

0243

BOX:

346

FOLDER:

3261

DESCRIPTION:

Irving, J. Keith

DATE:

03/22/89



3261

Witnesses:

J. J. Kirsch

In my opinion the evidence
in this case fails to
establish any criminal
intent on defendant's
part in his transaction
with the complainant.
Alkins have been
exchanged & defendant
is to complainant
has been paid.
For these reasons, I
recommend the
dismissal of this indictment,
Feb. 2, 1893.

Wm. M. Davis,
Asst.

Alkins files lawsuit.

T.

Wb. J. J. Kirsch
1889

Counsel,
Filed 27th of March 1889
Pleads, C. J. Kirsch (w/)

THE PEOPLE

vs.

J. Keith Irving

LAURENCE, 2nd Stage,
1889, and 581, Penal Code].

JOHN R. FELLOWS,

District Attorney,

dis on basis of sec 57
A True Bill
discharged 1st May
July 9, '93

Chas. Scott Foreman.

J. J. Kirsch 27/92

0244

5450

Wm. J. Smith
Bristol, N. Y. July 1859

Please take notice that a Promissory

Note made by

Wm. J. Smith

for \$ 200, dated July 1

is & payable 3 months

after date, and endorsed by you, is protected,

for non-payment, and that the holder look

to you for the payment thereof.

Your obedient servant,

J. J. VAIL,

363 Fulton Street.

NOTARY PUBLIC,

Kings County.

Please forward Notice to prior Endorser.

John J. Reed

0246

THE STANDARD BUILDING CO.,

81 NEW STREET,

J. J. KIERST, Superintendent,
J. E. SCHAARSCHMIDT.

New York, Nov. 3d. 1888.
J. Keith Brown Esq. -
Architect Union Publ. Society Bldg.
18 Cortlandt St.

Dear Sir.

We propose to erect the
mason work as called for by you in
your specification for the above building
in a good substantial, skillful & workman
like manner and satisfactory to
you in every respect without any
delay whatever for the sum of
One Million Two hundred and sixty
seven thousand, seven hundred and
eighteen dollars and $\frac{97}{100}$ cents, also to
furnish all mason scaffolding, implements
and whatever required to complete the
mason work of the above building.

Most Respectfully Yours
Standard Building Co.

John J. Kierst Supt

(# 9,267,718.97.)

30 000

1,297,718.00

3000

1300718

Boydens

0247

Police Court—First District.

Affidavit—Larceny.

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

John J. Kierst

of No. 81 New Street, aged 49 years,
 occupation Builder being duly sworn
 deposes and says, that on the 1st day of November 1888 at the City of New
 York, in the County of New York, was feloniously taken, stolen and carried away from the possession
 of deponent, in the day time, the following property, viz: Legal tender notes

Good and lawful money of the United States of the denomination of
 \$5. each and in the aggregate of the value of

TWO HUNDRED 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 J. Keith Irving, the facts are as follows viz:

that about said date deponent received a letter inviting him to
 call upon J. Keith Irving at 13 Cortlandt Street this City deponent
 went there and upon the door of room No. 303 saw painted and let-
 tered "J. Keith Irving, Architect and Superintendant" and in said of-
 fice met a person who introduced himself to deponent as J. Keith
 Irving he said that he had sent deponent said letter for the pur-
 pose of having him estimate upon the mason work for an institution
 to be erected in South Brooklyn, Kings County this State to be
 known as the "Biblicon Society Building", and that plans would be
 filed and permit issued, deponent then and there made an estimate
 upon said plans, which amounted to \$1,267,718.97, and a few days there
 after deponent submitted said estimate to Irving, he said that de-
 ponent had estimated \$60,000, too little and thereupon suggested
 that he would raise deponent's estimate \$30,000, more as deponent

Subscribed and sworn to before me this

1888

Police Justice.

0248

must have made a mistake, he further said, that he had sent for deponent because he wanted a skilled man to direct the mason work, that it was a good contract would last two years, and that deponent could draw every two weeks for money within 20 per cent. of the amount due, that he approved of deponent's estimate and would submit it to the board of Directors; but that it would be all right because he, Irving, was to Superintend all work and had the giving out of all contracts and had subscribed \$10,000, toward the building fund; and he further said, that this made him short of money that his father was old and sick and he wanted some money to use, that he expected \$10,000, in a few days and asked deponent for \$500 on the strength of the contract deponent had estimated upon, deponent informed him, that he could not raise so much ready money but could get about \$200. Irving then said "Well bring it here not later than 3 o'clock to-day and I will let you know who the subscribers to the institution are", Deponent at said time went back to the office of said Irving with said money. Irving then told deponent that Ex Judge Fullerton and Phelps Dodge & Co., were among the subscribers and that he did not wish to bother them for such a small amount. Deponent believing all of the foregoing representations to be true and relying thereon, thereupon handed said Irving said \$200 who gave back to deponent a note for three months, which in the course of trade deponent paid to Jacobson & Verity Lumber dealers.

