and entertain; and in which said house the said evil-disposed persons and common prostitutes, by the consent and procurement of the said *Sama Lawton*

on the days and times aforesaid, there did commit whoredom and fornication; whereby divers unlawful assemblies, disturbances and lewd offences as well in the night as in the day, were there committed and perpetrated; to the great damage and common nuisance of all the good people of the said State there inhabiting and residing, in manifest destruction and subversion of, and against good morals and good manners, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

SECOND COUNT.—And, the Grand Jury aforesaid, by this indictment, further accuse the said *Sama Lawton*

of the CRIME OF MAINTAINING A PUBLIC NUISANCE, committed as follows:

The said *Sama Lawton*

late of the *21st* Ward of the City of New York, in the County of New York aforesaid, afterwards, to wit: on the *first* day of *October* in the year of our Lord one thousand eight hundred and eighty-~~three~~ and on divers other days and times between the said

0047

day and the day of the taking of this inquisition, at the Ward, City and County aforesaid, with force and arms, unlawfully did maintain a certain common, ill-governed house, and in he said house, for he own lucre and gain, certain persons whose names are to the Grand Jury aforesaid unknown, as well men as women, of evil name and fame and dishonest conversation, to frequent and come together then and on said other days and times, there unlawfully and willfully did cause and procure, and the said men and women in said house, at unlawful times, as well in the night as in the day, and on said other days and times there to be and remain, tippling, drinking, gaming, cursing, swearing, quarreling, making great noises and otherwise misbehaving themselves, unlawfully and willfully did permit and suffer, to the great annoyance, injury and danger of the comfort and repose of a great number of persons, good citizens of our said State there residing, and passing and repassing, to the common annoyance of the said citizens, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

THIRD COUNT.—And the Grand Jury aforesaid, by this indictment, further accuse the said Laura Lawton

of the CRIME OF KEEPING A DISORDERLY HOUSE, committed as follows:

The said Laura Lawton

late of the 21st Ward of the City of New York, in the County of New York aforesaid, afterwards, to wit: on the first day of October in the year of our Lord one thousand eight hundred and eightyfour and on divers other days and times between the said day and the day of the taking of this inquisition, at the Ward, City and County aforesaid, unlawfully did keep a certain ill-governed and disorderly house, the same being a place of public resort, and in her said house and place of public resort, for her own lucre and gain, certain persons, as well men as women, of evil name and fame, and of dishonest conversation, to frequent and come together, then and on the said other days and times, there unlawfully and wilfully did cause and procure, and the said men and women, in her said house, at unlawful times, as well in the night as in the day, then and on the said other days and times, there to be and remain, drinking, tippling, gambling, rioting, disturbing the peace, whoring and misbehaving themselves, unlawfully and wilfully, did permit, and yet continues to permit, by which the peace, comfort and decency of the neighborhood around and about the said house were, and yet are, habitually disturbed, against the form of the Statute in such case made and provided and against the peace of the People of the State of New York and their dignity.

JOHN McKEON,

District Attorney.

0048

BOX:

120

FOLDER:

1261

DESCRIPTION:

Levy, James

DATE:

11/05/83



1261

0049

24 H. 1002261 Count
1002261/84

Counsel,

Filed day of

Pleads

THE PEOPLE

vs.

Forgery in the Second Degree.
Endorsement, etc.
(Sections 511 and 521.)

JOHN JACKSON,

✓ 2 Nov 2/2k ✓ District Attorney.

~~Pleado/guerra~~ 407. 2.
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A True Bill

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April Foreman.

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 Jordan, Jan. 9/83

22

0050

TORN PAGE

STENOGRAPHER'S MINUTES.

District Police Court.

THE PEOPLE, &c., IN COMPLAINT OF

Jed McYouned

vs.

James Cleary

(Port 2)

BEFORE HON.

Dec 16 - 17 1890

POLICE JUSTICE,

Andrew Jackson

APPEARANCES:

For the People,

For the Defence,

188

INDEX.

WITNESSES.	Direct Ex.	Cross Ex.	Re-Direct.	Re-Cross.
Edgar P. Stone	94 - 136	185 - 188		
James Sands	137 - 145			
James L. Brown	146 - 157			
Joseph Morrison	152 - 155			
Rudolph Zistera	156 - 165			
Joseph Andica	166 - 169			
Ernest Ebbeling	170 - 173			
John Howard	174 - 182			
Wm. McYouned	183 - 184			

W. C. Settemore

Official Stenographer.

0051

First District
Police Court

Fred M. Gould } Charged with
James Cheaf } Grand Juror
December 16th 1890
Deputy Hon
Andrew J. White
Police Justice

Appearances

Mr. Hartman Asst Dist Atty and
Mr. Maynard For the people

Dennis A. Speers for the Dept

All persons being present

the examination proceeds

Edward J. Starr a witness called
by the defendant being duly sworn
deposes and says

By the Court

Where do you reside?

A Orange N.J.

What is your business?

A Bookkeeper.

94 End of Examination

0052

Q By Mr. Spence

Q Will you produce the Leary books
and the other books you have here?

A Yes Sir (witness producing book) this
is the book that we call the Leary
book, that is the book of original
entry.

Q What book do you put the original
entries into from that?

A The Sales book

Q Have you the sales book here?

A Yes Sir I have not got it here.

Q Now I show you a book and ask
you if that is one of the books kept
by William Byrnes & Sons & Com
pany in the course of their business
Yes Sir

Q What is that book called?

A We call it the Leary book

Q What entries are made in that book

A Such entries for purchases made
for Leary for his own stock and
such bills as are paid for him

Q That is to say such goods as are

0053

supplied from your own stock and
the goods you purchased for him
from others?

Ayes Sir

Q Now that contain charges for all the
goods supplied by your firm to Leary
or purchased by your firm for Leary
up to the present?

A I cannot say it is.

Q Who would pay it ~~for~~ your firm
A I don't think anybody could.

Q Where does the information
come from upon which those
entries were based.

A As we have supposed from Leary goods
the goods he got from us, and his
reporting them to the clerks and
the clerks reporting them to ^{me} skinner.

Q Are not the bills for the goods that
Leary purchases sent directly to
your firm?

Ayes Sir

By Mr. Hartman

96 Q Now mean by that the goods

0054

4

1

Purchased out of the store from your
store.

Ayes Si

By Mr. Spelling
Q Put the information to that portion
of the charges derived from the bills?

Ayes Si

Q And as to the goods manufactured
by yourselves, you mean that of course
from the regular course of your business?

Ayes Si

Q How did you learn what goods Mr.
Levy received out of the firm's
stock?

A As I said before I cannot testify to
any goods being received or bought
or given out, I only testify to what is
contained in the book, those are
matters of record and come to me
after the close of the transaction.

Q Do you know in the general course
of business in the business of your
firm, how Mr. Miller would as
certain what goods went to
Mr. Levy out of your stock?

0055

5

A I prefer Mr Skinner should tell his
own story about it.

Q Do you know the ordinary course they
would take?

A Yes I know the rule the rule was
that those goods should be reported
to Mr Skinner

Q Was there not another book of original
entry called the day book?

A No sir there is no such book as the
day book

Q Or blatter?

A There are blatters

Q Who made the entries in these books?

A Mainly Mr Skinner

Q Who else besides Mr Skinner?

A Mr Skinner is the head of the depart-
ment nobody specially but him
and some other clerk

Q As a matter of fact did anybody
else make any entries there?

A Mr Laforge and a few clerks. And
some entries were made by one

98 of the salesmen belonging to

0056

6

the other department

Q Have you recently made up Mr
Levy's account?

A I have taken it down with a pencil
balance, as I do a great many
others

Q Do you remember what the balance was?

A The latest balance I made was
about ^{\$}2700 hundred dollars.

Q Twenty seven hundred dollars?

A This is the balance, Twenty three
hundred and one dollars and
 $\frac{3}{4}$ cents (\$2301 $\frac{3}{4}$)

Q From the ledger it appears that the
balance to the debit of Mr Levy is
Eighteen hundred and sixty nine $\frac{1}{2}$
(\$1869 $\frac{1}{2}$) dollars as the ledger now
stands

A Yes but there are other charges which
should be made

Q What other charges are there that should
be made?

A That goes behind me I don't make
99 any other charges unless they are

0057

7

disposed of in the book

Q What are the other charges to be made against Mr Leary?

A I don't know I don't know how anything to do with it until those things are put in there and reported as this is done

Q Then you don't know?

A No Sir

Mr. Peckham

I move to strike out that part of his answer to my question which says there are other charges to be made.

Mr. Hartman

I consent to strike it out

Q Do you mean if there ^{are} any outstanding claims for this work of Leary that is not in the ledger?

A Yes

Q Name such as you know?

A I know them by referring to the 100 books; a bookkeeper doesn't

0058

8

1

depend on his memory, I can give
you the names of some.
Of what book are you now referring
to?

A I am now referring to the book called
the ^{Petit} ~~Grand~~ Ledger containing an ac-
count with James Leavy Smith's
as we call it

Of what it contains other accounts besides
James P Leavy account?
Yes Sir

Mr. Hartman, (to Mr. Spellissey)

In order to shorten the
matter in some way I will ask
you the question what would you
like us to admit in these books?
Mr. Spellissey (to Mr. Hartman)

I would like ^{to have} you admit that
there is more money due from
those contracts to Mr. Leavy than there
is as a balance in these books

Mr. Hartman That I won't admit

Mr. Spellissey (to the witness)

101 Q Can you tell me what outstanding

0059

9

accounts there are due on the Leovy
contracts?

A There is the book that is all I can tell
you about it, they are open marked
not paid.

Q Can you in looking at that book see
how many there are?

A No sir.

Q You cannot?

A No sir I can by looking over them
all that is I can say whether we
received any money on them.

Q Do you know how many of those
accounts there are outstanding
that are due and unpaid?

A I cannot tell you.

Q So as a matter of fact you don't know
whether your firm is indebted to
Leovy by them?

A I cannot tell you.

Q Do you know if all the accounts
that he had for contract are in
that book?

102 A No sir they are not? How many

0060

10

to know they are not
Q Do you know if that account due by
H Thorbett for Three hundred and
twenty dollars (\$320⁰⁰) is in there?
A I know there is such an account
Q Is that on the book?

A I know it was on the book and it
was settled by note, and the note is
in the process of collection

Q Is McLeary credited with it?

A He will be when the note is paid

Q He is not credited with it in the
Ledger account?

A No sir because we don't know
that it will be paid

Q Is there a credit given for any out-
standing account of the Fox
Theatre of (\$54) Fifty four dollars?

A I cannot tell you

Q Do you doubt that so?

A I don't know

Q From D J Keach (\$50⁰⁰) Sixty
five dollars.

103 A I know that there is such a charge

0061

11

Q Is that credited on the ledger?

A It is not credited because it is now paid.

Q The Houghton Rubber Company?

A I know it is paid.

Q Is it credited in this ledger?

A Yes Sir Four hundred and twenty one (\$421.00) dollars. it is credited there and I might say for your information if you will allow me that nothing is credited to Mr Leary until the amount charges here on the petit ledger is paid in cash.

Mr Norton

Q Charged against whom?

A Credited to Leary.

Q Against whom is that charge made when the note is paid?

A The goods were charged to Leary that note was given us in settlement of that account by the party in whom we had the account with and to whom we sold the goods to, now it was like this when Mr Leary had some of

0062

12

job. he was to report it to Mr A. B or C
and as such work is done that is
put down in the Levy sundries,
Mr Speersey, I offer the book in
evidence containing the account
of Levy sundries called the Petit
Ledger

Q By the Court admitted and marked
Ex A Dec 16 / 1890.

Re direct Examination

Q By Mr Speersey

Q James R. Levy ^{Sundries} tell us the process
of that account,

A This is an illustration B I think, Mr
Levy has done work for Mr Heath
of Boston he reports the amount of
work done Three hundred and nine
dollars (\$309⁰⁰) that is entered on
the Levy sundries book and the
account is open until the money
is received and when that money
is received it is marked paid here
and Mr Levy is credited with the
money.

185

0063

13

Q Where?

A In the cash book

Q Is there another credit given to Leovy?

A No.

Q Is it not credited to him in the ledger
which is a account in the ledger?

A The cash is credited to him in the
ledger corresponding to this.

Q There are two different accounts from
which Leovy gets money the cash
account and the ledger account

A Oh no the cash proceeds the ledger
the ledger is the book of final
entry of the money received through
the month and is then summed up
and credited to him in the ledger

Q Now is this Staughton Rubber Company
him paid?

A I trust to my memory that we have
received Staughton

Q Is that this four hundred and twenty
one (\$421⁰⁰) dollars?

A Yes Sir

106 Q Is there a sum of Forty Seven \$47⁰⁰

0064

14

dollars from Morgan & Cornell?

A. There was, that was paid this month
and credited to him?

A. No sir

Q. Is there a sum of fifty dollars from
Walter Bracken?

A. I cannot say from recollections

Q. Butcher Fifty dollars?

A. That has been received

Q. Do you know if it is an outstanding
account?

A. I know there is something claimed
against it I believe

Q. Is the Jacobs account credited to
him of thirteen hundred (\$1300)
dollars?

A. There is a Jacobs account but not
as much as that.

Q. How much?

A. About six hundred (\$600) dollars we
have it here, and this will be an illus-
tration of the whole business, it stands
there (showing) ~~between~~ six hundred
and ninety two dollars (\$692.00)

127

0065

15

dollars in round numbers and when
it is paid it will be credited to Leary
of six hundred and ninety two (\$692) dollars
in round numbers is the amount
that Leary is charged with in the
Jacobs transaction?

A Not at all, its a memorandum in
behalf of Leary when it is paid
he will have credit for it.

Q Is that six hundred and ninety two ²⁹/₁₀₀
(\$692 ²⁹/₁₀₀) dollars the amount of goods
actually supplied to Leary for that
job.

A We don't supply that amount of goods
that represents his profits besides
Q Do you know how much goods your
firm actually supplied out of that
six hundred and ninety two (\$692)
dollars?

A I cannot tell you
where can it be found?

A It is possible Mr. Skinner can pick
out of the Leary book what was
supplied.

0066

15

dollars in round numbers and when
it is paid it will be credited to Leary
of six hundred and ninety two (\$692) dollars
in round numbers is the amount
that Leary is charged with in the
Jacobs transaction?

A Not at all, its a memorandum in
behalf of Leary when it is paid
he will have credit for it.

Q Is that six hundred and ninety two $\frac{29}{100}$
(\$692 $\frac{29}{100}$) dollars the amount of goods
actually supplied to Leary for that
job.

A We don't supply that amount of goods
that represents his profits besides
Q Do you know how much goods your
firm actually supplied out of that
six hundred and ninety two (\$692)
dollars?

A I cannot tell you

Q Where can it be found?

A It is possible Mr Skinner can pick
out of the Leary book what was
supplied.

108

0067

16

Q That is in the Levy book?

A I presume so

Q Do you know of a second contract with
Jacks of God for hundreds dollars
at the Third Avenue Theatre?

A I do not

Q Don't you know that there was such
a contract?

A Yes sir

Q Do you know of any outstanding claim
against J. Diamond and the Brooklyn
Post office?

A I know of such from her say.

Q Do you know that it is about nine
hundred and eighty five dollars (\$985.00)

A I have heard of that contract, but it
would not come under my
supervision

Q And there is no credit given to Levy on
the Ledger?

A No sir

Q Do you know of an outstanding credit
of J. Diamond of (\$985.00) nine
hundred and eighty five dollars

0068

17

A Do not except from report

Q There is no credit given to him for that
in the ledger?

A No the work is not complete

Q And there is no credit given to him in
the ledger for that Montgomery and
Patterson claim of Two hundred & 700
dollars?

A I can say it was never reported true
as having been done.

Q The Mason Manufacturing Company
of (\$185⁰⁰) one hundred and eighty-
five dollars is there any credit given
to him for that?

A It is paid I think, I can tell you?

Q When was it paid

A Do you mean (\$185⁰⁰) one hundred and
eighty five dollars?

Q Yes

Q It was paid and credited to him
in the ledger.

Q Is that in the (\$431⁰⁰) dollars?

A Yes sir

no Q When it was paid last month?

0069

18

A If it was not paid last month it was
in the previous one, I can testify
that it was credited

Q Anywhere in the ledger where it is
credited?

A I can show it on the cash book
of Hovey in the memorandum cash book
here?

A Yes Sir (witness producing book) it
was paid November 3^d and credited
at that time

Q Is that in the Four hundred and twenty
and dollar credit? (\$421⁰⁰)

A Yes Sir that is in the (\$421⁰⁰) dollar
Credit

Q Trinity Corporation One hundred and
sixty seven (\$167⁰⁰) dollars?

A That was paid

Q When was it paid?

A I don't know I think I spoke a little
back about it, oh yes it is paid in
October.

Q Is that credited in the Ledger?

III A Yes Sir 3^d of October.

0070

19

Q W. J. Brown. (\$107) one hundred and seven dollars.

A That is paid.

Q And?

A I cannot tell you I know it was paid and I am positive it was credited.

Q Where on the date of it in the ledger?

A It was paid on the 16th of October.

Q One hundred and seven dollars was it?

A The amount credited to Leary was

\$86.67) Eighty six ⁶⁷/₁₀₀ dollars part of it belonged to another account.

Q Persons & Secret? (\$176) one hundred and seventy six dollars?

A That is not settled yet.

Q Tree and Jacobs?

A It is unpaid. There was no memorandum of that but it is not paid.

Q How much does the Houghton Rubber company ^{account} amount to?

A In a rough way it is nearly (\$50) Fifty dollars.

112 Q Where you credited Mr. Leary's account with (\$110) one hundred and ten

0071

20

dollars received from Newark some
time last spring, the Eugene house
for all and Halmer's money
credited Mr Leary with the payment
of \$110 one hundred and ten dollars
I am not aware that we ever received
any one hundred and ten dollars.
If you have not credited it that you
know?

A Yes sir

Q But you have charged him with the bill
which amounts to (\$82.46) Eighty two
dollars & 46 cents?

A Yes sir

Q There is one hundred and five \$105.00 dollars
paid by Mr Skinner to Leary's account
that is not credited?

A It has not been credited

Q Why?

A Because it is left for consideration

It has nothing to do with this suit
that I am aware of it is left in the
suspension account, we don't

113

exactly know what to do with it

0072

21

Q Why don't you know what to do with it
A I don't know I merely put it aside
Mr Leovy will get credit for it

Q Do you remember if there was \$50
Fifty dollars credited, or are you
show if there was Fifty dollars
received and passed to Leovy's credit
on December 26th or any other
year?

A Of 1889?

Q Yes sir

A What date?

Q December 26th or any other.

A I have no such credit on that day.

Q Neither the 26th or any other or any time
within a few days before or after those
dates?

A No sir

Q Where did it appear or credited to H R Jacobs

A No sir it was not, we have no
account with H R Jacobs

Q Do you mean if there is any outstanding
job of Isaacson's?

114 A I don't know you asked me about that before

0073

22

Q I asked you about a bill before, but
not about this outstanding bill. I
asked you about a bill of (\$985) nine
hundred and eighty five dollars.
A I only know from hearsay that there
is such a piece of work going on
Q May you know if suit has been brought
upon any of the checks received
by your firm an account of the
Levy account?

A I have been informed that proceedings
have been taken in a measure
against two banks?

A I don't know how many banks.

Q Did your firm receive any money
out of the suits?

A We did

Q How much?

A Something over \$200 Two hundred
dollars it is only from memory

Q Is there any entry of it in your
books?

A There is

Q In which book is it in?

0074

23

A The suspense account

Q And you don't remember the amount
do you?

A No Sir

Q Was it not (\$500) Two hundred and
fifty six dollars?

A Something like it

Q Isnt there another suit pending for
Eleven hundred (\$1100) dollars on
three checks?

A I dont know anything about that
Q Were the people with whom those
contracts those outstanding and
unpaid contracts existed here they
been notified not to pay Levy?

A I dont know where I have not done it
myself.

Q But you know it in the course of
your business?

A I have heard there is

Q Do you know it yes or no?

Mr. Hartman

Q Mr. Speerling has asked you if
you know it answer yes or no

0075

24

to that question, and not what you
have heard.

A Repeat your question
Mr. Spellersey

Q Don't you know in the usual course
of your business that those people
arriving for Leavy Contracts have been
notified not to pay Mr. Leavy?

A I do know it

Q But to pay Mrs. William B. Goussard
& Co.?

A Yes Sir

Q Do you know in rounded numbers the
amount due by the people who have
been so notified?

A I do not

Q Is it at houses and saloons?

A I don't know

Q Do you know if Mr. Leavy has any
stock of his own in that store?

A I do not

Q Do you know if he had any stock of
his own at any time in that store?

117 A I don't know. I know that he claimed

0076

25-

phone store

Q What was the amount?

A That I don't know

Q Honey in that account given Mr
Leovy credit for any stock after his
returning in that store after we have
deposited Jan & Co?