That upon the strength of such representations aforesaid deponent ordered of his brick make one McGuire of Grassy Point 40,000,000, of brick to be used in the coming Spring for said job; that shortly thereafter deponent again saw Irving who told deponent that the board of Directors had approved of deponents contract and told deponent to go right ahead and order his supplies and get ready to go to work on or about the 4th day of February 1889. Deponent was informed by Jacobson & Verity, that said note had been protested for non-payment. Deponent then called at the office of said Irving, saw him and he told deponent, that there was a mistake in the date of said note but that it would be met in two weeks.

That about said time last mentioned date deponent went to the Building Department of said Kings County, and there ascertained that no plans had been filed nor had any permit been granted for the erection of an institution to be known as the "Building Society Building".

That on or about the 15th day of February last deponent called at the office of said Irving and discovered that the before mentioned painting and lettering upon the door had been obliterated and instead, the following chalked upon the glass "Irving's Primary Bakery", deponent went into said office inquired for Irving, was informed that he was out. Deponent has called a number of times, but has been unable to see Irving whom deponent has reason to believe is concealing himself from deponent.

That said money or any part thereof has not been paid to deponent, who is now responsible for the payment of said note upon which said money was obtained by said Irving upon the false pretense aforesaid and with the felonious intent to deprive deponent of said money.

WHEREFORE deponent prays that said Irving may be apprehended and dealt with as the law directs.

Sworn to this day)
of 1889 before me)

John F. Kiersch

Police Justice,

Sworn to before me this 14th day of March - 1889
John F. Kiersch
Police Justice

0249

Sec. 198-200.

CITY AND COUNTY
OF NEW YORK, ss.

1st District Police Court.

Keith Irving 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. *Keith Irving*

Question. How old are you?

Answer. *23 Years*

Question. Where were you born?

Answer. *NYC*

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

Answer. *67 MacDougal St Brooklyn 2 Years*

Question. What is your business or profession?

Answer. *Mechanic*

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 of the charge and waive further examination*

Keith Irving

Taken before me this *10*

day of *March* 188*9*

John J. Moore District Police Justice.

0250

Sec. 151.

Police Court 1st District.

CITY AND COUNTY } ss. *In the name of the People of the State of New York; To the Sheriff of the County*
OF NEW YORK, } *of New York, or any Marshal or Policeman of the City of New York:*

Whereas, Complaint in writing, and upon oath, has been made before the undersigned, one of the Police
Justices for the City of New York, by John J. West

of No. 51 West 1st Street, that on the 1st day of November

1889 at the City of New York, in the County of New York, the following article to wit:

Good and lawful money
of the United States
of the value of Five hundred Dollars,
the property of Complainant
w as taken, stolen and carried away, and as the said complainant has cause to suspect, and does suspect and
believe, by J. Keith Irving

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

These are Therefore, in the name of the PEOPLE of the State of New York, to command you the said
Sheriff, Marshals and Policemen, and every of you, to apprehend the bod y of the said Defendant
and forthwith bring him before me, at the 1 DISTRICT POLICE COURT, in the said City, or in
case of my absence or inability to act, before the nearest or most accessible Police Justice in this City, to answer the
said charge, and to be dealt with according to law.

Dated at the City of New York, this 4th day of March 1889.

J. M. Harrison POLICE JUSTICE.

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Police Court 1st District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

John J. Kierst
vs.
J. K. Irving

Warrant-Larceny.

Dated March 4- 1889

Gorman Magistrate

English Officer.

The Defendant Francis K. Irving
taken, and brought before the Magistrate, to answer
the within charge, pursuant to the command con-
tained in this Warrant.

Patrick English Officer.

Dated March 5 1889

This Warrant may be executed on Sunday or at
night.

Police Justice.

Dated

23yr
w
US
Architect

m
yr

67 madougal st
New York

Police Justice.

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

The within named

0252

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 *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 *March 10* 188*9* *John J. Hanna* 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.

0253

\$1000 for Ex
March 12/89
2 P.M.

BAILED.

No. 1, by

Residence

No. 2, by

Residence

No. 3, by

Residence

No. 4, by

Residence

The Magistrate presiding
will allow him and
his family the within
sum by reason of my
absence

John J. Kierst
Police Justice

Police Court

First

District.

THE PEOPLE &c.,
OF THE COMPLAINT OF

John J. Kierst

81 New St

vs. Keith Irving

2

3

4

Offence Larceny

Felony

Dated March

1889

Gorman
English

Magistrate.

Officer.

Precinct.

Witnesses

No.

No.

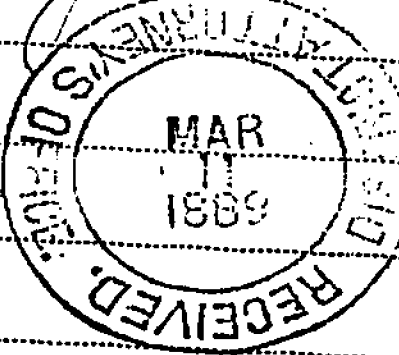
No.

\$

1000

to answer

9.8



0254

FRANCIS C. REED,
ATTORNEY AND COUNSELLOR,
STEWART BUILDING,
CHAMBERS ST., AND BROADWAY,
280 BROADWAY, NEW YORK.

New York February 3rd 1893

Vernon H Davis Esq

Dear Sir;

I send you with this the receipt for the payment of
the borrowed money, from John J Kierst and also return the re-
quest by him .

The petition will be amended and sent to Mr Wash-
burn. You will not need me until you get the order discontinuing
the indictment will you?

Yours truly

Francis C Reed

0255

New York General Sessions.

-o- : -o- : -o- : -o- : -o- : -o- : -o- x

The People of the State of New York

-against-

J. Keith Irving.

-o- : -o- : -o- : -o- : -o- : -o- : -- x

I, JOHN J. KIERST, the complainant in the above criminal action, hereby desire to withdraw the same, and do so for the following reasons:-

The sum of \$200., the amount of the subject matter of this indictment in which I charged the said defendant with having stolen from me, has been restored to me, and he has made restitution of the same.

I am informed that this is the first time that the said J. Keith Irving has ever been arrested or in any trouble whatever, and that he has heretofore been an architect of good standing in the community.

I feel that the end of justice will be properly subserved by permitting the withdrawal of this criminal action against the defendant herein.

John J. Kierst
Stephen
Stephen

0256

Court of General Sessions,
CLERK'S OFFICE.

THE PEOPLE
vs.

June 17th 1890

I desire to examine
the F. Mith. Irving
J. J. Knisch

in the above-entitled action.

Name Harford C. Burns
Address Passaic N.J.

Please ask for this Slip when you return
the above papers.

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Court of Sessions,

May 2, 1889.

John U. Shorter, Esq.,

Dear Sir:-

This introduces to you Mrs C.L. Irving, formerly of Augusta, who desires from you the kindness of an introduction to Col. Fellows. I had no opportunity to use the one you gave me.

While Mrs Irving believes in her son's innocence, and while the son and his counsel seem to have no apprehension of the result of the trial, yet it is thought best not to risk its uncertainties and the lady thinks if the District Attorney will take a little time to examine the other side of the case, he will find it unnecessary and unprofitable to push the matter.

From my own knowledge I doubt conviction and also the propriety of bringing the case to a trial.

I have read the complaint and know of my own knowledge ~~and~~ that the complaining witness, in the rage and blindness of his financial injury, has over-shot the mark and made several vital mis-statements.

Mr Irving, was at the time of these transactions not twenty-one years of age; there was behind him a man who is an experienced fraud who gave him several contracts as a basis to work upon. Mr Irving claims that upon this basis along with a great amount of domestic trouble, family sickness and death, that he was led unmeaningly into a temporary injury of others, which injury he was competent to retrieve if they had given him time. The complaining witness swore Irving had no contracts to give out on the contrary he has

0258

he has written contracts with him employers.

The complaining witness swore Irving took out no permit and filed no plans; on the contrary I had seen the permit and plans in our Department.

He swore Irving called his office "Irving's Bakery" on the contrary the German did not read well nor understand English and that was the cause of the trouble, as the office had the sign "Irving's Battery" and "Electric Invention", Mr Irving is interested in.

You will find Mrs Irving a cultured and high minded lady who has suffered too many sudden misfortunes for any one woman; and this boy, who otherwise than this affair has very brilliant prospects, is her only hope and stay.

Of course I do not write this to shield him from the just and legal consequences of his acts but rather to suggest to the authorities that upon an investigation, the case will be found hardly worthy of prosecution.