A I cannot tell you that because there
are credits in that book, and I don't
know what they refer to

Q Will you look at that (showing witness
book)?

A Mr. Mumma can tell better than I can
if there are credits for stock?

A There is for goods returned

Q There is credit for stuff returned was
stuff returned?

A I judge so

Q But there has not been any credit
given to Leovy for any merchandise
of his in the store?

A There was not. I think not. I don't
know that we are under any obligation
to turn his merchandise. It is his

0077

26.

Q Did you report from time to time of the state of Leary's affairs?

A I did

Q To Mulgound?

A I did

Q And when did you report last before this proceeding was commenced?

A I was reporting very frequently.

Q And to whom did you report?

A Mr William Bygones

Q In making those reports is it a fact that you had an eye only to Mr Bygones' interest and to his firm and not to Mr Leary?

A I think I had an eye to Mr Bygones' business principally first and to Mr Leary's also.

Q In what way did you towards Mr Leary?

A I was friendly to him I was not discriminating against Mr Leary

Q What do you mean by not discriminating against Leary?

A I wanted Leary to get every cent he was entitled to.

0078

27

Q Did you know the general course
of Mr. Mason's business that he had
a number of contracts outside
and attended to them and made
them contracts?

A That was his business.

Q You didn't know of all the contracts
he made?

A No Sir.

Q Consequently he didn't mention them
all?

A No Sir consequently we didn't know
them all.

Q Mr. Storr says he remembered calling on
Mr. Mason in regard to the payment
of (\$154⁰⁰) one hundred and fifty four
dollars that you found credited on
about of his?

A I had some recollection about it some
time ago.

Q And you remember that you asked
Mr. Mason who his bookkeeper or who
ever you saw there who he had paid
that (\$154⁰⁰) one hundred and fifty-

0079

28

four dollars to ?

A I think I did

Q And did he tell you who he paid it to ?

A He did

Q To whom ?

A Mr Booy

Q Do you remember saying that was all right ?

A Yes Sir

Q Do you remember receiving the bill at that time ?

A I might have received the bill because he showed it to me that it was paid.

Q Do you remember a fire occurring in your premises, the premises of William Byrnes & Son & Co about six months ago ?

A Yes Sir

Q And do you remember that there was some of Mr Booy's materials burned up there ?

A Yes Sir

121 Q Do you remember making out a claim of some forty, (40) or (50)

0080

29

fifty dollars for material of Mufey's
that was damaged by the fire?

A. I don't know of making out any
such claim

Q. Do you know if the material in there
was claimed by William Byrnes
son & Co?

A. No sir

Q. Did Mufey ever get any credit from
the money received from the insurance
A. He never did

Q. Where were you speaking to Mufey
about it?

A. I don't remember speaking to him
about it

Q. You don't remember speaking to him
about it?

A. It is possible he may have spoken
to me but I don't remember it
Q. Did he send out bills for the
work of himself?

A. He did

Q. And he loaned after the responsibility
of the parties he dealt with mostly

0081

30

A. No sir

Q. Didnt he get the slips from your place
to go to the agency and enquire about
those parties?

A. I think he did make contracts with
our permission

Q. Did he make contracts himself
without speaking to anybody in
the firm?

A. He did of course

Q. Do you remember Grinnell's contract?

A. I know there was such a contract

Q. Do you remember advising Mr. Leary
not to take that contract?

A. I have no recollection about it

Q. He did take it?

A. He did take it.

Q. And it was paid?

A. I am not certain I would have to
refer to the book we go through
a great many transactions and I
cannot tell the identical ones
without looking at the book.

123 Q. Do you remember a charge to Mr.

0082

31

Leary about circulars, the printing
of circulars about July last year?
A I cannot tell who paid for them from
my memory

Q Can you look in your ledger and see
if they were charged to Mr Leary
A In the ledger

Q Can you not see it in the Leary book
or this book (showing)

A I should have to look through the first
Cash book

Q Do you remember if he was charged ^{with} for
the price of printing those circulars
or not?

A I cannot tell if he was or not, there
was an argument that one should
pay one part and the other the other
half I cannot say, returned with
McGowan about it and the other
people in the store generally

Q The arrangement was between him
and McGowan?

A I think it was

124 Q That McGowan was to bear one part

0083

32

of the expenses of distributing them
the bees on one and Mr Leovy the
other part?

A There was no definite conclusion
reached; Mr Leovy said we ought
not only to pay for them but also for
the postage stamps and Mr Gould
thought differently

Q What did he want Mr Leovy to pay?

A The idea was

Q Was there ^{not a} ~~any~~ discussion about
dividing the expenses?

A There was and it was left in an
indefinite way.

Q There was a discussion between
Leovy and Gould about dividing
the expenses for the printing?

A There was.

Q And it was as to which portion of
the expenses each should bear?

A Yes sir.

Q And you were as charging Mr
Leovy with a part of that expense

135-A Yes Sir

Mr. Spellersey And offered in evidence
admitted by the Court and marked
Defendants Exhibit 2.

Q. Do you recollect the amount that
you charged him with?

A. I don't recollect the amount.

Q. And William B. Goulds sent Co. paid
part of the expenses?

A. Yes sir and it was charged to Leovy.

Mr. Spellersey

I offer the Leovy book
in evidence commencing from
January 1st 1888, the last entry
being dated September 30th 1890 and
the account running from page
1 to 87 inclusive and called the

Leovy book by witness

By the Court Admitted and marked
Defendants Exhibit C

Mr. Spellersey

I offer in evidence the
Ledger testified to by the last
witness during his examination
containing entries to Defendants

0085

33 1/2

account from January 1st 1886, and
pages 163 and 164 for 500 and the
last entry to the debit of defendant
is dated October 3rd 1890 and the
last entry to ^{the credit of} defendant is dated
November 13th 1890 and showing
a balance of (\$1869 Pl.) Eighteen
hundred and sixty nine $\frac{86}{100}$ as the
book stands

By the Court Admitted & marked
Defendants Exhibit A..

Now Examined by
Jest Atty Shortman

Q What is your position in
the firm of McQuade Sons & Co?

A General bookkeeper

Q And how long have you ^{been} employed
as such?

A About 12 years

Q Who were you with prior to that?

A In business formerly

of the same business?

A No sir

127 Q In your experience of 12 years

with Milford Sons & Co how you
ever had occasion to have the matter
of circulars before you in which
the expenses were to be divided the
same as this?

A Yes Sir

Of what is the true history about those
circulars

A Transactions of that kind were frequently
occurring Mr Leovy felt that he
was gaining to some expense in getting
the circulars for his line of business
and demanded us to pay part of the
expenses

Of then it was a matter of courtesy
if you would do it or not?

A Yes Sir

Of and you would also charge his account
with that portion of expenses that
was attached to it if you should
agree to pay it?

A Yes Sir

Of and that was also deducted from
any balance that was due him

0087

35

on his account

Ayes si

Q. did anyone ever have any instructions
from the principals of this firm in
this case to regard Mr. Peavy as a

partner

Mr. Spellensy

Objected to

By the Court Admitted

Mr. Spellensy Exception

A. No sir never

Q. Then the charge against Mr. Peavy
of his proportion of the expenses
in getting out this circular was not
changed to him as a partner?

Mr. Spellensy

Objected to

By the Court Same ruling

Mr. Spellensy Exception

A. No sir not at all.

Q. Mr. Starny has been asked a number
of questions based upon the list
which was read by the defendant
129 counsel, what do you understand

0088

36

These amounts to represent, or do you
know?

A. They represent these charges that we
made in the Joint Ledger as a
memorandum against the parties
with whom Mr. Leary has dealt.
Q. If this list represents the parties with
whom Mr. Leary dealt there is for
instance the name of Jacobs
and (\$1300) Thirteen hundred dollars
put opposite it what does that
mean?

A. It means that Mr. Leary has done
(\$1300) Thirteen hundred dollars
worth of work for which he was
to receive the pay for and hand
over to us and we credit him with
it.

Q. These are contracts?
A. Yes sir.

Q. Now whenever Mr. Leary took a
contract whether it being for \$1300
Thirteen hundred dollars, many
other sums, or with Jacobs or

0089

37

with any other party did you charge it directly to Tom Loovy or did you charge it to Jacobs or any other such person?

A It is charged to Jacobs on memorandum, it is not on our book or ledger.

Q From whom did you collect it?

A From Jacobs

Q And credit it to Loovy's account?

A Yes sir

Q And therefore you had two accounts representing that claim?

A Yes sir

Q Up to what date have you posted your ledger pertaining to the Loovy account?

A First of December 1890

Q Do I still understand you to say that there are still some ^{matters} ~~things~~ outstanding such as are mentioned in that list or similar to it?

A Yes sir there are

Q Some that are not paid?

131 A Yes sir

0090

38

Q And some that have been paid since the
prosecution began?
A Yes Sir

Q Have you made any sort of approximation
of the charges figures you found as to
what the actual balance debit is against
the defendant up to the 1st of December
1890?

A I can only give you as the figures stand
from my own knowledge of these
charges, the original charges are in
the hands of the parties who atten-
ded to it.

Q What is the amount of actual balance
against Mr Leary on December 1st
1890?

A As it showed 18 hundred and some odd
dollars.

By Mr Stanford

Q Mr Stan you know Mr Leary
handwriting do you?

A Pretty well yes Sir

Q You have seen him write?

132 Yes Sir

0091

39

Q Is that ^{is} handwriting in your opinion
(showing witness) the name M. Gould
Son & Co

A I would not swear it is, is handwriting
I will swear it is not M. Goulds

Son & Company handwriting
Q Does it resemble M. Gould Son & Co?

A Remotely

Q I show you another check and ask
you what handwriting the endorse-
ment on that check is in?

M. Sperry

Objected to

By the Court Admitted

M. Sperry Exception

A I recognize the large signature
of that signature M. Gould Son & Co
the signature of any member of that
firm (showing witness check)

Q Now is it not, it is disguised

By the Court

What is disguised Large signature

Q Is M. Gould Son & Co is disguised

Q Is the name James C. Gould disguised

0092

40

A 710 Si that is his writing
Mr Stanford
If I show you a check of Caroline Colville
dated May 31st 1890 to the order of
Milgouch Sons & Co for \$665.00 Sixty
five dollars, and I ask you if
that check represents any charge
which you owe any of our books?
A 710 Si

It does not?
A 710 Si

Mr Stanford I offer check in evidence
Mr Spillars objected to
By the Court Admitted & marked
perpet. Ex. 1. Dec 16/1890
Mr Spillars Exception

If I show you another check and ask
you whether you know the hand
writing on the back of that check.

A I recognize the writing James
Cherry

Is that the writing of the defendant?

1349 Yes I recognize the writing of the defendant

0093

41

P.

Howard Company, and that endorsement.

A. It is not the signature of Melamed Sons & Company or any member of the firm.

Q. Is it the handwriting of the defendant?
A. I cannot swear that the Melamed Sons & Co is his. The name James Cleary under it is his writing.
Q. But Melamed Sons & Co is not the firm's signature?

A. Yes sir.

Q. Is any matter whether this check purporting to be a check of Melamed Sons & Company dated September 26th 1890 in favor of Melamed Sons & Co for (\$500) Eighty five dollars represents any charge on the books of Melamed Sons & Co?

A. There was such charge.

Wm Stanford

Check offered in evidence

Wm Sperry objected to

By the Court Admitted and marked

Pease Ex 2. Dec 16/1890

0094

42

On Specials Exception
Revised Examination

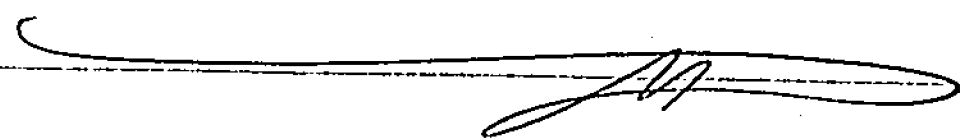
How much money is in that suspense
account now

A Nothing but that (\$165⁰⁰) and hundred
and sixty five dollars, whatever it
is

Q The entries that were made were entries
of so much goods supplied to
us, and were they charged to the
Levy account.

A The charges made to Levy are in
that book (showing book) of goods
received, and the money paid
to Levy to keep his business going
is charged no cash

The further hearing was then
adjourned to December 14th 1896 3:00 PM



0095

Frederick B. Gaud
agent } charged with
James Cherry } Forgery
December 14/1890
Before Hon
Andrew J. White
Police Justice

All parties being present
the examination proceeded
Mr. Montman Cross Clerk

The people admit that William
B. Gaud & Sons & Company has
sued the National Broadway Bank
in the Supreme Court of this State
for the City and County of New York
on the check mentioned, the complaint
and on a check for the sum of
\$431.98) Four hundred and thirty
one 98/100 dollars money received of
Jacobus in payment for one of the
Leroy jobs or contracts, and on another
check drawn by said Jacobus of
(532.66) Five hundred and thirty two
66/100 dollars part of the sum

0096

Jacob's checks are payable to the order
of the plaintiffs Melamed Sons & Co
those checks having been given in pay-
ment of the Leary contracts testified
to herein and made in the name of
William B. Gaudes Son & Co.

It is also admitted that there is
(\$3500) one thousand and thirty five
dollars more to the credit of Leary
and the Parsons and Scarlett contracts
and that there is another bill of \$40
forty dollars against Parsons & Scarlett
which is in dispute, and Parsons
and Scarlett say they will not pay
all of it.

Louis Gaudes called as a witness
and the part of the defendant
being duly sworn deposes & says
By Mr. Ellissey
Direct Examination

Where do you reside?

633 Lexington Avenue

138 What is your business?

0097

6

3

A manufacturer of Brass goods.

Q Are you a member of the firm of Santos
Brothers?

A Yes Sir

Q Do you know William B. Goulds Son
& Company?

A Yes Sir

Q And you have had dealings with them?

A Yes Sir

Q Do you know Mr. Leary the defendant?

A Yes Sir

Q Do you have had dealings with him?

A Yes Sir

Q Did Mr. Leary order goods of you
in the name of William B. Goulds
Son & Company?

A Yes Sir

Q Did he bring you a written order
from Goulds Son & Co for all of those
goods?

A No Sir not all of them.

Q Did he in the majority of them?

A No Sir

139 Q Did you get paid by William Goulds

0098

4

For & Co is by William Gove's Son
for all the goods that you supplied to
Mr Leavy without any orders?
Answer

Q Who audited the bills before they were
paid?

A I don't know in all the cases I do in
some

Q Who did?

A Mr Leavy

Q Who made them OK?

Answer I have seen him make them

Q And were they thereupon paid by Messrs
William Gove's Son and company?
Answer

Q You know the work that was done for
Alamania, Montgomery & Patterson?
Answer

Q Do you know the amount of the original
contract that you supplied?
Answer

Q How much was it?

A (\$9000) Seven hundred & ninety dollars

140 Q Anything more that what would be

0099

supplied would call for extra payment

Ayessin

Q and anything that McCand or Leavy
receives over that is their profit on
that work

Ayessin

Q are you doing any work now for Gould
son & Company without the interven-
tion of Mr Leavy?

A yes we have a job now

Q what is the work?

A It is frame brace railings that we
are making

Q And have you had a talk with Mr
Skinner about it?

A Mr Skinner ordered the goods

Q And he states that they could or could not
make them, themselves, or purchase that
order themselves?

A ^{not} further job that we are doing

Q Make in any other job since Mr
Leavy stopped?

A I think Mr Skinner has made such
a statement

A. Toym ?

Ayes Sir but not in relation to any goods
that we have made

Q But other goods ?

Ayes Sir the same line

Q Do you remember if it was railway work

Ayes Sir

Exposed

By Mr. Hartman

Q How long have you known Mr. Levy
Mansons ?

A I think about 5 years

Q And all of that time with whom has
he been engaged to your knowledge ?

A William Lyons & Son & Company

Q Always engaged with them ?

Ayes Sir

Q In what capacity did you regard his
engagement with them ?

Mr. Pellissery

Objected to as being in a
total irrelevant and calls for a
conclusion ?

~~It is a great deal more than all the
other matters to be taken before the~~

7

to the ruling of the Court
A Defendant herein as an employee of William
Goulds Son & Co.

Q. you never at any time ever heard of him
being or claiming that he was a partner
of that firm in anyway?
Mr. Spellman.

Objected on out the same
ground being irrelevant and immaterial
and calling for a conclusion
A. Yes Sir.

Q. If they never had any contract or agree-
ments with him for furnishing goods
for certain work?

Question withdrawn by Mr. Kortman
Q. You knew his relations with William
Goulds Son & Co.?
Answer Sir.

Q. Do you know in what way he did their
business?

A. I think that I do.

Q. Now basing it upon that, have you
understanding with him in the
same way?

8

A: About understood you?

Q: Do you know the relations between
William J. Guedes Sons & Co and Mr
Leary the defendant?

A: Yes I do

Q: What is it?

A: When the goods that were ordered from
us for Melgones Sons & Co by Mr
Leary they were to be paid for by
Melgones Sons & Co

Q: And were they paid by Melgones Sons
& Co?

A: Yes Sir

Q: And you now know the relations that
existed between them.

A: Yes Sir

Q: Did ever such a relation exist between
you and Mr Leary?

A: No Sir. Same objection.

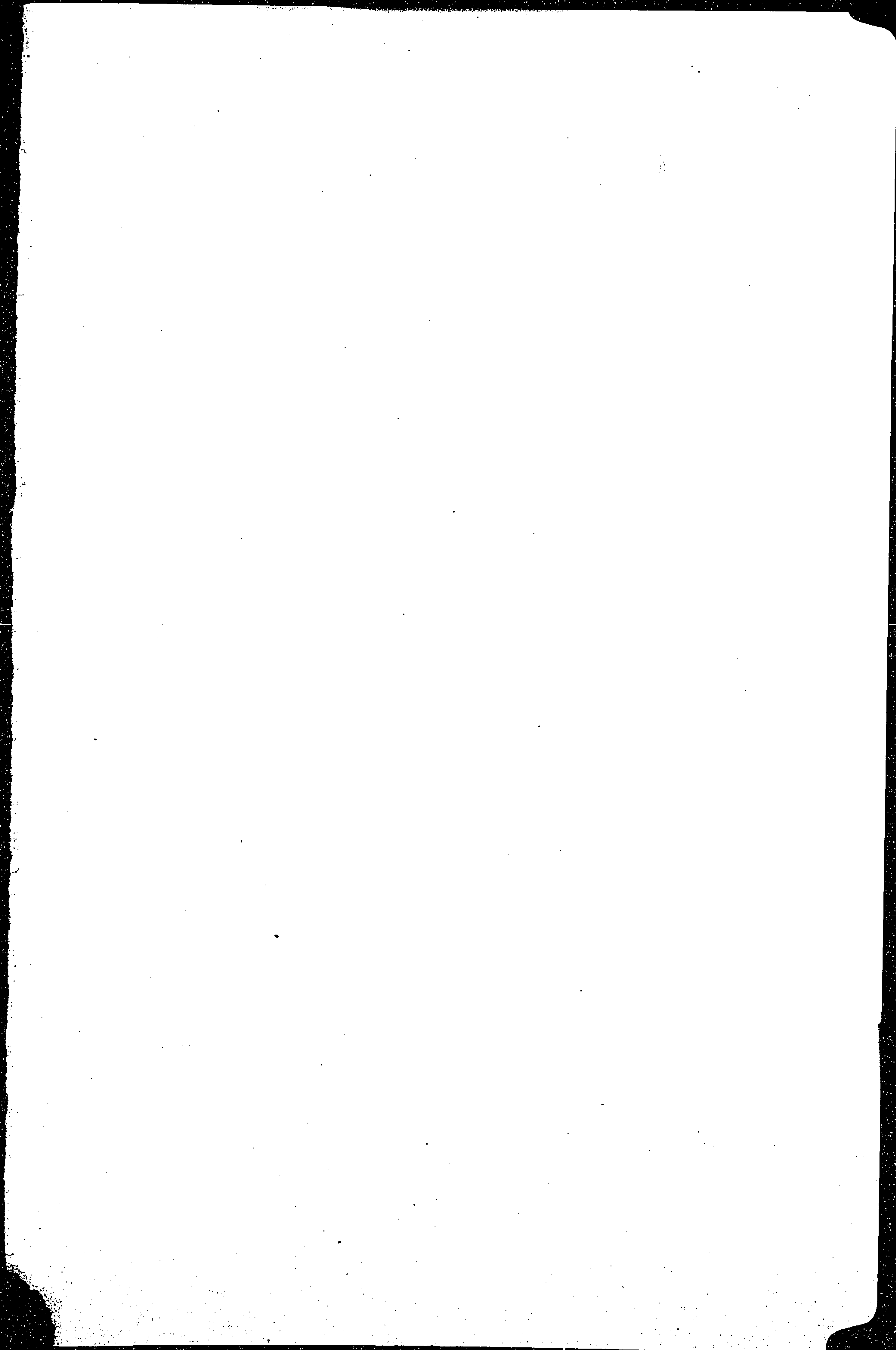
A: No Sir

Referred Examination

By Mr. Speer

Q: Do you know if in that relation they
were to charge Mr Leary on the

0103



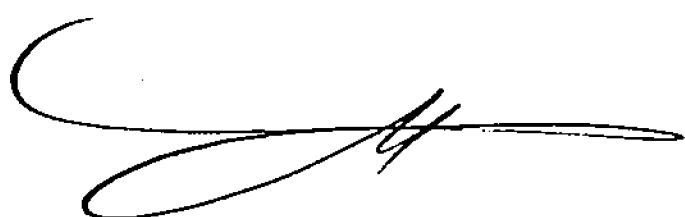
0104

9

Success of these goods? the prices?
Ayessu

How much?
A. Ten percent

And they were to charge him the prices
you sold them for, the movie's price
with ten percent added to the goods
Ayessu



James K Brown called as a witness
 The part of the defendant being
 duly sworn deposes and says

That Examination
 By Mr. Speltissey

Q Where do you reside?
 A 160 E 3rd Street

Q What is your business?
 A Bookkeeper

Q For whom?
 A Joseph Morrow

Q Do you know the firm of Goveas Son
 and Company?

A Know of them

Q Do you know Mr. Leary the defendant
 here?

A Yes Sir

Q Do you know Mr. Lott the bookkeeper
 for Mr. Goveas Son

A Yes

Q Do you remember his coming at Mr
 Morrow place of business in reference
 to a check of One hundred and fifty
 four (\$154.⁰⁰) dollars.

0106

11

A Idw

If this check was a check that was created
to your firm and bill of "Injured"
Fris & Company
Ayex si

If there is that but here?

Ayex si there is the bill for the receipts
and, receipts from Mr Starr and
Mr Leovy I made out both checks.

Mr Spelling I offer it in evidence

By the Court Admitted & marked Defen
dants Exa Dec 1890.

If you made out the check for the one
hundred and fifty-four (\$154) dollars
and the check of One hundred dollars
(100) mentioned here?

Ayex si

Mr Spelling

I now read it, (having Mr
Gouss Low reading) and being a
bill to Joseph Morrow, rendered
on the 15th of March 1889 and
reading in manuscript as follows

147 In brass nails at 150 Street & 170

0107

14

One hundred and seventy dollars, credit
by old account Frauke (\$16⁰⁰) Sixteen
dollars, Total (\$354⁰⁰) Two hundred
and fifty four dollars. Credit May
10th to cash one hundred and fifty-
four dollars; balance one hundred
dollars paid February 26th 1890.

Melbourne Son, Starr.

Mr. Hartman, This question is answered
subject to objection ^{and} to the ruling of
the Court as being immaterial ^{and}
& irrelevant.

Q. And Mr. Starr speaks to you about the
Credit of One hundred and fifty four
dollars on that?

A. Yes Sir.

Q. What did he say?

A. Sent the check for one hundred dollars
to Melbourne Son at 105 Duane Street
on the 24th of September 1889, and on
the morning of the 25th of September
Mr. Starr came to Mr. Morris's place
of business and asked him one of the
148 checks had been paid to Leary and

0108

13

I said it had, of course he had received
the check of one hundred dollars, it
was addressed to my good son, there
was no company to it then, the check
of one hundred dollars was sent there
I sent it myself. Ed Norton brought
of the receipt up as you see it on the
morning of the 25th of September 1889.
He asked me about the check of one
hundred and fifty four dollars and
told him it had been paid to Mr
Levy of course the receipt given
shows for itself.

What did he say about the payment of
the one hundred and fifty four dollars
to Levy if any thing?

A. He said say any thing he said he
waived rather that checks would be
sent to the store.

And then handed you this receipted bill
Apex sin

By Mr. Norton

That check that you paid the one hundred
149 and fifty four dollars was to the

order of Melgones Son?

As was

Grandfathered to Mr Leavy?

As was

By Mr. Melgones

Mr. Melgones was known to Mr Leavy
A. I have known him since the autumn of
1888

Mr. Melgones any idea what his relations
with the firm of Melgones Son & Co.
were?

A. For a long time I took Mr Leavy to be
Melgones Son

Grandfather was in the way in which the
business was carried on, he having
control of the contracts and orders?

Ayes Sir

By Mr. Hartman

Q. That is merely a surmise of yours?

A. From the interest Mr Leavy seemed
to take in the estimates, and contracts
I don't suppose any agent would
take the same interest in the work
as he did because you are in business

0110

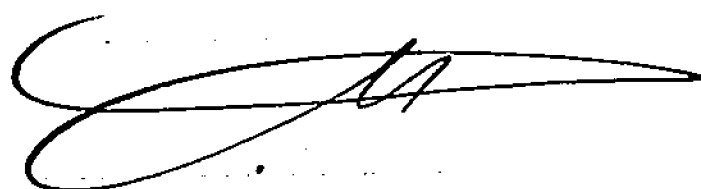
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that proprietor is more anxious to get
the work and make the profits and
he displayed a great deal of interest
in it, and I didn't suppose of him as
an agent he would take that interest
because he would get his salary, I
didn't even know his name until
sometime after it

Q But that was merely a summary of
yours?

A Yes I treated him as my personal son
Q Because he took the interest in the
contracts that he did?

A Yes sir



Joseph Morrow called as a witness
 to the fact of the people being duly
 sworn deposes & says

Strict Examination }

By Mr. Spencey }

Where do you reside ?

A 348 E 5th Street

What is your business ?

A manufacturer of all kinds of iron work
 for building purposes.

Of you are the gentleman whose em-
 ploy the last witness is as a bookkeeper
 and who has testified to certain oc-
 currences ?

Answer

Do you know the firm of McQuinn & Son
 and Company ?

A I am acquainted with them

Do you know Mr. Leary the defendant ?

Answer

Do you remember at any time calling
 at the store of McQuinn & Son & Co.
 to see about a job of work that was
 not finished.

0112

17

Ayes si

Q Who did you see there

A Then work was behind it I wanted it finished and I went to the store and made inquiries about it, I don't know who I saw, I saw somebody there and they said they didn't know my name in the book, and they didn't seem to know me, and they looked at the books, and then I said Mr Levy was doing the job, and they said Mr Levy was doing the work they didn't seem to know anything about it at all

Q Do you remember what was said?

A No I don't remember

Q When was it?

A A couple of years ago

Q And you continued to deal with Levy?

A Yes he comes around looking for work all the time and if there anything to be worked on it

103 Q Do you remember if Mr Levy ever

0113

18

to his bookkeeper Muston at the time
you were in the store?

Mr. Norman

Objected to as being material
& irrelevant,
and was subject to the ruling of the
Court.

A I don't remember anything about it
if anyone remembering he said that was
Mr. Rooy's work and he knew nothing
about it?

A Yes they didn't seem to have any account
in the books.

Q And they say anything about Mr. Rooy
alone being responsible, and they
furnishing the goods?

A They gave me to understand Mr. Rooy
was doing the work, they didn't seem
to have any account of it in the books.

Cross Examined by
Mr. Norman

Q Has that matter that you refer to ever
been settled?

W. J. Ayers I don't know about it.

0114

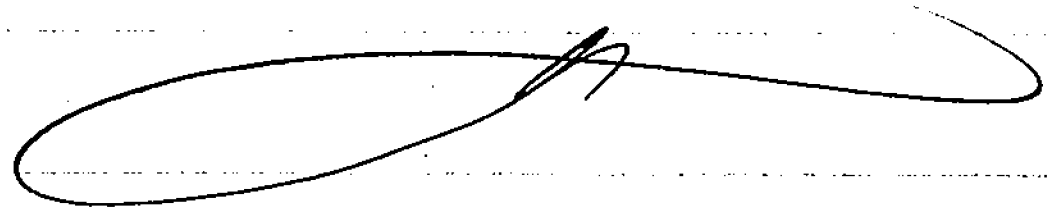
19

Q Who was that account opened with
A Leovy I didn't see anybody but Leovy
I didn't know Leovy's name for a couple
of years afterwards

Q To whose order did you draw the check
for the settlement of that matter?
A The bosskeeper knows something
about it, he knows more about it
than I do it was made to Melamed
Sons.

Q If you really know nothing about
the transaction except what you have
stated that you went to the house
and they knew nothing about it

A They didn't know it on the boat that is
all I know.



0115

20

Russell's Zistera called as a witness
by the defendant being duly sworn
deposes and says

Direct Examination

Q Where do you reside?

A 3rd St

Q What is your business?

A I work for Melvins Sons & Company in
the Iron House business

Q Are you working for them now?

A Yes sir

Q Were you there today in their store?

A I didn't go to their store today

Q Did you do any work for them today?

A No sir not at all

Q Did you work for them yesterday?

A Yes sir

Q Do you remember the day when the
detectives were in Melvins Sons and
Company store to arrest Mr. Leary?

A Yes sir

Q Did you have a conversation with Mr.
Cannon in regard to Leary?

A Yes sir

0116

21

Q State it?

A It was about 10 o'clock at night, and Mr Curran said to me we had a robber up stairs in the store, and I said I think I know who he was, and he says how do you know, I said I know it, I says I heard about it, he says we got him now, we will send him where they cut his hair short, then he says he will put on a dress now for King King.

Q Did Mr Curran say anything more about Mr Leary?

A Yes sir.

Q What did he say?

A He asked me if I knew anything that would do him or them any good, and I told him yes I knew a little about it but not much, I told him Joe the porter up stairs could tell him better.

Q Who is Joe?

A Joe Indian.

Q Is Joe Indian now present here?

A Yes sir.

0117

n

Q Did Mr Curran say anything about
doing them good?

A I told Mr Curran if he's going to do
McLeary's business, and he said he
didn't know

Q Did you say anything further to Mr
Curran or Mr Curran to you on that
occasion?

A I cannot tell

Q Now have you made a statement of what
Mr Curran said to you. You wrote out
on paper what Mr Curran said did
you not?

A Yes sir

Q Do you recollect anything that you wrote
there?

A No I cannot

Q Do you recollect his saying not to
mention anything he said to you?

Mr Hartman objected to as leading
Mr Sperry

Q I show you a statement in which they
read the lower part of it, is that

118 Your statement?

0118

23

Ayessu

Q Did you write it

Ayessu

Q Where did you write it

A At home

Q By Mr. Hoffman

Q Who did you write it for who asked you to write it

A Mr. Speer's

Q The lawyer here

Ayessu

Q Did he tell you what to say in it

A No sir not a bit

Q Is that your statement that you wrote

Look at it and see

A No sir I let Joe write that

Q If you just now swore it was your writing

A I could not understand you

Q By Mr. Speer's

Q This paper is your writing (showing)

Ayessu

Q You wrote that in Polish

Ayessu

0119

24

Q Where did you write it?
A At home

Q And you wrote the facts so as to remember them?

A Yes sir

Q And you may swear this is the paper that you wrote? (showing witness)

A Yes sir

Q When you look at the lower part of it and see if you can refresh your memory as to anything further that McCunahan stated?

A Yes sir

Q By Mr. Hartman

Q Did McCunahan tell you not to say anything about the conversation that you had with him?

A Yes sir

Q Are you now in the employ of Mr. Gougeon & Co.?

A Yes sir

Q Are you at work now for Mr. Gougeon & Co.?

160 A Yes sir

0120

25

Q What are you doing?

A I am sewing on a machine.

Q What are you sewing?

A I am making shoes.

Q And they pay you by the week?

A Yes Sir.

Q If you are still at work for them
and still in their employ and they

pay you by the week?

A Yes Sir.

Q If you were here as a witness yesterday?

A Yes Sir.

Q Did they discharge you?

A No Sir. I cannot tell.

Q Did they tell you you were not working
for them any longer?

A No Sir. They didn't say that.

Q And you get your pay once a
week?

A Yes Sir.

Q And what day?

A Saturday.

By Mr. Stanford

161 Q And you heard Joseph Anderson?

0121

26

Ayesssi

Q Who is he ?

A He's an owner for Mr Leovy
of Menas Leovy's man for sometime while
you were in Gaudes Stone ?

A He worked for Mr Leovy all the time

Q What did Mr Audick tell you about
this trouble, did he tell you they were
going to meet you ?

A Yes he told me that.

Q He told you they were going to meet
you and send you up for 20 years

A He didn't say for 20 years

Q He told you they were going to meet
you ?

Ayesssi

Q They threatened you ?

A No Sir

Q Didn't he tell you that he wanted you
to come and to work for Leovy ?

A No Sir he didn't say anything about
that

Q He didn't say that Mr Leovy was
going to send you up for 20 years

0122

27

Q Did you ever meet him downtown?

A Yes sir.

Q Didn't Joe tell you Mr. Casey wanted to see you uptown?

A Yes sir.

Q Did anybody offer to pay you for coming here to testify?

A Yes sir.

Q Did anybody promise to pay you

A Not yet.

Q Has anybody told you that he would pay you?

A Nobody told me anything.

Q Do you remember about 3 weeks ago

you asked Mr. Cunniff to let you off from

the store to go to see a doctor in the

middle of the day?

A Yes sir.

Q What was the trouble with you were you sick?

A No I was not sick.

Q What doctor did you go to see?

A I didn't go to see any doctor.

163 Q You were lying then when you told

0123

28

Told Mr Curran that were you?
Ayes si

Q And you didn't want to go to a doctor
and didn't go to a doctor?

A Yes si

Q Where did you go?

A I went to the Tribune Building

Q What did you go there for?

A McLevy said to me I shall go and
see Mr Spellersey

By Mr Kortman

Q It is immaterial to you if you do
tell the truth?

A Yes si

By Mr Spellersey

Q What does immaterial mean?

A I don't know

Mr Kortman

Q In other words it doesn't make any
difference whether you tell the
truth or not?

A I don't understand English very
well.

1104 By Mr Spellersey

0124

29

Q/Mr Hartman means to say whether
you tell the truth or lie it doesn't
make any difference.

A/Yes it does make a difference.

Q/why didn't you let Mr Cunaw know that
you were going to the office of Mr George
attorney that day? the day you said you
were going to the doctor?

A/I didn't want him to know it?

Q/why?

A/He might discharge me.

Q/By Mr. Sullivan?

Q/May you recall Mr Cunaw telling you
not to say what occurred in the office?

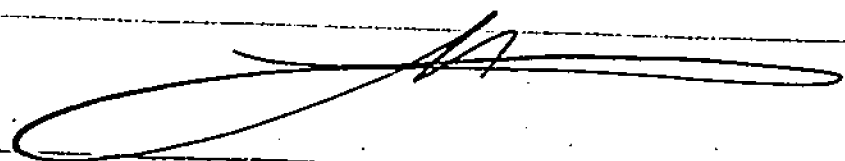
A/Yes sir.

Q/when Joseph told you you would be
sent up for 30 years?

A/Yes sir.

Q/May you recall Lewis joining at the
prison?

A/Yes I guess so I didn't know.



0125

30

Joseph Anderson called as a witness
and the part of the defendant being
duly sworn deposes and says

Direct Examination }
By Mr. Speerisey }

Q Where do you live ?

A 329 E 41 st street

Q What is your business ?

A Brass worker

Q Do you know the gentlemen in the firm
of William Depledson & Co ?

A Yes sir

Q Do you know Mr Deary ?

A Yes sir

Q Whose employ had you been in the
past year ?

A Mr James Deary for the last
year

Q Doing what for him ?

A Putting up brass rails and brass
plates & etc.

Q In those contracts did Messrs Deary &
Company supply the material for
the job ?

0126

31

Ayressi, they and others

of who paid you ?

A Mr Leary

of day, where taken with Mr Curran in
Trinity school at any time recently

Ayressi

of day, remember the time ?

A about the 5th of October

of what was the conversation about ?

A Mr Curran came to me, he says Joe
you know how this thing stands now
with Mr Leary, if you want to work
for us now, we are going to pay you
we are going to run this business now
and if you want your cash every Saturday
you stay with us - all Sunday

he sent up his boy for the tools, and
told the boy to tell me if I didn't
fetch the tools down he would have me
arrested and I came out. I will

call and see the farm about it

and when I come down Mr Curran
said to me Joe did you fetch the

169 tools down and I said no sir

0127

32

I have not got any of your tools, and he
said you are not going to play any
tricks on us and he went to search
for the bills and he could not find
any, and after a short conversation
he said you are a fool, you are with
a thief and you are liable just as
much as he is, and I said Mr Leary
is going to stay in the brass business
and I would sooner stay with him
and he says just let him try it and
we will show him, and when I
was at the door he says you are a fool
I don't want to do any thing against
you but if I don't fetch the tools down
he will have me pulled in, or arrested
that is all.

Who has paid you all the time you
were doing this work?

A Mr Leary

Every Saturday?

A Every Saturday week

By Mr Johnston

Prof Examd.

0128

83

Q If you never received anything from Mr
Guedes Sons & Co?

A Only when I got an order from Mr Leavy
Q And when you got an order from
him?

A Yes sir

Q If you went and got the money that
way?

A Yes sir

Q Those tools that you refer to, what tools
were they?

A Tools that I used for putting up railings
Q And do they belong to

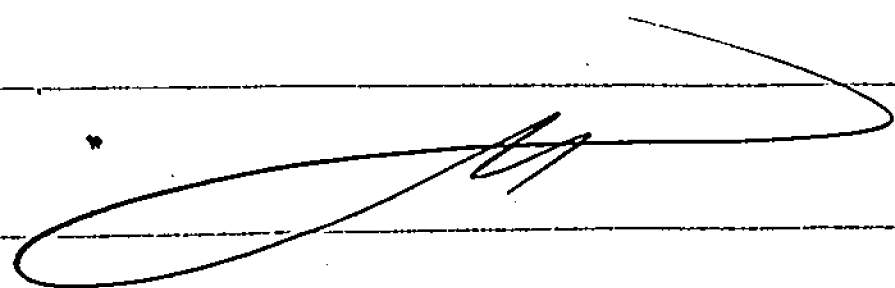
A Mr Leavy

Q Don't they belong to Mr Guedes Sons
& Company?

A No sir

Q Sure about that?

A I am sure



169

0129

34

Ernest Ebling called as a witness
on the part of the defendant being duly
sworn deposes & says

Archie Examination }

By Mr. Speerisey }

Where do you reside ?
A 446 East 53rd Street

What is your business ?
A Restaurant business

Where ?

A 50 Bowery

Do you know the defendant James C

Levy ?

A Yes

How long have you known him ?

A About 3 years

Have you received from him any checks
to the order of Melguedo Son & Company
with the name of Melguedo Son & Co
endorsed on them ?

Answer Sir

That you have cashed them checks ?

Answer Sir

120 Q What bank ?

0130

35

A Bowers Bank

It is admitted that three (3) of those
checks amounting to the sum of
(\$256⁰⁰/₁₀₀) Two hundred & fifty six⁰⁰/₁₀₀
dollars were sued upon by William
Bygoneda Son & Company, the defen-
dants in the case being the Bowers Bank
in which the witness deposited them
and that this amount has been paid
by the Bowers Bank.

Q You gave your check to the Bowers
Bank for this money?

A Yes sir

Q Did you have any conversation with
Bygoneda about the matter? Did you
go to Bygoneda Store about the matter?
A The bank sent for me, and after a
while I went to the store to see them
Q Who did you see there?

A I asked for one of the firm and I
was directed to Mr. Store the Cashier
Q What was said between you and
Mr. Store when you saw him in
reference to the Levy transactions

0131

36

I asked Mr Starr what is the trouble with
 the checks I cashed for Leovy, excuse
 me I am wrong, I only knew of one
 check then of (\$4500) seventy five dollars
 I took that check down and I asked
 him what the trouble was with the
 check and they said the endorse-
 ment on the check was not right
 And Mr Starr said yes there is something
 wrong about those checks and Mr
 Gould and Curran had hunted up
 some checks, and so said what is
 the reason, I cashed many checks
 for Mr Leovy before and he said
 yes we know that there was checks
 cashed, but I think Mr Leovy was
 being a little to fast and hurried
 his account, and so said I guess
 I will not cash any more checks
 for Mr Leovy, and he said you better
 not, but he said I think Mr Ebling
 is all right just let it go, it will
 be all right, then I left the store
 17. Did Mr Starr say anything but

0132

37

long he had known this thing to be going
on?

A Yes Sir

Q Did he say he knew it all the time or
anything of that kind?

A He gave me the answer when he said
checked many checks for Mr. Leovy
he answered yes I know.

Adm. Examined by
Mr. Hartman

Q How long ago was that interview
with Mr. Starr Mr. Cheney how long
ago was it?

A I think that is about 2 or 3 months

0133

3 7/2

John Howard calls as a witness
for the defendant being duly sworn
deposes and says

That he is a witness

By Mr. Applessey

Q where do you reside ?
A 449 East 116th

Q you are the proprietor of the Kenwood
house I believe ?

A yes sir

Q I understand Mr. John C. Leary has been
a guest for how long ?