I am sir,

very respectfully yours,

William H. H. H. H.
Stenographer Court of
Canada.

0259

District Attorney's Office. 1600

Reo
vs.
Irving-

Dep't to call

0260

No. 2.

409

TO THE CHIEF CLERK.

Please send me the Papers in the Case of
PEOPLE

F. L. Reed ^{vs.}
J. S. B. B. B.

J. Reed Trust.

March 27th 1884

Richard M. Reed
District Attorney.

M. L. Davis;

I wish you
will advise of this
case. D. L. N.

0261

TO THE CHIEF CLERK.

Please send me the Papers in the Case of

PEOPLE

vs.

J Reel's Income
Mm 1 /

Ind^d Mch 22. 89

Ind^d Mch 22. 89

For June 27. 92

Sudge " To -

District Attorney.

Canoll -
Certificate
and the document
transmission
Office of the
Attorney General

0262

Direct files
Mch 22/1889

Bond Mch 22. 1889

Infelium June 27. 1892

Dredgt June 30. 92

\$1000 -

Canall dist-

Shpp Newburg

- 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

Warhousne

New Bond July 592

0263

CITY AND COUNTY
OF NEW YORK, } ss.POLICE COURT, ¹¹ DISTRICT.

of No. 93 Plymouth

Arthur C. Jacobson

Brooklyn N.Y.

Street, aged 213 years,

occupation Lumber Dealer

being duly sworn deposes and says,

that on the

day of

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at the City of New York, in the County of New York, he is acquainted
with John J. Keirst and that on or about

the Second day of December 1888 he paid
~~from Jacobson's debt~~
 deponent in course of trade a note for
 \$200 signed by T. Keith Downing dated
 Nov 1st 1888 that it was due Feb'y 4th 1889
 and was protested for non-payment
 and the same is now due and unpaid
 and deponent's firm of Jacobson & Ventry
 are the holders of said note and hold said
 Keirst responsible for its payment

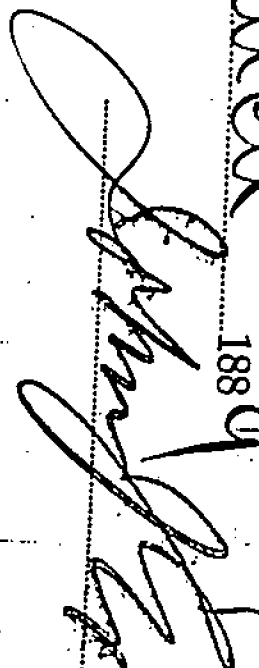
Arthur C. Jacobson

Sworn to before me, this

of March -

1889

day



Police Justice,

0264

General Release. No. 131.

W. Reid Gould, Law Blank Publisher and Stationer,
130 Nassau Street, cor. of Beekman, and 120 Broadway, N. Y.

To all to whom these Presents shall come or may concern, Greeting:
KNOW YE, That J. J. Keith Irving

for and in consideration of the sum of One
dollars, lawful money of the United States,
to me in hand paid by John J. Keith

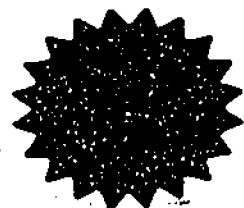
have remised, released, and for ever discharged, and by these Presents do
for myself my heirs, executors and administrators,
remise, release and forever discharge the said John J. Keith

his heirs, executors and administrators
of and from all and all manner of action and actions, cause and causes of
action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills,
specialties, covenants, contracts, controversies, agreements, premises, variances,
trespasses, damages, judgments, extents, executions, claims and demands what-
soever, in law or in equity, which against him
ever had, now had or which for my heirs,
executors or administrators hereafter can, shall or may have, for, upon, or by
reason of any matter, cause or thing whatsoever, from the beginning of the
world to the day of the date of these Presents.

In Witness whereof, I have hereunto set my hand and seal
the 14 day of July one thousand eight hundred
and ninety two

Sealed and delivered in the presence of

Refr. Jones John J. Keith



0265

State of New York
City of New York } SS.
County of New York

On the 14 day of July in the year
one thousand eight hundred and ninety two before me personally came
Mathew Irving

to me known, and known to me to be the individual described in, and who
executed the foregoing instrument, and he acknowledged
that he executed the same.

Reynolds Duman

Commissioner of Deeds
in and for the City and
County of New York.

Mathew Irving

to
John J. Hebert

GENERAL RELEASE.

Dated July 14 1892

off certificate

0266

F. Keith Irving.
Architect.

18 Cortland St.

TELEPHONE 682 CORTLANDT.