A 5 months or so

Q do you know of the firm of Maynard
and Co ?

A yes sir

Q certain checks given to you by Mr.
Leary with the name Maynard
and Co, or Maynard and Son have been
deposited by you in the Bowery
Bank ?

A yes sir

Q How many have been brought in those checks
174 A Five have been brought in out of those

0134

38

checks amounting to, I think there is
the,

of suit has been brought on some of
those checks?

Ayes sir

of that is the suits on which the admission
was made?

Ayes I heard Mr. Harford make it

of did you see the president of the Bowery
Bank in reference to them?

Ayes sir

of another heard you for those checks?

A I have given the ^{National} Broadway
Bank my check for ^{Twenty} ~~Twenty~~ five (\$125⁰⁰) dollars

of how long since?

A Since the 29th of October?

of pay the checks and settle the
suit?

Ayes sir

of did you ask them to fight the suit
and employ your counsel to fight
it?

175-6 I did

0135

39

Q And what did they say?

A They referred me to their counsel

Q And what did he say?

A As well as I can recollect he said
as long as the bank was out of
it, it was not any of his business, the
bank were his clients, and he wanted
to see the bank all right, outside of
that as long as they were secure
he wanted nothing to do with it.
Q Did you ask them to let your firm fight
that case through your attorney?
and the part of the bank?

A I did

Q Did you have a conversation with the
subject of these checks with Mr. Gould
and Mr. Curran and Mr. Starr?

A When I was sent for by the Cashier
John D. Smith from the Broadway
bank telling me they were threatened
with suit and one check of \$200
two hundred and twenty dollars
the first check I went was not paid
by the firm of Smith & I went down

0136

40

to the store with the intention of seeing
 Melgoued, and I asked for him but
 he was not in, and I was told to see
 Mr Starr the bookkeeper and if you
 have any business with the firm you
 better see him and I sent for Mr
 Starr and he came to the office and
 we talked about it, and I told him
 what I came for, and in the course
 of the conversation with Mr Starr
 he said that those checks were forged
 and I said it is very strange that
 they should bring suit on these checks
 when they knew a bit, I found that this
 thing had been done frequently and
 right along for some time past and
 Mr Starr said to me of my own
 knowledge I know that he has been
 doing it, then I told him in the other
 conversation that I would like to
 fight the case, and that if they did
 justice to society they would have
 Mr Lacey arrested if he was a forger
 and I would fight the case in court

177

0137

41

Q And the reason why you didn't fight it was because the Broadway bank would not do it?

A Yes sir

Q Now Mr Howard there was some testimony on the examination of the people's witnesses I think it was William Byrnes testimony to the effect that a note was offered for security for anything that Leovy might owe, do you remember the note, the amount of the note, or did you say you would sign a note?

A I don't remember whether any particular amount was specified, but that Saturday night of December night I don't know but what it was the same night that Leovy said he would go out to see Mr Byrnes and offer Mr Byrnes Eight hundred dollars each which he did, this occurred in Mr Spence's office that night. I don't know but what I suggested it to him, but I do know that I approved

0138

42

of it mainly, he always spoke very
friendly of myself, while he was
afraid of Mr Curran who's conver-
sations with me, he said he would
make that offer, pending a settlement
of his account, and he was also
under the impression that Gould's
firm was indebted to him, pending
an examination of the books he would
offer that Eight hundred cash and
that he would give notes for the balance
whatever it would be, after the books
were audited and examined, and
pay whatever was found out to be due
of him at the same time. Claim
the firm was indebted to him?
Ayes Sir

Q A note for what amount?

A I cannot say now what it was, I
cannot swear to the amount.

Examined by }
Mr. Hartman }

Q Was any amount mentioned in the
179 note?

0139

43

A I think there was some amount mentioned
but what it was I cannot say
Q Can you approximate it, was it as
much as a thousand and a half or so

A I cannot say. This offer conveyed
the idea to my mind that he would
give him this money, after him this
money, the amount would be a
matter of future development and
of time meantime they found out
that he would anything more than
he would give them the note.

Q Mr. Howard you have detailed some
conversations you had with Mr. Leary
with regard to these transactions have
you detailed all the conversations
you had with him in regard to these
checks?

A Yes

Q Did you wish him at any time regarding
the endorsement of any of those
checks, the endorsement of the name
of McQuinn & Co, or

180 A Yes.

0140

44

When first those checks were presented to you by Mr. Dooy for cashing them you cashed the checks for him?

A Yes I gave him a portion ~~in cash~~ and the balance in a check and sometimes checks I asked him about it I asked him how is this ^{and} he said that is my own contract, about you put your name on it and he said that is all right they know all about it

If any one took it for granted it was all right?

A Yes if I didn't I would not have been fool enough to endorse the checks

By Mr. Sullivan

If you were about paying there was an other conversation between you and you stopped suddenly, now what was it?

A That was before I heard about the checks he said something to me that I cannot now distinctly recall

181

it I was interrupted and I cannot

0141

45-

recall it related me that they owed
him about (\$3000) three thousand and dollars
and said how can they owe, and
before I had time to question him any
more I was called away.



183/

William D Gould Recalled by
Mr. Gullissey

Q Do you recollect the parties whom
you have notified recently to pay your
debts and not to pay Mr. Leary
for those contracts or any member
of your firm?

A I don't fully understand you
Q Have you recently notified any parties
with whom those Leary contracts
were performed not to pay Leary
but to pay your firm?

A I think I have written that they should
then check for the money to Mr. Gould
for & Company.

Q Do you recollect whom you notified?

A I know of no outstanding accounts
since this trouble began

Q Do you recollect whom you did
notify?

A I do not

Q Did you notify Mr. Forbett?

A I don't know that firm I don't think

0143

47

Mr Spillersey

I offer in evidence the transcript
of Judgement obtained in the City
Court of New York on November 19th
1888 by William B. Gould against
John D. Pfyfe & James Campbell
for \$601 $\frac{3}{4}$ ¢. Six hundred and one dollar
and 34 cents which transcript is dated
the 10th inst.

By the Court Admitted & entered Sept
24 B Recd by 11890

Present Ebling Received by Mr
Hortman

If you came down to see ^{my} Goulds Son
& Co about some check about
which there was trouble?

Also about a check

If the bank had told you
that a claim had been made in
regard to that check?

Answer

1894

0144

48

Edgar P. Starr Recalled in Rebuttal
by Mr. Stanford:

Q. Allyn recollect having an interview
with Mr. Ebling?

A. I remember ^{his} calling at the office
of and was that after you had made a
claim on the Bowery Court for the
amount of a certain check which
you claimed had bore a forged en-
dorsement?

A. It was

Q. Did you in the course of that interview
say to Mr. Ebling that you had
known previous to this time that
Mr. Leary had been in the habit of
forging your firm's name to checks?

A. I don't say anything of that kind.

By Mr. Kortman:

Q. Then what Mr. Ebling says is not
true?

A. I think he has enlarged the conversation.

By Mr. Gurnsey:

Q. You are positive Mr. Starr that you
did not tell Mr. Ebling that

49

new this thing had been going on
for a long time?

Q Yes I am positive I told him no
such thing.

Q When was it?

A It was after Mr Ebling found that
this check was a forgery and he would
not pay it and turned it himself.

Q Did you talk with any body else
about this thing having gone on
for a long time this thing of Mr
Levy signing his name to those
checks?

A It was a matter of conversation in
the store that he had done that thing
before.

By Mr Stanford.

Q Were those conversations had in
regard to Mr Levoys having done
this sort of thing before.

A Yes when it was discovered by probing
matters and looking into them we
came to the conclusion he had done
it before.

0146

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Q When it was discovered he endorsed a
number of checks?

A Yes sir

Q And that's what you talked with the
jury about?

A Yes sir

Q By Mr. Spillersey

Q Those checks were all for his own
contracts?

A They were contracts

Q Leaky contracts?

A Yes sir

Case for the Defendant

Mr. Spillersey

Depts. Counsel

I move to dismiss the complaint
on the ground that no evidence to
support the complaint has been
adduced, and on the ground that
no evidence to support the intent
of fraud on the part of the defend-
ant has been shown, And on the
ground that as a matter of law

187

0147

57

endorse the checks with the name
Melamed Son & Melamed Son & Co
And on the ground that such endorse-
ment was made with the knowledge
and acquiescence of these two firms
and that they suffered no injury by
the endorsements, And on the further
ground that the checks no matter
to whom they were drawn were really
Mr Deoys property and given to
him for his own contracts; And also
on the ground of the failure of evidence
on the part of the people to support
the charge

Mr. Hartman, Asst Dist Atty

We deny every motion that they
set forth, and we deny the motion
specifically that those checks were
endorsed by the defendants with
any authority of the defendants firm

Case Closed

188

0148

City and County of New-York, SS.: *of No. 33 W. 26th Street, place of business 79 Cedar St.*
Daniel C. Hyde, being duly sworn, deposes and says:

That James C. Levy was employed by him in June, 1883; that he embezzled moneys from deponent several times before his commitment by Police Justice White for forgery, on complaint of deponent, October 30', 1883; that the said Levy was indicted by the Grand Jury on November 5', 1883, was arraigned on said indictment on November 9', 1883, and pleaded guilty before City Judge Cowing in the Court of General Sessions; that he was remanded until the 15' of November, 1883, when judgment, at the solicitation of deponent, was suspended and the defendant was discharged from custody;

That while under confinement in the Tombs the said Levy wrote to deponent several letters, confessing his guilt, begging to see deponent and pleading for clemency and promising reform; that deponent finally had his sympathies so aroused that he several times sent money, cigars and tobacco to him and endeavored to induce the District Attorney to recommend Judge Cowing to suspend sentence; that deponent also asked the same favor of the Judge, and on deponent's consenting to give him one more trial in his employ, when he was brought up for sentence the Judge, after cautioning and stating that when brought again before him sentence of several years in State Prison would be given him, suspended sentence; that it was a cold day when the said Levy was discharged and he ran all the way to deponent's office; that all his clothes had been pawned and the deponent not only furnished him money to redeem them but advanced him money besides; that at that time the said Levy's gratitude was beyond bounds and he then stated that deponent was the only friend he had in the world;

That on the 17' of November, 1883, the said Levy recommenced work with deponent and continued in deponent's employ until January 17', 1884, when finding from his commissions that he had paid up his back debt, he demanded the letters he had written to deponent from the Tombs, confessing his guilt; that on deponent's declining to surrender them the said Levy used the most vulgar and profane language, telling deponent that he, deponent, must have been a God damned fool to believe in him, the said Levy's, gratitude to a man who had incarcerated him in the Tombs; that his gratitude was all assumed, as it was the only way he could get out of prison, by working upon deponent's sympathies; and the said Levy said to deponent "AS I have paid your advances I am going to do you all the injury I can, and Now, God damn you, you may crack your whip, as you wont have the chance to arrest me again." That deponent ordered the said Levy out of his office but he refused to go; that deponent then sent a boy for a policeman, when the said Levy left the office, using the same horrible language and making threats as before. That when said Levy was first released from the Tombs he expressed himself so grateful for what deponent had done for him that he even offered to work out one half of the expenses that deponent had incurred on his account, but when deponent ordered him from his office, the said Levy said "You must have taken me for a damned fool to agree to pay for my own incarceration", and that he should say and do every thing to injure deponent and his character; that since then, where his interest was at stake, the said Levy has represented himself as being still in deponent's employ, or that he was deponent's general agent, and has denied that he was ever arrested

0149

and has vilified deponent without stint.

Deponent further says that he has been a resident of the City of New-York for forty six years, and an active business man on his own account since 1842, and defies any charge of ever having done a dishonest or dishonorable act, and can refer to the highest man in the City as to his character.

Sworn to before me, this :

14th day of April, 1884. :

Rudolph L. Scharf
Commissioner of the
N. Y. Co.

D. C. Hyde

0150

Court of
General Sessions.

The People

vs.

James C. Levy.

Affidavit of

Daniel C. Hyde.

Filed April 14, 1884

0151

James C. Terry

0152

SHIPMAN, LAROCQUE & CHOATE.

WILLIAM D. SHIPMAN,
JOSEPH LAROCQUE,
WILLIAM D. CHOATE,
SOLOMON HANFORD,
CHARLES C. MARSHALL.

35, William Street,
New York, ⁴²March 17, 1891

Dear Mr. Marks,

If agreeable
to you I will call at your
office this P.M., at 4 o'clock
perhaps a little before that
hour. I shall be glad to
discuss the matter referred
to in yr letter.

Yours very truly,
S. Hanford.

0153

Dept. *45* No. *Nov 15* 188*8*

Name *Miss M Gould Jones*

Address *105 Duane st*

DIRECTIONS:

Please deliver
1 beaver fifteen (15)
24 in zinc plates

Deliver *beaver*

*100
beaver*

W. H. K. J.

Lord & Taylor,
Grand, Chrystie and Forsyth Sts.

for 6 deer

0154

Dept. 1 No. 10016 1888

Name M. Gould & Sons

Address 105 Duane St.

DIRECTIONS:

Please deliver to me
with bill one (1) fine
Plate 24x6 (Small
diamond) and oblige

2/14/88
Deliver

Taken from

11/15/88

Lord & Taylor,
Grand, Chrystie and Forsyth Sts.

for C. Taylor

0155

Dept. # 1 No. Nov 24 1888

Name M. Gould's Son

Address 1105 Duane St

DIRECTIONS:

* Please deliver
beaver thirty nine
(39) 18 in brass noup
* send to Grand St
Twenty (20) 24 in brass
noup

11/24/88

Deliver beaver

Also send fifty-84
(50) 18x6 in
diamond zinc plate
L. Secor
Lord & Taylor,
Grand, Chrystie and Forsyth Sts.
Mr. C. Secor

0156

No 12 Line Plate + Morning	50.10
✓ 15 " " "	3.40
✓ 16 " " "	1.23
21 Bros " "	28.00
✓ 24 Morning + Line Plate	18.25
	<hr/>
	99.98

0157

ESTABLISHED 1832.

Factory:
61 & 63 Hamilton Street,
Newark, N. J.

New York, 189

M

W. B. GOULD,
F. M. GOULD,
H. L. CURREN.

Bought of M. GOULD'S SON & Co.

Manufacturers of

Stair Rods, Step Plates, Curtain Poles, Brass Goods,
TRUNK HARDWARE, Etc.

105 DUANE STREET.

TERMS

1888

Page

Sales Book 296

Nov 12th

" "

Copies of Bills to Lord and Taylor

44 1/2 lb Zinc Plates @ 10	44.10
60 ft Brass Nosing @ 10	6.00

50 10

" 15

34 lb Zinc Plates @ 10

340

" 16

2 1/4 lb Zinc Plates @ 10

23

" 21

112 lb Brass Plates @ 25

28 00

" 24

98 1/2 ft Brass Nosing @ 10	9.85
84 lb Zinc Plates @ 10	8.40

18 25

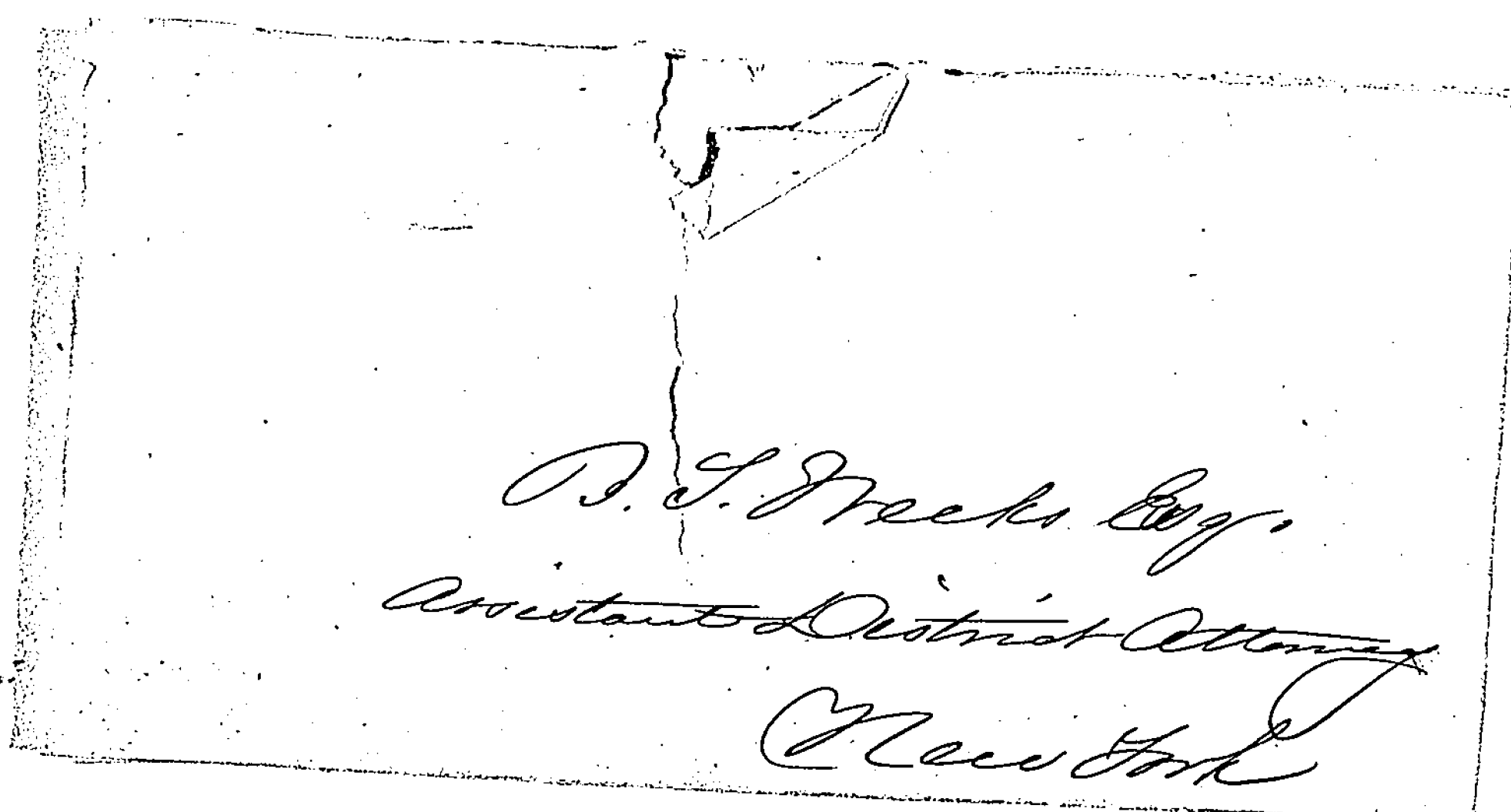
99 98

2%

2

97 98

0158



0159

M. Gould's Son,

MANUFACTURER OF

—* TRUNK HARDWARE *—

Shaver Rods, Curtain Poles, Brass Goods &c.

New York March 24th 1891

P. J. Weeks Esq.

Assistant District Attorney.

Dear Sir:

In answer to your question as to J. C. Leary's connection with any transaction had with Messrs Lord & Taylor - I can say positively - None whatever.

The account was kept with them as with all others in our Ledger, goods being charged in the regular way to them and we received payments directly from them, crediting accordingly.

Respectfully Yours E. J. Starr
Bookkeeper.

0160

LORD & TAYLOR.

No. 162695

New York Dec 10th 1888

PACIFIC BANK

Pay to the order of W. Goulds Son.

Ninety seven 98/100 1888 Dollars

\$97⁹⁸

0161

W. Gouldson
H. R. Chandler



0162

All bills due and not settled, please send duplicates to this office.
All accounts are kept and payments made from General Office, Broadway and 20th Street.

162695

No.

Please receipt on this BLANK and return to Broadway and 20th Street.

Dec 11th

1887

Received from LORD & TAYLOR,

Ninety seven hundred 98

Dollars.

in settlement of bills as per Statement on back.

M Gouldson

Per

James Henry

(Name of receiver in full)

OFFICE, BROADWAY & 20TH ST
New York, 188

OFFICE, BROADWAY & 20TH ST. *576*
New York, 188
LORD & TAYLOR,
To *Mr. Francis Bond*
105 Duane
Please Receipt on back and return.

	796
Nov 12	13/5010
15	" 3401
16	" 201
27	" 28
24	" 18.25/7
<hr/>	
sol.	9998
	24
<hr/>	
	97

0164

I called in Lord & Taylor Friday 20th March.
I had a talk with J W Burroughs the
gentleman who passed this check & passes all
checks ~~as per~~ margin on check. before they are
sent out to P.O. He says all checks are sent
to the general P.O at 6 PM Eachday and in
no case do they send in any other way or do
they pay an account in any other way.

They did not give said check to Levy but sent it to us by mail. They contradict his statement (That they had full knowledge + consent from L + J to receive) Mr G. B. Morris is the drawer of said check. Sample #1 is the letter head of the whole sale dep.

4 #2 " " " " " " petals 4

0165

LORD & TAYLOR,
NEW YORK.

July 28th 1889.
Messrs M. Gould & Son
Gents. We have
mistaken in some way
your Nov. statement
& this moment only
discovered these bills &
hasten payment which
please give messenger
receipt on back of
this statement for
yours
Yours &c
Lord & Taylor

#2

From Broadway and Twentieth Street

0166

My July 28th 1888
 Recd of Lord Taylor
 for bills dated
 Nov 12th 1887 50.10
 " 15th 1887 3.40
 " 16th 1887 2.3
 " 21st 1887 28.00
 " 24th 1887 18.25
 Total 99.98
 20/-
 79.98
 Ninety Nine 99.98
 on a/c of November 1888.
 Wm. Woodroffe
 Secy

0167

Lord & Taylor,

WHOLESALE,

Broadway and 20th Street,

GRAND & CHRYSTIE STREETS, NEW YORK.
9 MOSLEY STREET, MANCHESTER, ENGLAND.
FAUBOURG POISSONNIERE, PARIS, FRANCE.

#1

New York, _____ 189

The Whole sale letter head.

0168

District Attorney's Office.

PEOPLE

vs.

James C. Leary.

John Lindsay.

Lay this

case before the

Grand Jury.

It might be well

to give the defendant

up at once for

detention under old

connection.

Yell

0169

District Attorney's Office.

PEOPLE

vs.

James C. Long

Forgery

Justices who examined

this case & returned

the complaint.

Shepherd Laroque &

Choate represent

the plaintiff & through

Mr. Harford ask for

an examination by

Dist. Atty. Please

examine report

whether or not the

case should be laid

before the Grand Jury

Jan 10. 91

Wm. D. St. J.

0170

District Attorneys Office
City & County of
New York

January 25, 1891

People

Agnes H. Perry

To the District Attorney—

I am of the opinion that this case
should be laid before the Grand Jury.

The annexed affidavit, prepared
at my request, sets forth the facts
upon which the charge of forgery is

based. I believe that the facts are
true and substantiate the charge in
all respects, and no legal defense is
shown or even indicated.

Respectfully submitted

John B. Hendon

Deputy District Attorney

0171

T H E P E O P L E & c .
on Complaint of WILLIAM B. GOULD, and
others

against

J A M E S C . L E V Y

Forgery.

City and County of New York, ss:

W I L L I A M B . G O U L D of the firm
of M. Gould's Son & Co. of 105 Duane Street in said City,
being duly sworn deposes and says as follows: -

For several years prior to January 1, 1890, I
was transacting business in this City under the name of
"M. Gould's Son"; after January 1, 1890, I took into
partnership with me Messrs. Frederick M. Gould and H
L. Curren, forming the firm of M. Gould's Son & Co.;
that firm has continued down to the present time. My
business and that of my said firm consisted of the manu-
facture and sale of trunk hardware and brass fittings of
various kinds; our present place of business is at 105
Duane Street in this city.

I know James C. Levy. About *March*,
1885, I took him into my employ as salesman in the brass
fitting department of my business. The arrangement was
that he should procure orders for brass work, and should
superintend the fitting thereof, the materials for which
should be supplied by me; the work was all to be done

0172

2

in my name as a part of my business, and to be duly entered on my books. Levy's compensation was to be the difference between the price of the work done and the price of the materials furnished for the work; where the materials were not furnished out of my own stock, 10% of the cost at which they were purchased was added. Such additional materials were ordered by Levy in my name and paid for by me. In the conduct of this business necessarily the materials which went into orders were charged to Levy on our books - otherwise the affairs of that department could not have been separated from my other business. Levy continued with the firm of M. Gould's Son & Co. under the same arrangement until last September when the forgery now complained of was discovered.

The first forgery known at the time of the commencement of this proceeding to have been committed by Levy occurred in July, 1886. It was not discovered, however, until December 1st, 1886, when, on applying to the Hecht Novelty Company for payment of a bill for \$53 the Novelty Company produced a check to the order of "M. Gould's Son" for the amount of the bill, \$53. The endorsement, "M. Gould's Son" on the back of the check was a forgery. Levy was called upon for an explanation. He admitted that the forgery was his; his only excuse was that he was hard up and needed the money. I told him that he had committed a serious crime. He ex-

0173

3

pressed such deep contrition and prayed so earnestly to be forgiven and awarded another trial that I forgave him on his promise that he would never repeat the offence. Nothing further wrong about him was discovered until September last.

On the 23rd of September, 1890, a messenger was sent by us to the Hazard Powder Company of this City with request for payment of a bill which we had on our books for work done by Levy in his department amounting to \$200. This led to the discovery that Levy had made out and sent to the Hazard Powder Company a bill in the name of M. Gould's Son & Company for \$223.80 and they produced the check dated May 13th, 1890, drawn to the order of M. Gould's Son & Company for the sum of \$223.80 on which the endorsement of M. Gould's Son & Company had been forged and on the 24th day of September they left this check with M. Gould's Son & Company for the purpose of use in legal proceedings.

This is the forgery on which the prosecution in the Police Court was based.

(The fact that the charge against the Hazard Powder Company on the books of M. Gould's Son & Company was only \$200 is explained by the fact that the book-keeper's entries of charges in this department were necessarily made on Levy's reports and that Mr. Levy reported only \$200 whereas he should have reported \$223.80)

There was an examination in the Justice's Court extending over a considerable period. The defendant himself did not take the stand,

0174

4

It cannot be said that there was any real contradiction of the facts established by the Complainant's evidence.

M. Gould's Son & Company never received anything on the Hazard Powder Co. Bill. The bill was received by Levy in the name of "M. Gould's Son & Company per I." or per Levy.

On the 24th of September, 1890, as soon as it was made certain that a forgery had been committed Levy was called upon for an explanation in regard to this Hazard Powder Company transaction.

Mr. Currén one of the firm asked Levy if he had collected any of the firm accounts and used the money and he said he had not. Currén then said, how about the Hazard Powder Company account? and he replied that he didn't know. Then Currén said it was funny that he didn't know and told him that he did know. He then admitted that he had collected it. Currén then said in what form was that paid to you? He said, I don't remember. Then Currén said he thought it strange that Levy couldn't remember and asked whether it was in a check. Levy said he didn't remember. Currén asked if it had been in a check to the order of the firm, how he could have got the money? Levy then said, "Well, I suppose I must have endorsed the name of M. Gould's Son & Co. on the check". Currén demanded to know what right

0175

5

he had to endorse the name of M. Gould's Son & Co. on the checks. He said that he had the right "to receipt bills". This was his only excuse although in face of the fact that this very bill purported to be receipted "M. Gould's Son & Co. per Levy". In other words the defendant did not pretend to deny or ^{even} seriously palliate ~~even~~ his offence at that time. Afterwards he begged the complainers not to prosecute him.

The above was only one of a series of forgeries of a similar character perpetrated by Levy. It is impossible to tell the amount out of which our firm has been defrauded in this way, for the reason that as we have learned since Levy's arrest there was a large amount of business done by him and not reported to us. Levy's omission so to report enabled him to carry on his frauds for a long time before he was detected. *We know now of more than \$2000 of our checks having been converted by Levy and proceeds collected by him by means of forged endorsements of our name.* As already stated the defendant did not offer himself as a witness. The evidence offered on his behalf merely tended to show that Levy had ~~been~~ ^{been treated as if he were honest and} allowed to attend to the business of his department without close oversight; that he was supposed to be charged with the goods that went into his department; that he was supposed by many of the customers whom he obtained orders from and by others with whom he dealt to be one of the firm of M. Gould's Son & Co.; and finally that the amount

0176

6

which would ultimately be lost was difficult to ascertain in view of the fact that we had reclamations against the Banks on the forged checks.

The Police Justice dismissed the case. Depo-
nent knows of no theory on which the case could have been
so dismissed except the theory that a trusted salesman
whose compensation is measured by a proportion of the
profits earned in his department is to be regarded as a
partner whose signature of the firm name cannot consti-
tute the crime of forgery—an entirely erroneous theory.

Since deponent instituted the prosecution of
Levy he has ascertained that in *November* 1883 Mr. Levy was
indicted in the Court of General Sessions for forgery
in the Second Degree for forging the name of a former
employer on the back of a check for \$ *9 67/100* ;
that he pleaded guilty and that on his promises of future
good behavior sentence was suspended. This sentence
still remains suspended.

And further deponent saith not.

Sworn before me this *27* :
day of January, 1891. :

W. B. Gould

John Gould
Notary Public Kings Co, New York
Certificate filed in New York Co.

0177

re James C. Levy

*Affidavit of
William B. Gould
105 Duane St.*

Shipman, Larocque & Choate,
35 William St., NEW YORK

*Attest for Wm. Gould
& Co.*

0178

General Sessions

The People

against

James L. Levy


City and County of New York

Daniel B. Hyde being
duly sworn says, that he is the
general manager of the Universal Store
and Room Corner Broadway no.
79 located in said City, that he
has been acquainted with the defen-
dant for about six months, that
said Levy has been in defendants em-
ploy as an agent to solicit orders.
That defendant was induced to make
said charge against said Levy
for protection of himself and the community.
That he has read the affidavits of
John M. Bowditch and said
Levy and knows the contents thereof
and he believes are substantially
true and that said Levy has
fully repented of his fault and
crime and that a suspension
of sentence in his case he
having pleaded guilty, will re-
store him to his manhood once more.

POOR QUALITY
ORIGINAL

0179

That said Levy has already
suffered enough to bring about
a thorough reformation and if
your Hon. will suspend sentence
in his case, deponent will
again take said Levy back
into his employ and will give
him a chance once more to re-
commence and honorable life

Sworn to before me  Daniel C. Hyde
This 14th day of Nov.
1883

Albert Kling.

~~Notary Public~~ 58.
N. Y. C. C.

General Sessions

The People

^{vs.}
James L. Levy
City and County of New York

John M. Conforthwaite being duly sworn, deposes and says, That he resides in the City of New York at number 104 East 23rd and that he is in the employ of The Bank of America located at no. 46 Wall Street in said City, and has been for the past forty eight years, that it has been the custom and habit of deponent to call at the City Prison in the City of New York, commonly called the Tombs every Sunday afternoon, to see the prisoners there confined, and to look into the charges against them and investigate each case separately and ascertain if possible, if there was any good reason, why clemency should be exercised toward them or either of them and upon careful inquiry made as to the complaint against the said defendant, he is satisfied that said Levy did not

0181

intend to commit a forgery, in its fullest sense and that, the imprisonment he has already suffered is sufficient to teach him a lesson, and prevent him from committing a like act, or a felony again - that he believes the affidavit hereto annexed made by said Levy is true and that Justice will be subserved by suspending sentence in his case and a thorough reformation may be brought about in said Levy which as deponent believes is the object of all punishment.

And deponent further says that he has made diligent inquiry as to the personal character of said Levy, and the facts as far as he can ascertain it has been good.

I sworn to before me }
 This 14 day of Nov. 1885 } J. W. Thompson
 Richard W. Smith
 Notary Public
 Kings Co.
 (Cov. filed in N.Y.C.)

General Sessions

The People

vs.
James L. Lerry
City and County of New York

James L. Lerry, being duly sworn, deposes and says; that he is the defendant above named, that the charge against him, is, that he, without authority endorsed a check, payable to the order of the Universal Stair and Room Renovation Company, for the sum of \$9⁶⁷/₁₀₀, Saturday July 28th 1888. The endorsement reading James L. Lerry Secty. That defendant has pleaded guilty to said charge and throws himself upon the mercy of the Court.

That at the time defendant used said check he was in the employ of said company as agent to solicit orders and fully believed that there was money due him, sufficient to cover and repay said company. That all the defendant had out of said check was \$3⁰⁰/₁₀₀.

0183

The balance of the amount was paid to Mr D. L. Hyde, manager etc of said company, on the following Monday July 30th on his arrival at the office and the said \$~~3~~ was charged to the defendant.

That defendant was never arrested before on any charge whatsoever and is very penitent for what he has done and believes the imprisonment he has already suffered, has taught him a lesson, which will prevent him from violating the law again

Sworn to before me
the 15th day of November

1883 Wm. Mosby

Asst. Clk. U.S. District Court

Jac. C. Levy

0184

General Sessions

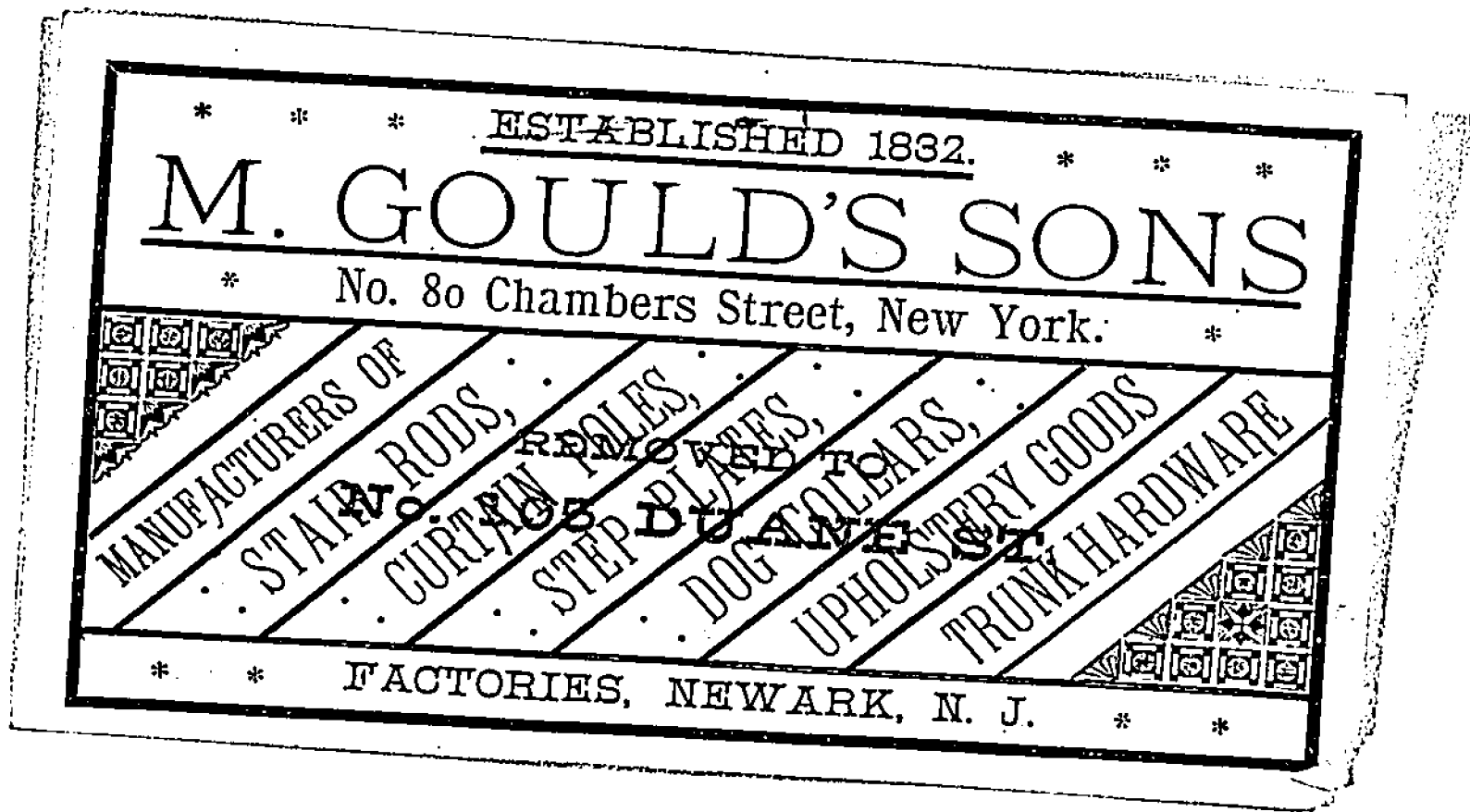
The People
vs.

James L. Berry

Affidavits in behalf
of
Defendant

Filed Nov 15, 1883.

0185



Court of General Sessions

The People }
 vs }
 James C. Levy } Forfeiture

City & County of New York ss

James C. Levy being duly sworn says that he resides at 35 Borey in the City of New York, and that he is the person mentioned in the affidavit of Daniel C. Hyde, as having had the sentence of the Court suspended upon him, under his plea of guilty.

Defendant further says that at the time of his discharge he went into the employ of said Daniel C. Hyde, and continued in his employ about four months as salesman in the store, and defendant says that it became impossible for him to remain in said Hyde's employment any longer for the reasons that after repeatedly promising never again to bring up this matter, he continually did so in the presence of people in the office and my own, and when I reminded him of his promise he (Hyde) would say that he didn't mean to say anything about it. That while I was in the employ of said Hyde I conducted myself and his business to the best of my ability, and always to his interests, fully

0187

appreciating the kindness he had shown me. Deponent denies that he made use of the language "that his gratitude was all assumed, and that he must have been a God damned fool to believe it, and that it was the only way he could get out of prison, by working upon Deponent's sympathies, and as I have paid your advances, I am going to do you all the injury I can, and how God damn you you may crack your whip, as you won't have the chance to arrest me again," and deponent denies the threatening language made use of in said affidavit of Hyde.

Deponent further says that after he left the employ of said Hyde, he went into the employ of W. Gould Ross of 80 Chambers, now at 105 Duane St in the same kind of business as that of Mr Hyde, and is still in their employ and earning a good ^{and better} salary.

Deponent further says that said Hyde threatened deponent, that if he went into the employ of Gould Ross, and sold the same goods as his (Hyde), he would put me back in prison, and where the dogs wouldn't bite me.

Deponent further says that since his discharge from imprisonment, he has been working all the time, and that

0188

he does not intend Ever again to Commit
Crime, or offend against the Law and that he
is very grateful, and fully appreciates the
Kindness that has been shown him.

Sworn to before me this 15 day of April 1884
Maurice Meyer
Notary Public
N.Y. (809)

Jas. C. Levy

0189

Court of General Sessions

The People

vs
James C. Levy

Defendant of
James C. Levy

filed April 15, 1887

0190

79 Cedar St
New York Apr 22. 1884

Now

Wm B Cowing

My dear Sir

Permit me briefly to call your attention to the case of James C Levy brought before you on the 15th day of Apr inst, on a Bench Warrant for Sentence, he having pleaded of Forgery in the second degree, or the Pleasure of the Court, upon my application through Mr Allen the Assistant Dist Atty.

The Affidavit made by said Levy at that time is false, and the Officer who arrested him, did not notify me or Mr Allen of his arrest until after his discharge on Parole, Hence we were not in Court at the time Levy was arraigned—

I have been too many years in New York in active and honorable business, to have my affidavits set aside by a Confessed Forger, or to have on my Conscience the burden of vindictively pursuing a young man who is honestly trying to reform, or to allow a Prison

0191

who has been guilty of such Conduct as Levy's
to go unpunished.

At least I feel it to be my
duty as a Citizen who prizes his own Character,
to call the attention of the Authorities to Levy's
Conduct since your Honor first parolled him
on Nov 15th 1883.

Will you please name time
and Place when I can see you in regard
to this Case & oblige

Yours Obedt Servant

D. Hyde

0192

COUNTY OF NEW YORK, ss.

(Indictment filed Nov 5. 1883)
In the Name of the People of the State of New York, To any Sheriff, Constable,
Marshal or Policeman in this State, GREETING:

James C. Levy
An indictment having been found on the *duy* day of *convicted*
~~188~~, in the Court of General Sessions of the Peace, of the County of
New York, charging *of the crime of Forgery in*
the second degree,
with the crime of *(at the November term 1883)*

You are therefore Commanded forthwith to arrest the above named *James C. Levy*

for judgment
and bring him before that Court to ~~answer the indictment~~; or
if the Court have adjourned for the term, that you deliver him into the custody of the Keeper of the
City Prison of the City of New York.

New York City, the *14th* day of *April* 188*4*

By order of the Court,

[Signature]
Clerk.

0193

N. Y. General Sessions of the Peace

THE PEOPLE
OF THE STATE OF NEW YORK,


against

James O. Levy
Const. David L. Hays 79 East 1st

Bench Warrant for Felony.

Issued

April 14th 1884

 The officer executing this process will make his
return to the Court forthwith.

April 15th 1884

*The within named
defendant was arrested
April 14th by Det.
Von Gerichten & Rogers.
and brought to Court.
of General Sessions*

0194

STENOGRAPHER'S MINUTES.

District Police Court.

THE PEOPLE, &c., IN COMPLAINT OF

Freeman M. Gould

VS.

James P. Leary

BEFORE HON.

Andrew J. White
POLICE JUSTICE,

November 10, 1889
December 2 - 90

APPEARANCES:

For the People,

For the Defence,

188

INDEX.

WITNESSES.

Direct Ex.

Cross Ex.

Re-Direct.

Re-Cross.