CABLE ADDRESS, "LENIENT."

MEMORANDUM.

FROM
HOWE & HUMMEL,
COUNSELORS AT LAW.

WM. F. HOWE,
A. H. HUMMEL,
BENJ. STEINHARDT,
JOS. F. MOSS,
DAVID MAY.

87 & 89 CENTRE STREET,
AND
136, 138 & 140 LEONARD STREET.

To.....

New York July 14 1892.

*Received from Joseph
F. Moss attorney the
sum of Two hundred
(\$200) dollars money
paid to me & may
of no other use & I
Keith Irving*

John J. Smith

0267

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,
AGAINST

J. Keith Irving

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

J. Keith Irving

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

The said

J. Keith Irving

late of the City of New York, in the County of New York aforesaid, on the *first*
day of *November*, in the year of our Lord one thousand eight hundred and
eighty-*eight*, at the City and County aforesaid, with force and arms, with intent to
deprive and defraud *one John J. Kent*

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

That *there was then about to be erected*
in South Brooklyn in the County of Kings,
in the said State of New York, a building
to be known as the Edison Society
Building and that all the necessary
plans had then been made and arrange-
ments entered into for the erection of such
building at a cost of upwards of one
million dollars; that he was then and there

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authorized to award all contracts for the construction of such building and had been given full power and authority to complete all arrangements therefor and to superintend all work to be done in such erection, and had himself advanced the sum of ten thousand dollars toward the building fund necessary for such erection of the said building.

That a proposed and estimate description submitted by the said John F. Kierst whereby he authorized the Standard Building Company proposed to erect the mason work of such building in a good, substantial, skillful and workmanlike manner and satisfactory in every respect to the said John F. Kierst, for the sum of one million two hundred and fifty-seven thousand dollars, seven hundred and fifteen dollars and sixty-nine cents, had been approved by him, whereby the said John F. Kierst had secured the contract for such mason work, which was a good contract, would have been years, and the said John F. Kierst could draw every

And the said John F. Kierst for money within twenty percent of the amount due, and that the said John F. Kierst had secured the contract for such mason work, which was a good contract, would have been years, and the said John F. Kierst could draw every then and their believing the said false and fraudulent pretenses and representations so made as aforesaid by the said John F. Kierst.

and being deceived thereby, was induced, by reason of the false and fraudulent pretenses and representations so made as aforesaid, to deliver, and did then and there deliver to the said

John F. Kierst, the sum of five hundred dollars in money, lawful money of the United States, and of the value of five hundred dollars,

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

John F. Kierst.

And the said John F. Kierst did then and there feloniously receive and obtain the said proper moneys, goods, chattels, and personal property, from the possession of the said

John F. Kierst, by color and by aid of the false and fraudulent pretenses and representations aforesaid, with intent to deprive and defraud the said

John F. Kierst, of the same, and of the use and benefit thereof, and to appropriate the same to his own use

Whereas, in truth and in fact, the said John F. Kierst did not have erected in South Brooklyn any building, nor had he made or arranged to enter into any contract for the erection of such building as a cost of upwards of one million dollars. And the said John F. Kierst was not then and there authorized to award all, or any contracts for the

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construction of such building, and had not
received any money, or any power or authority to
complete all, or any arrangements, therefor, or
to superintend all work to be done in such erection,
and had not himself subscribed the sum
of ten thousand dollars, or any sum whatever,
toward the building fund necessary for the
erection of the said building.

And whereas in truth and in fact, the
said proposal and estimate so as aforesaid
submitted by the said John J.
Christ, had not been approved by the said
Grand Jury, and the said John J. Christ
had not thereby secured the contract for
such masonry work, or any good contract,
or a contract which would last two years, and
thereby the said John J. Christ could not draw
every two months for money within twenty
percent of the amount due; and Ex-Judge
Hullett and Phelps Dodge & Co., were
not among the people who had subscribed
toward the erection of said building;

(And Whereas, in truth and in fact, the pretenses and representations so made
as aforesaid by the said John J. Christ
to the said John J. Christ was and were

then and there in all respects utterly false and untrue, as the the said
John J. Christ
at the time of making the same then and there well knew

And so the Grand Jury Aforesaid, do say that the said
John J. Christ
in the manner and form aforesaid, by the means aforesaid, the said proper moneys, goods,
chattels and personal property of the said John J. Christ
then and there feloniously did STEAL, against the form of the Statute in such case made and
provided, and against the peace and dignity of the said people.

JOHN R. FELLOWS,

District Attorney.