Henry R. Linnan

1-32

86-93

Freeman Schoenberg

33-38

Frederick Milgrom

39-49

78-85

Conrad Gould

41-79

A. C. Chittenden

Official Stenographer.

0195

First District
Police Court

Frederick W. Gould } Charged with
a grt. Forgery
James J. Leary } Member of 1890
Deputy Hon
Andrew J. White
Police Justice

Appearances
Mr. S. Stanford representing the
Jury of Stephen Loro Agre and
Choate and representing the District
Attorney, and Mr. H. H. Hestman assis-
tant District Attorney being present
and acting as advisory counsel
and Henry's Spelling defendants Counsel
The Court being
present the examination proceeds
Henry L. Luman a witness
sworn on the oath of the people
being duly sworn deposes and
says.
By the Court

0196

✓
Q Where do you reside?
A New York N.Y.

Q What is your business?
A Brass goods and trunk hardware
Q Where is your place of business?
A 105 Duane Street
Sweet Examination
by Mr Stanford

Q What is your firm Mr Curran
A M Gould Son and company
Q Who are the members of that firm
A William Belmont, Treasurer Mr Gould
and Henry Curran;

Q Do you know Mr James O'Leary?
A Yes.

Q He is the defendant in this proceeding
is he?

Yes sir.

Q How long have you known him?
A I should say 10 years.

Q Was he in the employ of Mr Gould
son & Co?

Dependents Counsel

Objected to as leading.

0197

3

By the Court
Who was he employed by.
Mispelling dependant's Counsel
Objected to as leading and
calling for a conclusion

By the Court Admitted
Counsel Exception

Answer

Q Do you remember a transaction in
which the dependant was concerned
relating to the bill of Mfguedon
& Co against the Hazzard Powder
Company?

A I do.

Q Did you have any interview with
Mfguedon in regard to that bill and
if so when?

A I did on the 24th of September

of the present year?

Answer

Q And where?

A In our store

Q State what transpired between you
and Mfguedon on the occasion

3

0198

4

that you refer to?

A. I asked Mr Levy, if he had collected any of our accounts and used them. and he said he had not; I asked him if he had collected the Stogard powder company accounts, and he said he had not; I wish to correct that, he said he didn't remember. I then said to him if he had collected it, it was queer he didn't remember it, and he said that he knew that he had collected it and he admitted that he had.

Mr. Spelling defendants counsel.

I object to the last part of the answer as he admitted that he had.

By the Court Sustained

Mr. Spelling defendants Counsel.

I move to strike it from the record.

By the Court Strike it out.

Q. What did he say giving the words that he used, if you can recollect them or not give the substance.

A. He said he had collected it, I then

0199

5

paid to him in what form was the
payment made to him; Litten said
he didn't remember, I said I thought
it was given to didn't remember
and he said he didn't remember
Litten said to him if it was in the
form of a check, how would he get
the money. he said he supposed
he would have endorsed Myford
son & Company's name to it, and
Litten said he had no right to do
that; and he then said he had a
right to receipt bills, and Litten
said to him that there was a differ-
ence between receipting a bill
and endorsing a check Litten
asked him how he accounted for
the difference in the account
as the change he rendered to us
was for Two hundred & 300 dollars
and the check was for Two hundred
& twenty three $\frac{80}{100}$ Dollars; he
said he didn't know and he went
to the office to interview the book

5

0200

6

A.

keeper in regard to it, I guess that
is about all that transpired.

Q That is about all that transpired?
A In regard to that check.

Q Did you then have the check in your
possession
A Did not

Q Did you subsequently obtain possession
of the check?
A Did

Q Will you look at the paper now shown
up (showing witness a check) and
state whether that is the check to
which you referred, is that the
check of the Hazard Powder Com-
pany, to which you referred.

Witnessing Defendants Counsel

Objected to be asked to prove that
that is the check of the Hazard Powder
Company he has no knowledge

Q Do you know it of your own knowledge
Look at the check now shown
in and purporting to be the check
of the Hazard Powder Company

6

0201

7

Dated May 13th 1890 for Two hundred
Twenty three \$⁰⁰/₁₀₀ Dollars. - Do you
know that check to be the check on
which this complaint is based
Misspell's dependants Furnell
Objected to
By the Court Admitted
Furnell Exception
Ayes that is the check.

Mr. Stanford know offer the check
in evidence

Misspell's dependants Furnell
Objected to as not being sufficient
when ^{and} as being immaterial &
Irrelevant

By the Court Admitted, & marked
Ex A.

Misspell's Exception

No 7612 New York May 13th 1890

The National City Bank

pay to the order of Mrs. McGowan
& Co. Two hundred twenty three & \$⁰⁰/₁₀₀

\$ 223 ⁰⁰/₁₀₀

George W. Wrightman

McGowan Powder Company
68 - Ridge St

Treas

7

0202

8

8-

Q I call your attention to the endorsement
on the back of that check the name
"Myraed South" is that the signature
of any member of that firm
Mr Spelling defendant counsel

Objection to on the same ground
By the Court Admitted
Mr Spelling Exception

A It is not

Q Have you seen Mr Leary write?
A Have seen him write

Q Do you know his handwriting?
A Yes sir

Q Is that Mr Leary's handwriting (showing
witness a paper)

A It looks very much to me like it

By the Court

Q That doesn't answer the question, is
it or is it not his handwriting?

Answer sir

By Mr Stanford

Q It is his handwriting?

Answer sir

8

Exp Examined by Mr Spelling

0203

9

Q. Did you swear to the complaint in this matter?

A. I did not.

Q. Why did you not swear to it?

A. I don't know what I had any particular reason.

By the Court. This witness is not the complainant, the papers themselves show who is the complainant. Mr. Spelling but he is called as the prosecuting witness.

By the Court. The prosecution has called him as a witness, and they had a perfect right to do that.

By Mr. Spelling.

Q. Have you been a member of the firm of Milgould Son & Company?

A. Since January 1st 1890.

Q. What if any were your relations with the firm before that?

A. I was an assessor.

Q. For how long?

A. About 14 years.

9 Q. Did you receive assessor?

0204

10

A. I did

Q. Did you receive a commission?

A. I did not.

Q. How many other salesmen had they exclusive of yourself and the claim that you make that the defendant is one; are there any others; were there any other salesmen in that firm outside of yourself and Mr. Leary whom you claim to be one?

A. Yes Sir.

Q. Who were they?

A. Mr. Leary and Mr. Skinner.

Q. Where are they?

A. At our place of business.

Q. What is Mr. Leary's first name?

A. A. Leary.

Q. What is Mr. Skinner's first name?

A. John A.

Q. Do they get a salary?

A. They do.

Q. How was the time of Mr. Leary's first dealing with this firm that you are now a member of, or its

10

0205

11

predecessor in the business, as near
as you can recollect, I don't want
the exact date?

A I heard something in regards to that
I state what you know & observed;
and say what time was he there
first to your knowledge; how long
ago & by or remember of Mr Leavy's
connection with this firm or its
predecessor in that business, how
long since, how long ago is it
since his connection commenced?

A I cannot state positively

I As near as you can think, how many
years. 5, 6, 7 or 8?

A I should say it was 5 or 6 years.

I And at that time what was the
firm name, and who was the
proprietor of the business?

A M Gouedson, William Blount was
then the proprietor

I At the time Mr Leavy commenced
his connection with that firm

11 You were then in the employ of William

0206

12

A.

Young son.

A. Yes.

Q. He was at that time the proprietor
of the business?

A. He was.

Q. Were you present at the arrangement
that was made between Mr. Levy
and your son at that time?

A. I was not.

Q. Were you present at any subsequent
arrangement made between them
up to the time that the new firm
was formed?

A. I was not.

Q. You don't know on what terms they
came together of your own
knowledge?

A. I do not.

Q. When did you first become aware
of the terms of which Mr. Levy and
William B. Young & Co. had entered
into in connection with that
business?

12 A. I cannot state that positively.

0207

13

Q When did you first know of the relations
between William Byrd and
Mr Leary?

A I cannot say.

Q Were those relations in any way
changed after the present firm
was formed or did they continue
the same?

A They continued the same.

By Mr Hoffman

Q As near as you know?

A Yes sir.

By Mr Spelling

Q Would not the books of William B
Byrdson?

A Muston.

Q Are those books in court here?

A Some of them are.

Q Is the one in court which contains
Mr Leary's account?

A It is.

Q Will you produce it?

A Will be producing a book.

13 Q Will you get Mr Leary's account

0208

14

A About know anything about the books
Q You don't know anything about the
books?

A Not about the account
Q You said just now that the book
furnished Mr Leovy's account was
kept was in account?

A I presume they are.

Q How can you be so sure you swear
to positively that was only a presumption
of yours?

A I don't swear to anything that is
a presumption, I swear to
facts.

Q Can you find out Mr Leovy's account
in that ledger?

A I might be able to do it

Q Can you find it?

A I might be able to

Q Did you ever see Mr Leovy's account
in that book?

A I think I have.

Q Have you ever seen his account
in any other books of your firm

14

0209

15

or Mr. Gould for, have you ever looked
at his account

A. I don't know that I have

Q. Are you aware that a written demand
has been served on William B
Gould for and company for a
statement of Mr. Leavys account
within the past 10 days?

A. I have.

Q. Has that statement been rendered to
him?

A. It was not.

Q. Will you tell me why it was not
rendered to him?

A. By the advice of counsel.

Q. Are there any civil suits pending on
some of these checks are there not?

A. I think they are.

Q. And was it in connection with
the civil suits that counsel advised
you not to serve that account.

A. I don't know.

15 Q. Did counsel tell you at any time
that he stated to anybody that he

0210

16

thought it would be only very fair
to give the account?

A. He did not

Q. Please tell you that Mr Leary either
by himself or through his attorney
that William B. Gaudes & son were
indebted to him all those transactions
made?

A. He did not

Q. Did you ever hear that claim made?

A. He did not

Q. This is the first claim that you have
heard of it?

A. Yes Sir

Q. Did you ever state to any body within
the past 10 days that Mr Leary owed
the firm of William B. Gaudes & son
or a certain sum of money?

A. I might have stated that his account
showed that there was a balance
against him

Q. Did you state how much that balance
was?

16 A. No Sir

0211

19

Q. And you say Fifteen hundred dollars
A. I don't think it was

Q. And you say Four thousand dollars
A. I don't

Q. How did you know that he was indebted
to the firm?

A. Our bookkeeper informed me.

Q. Who was the bookkeeper that in-
formed you?

A. Our bookkeeper

Q. What is his name?

A. Mr. Starr

Q. Did he give you a written statement
A. I don't know.

Q. Do you recollect anybody calling
about a contract of Mr. Perry
and coming to your firm and asking
about it, and you saying
you didn't know anything about it
A. No sir.

Q. Did Mr. Perry have an office
A. He used to have any desk

Q. Did he have a desk in your office
A. No sir.

0212

18

Q No special deer?

A Yes sir

Q Do you know how Mr Leovy shared
in the profits by his dealing with
your firm?

A He didn't share in the profits
Q Didn't ask you that, I asked you
if you knew how, either one way
or the other?

A I know what arrangements he had
Q What was that arrangement?

A That after a memorandum charge
had been made of the goods
at a certain price, he was to get
the difference that he got for the
goods and the goods that we
didn't manufacture and had to
be bought outside there was
ten per cent added to it

Q To what?

A To the actual cost of the goods
Q Added to what?

A To what the goods had cost us.

18 Q And Mr Leovy was to pay the

0213

19

Cost of the goods with ten percent
added.?

A That was the way they were put on
the book to him.

Q That was the way they were charged
to him on his account?

A Yes sir.

Q What sort of work was Mr. Leovy
doing with the goods?

A He was supposed -

Q That I didn't ask you what he was
supposed, I asked you what what he
was supposed to do, do you know
of your own knowledge what he
did.

A I don't know what he did with them.

Q Did he make contracts with outside
parties?

A Yes in our name.

Q He used your name for making
contracts?

A Yes sir.

19 Q And the outside parties, did you
know all of them that he made

02 14

20

made them with ?

A Yes Sir

Q He went out and got the contracts
and made the contracts with
them ?

A Yes Sir

Q And he used the firm name ?

A Yes Sir

Q Or you said son ?

A Yes Sir

Q And after the new firm was organized
he still made those contracts
didn't he ?

A Yes Sir

Q And before the firm was organized did he
use the name McLeod son in
the same way did he not ?

A Yes Sir

Q Letters directed to Mr. Gaskell son ~~etc~~
concerning those uncertain
contracts were handed to Mr. Laury
for action ?

A Yes that is after they were opened.

20 Q They came in your general correspondence

0215

21

pondence did they not?

Ayes sir

Q And when you found that they referred
to the Leavy contracts they were
handed to him?

Ayes sir

Q And did he reply to them?

Ayes sir

Q Can you take from among the books
those in which Mr Leavy's accounts
were kept, and can you point
out such of these books in which
Mr Leavy's account was kept?

A Yes sir

Q Was there any book known as a
special Leavy account, or Leavy
book?

A There was a book that the memo-
randa were made in.

Q Can you see that here?

A Yes sir

Q Do you know what payments were
recently paid in by Mr Leavy
on those accounts?

21

0216

22

Q How recently?

A Within the last 6 months

Q And your business partner saw it much
better than I saw

Q Do you know, if you don't you cannot
say?

A I do not.

Q You don't know what money had
been turned over by Mr. Loring to the
credit of this account?

A Yes sir

Q Do you know what contracts have
been made in the name of
Myones & Sons Company?

A I know of some that he has.

Q To what do these amount to?

A I think there is only one that I know
of just now.

Q What is it?

A The Brooklyn post office

Q How much is the amount of it?

A Eleven hundred & eighty-five dollars
which it is

Q Have you ever been over there to see

0217

73

A

after it?

Ayes sir

Q And you found that to be the amount
A I didn't find it over there

Q Where did you find it out?

A I didn't know what method any
contract of that nature, and when
I found it out I went to the parties
that are the contract.

Q Did any member of your firm
know that the contract was about
there?

A Yes sir

Q There were several other contracts
out that you knew nothing about
from time to time?

A I don't know.

Q The truth of the matter was that
these contracts were done as a rule
without consulting your firm
until the figures came in?

A Yes sir

Q How often is it that you didn't know
of them?

73

0218

24

A He didn't report them.

Q Was there any consultation over these contracts before they were made between your firm and Mr. Leary?

A No sir.

Q And your firm knew that Leary was making these contracts?

A No sir.

Q They didn't know?

A No sir.

Q In the last 5 or 6 years didn't he make many contracts that they knew nothing about until the account came to be settled up?

A He may have done some we don't know about yet.

Q I don't ask you that, I ask you now the same question. In the last 5 or 6 years didn't he make many contracts that they knew nothing about until the account came to be settled up?

24 A I don't know.

0219

26

Q. How much is that?
A. We cannot tell how much that is;
Q. about?

A. It is a matter of five or six hundred
dollars; it is in dispute now.

Q. With whom is it in dispute?
A. With McGowan & Company and
Jacobs.

Q. What is the dispute about?

A. They claim there is a great deal
more stuff charged than they ever
received.

Q. When did you first ascertain of the
existence of this contract with

Jacobs theatre, the one in dispute?
A. Shortly after the discovery of the
check, shortly after the 24th of
September.

Q. How did you come to ascertain it?

A. I requested Mr. Leary to tell me
what contracts he had out.

Q. And he told you?

A. Yes he told me that one.

26 Q. The material that went into that

0220

27

Contracts that was used in those
contracts came from your firm
A Some of it did, portions of it did.
Q Did you pay for the other portion of
it, did your firm pay for the other
portion of it which you didn't supply
A Yes sir

Q That is the usual course?
A Yes sir

Q Who did you charge the material to?
A Jacobs Theatre

Q Jacobs Theatre?
A Yes sir

Q How did you come to do that you said
you didn't know that there was a
contract with Jacobs Theatre until
Mr. Perry told you?

A He told me, I've charged it after
he told me.

Q ^{Before} He told you, ~~it~~ was the material
that you didn't manufacture from
reels, charged up?

A There was a memorandum made
by me that book.

W. A. Jacobs Theatre

0221

28

Q What book is that?

A It is a book that we keep the men and men after the strip that below out of the place.

Q Has anybody else any charge here except Leovy?

A No sir

Q Those are all Leovy charges?

A Yes sir

Q Before you knew anything about the contract with Jacobs. That all those charges were in this book of Mr Leovy, were they not?

A I presume they were.

Q Now, why didn't you say that frankly at first?

A I don't think I've said anything but what is frank.

Q Have you not been advised here and heard it said that if you could not establish the fact that the defendant was in the employ of McGowan and company you could not sustain this complaint?

A The Jacobs theatre on 3rd Avenue

0222

25

Q. Have you been enquiring about the
outstanding contracts that he made
recently?

A. Sure.

Q. How many contracts do you find
outstanding?

A. Oh, four.

Q. Give me the names of the contracting
parties?

A. There was John Shannon

Q. Where does he keep?

A. Forty second street

Q. What was the amount of his contract?

A. Nine hundred & eighty five dollars

Q. Is that paid?

A. The work is not finished yet.

Q. Where?

A. Mountgomery & Madison

Q. How much is that?

A. Two hundred dollars

Q. Is that paid?

A. Yes.

Q. Where?

A. The Jacob Theatre on 3 Avenue

0223

29

Q. I may have thought so myself.

Q. Are you a lawyer?

A. No sir.

Q. Where did you learn that?

A. I have collected a little knowledge
from my years of existence.

Q. Will you swear positively that you
didn't hear that said?

A. I may have heard it said and may
not.

Q. Will you swear positively that you didn't
hear it?

A. I cannot swear to it.

Q. Now you have shown four authentic
daily accounts amounting to over
Twenty eight hundred dollars.

A. They your pardon, you are mistaken.

Q. I understood you to say that the
Brooklyn Post office is Eleven
hundred dollars,

A. You confound that with the ^{and} ~~Montgomery~~ ^{Montgomery} claim they both
form the Brooklyn Post office
claim.

29

0224

30

Q These two form the Eleven hundred dollar contract?

A Yes sir

Q You have shown us Three outstanding contracts amounting to over seventeen hundred dollars. Do you not know how the balance is charged against McFarvey in the books?

A I do not.

Q And you do not know but what those outstanding contracts are ~~sufficient~~ sufficient to cover the entire balance as charged to him in those books?

A I do not know in regard to that.

Q Do you have much to do with the keeping of the account after the firm or anything?

A I don't keep the account after the firm we have a bookkeeper for that purpose.

Q Had you ever looked at the account at all, is that your duty?

A It doesn't come within my duty

30 I can find it out.

0225

31

Q. You have mentioned two salesmen
Mr Skinner and Mr Le Soy, where are
the accounts of Mr Skinner and
Le Soy kept.

A. They are kept in the ledger I presume.

Q. Do you recollect making this state-
ment to anybody that the firm
paid Mr Le Soy a salary of three
thousand dollars a year?

A. I did not.

Q. Did you tell anybody that Mr Le Soy
was under any salary?

A. No Sir.

Q. You are positive of that?

A. I am positive.

By Mr Hartman.

Q. You spoke of contracts having
been made by the defendants
were those contracts made by
Mr Le Soy as a salesman with
firms who were to be supplied
with goods from your establishment
Mr Spencey?

Objected to as calling

31

0226

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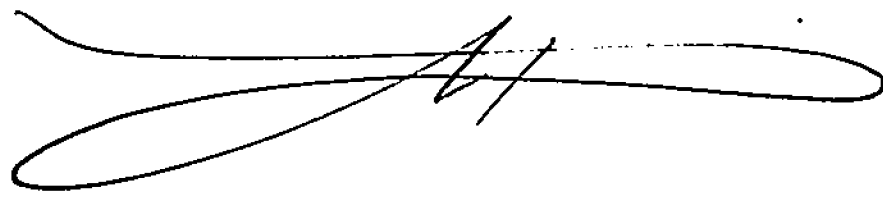
for a conclusion?
By the Court Sustained
Q Did you ^{ever} see any of those contracts
A a few of them
Q How you ever seen that paper before
(calling witness)
A How

Mr. Hartman

I offer the paper in evidence

Mr. Speer.

Objection to as being
Immaterial and irrelevant
By the Court Admitted Proper Ex.
Misleading Exception



32

0227

33

Herman Schenberg called as
a witness and the part of the people
being duly sworn deposes & says

By the Court

Q Where do you reside?

A 60 1/2 North 1st place

Q What is your business?

A Manager Amberg Theatre.

Direct Examination

by Mr Stanford

Q Do you know the firm of Mulford
& Company?

A Yes sir

Q They have done work for you have
they not?

A Yes sir

Q Through the intervention of Mr Leary
A Yes sir

Q Did you have bills rendered by Mr
Gouldson & Company

A No sir by Mr Leary

Q Have you any of those bills here?

A No sir

33 Q Will you produce the checks that

0228

34

you gave in payment of the bills.
 Mispelling

objected to

By the Court admitted
 Mispelling Exception

A Witness produces two checks. as
 viz

710 3298: New York March 27/1890

Cash of the Metropolis,

Pay to M Goude & Son or order
 Fifty Dollars.
 \$50 -

Amberg Theatre

H Schoenberg atty

710 3355 New York October 3/1890

Cash of the Metropolis

Pay to M Goude & Son & Co or order
 Eighty $\frac{15}{100}$ Dollars.

\$88 $\frac{15}{100}$

Amberg Theatre H Schoenberg
 atty

Where is one May 10th 1890

Fifty dollars to the order of M Goude
 & Son

of understood you to say that you have

34

not brought the bills?

0229

35-

A. Nosui

By Mr. Hartman

Q That is the basis that were rendered
your concern by Myones and
Company?

Mr. Spelling objected to

By the Court Admitted

Mr. Spelling Exception

A. Nosui

Mr. Hartman

I now offer the Cheano

in evidence,

Mr. Spelling objected to

By the Court Admitted and Excess

Mr. Spelling Exception

Up Examined by

Mr. Spelling

Q Just subpoenaed you here Mr. Schoen
berg?

A The people I guess

Q Have you the subpoena with you?

A Yes Sir (producing subpoena)

Q And this subpoena reads "and to

35- "bring with you and produce at

0230

36

"the time ^{the} place aforesaid all checks
"drawn by you in favor of McGouder
"son or McGouder's Son & Co. and all
"estimates and bills relating to the
"work in payment of which said
"checks were given".

A. I have no estimates.

Q. Have you the bills?

A. Yes but I could not get them as
past a notice

Q. Do you know who forced out those
estimates?

A. Yes sir.

Q. Who?

A. Mr. Feory.

Q. Do you know who made the con-
tract?

A. Mr. Feory.

Q. Did you ever have anything to pay to
McGouder's Son & Company until to-
day?

A. No sir. I didn't know him by name.

I knew ^{that} ~~there~~ was ^{the firm of} ~~a~~ ^{McGouder's} ~~name~~

36 Son & Co., I thought he was representing

0231

37

Mr. Guedes Am & Company, he brought
the statement and collected all the
money.

By Mr. Kortman
Q. You didn't say that you knew him
to be one of the firm?
A. No sir, he brought the bills and
made the contract, and collected
the money.

By Mr. Spelling
Q. One of the members of the firm
saw you in relation to the checks
and estimated?

A. I guess Mr. Purran & J. M. Guedes.
Q. When did they see you?
A. About seven or eight, two or three
weeks ago.

Q. Did they send you a bill?

A. No sir.

Q. Did they make any claim upon
you?

A. No sir.

By Mr. Kortman:

37 Q. Did Mr. Levy at any time represent

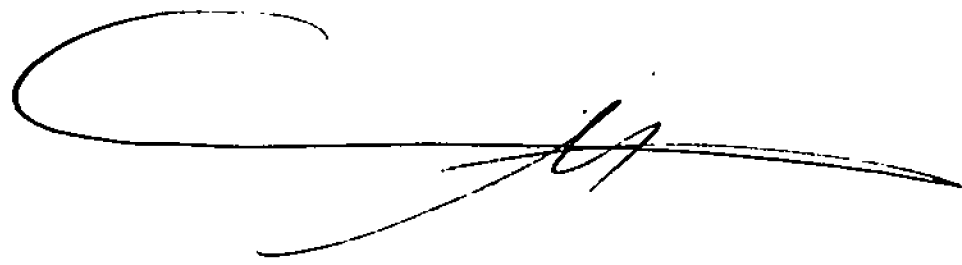
0232

38

himself as one of the firm of M.
Guedes Son & Company.
A Rossi hereby made the contract
and brought the statement and
unpaid bill

It was that contract writing?
A Rossi not to my knowledge
By Mr. Sperry

It was all done in the name of
M. Guedes Son & Co.
A Rossi



38

0233

39

Frederick M. Gould being called
as a witness and the post of the people
being duly sworn depose & say

By the Court

Where do you reside?

A. 597 5th Avenue

What is your business?

A. I am a Londoner & brass goods

Direct Examination

By Mr. Stanford

What is your firm Mr. Gould?

A. M. Gould & Son & Company.

Who are the members that compose
that firm?

A. William B. Gould, Frederick M. Gould

and H. D. Curran, myself brother

and Mr. Curran.

Henry D. Curran is the gentleman
that was just on the stand here?

Yes Sir

Do you know Mr. James P. Leary?

He is defendant here?

A. Yes

39 How long have you known him?

0234

40

Q I guess I know him ^{about} 6 or 7 years
Q How long have you known him
A I have known him in a business way
Q Has he had any business connection
with you ^{and} if so what was it?
A He was a city salesman in our
employ, out door salesman.
Q For upwards of 6 years past?
A Yes I think 5 or 6 years.

Q What was the arrangement between
your firm McQuade Sons & Company
and Mr Leary as to compensation
please state what the business
arrangement was between your
firm and Mr Leary if you know
by the Court

Q If you know the business relations
between your firm and Mr Leary
you may state it?

40 A As far as I know Mr Leary was
a salesman in our employ
and he sold goods for the firm
of McQuade Sons & Co when the
goods were sent here to turn

0235

41

in the money to the firm and the difference he ~~was~~ got as his payment his-compensation

Mr Stanford

I want to get this business arrangement explained a little clearer, when Mr Feory procured an order for merchandise to be furnished to one

of your customers just state what steps were taken ^{and} follow it right through up to the time explain how he got his compensation

A Mr Feory when he got an order for the firm was to bring the name of that firm.

Mr Feory objected to

By the Court

Q He did bring orders from some firm?

A Yes Sir

Mr Norton

I now just go on ^{and} tell us how it was done?

A My brother is more familiar with

0236

42

it than I am.

Q Go on and tell it your way.

A When an order was solicited for our house Mr. Leary who was in that particular department, he with our instructions would call on the people; well say he would get an order, it was his duty to come back and report.

Q Did he come back?

A No sir, in many cases he did not. He never came back and we didn't know anything about the orders.

Q What was done when the regular course of business was followed in your store?

A Yes. He did get an order or some orders and he filled those orders and we never knew anything about it. He never reported the customer to us and we never got the money. Mr. Spelling. Subject to the answer and move to strike it out.

42

By the Court strike it out.

0237

43

Mr Stanford I withdraw this
evidence for the present & call
Mr William Byrnes.

William Byrnes called as a witness
for the people having duly sworn
deposes and says

By the Court

Where do you reside?
A Orange New Jersey

What is your business?
A Brass goods & truck hardware
Direct Examination?
By Mr Stanford

Are you one of what firm?
A Wm Byrnes & Sons & Co since the first
of January 1890 and before that
with Wm Byrnes & Sons

Are you the individual who was
doing business under that name
prior to the first of January?
Answer

How long have you known Mr Byrnes?
A 4 or 5 years.

43 Q Had he any business connections

0238

44

with you and with the firm of Mr
Goulds Sons & Company?

A Nothing more than an outside salesman
of answer it yes or no?

Mr Spelling I move to strike out
the witnesses last answer

By the Court Strike it out

Q What was the business arrangement
between Mr Goulds Sons that is
to pay the firm, yourself at the
last of last January?

Mr Spelling objected to as calling
for a conclusion

By the Court Admitted

Mr Spelling Exception

Q State what business arrangement
you had?

A Mr George's business arrangements
were that he should act as outside
salesman for the sale of brass
goods and turning contracts, and
such goods that were used out
of our store that we manufactured
were to be charged to him and

44

0239

45

memorandum book called the
 Levy book, they were to be charged
 at our wholesale prices, and if
 there were any goods needed in
 these pieces of work called for
 in the contract, that had to be
 purchased outside, they were to be
 bought in the name of the house by
 an order ~~that~~ Levy had instructions
 not to buy anything outside without
 a written order except from my-
 self my brother or some member
 of the firm, and those goods
 which were bought outside
 to furnish the outside work they
 were charged up with an additional
 10% on the Levy book, for instance
 if they cost one hundred dollars
 it would be one hundred and
 ten dollars, and at the end of
 the month that was added up
 and posted in the ledger.
 Levy had a ledger account
 with the book the same as any

45

0240

46

after of our salesman, and at the end of 2 or 3 months, Mr Starr posted the entire amount in the ledger, where he completed that work it was to be charged up in our regular sales with what Leovy contracted for, and a separate account kept of it, and then credited up to Leovy's account, and the amount of this bill credited to Leovy's account what each party had paid and the difference between those was his profit, or his compensation I don't mean profits, his compensation.

Q Mr Gould did this arrangement continue right on through this present firm?

A Yes sir. It did he had orders not to bring any contracts in, or accept of any; we were not to accept of any contract that he brought in unless the parties were responsible and good because we looked to those parties for the payment Mr. Spelling.

46 I more to strike out the last part of the answer

0241

47

By the Court Strike it out

Q. Mr. Gould did you ever instruct Mr. Leary to sign the firm name to checks?

A. Not by any means, never in the world
Q. Did you ever instruct him or authorized him to endorse the firm name to any checks?

A. Never did

By Mr. Hoffman

Q. Does anybody in your establishment except the gentleman you mentioned and who compose your firm a right to sign checks, to sign the name of the firm to checks or endorse them
Mr. Kelley objected to as being immaterial & irrelevant

By the Court Sustained

The further hearing & the cross examination of the witnesses adjourned to Monday November 17th 10:30 Am.

47

0242

First District
Police Court

Frederick McGowan } Charged with
aggr. } Forgery
James C. Leary } Dec 2 of 1890
Deputy
Sheriff White
Police Justice

Appearances

Mr. Horthman Asst Dist Atty^{and}
Mr. Stanford representing the people
Dennis Spellisay for the Deft
Jill Porter being present
the examination proceeded.

McGowan offered a witness having
been sworn recalled by the
people and examined by Mr. Stanford
Direct Examination

Q McGowan before the onset of the
defendant I understood that
you had one or two interviews with
the defendant

48 A Yes Sir

0243

Q Please state what transpired at the first interview, the place and time

A It was probably the forepart of October, or two weeks after ^{we} ~~the~~ first found out the forgery, when Mr Leovy first came up to New York to see me I met him on the street near my place of business, and on walking up I was on an errand and he walked along with me, and he said that Mr Curran threatened to have him arrested, and he begged of me.

Mr Speerisy

Q About use the word begged say what he said

Mr Stanford

Q Give us the words that he used as near as you can, and if you can give us the substance

A He begged of me

Mr Speerisy objected to

By the Court

49 Q State what he said

0244

3

A He said not to let him arrested, he said
not to allow Curran to arrest him
that he knew that he did wrong, he
admitted that he did wrong, and I
told him I could do nothing for him
as it was already passed in the
attorneys hands, and that if he
wanted come to the store and meet
back of my partners and myself
we would talk the matter over
he never came.

Q Is that about all that transpired?
A That is about all.

Q Is that all you can recollect?
A Yes Sir.

Q You had a later interview with him
A Yes I had a later interview with him
the Saturday night before he was
arrested he called at my house
in Orange.

Q State all that transpired at that
interview what you said and what
he said.

so A He called at my house in Orange

0245

4

Ed admitted that he did wrong
of Mr. Spelling Subject to this, don't say
that he admitted anything. say what
he said to you Ed. you to him, give us
the words that were used as nearly
as you can, and if you cannot
recall the exact words give
us the substance of what was
said, &c.

A. He called at my house and said that
he had done wrong in forging those
Checks and things, and said that
we tried to arrest him and he
offered me a check of Eight hun-
dred dollars, or the cash, and a
four hundred dollar note endorsed
by a party worth fifty thousand dollars
to settle up this affair, and that he
agreed to pay the lawyers fees,
told him I would do nothing
further with the thing, it was in the
attorneys hands he wanted to
see my brother in New York.

51 By Mr. Sanford

0246

5

Q Now you give all the conversation that took place?

A About as near as I can recollect, in that conversation, he admitted that he done wrong.

Q And you mention to him any specific wrong that he had committed, or any crime?

A I did I told him that he forged many checks, and gave several others, and further more that he had forged some since the detectives had him in the store and was going to arrest him he had forged some since then that we found. I think that is about all, he forged several checks since and he collected a great many bills of fairs. and kept the money he earned us in many cases, and he said us that he had not wronged us of a cent.

Q Now you stated now all that you can recollect that transpired at that interview?

V-2

0247

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A. When the

Crop Examined

By Mr. Sperry

Q. He said he had not wrangled as of
account?

A. That is what Leary said.

Q. When did you and Mr. Leary first
have business connections?

A. I think I started some 50 years ago.

Q. Is it 50 years?

A. It may be 60 years I don't know
exactly.

Q. Did you have any arrangement with
him at that time, orally or in
writing?

A. No writing. Verbal.

Q. At that time your firm was
composed of yourself alone?

A. Was alone.

Q. And Mr. Leary continued from that
date up to the present date doing
business in the same way that
he began it, and under the same
arrangements?

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0248

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A I made no new arrangements the same old thing.

Q Was the business that Mr Levy entered into at that time in consequence with you all done by you?

A A small proportion of it

Q Did he have a special trade that he introduced to you, or to your business at that time of any source

A No it was all old trade of our own but he probably worked it up

Q Did your firm understand that special trade?

A We did certainly

Q How was it then that you didn't manufacture the goods used in that trade?

A We did manufacture the greater portion of them

Q What proportion of them did you manufacture, I mean what proportion of the goods used by Mr Levy in his special trade did your firm manufacture

0249

8

Q I supposed to manufacture all the brass
Q I didn't ask you what you supposed
Came right down to facts, what did
you manufacture?

A We manufactured the brass goods
Q What proportion of the goods used
by Mr. Leavy?

A What do you mean a half or a quarter
or what?

Q Yes what proportion

A Sometimes more and sometimes
less.

Q What proportion was it a half a quarter
an eighth five eighths or what?

A I cannot tell what proportion, some
times more ^{all} ~~and~~ and some times
probably a quarter.

Q What goods did you manufacture?

A We manufacture Brass goods
Q Did you manufacture any goods
used by him except brass step plates
and musings?

A And brass rails

55 Q Did you manufacture all the brass

0250

9

rails not be used?

A There is always a lot, -

Q Did you or did you not, do not give me any explanation, did you manufacture them all?

A Not all.

Q Now can you say what proportion of the goods used by Mr. Leavy in the special trade were manufactured by your firm?

A That is almost impossible to state. Probably in some instances there were three quarters.

Q Are you acquainted with the contents of the books of your firm?

A I am somewhat familiar with them.

Q And can you not state to some extent at least how much of those goods were bought outside your Leavy's trade and how much were furnished by your own manufacture?

A I cannot state it.

56 Mr. Hostman objected, on the

0251

10

you said that the books are the best evidence
By the Court Sustained

Q All the books in court?

A They are here.

Q Do you know of all the contracts that
Mr Levy made for the last 7 years.

A That was a very important thing for
me to know all them.

Q Do you know Sir?

A Usually, most
immediately I ask the Court to direct
the witness to answer the question
yes or no.

By the Court

Q Answer the question do you know
or don't you know?

A I know of most of them I suppose
but some that I don't know
anything about them.

Q Did you or did you not?

A Did not know all of them.

Q Who in your employ was supposed
to have knowledge of them?

57 A My brother went with both

0252

11

-nership with me

Q Answer my question who in your employ was supposed to have knowledge of them?

A McKinnier, Mr Starr and my brother

Q Who is McKinnier?

A Our Sweeney

Q Who is Mr Starr?

A Our bookkeeper

Q How was Mr Starr to have knowledge of it?

A From the reason that he kept the books
Q How was Mr McKinnier supposed to have knowledge of it?

A Because he had some knowledge
He was Sweeney, and I looked at him that he was a man that we had longest in my employ.

Q If you wish to wait awhile, until you think it over, I shall be happy to let you do so. How was Mr McKinnier to acquire that knowledge?

A He was with me along time and

58 Q But how was he to acquire the

0253

12

Knowledge of the goods that Mr Leary
got, Mr Leary must have got them
somewhere?

A Shewen the business that Mr Leary
carried on.

Q How was he to know it, how was Skinner
to learn it

A Shewen that branch of business that
Mr Leary did was with the 304th
Mr Speer

Subject to it and as to strike
out the answer.

By the Court

Let it stand, don't answer
the question it is material.

Mr Speer I will call your honors
attention to it by & by.

Q There was about called the Leary
book was it there?

A There was

Q What next that book?

A Mr Skinner Skinner

Q What date entered in that book?

59 A He entered all the goods that Mr

0254

13

Levy took out of the store, and also entered all the bills for goods that were purchased for his part of the work that he did for the orders, to furnish up the orders with the ten per cent that I stated.

Q How did he learn what goods Mr Levy got and how did he learn the amount of the bills so as to enter them for goods bought for the Levy contracts.

A He usually gave the written order for them if I didn't.

Q Who did?

A Mr Skinner or myself.

Q How did he learn of the goods that Mr Levy got out of the store?

A By one of the other clerks who made the charge, the same as anybody else.

Q These were the sources of Mr Skinner's knowledge of these things?

A That was the source of Mr Skinner's knowledge.

0255

14

Q. Do you know whether Mr Levy ordered goods when he wanted them, and on the receipt of the bills by your firm the same would be paid after being endorsed by or approved by Mr Levy, do you mean that?

A. He was never authorized to order goods.

By the Court

Q. Answer the question yes or no?

A. Not if they were approved of by Mr Levy alone no sir, as I understand the question you want to know if a bill that was bought by Mr Levy without my knowledge, and he wanted OK if it would be paid by our firm? No sir it would not.

Q. The question I asked you was did you know whether Mr Levy ordered goods when he wanted them, and on the receipt of the bills by your firm the same would be paid after being endorsed by or approved by Mr Levy, do you mean that?

61

0256

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A Nani I do not know it

Q Will you answer it was never done?

A I don't know there were a great many things done. that I don't know anything about.

Q Will you answer it was never done?

A Yes to my knowledge

Q Do you know of any dealings with James Braxton?

A I do know of some yes sir

Q About Mr. Levy use a great deal of these goods in his transactions?

A I didn't find that out until lately.

Q Do you know it now?

A I found it out now

Q Do you know that for 3 or 4 years he has been using a great many goods made by them, manufactured and sold by James Braxton?

A I only knew it a short time ago

Q So that if for 3 or 4 years Mr. Levy has been buying those goods from James Braxton you don't know anything about it

62

0257

16

A No.

Q. Do you know now that Mr. Leary was
not constantly ordering goods from
Sands Brothers without a written
order from your firm?

A. I didn't know that he was.

Q. Do you now say or know it?

A. I've since learned that he was.

Q. For how long has he been doing it?

A. I cannot tell you lately.

Q. Has he not been doing it for 3 or 4
years?

A. No sir.

Q. For how long ^{long} after you found out?

A. Found out a great many things
afloat.

Q. How long have you found out that
he was doing it, how many years.

A. Not 3 years.

Q. That the business of Mr. Leary was
conducted only by him during that
time and you paid those bills
without examination?

63 A. I did not myself examine the bills.

0258

19

I left that to Mr Starr ^{and} Mr Skinner
Q Mr Starr was your confidential
man?

A Yes sir

Q And attends to all the transactions of
your firm?

A Not all of them only the books.

Q And the credits?

A Not all together the credits

Q Does he do all the buying?

A Yes sir

Q To what portion of your business does
he attend to?

A Only the books.

Q Does he possess your confidence
as confidential bookkeeper?

A Yes sir

Q And he attends to all the transactions
that ordinarily appertain to a confi-
dential bookkeeper?

A Only to the books.

Q Do you mean to say that he is nothing
more than a mechanical bookkeeper
or that he keeps the books ^{and} attends to the

0259

18

Q. Credits of the Concern

Q. And he passes your confidence?
A. Of course he has.

Q. And in the management of the boats
he passes your entire confidence

A. Yes sir.

Q. Do you know the firm of ^{Wm} ~~Wm~~ Beigler
or a clerk?

A. I know of that firm

Q. Do you know if Mr. Leavy has been pur-
chasing any goods of them for some
time past in your name. How long?

A. He may have been purchasing goods
of them I think so

Q. Were there written orders for all those
goods?

A. There should be

Q. Were there?

A. I don't know

Q. Were not the bills of Woods Brothers
and E. W. Beigler for goods furnished
Mr. Leavy paid by you without ques-
tion?

65 A. They were all examined before they were

0260

19

paid?

Q But they were paid?

A Yes sir

Q And were they examined

A Yes sir

Q By whom?

A Mr Starr & Mr Skinner

Q And your arrangement with Mr Leavy was that for the goods used by him and these contracts you charged him the usual prices ^{which} they were manufactured by you, and the invoice price when they were bought by you with 10% cent added?

A Yes.

Q If any of the bills for Leavy's work proved bad who sustained the loss?

A Leavy's account should sustain the loss.

Q Do you remember seeing P. H. H. Simpson & Co.?

A Yes.

Q In what?

66 A In some work that had been done for

them

Q. By whom?

A. By our concern through Leary

Q. You mean by your concern through Leary?

A. Yes sir

Q. And was a judgement obtained?

A. I think there is

Q. Has Mr. Leary's account been credited with the amount of that claim?

A. Only what they paid away the cash that they are received.

Q. Did they pay anything on the judgement?

A. That I don't know.

Q. So his account stands charged with the entire amount of that loss?

A. The goods had been charged to that account, and it was never paid and he was only credited with that amount that was paid on it.

Q. Leary is charged with it.

A. Leary of course is charged with it.

67 Q. Do you mean that Leary's account

0262

21

stands to day?

A I think he owes us -

Q I didn't ask you what you think I asked
you if you know?

A He stands in our debt.

Q I didn't ask you that either I ask you
if you know answer it yes or no?

A Yes sir.

Q When did you ascertain it?

A About when this trouble commenced.

Q That was about what day was it about
the 24th of September?

A I cannot tell you the date,

Q It was somewhere in September.

A I cannot tell you.

By the Court.

Q It was about the time of the
trouble?

A Yes sir.

Q That was about ten weeks ago?

A No I don't think it is over a month.
I don't know the date.

Q Were you served with a paper requesting
you to give a statement of his account?

68

0263

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A paper came in yesterday
Q. Where you got that paper?
A. I don't know

Q. Would you to day remember the contents
of it if you read it?

A. The contents of that paper (referring)

Q. Yes, you can read both of these
yellow papers. (Handing witness paper)

A. I cannot tell if it is the same or
not without seeing the original

Q. I will read this for you "reading paper"
New York October 30th 1890

Myers 711 Goulden Iron Co.

Gentlemen

I hereby demand from
you a written statement and account
of all ^{financial} transactions between us up to
date and the items of all charges disburse-
ments, and receipts made or had
therein

My attorney Mr. Allen is a
Solicitor of 104 Nassau Street New
York is authorized to receive the above
for me and to demand and

0264

93

receive any other or further accounting
information, or a judgment with or
from you, that I may be entitled to

Yours or

A I cannot tell if it was the same
if it was it substantially the same.

A I admit that such a paper was served
of an actual ^a paper substantially the
same as the one I had a file same
date, and directed to you individually.
Mr Wm Beaud was also served
on you at the same time

A There was a paper for an accounting
with Leroy

Q Did you furnish that accounting?
A We did not

Q Why did you not furnish the account?
A Through the advice of our counsel
who was your counsel

A Mr Stafford

Q Did he tell you why he advised you
not to furnish it?

A He said that there was no necessity
of it.

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0265

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Mr. Spence

I have to strike out from
the answer there was no necessity of
it.

By the Court: Strike it out.

Q You were advised by Mr. Stanford Counsel
now present and acting in behalf
of the people that is the gentleman
that advised you

A I was advised by counsel what to do
in the matter

Q Was it he that advised you not to
furnish the account

A He told us what to do

Q Was it he that advised you what to do
A He advised me what to do in the
matter

Q Were there not suits pending at that
time?

A I don't remember I cannot tell you
whether it was after or before it

By Mr. Stanford

Q Mr. Spence asked you if a suit was
pending if you must say so

0266

25

A I don't know whether it was before or
after this charge I know there was a
suit pending I don't know if it was
before that day or not

Q By Mr. Phillips

Q Was it in connection with the suits
pending and this charge that Mr
Stanford advised you not to furnish
the account demanded of you?

A No not at all

Q It was in connection with this proceeding
was it not?

A It was in connection with the whole
proceeding in this matter

Q Then it was in connection with the
civil suits?

A It was in connection with this matter

Q With this present matter with these
proceeding?

A With the entire matter

Q With the forgery matter?

A The entire matter

Q Do you remember any talk about
Levy paying rents there at any

turne ?

A Japhen spoke to him that he ought to pay rent. I may have spoken to him that he never paid it

Q you complained that he didn't pay it ?
A I didn't tell him to pay any.

Q It was spoken of ?
A He spoke of it

Q If you just want said that you did ?
A I may have said so in a joking way

Q Do you mean to say it was a joke ?
A Only in a joking way.

Q Now you say that when Mr. Leary asked to see you at the factory on Monday he told you that he did wrong in committing and forging checks now will you swear on any your solemn oath that that man used the word forged or forgery in speaking of these matters to you himself ?

A I don't know

Q If you only think he said, do you mean to say that he himself said he forged those things ?

0268

27

A Yes I do as near as near as I can remember it

Q You say that he offered you Eight hundred dollars and something else?

A That was at the second interview of And what else?

A A good endorsed note of four hundred dollars.

Q What for?

A To settle up this matter

Q Was it not as a security to pay whatever might be found to be due on an account?

A I didn't understand it as such

Q Do you remember the exact words that passed between you at that time?

A I do not. I talked to you as near as I can recollect.

Q Where did this second interview take place?

A In my hallway in Orange

Q And you are not positive whether he said he would give ^{you} this in settlement

74

or give it to await the becoming of

0269

28

or settling up the account?

A He said he would give me that amount
to close the matter so that he would
not be created

Q You said just now you would not
swear, it may have been the other
way?

A I didn't say so

Q If you are ascertained what outstanding
contracts of Leary there in the name
of your firm that now exists I mean

A I don't know exactly there are some
outstanding bills yet that are due
Q Do you know of how many outstan-
ding bills there are due on the con-
tracts of Leary.

A To be I think

Q If you are ascertained about what
the amount is?

A I know about what they are

Q How much?

A The gross amount

Q Yes Sir

75 A I think in the neighborhood of two

0270

29

or twelve hundred dollars.

Q What are they?

A They are not paid

Q What bills are they?

A Do you want the names.

Q Yes as near as you can recollect them

A The 2 Jacobs bills I believe and
and at least in Philadelphia I don't
know the name of it the books will
show it

Q Do you know it from your memory

A The books will show it

Q Do you know if there is any unfulfilled
contracts of his outstanding?

A They are all being fulfilled now

Q What is it?

A Broome's post office

Q Do you know of any actors besides
that?

A No sir

Q Do you know if any cards or circulars
were ever printed relating to Leary's
present business

76 A Yes there was a lot of cards and stuff

0271

30

printed and paid for by the firm
of whom were they charged to, were they
charged to Leary?

A. That I cannot tell you.

Q. Do you remember having a conversation
with Mr. Leary regarding the circu-
lars and the cost of mailing them?

A. I may have I cannot recollect what
it was.

Q. Do you remember agreeing with him
that he should pay for the printing
and you should pay for the postage
stamps?

A. No, I don't recollect it.

77

Did Mr. Goned being duly sworn depose and say he called as a witness by the people, and examined by Mr. Stanford.

Q Do you recollect the occasion when detective Sheldon and another detective called at your store a few weeks ago before Mr. Leary was arrested?

A Mr. Sheldon and Mr. Sturd and Mr. Curran and myself and Leary all stood in the front part of our office.

Q The question is do you recollect that occurrence?

Answer Sir

Q What transpired at that occasion when Mr. Leary was present, what did Mr. Curran say and what did Mr. Leary say? and what did you say when Leary was present.

A The detectives said to me are you going to arrest Mr. Leary and I hesitated for a minute and Mr. Leary appeared to me and said don't arrest me you will ruin my

0273

32

reputation & name, & I am disgraced
and waited along time & hesitated
and finally deferred the onset for
the present.

Q. Did you see McLeary again at your house
after this?

A. When was it?

A. That was on the afternoon of October
3rd 1891.

Q. Was it the day that Leary was arrested or
the day before when?

A. The day on which Leary was arrested I
think November 2nd.

Q. What transpired between you and Mr
Leary on that occasion what did
you say to him and he to you?

A. Mr Leary called on me that after-
noon, it was Sunday afternoon
and I was in the parlor at the time
he came in and he put out his hand
to shake hands with me and said
Leary cannot shake hands with you
after all you did to me and he said
just laid up Fred a minute & I

0274

33

been out to see your brother, and he said
for him to come and see me and he
then handed me a paper which I
handed back to him and said I don't
want to read it, he says I will pay
you all back and I said I don't know you
cannot do it, I had previously told
Mr. Brown my brother in law to
send out for an officer, to send a
messenger boy and get an officer
and the officer appeared in the
door, and he says which is Mr. Jones
I said I am Mr. Jones

Where was this
At the front of my house
Where is your house?
At 599 15th Avenue
Proceed.

And the officer said what do you
want of me I said I want you
to arrest that man pointing to
Mr. Levy and he said what for
and I said for Forgery, and Levy
appeared to me and says don't

0275

34

don't arrest me I will pay you all
 back, and just then Mr Brookman
 appeared and Leavy got on his knees
 to Mr Brookman and says want
 you save me, and Mr Brookman
 says I have not got anything to do with
 the matter, and the officer says to
 me are you going to have this man arrested
 or not? And he says I don't want to
 stand here and make a scene
 in this house I says take him along
 and I went in the hall and got
 my coat & hat, and Leavy appeared
 to me again and we all started
 to the police station; while on the
 way to the police station Leavy
 appeared to me not to arrest that
 if I would only wait until Monday
 he would pay me all back I said
 Leavy I cannot do it I said you
 have forged our checks and after
 I set up a little money, you went
 to work and done it over again.

8. I had some sympathies for you

0276

35

ance but now I am as cold as
a stone I cannot save you you
must go, and he appealed again
not to arrest him he will fix the
matter up And I said I cannot do
it, and we arrived at the police
station house And the sergeant
says what is the matter I think,
And I said I had a man that
I wanted to arrest And if they would
communicate with the Central office
they knew all about the case there
I waited there about half an hour
I think and they sent an officer up
there, and we all went to the Central
office And Levy was handed over
to the authorities there and I came
home, that is as near as I can
recollect it

Q Now you know what instances of
forgery were referred to by your
self or Mr Levy?

A I referred to the forgery of the Hazard
or Standard check and after that

0277

36

Inferred to 203 others I think that he
had forged, and I think was the 29th
of September and I think was on
the 4th of October I think there was
two in September I don't know the
dates

Mr Spencey

I have to state out the
answer in regard to the last two
checks as being immaterial & irrelevant
By the Court Let it stand
Mr Spencey Exception

After these offenses you made this
complaint and had him brought
before Judge White?

After they told me I wanted him to appear
here,

It is conceded that the check filed
with the complaint is the Shergong
Jawder check which ^{has been} referred
to and on which this complaint
is based

Examined by
Mr Spencey

83

0278

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Q You are acquainted with the course
of business of your friends Son ^{and}
William Goude Son & Co and have
been some years?

A I am more acquainted now since
I am in the firm since 1890.

Q Ever since Mr Leavy has been
connected with the firm?

A Yes sir

Q Do you recollect if it was not the
usage appeared calling for goods
in his line to be referred to him?

A It was

Q That was the usage?

A Yes sir

Q And he informed the salesmen what
was sold to such customers and
it was charged up to Leavy's account.

A Yes sir

Q Anything that you have stated as to
what Mr Leavy's relation with
the firm was as ascertained from
your observation from the course
of things there and not from

0279

38

any knowledge of an agreement
between Mr. Leavy and your brother
Ayers.

Case for the People
JH

85-

0280

39

Henry D Curran received as
a witness for the ^{defendant} ~~sample~~ being duly
sworn deposes ^{and says}

Direct Examination)

By Mr. Spelling)

Q. Do you remember on your direct
examination of speaking of the
Hogard Contract ?

A. Yes sir

Q. Do you remember the amount of the
original contract with Hogard
A. I do not.

Q. Was it not One hundred & eighty two
(\$182⁰⁰ Dollars.)

A. I cannot state positively in regard
to that.

Q. Do you recollect if to that contract
there was not added some charge
of extra work ?

A. I saw the bill and it was made out
only in one bill.

Q. You mean one item ?

A. Yes sir there was not 3 items if I
86 remember correctly.

0281

40

Q. In whose handwriting was the bill
A. Leary.

Q. In the name of Gaud Sons & Company
Ayesse.

Q. He made out the bill?
Ayesse.

Q. In the name of Mr Gaud Sons & Co?
Ayesse.

Q. Do you recollect if on going to the
bankkeeper your attention was not
drawn to the extra work?

A. Yes.

Q. Do you recollect of Mr Leary bringing
his private memorandum after the
charges and showing it in reference
to it?

A. I do not.

Q. Then you do not recollect all the con-
versation that was had on the
occasion referred to on your
direct examination when the
Mazzoni contract was first
mentioned by you to Leary?

A. I don't know that I recollect every

0282

41

stem of it

Q Do you recollect about speaking to
Mr Leary about rent in the office

A I may have told him there was
never any charge made for rent
in a farming sort of way.

Q And you and Mulgrew in the habit
of joking about such things.

A We may crack an occasional
joke.

Q You heard Mulgrew testify also in
the same way that he mentioned
the rent in a joking sort of way.

A I said

Q Should you speak to him about paying
rent about the first of January
or thereabouts?

A I don't remember

Q You might have spoken to him

A Not in a serious manner

Q You might have spoken to him

A Not in a serious manner

Q Do you remember any talk about
your old deal with Mr Leary

0283

42

A Inuy had some talk with
him

Q Did you try to sell it to him ?
A Yes sir

Q Did you ask him to buy it ?
A Yes sir

Q Are you positive about it ?
A I am

Q Did you recollect when you were
buying a new deer there or
about to buy a new deer paying
to Mr. Leovy in the presence of
anybody that you would give
him that deer for \$5⁰⁰ dollars ?

A Yes sir

Q If you are positive that didn't occur
A Yes sir I am positive

Q Are you acquainted with the manner
in which goods were charged
to Leovy ?

A I am

Q Were they charged in lump sums
or in items ? I speak of goods

89 bought from other firms for

0284

43

Levy ?

A They were charged in invoices

Q In one item ?

A No in itemized invoices

Q Is the book here ?

A Not his book the amount of the invoice was copied in

Q Do you remember any stock of Levy that was removed down stairs at your suggestion ?

A There was some stock there that had been returned I believe down stairs jobs that had ^{not} been credited to him;

Q And sent down stairs ?

A Yes sir it was lying down there and had not been credited up to him

Q And you not after you became a member of the firm compel him to move certain stock down stairs

A I told him that could not lay around the store

90 Q And you compelled him to move

0285

44

them down stairs?

A. Yes. I compelled him to move them out of our way.

Q. Did you ask him the price of any articles or the prices of any articles that he was selling at any time?

A. I did.

Q. Do you know a young man named Joseph Judick?

A. I am not positive about the name but I think he was the young man that was around the place doing work for Leovy.

Q. What was the work?

A. Putting up railings.

Q. How do you know that?

A. I never saw him put up a railing but I supposed he was there for that purpose.

Q. Did anyone see him paid?

A. I never saw him paid except in one instance.

Q. Do you know who handed him this money?

0286

45

A I do not except once

Q was it charged in your books?

A It was charged to Leavy

Q Is it a fact that Leavy got the money and paid him himself?

A We used to allow Leavy money

Q I did not ask you what you allowed sent it a fact that Leavy paid him himself?

A I do not know whether Leavy or not

Q Do you know Rudolph Zastne?

A I do.

Q Did you ever speak to him about running Leavy to State Prison or anything of that kind?

A I do not remember

Q It may have occurred?

A I might have mentioned it in his hearing

Q Did you ever speak to him about doing Leavy's business after he got out of the way?

A We always done it his work

Q & I ask you the question did you

0287

46

ever speak to him Gaston about
Leary's business after he got out
of the way;

A. I don't remember

By Mr. Stanford

Q. Did you ever instruct Leary to endorse
your firm name on the back
of a check
Mr. Spellisay

Objected to on the
ground that it is immaterial and
irrelevant

By the Court all agreed

Mr. Spellisay Exception

A. Yes sir

True for the people

Defendants Counsel move to dis-
miss the complaint

By the Court Motion Denied

The further hearing was adjourned
to December 9th 10 am

93

TORN PAGE

0288

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

POLICE COURT, 1st

DISTRICT.

179 Cedar, Manager, Street, being duly sworn, deposes and
says that on the or about the 15th day of August 1883

at the City of New York, in the County of New York,

One James B. Levy
who was an Agent for the purpose
of soliciting orders, and as deponent
can say as such, ~~that~~ on or about the
date above set forth, did falsely
and feloniously endorse on the
annexed check the endorsement
"Jas. B. Levy Secy" whereby he obtained
from William D. Mitchell the sum
of Nine Dollars and 67/100, dollars
That said endorsement was
so falsely and feloniously made
by said Levy with intent to defraud
deponent as above set forth

I sworn before me
this 1st day of October 1883 } DeHyde
Andrew J. Hyde
Justice

City & County of New York

33 Years of age, of 240 West
14th Street being duly sworn says
that on or about the 15th day
of August, James B. Levy, (now here)
came to deponent with the annexed
check and desired to obtain

TORN PAGE

0289

the face value thereof, which defendant
refused to give. Whereupon said
Levy told defendant he was the
Secretary of the Universal Star and
Crown Corner Company, and
indorsed said annexed check
in the following words to wit, "I do
by Levy Secy" Whereupon defendant
gave the amount
of said check, to wit the sum of
Nine 67/100 dollars lawful money
of the United States

Worn before me this
9 day of October 1883
Andrew White

James G. McCall

Photographed

Police Court District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Ramon Le Hyde

James C. Levy

Dated 31 Oct 1883

ap White Magistrate.

oates Officer.

Witness.

Disposition

60 W. 110 W.

TORN PAGE

0290

Sec. 199-200

CITY AND COUNTY OF NEW YORK, } ss.

1st District Police Court.

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

Question. What is your name?

Answer.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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

Answer.

*I am not guilty - I demand an Examination
Jas C. Levy*

Taken before me this

day of

1889

at

City of New York

Police Court

0291

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

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of Five 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 November 1 1888 Surrogate Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0292

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

David C. Hyde
79 *Bradford St.*
James C. Levy

1

2

3

4

Dated

November 10

1883

Magistrate.

White
Oates

Officer.

Precinct.

Witnesses

William T. Kitson

No.

240 W 14

Street.

No.

Street,

No.

500

to answer

G. S.



Street,

Leone

0293

H. H. CAMMANN, No. 4 PINE STREET.	No. 15042	NEW YORK, July 27 1883
	BANK OF AMERICA,	
	Pay to the order of	Universal Steam and Room Service Co.
	\$967/100	Dollars
	H. H. Cammann	
<small>C. H. CLAYTON & CO., PRINTERS, 157 & 159 PEARL ST., N. Y.</small>		

0294


Jas. C. Leary
The Room Stair
Room Corner to
Wm. Kitzell
M. Schuizer
M. Schuizer

C. Goppoldt

0295

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK

against

James C. Levy

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

James C. Levy
of the CRIME OF FORGERY IN THE SECOND DEGREE, committed as follows:

The said James C. Levy

late of the First Ward of the City of New York, in the County of New York aforesaid, on the
fifteenth day of August in the year of our Lord one thousand
eight hundred and eighty-three at the Ward, City and County aforesaid, having in his custody a
certain instrument and writing, to wit: an order for the pay-
ment of money of the said sum
as bank checks,
which said bank check is as follows, that is to say:

No. 15042

New York, July 27-1883

Bank of America,

Pay to the order of Universal Stair & Room Corner Co.
Nine $\frac{67}{100}$ Dollars.

\$9. $\frac{67}{100}$

W. W. Cammann

the said James C. Levy

afterwards, to wit, on the day and in the year
aforesaid, with force and arms, at the Ward, City and County aforesaid, feloniously did forge,
and did cause and procure to be forged, and did willingly act and assist in the forging on the
said of the said bank check
a certain instrument and writing commonly called an endorsement which said forged
instrument and writing, commonly called an endorsement is as follows: that is to say,

James C. Levy
Levy

with intent
to defraud, 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.

0296

And the Grand Jury aforesaid, by this indictment further accuse the said James C. Levy

of the CRIME OF FORGERY IN THE SECOND DEGREE, committed as follows:

The said James C. Levy

late of the Ward, City and County aforesaid, afterwards, to wit, on the said fifteenth day of August in the year of our Lord one thousand eight hundred and eighty ~~three~~, at the Ward, City and County aforesaid, with intent to defraud,

having in his possession a certain instrument and writing to wit: an order for the payment of money of the kind commonly called bank checks

which said bank check is as follows, that is to say:

No. 15042

New York, July 27-1883

Bank of America
Pay to the order of Universal S. & W. Co. -

Nine ⁶⁷/₁₀₀

Dollars

\$9. ⁶⁷/₁₀₀

J. J. Cammann

and on the back of which said bank check there was then and there written a certain forged instrument and writing, commonly called an endorsement of the said last mentioned bank check; which said forged instrument and writing, commonly called an endorsement, is as follows, that is to say: James C. Levy

Secy

with force and arms, the said forged endorsement then and there feloniously did utter, dispose of and put off as true, the the said James C. Levy then and there well knowing the premises, and that the said endorsement was forged, 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 McKEON, District Attorney.