

0008

BOX:

405

FOLDER:

3752

DESCRIPTION:

Walter, Charles

DATE:

07/01/90



3752

0009

BOX:

405

FOLDER:

3752

DESCRIPTION:

DeRosa, John

DATE:

07/01/90



3752

Witnesses;

Lewis B. Dent

Counsel,

Filed

Pleas

day of

18

July 90

THE PEOPLE

vs.

Charles Walter

and

John A. De Rosa

JOHN R. FELLOWS,

District Attorney.

Grand Larceny, second degree.

[Sections 528, 53, 54, Penal Code.]

A True Bill.

George Higgins Foreman.

July 27/90

Wm. D. G. 2nd day
No. 4 Greenway
" 2 Cath. Power R.R. N.

0010

0011

Police Court—

3 District.

Affidavit—Larceny.

City and County }
of New York, } ss.

of No. 44 Columbia Street, aged 30 years,
occupation Jeweller being duly sworn
deposes and says, that on the 19 day of June 1892 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:

One diamond stud valued
at one hundred and ten
dollars \$100.00

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 Charles Walter

and John McRosa ^(now here) and Edward
Smith now yet arrested who were
acting in concert for the
reasons following to wit:
on the said date the said
stud was in a show case in
deponent's store and having
missed the same the deponent
Walter after being informed
of his right admits and con-
fesses to having stolen the
said stud and to having
given the same to John McRosa who pawned the said

Subscribed before me this 18 day of June 1892

Police Justice.

0012

for sixty dollars and divided
the proceeds between him (Matty)
Mr. Rosa and said Cassius Smith.
The said Cassius Smith sold
the farm ticket representing
said stud.

Sworn to before me } Louis Beil
This 27th day of June 1894

M. M. Putnam

Police Justice

0013

Sec. 199-200.

CITY AND COUNTY OF NEW YORK, ss.

13 District Police Court.

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

Question. What is your name?

Answer.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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

Answer.

Taken before me this

Day of June 1894

Police Justice.

00 14

Sec. 108-200.

District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

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

Question. What is your name?

Answer. *Charles Walter*

Question. How old are you?

Answer. *15 years.*

Question. Where were you born?

Answer. *Germany.*

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

Answer. *186 Trazek St. 2 years*

Question. What is your business or profession?

Answer. *Errand boy*

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 guilty. I stole the stud from my employer and gave it to John De Rosa. John De Rosa pawned the stud for sixty dollars, he gave me twenty; he gave Edward Smith eleven dollars and the pawn-ticker and kept the balance.**C. E. Walter*

Taken before me this

day of *June* 189*1**John D. Sullivan*
Police Justice.

00 15

Sec. 151.

Police Court 3 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 Corio Pletch
of No. 114 Columbia Street, that on the 19 day of June
1890 at the City of New York, in the County of New York, the following article to wit:

One diamond stud

of the value of One hundred and ten 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 Charles Walter Charles Rosa

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 bodes of the said Defendant
and forthwith bring them before me, at the 3 DISTRICT POLICE COURT, in the said City, or in
case of my absence or inability to act, before the nearest or most accessible Police Justice in this City, to answer the
said charge, and to be dealt with according to law.

Dated at the City of New York, this 27 day of June 1890.

J. M. Pletch POLICE JUSTICE.

00 16

Police Court District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

Warrant-Larceny.

Dated 188

Magistrate

Officer.

The Defendant

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

Officer.

Dated 188

This Warrant may be executed on Sunday or at
night.

Police Justice.

State of New York } ss Richard Sullivan
County of King }
of New York City being duly sworn
say: he is acquainted with the
handwriting of J. M. Patterson the
Police Justice who issued the
above warrant and the
signature to the warrant is
in the handwriting of said
J. M. Patterson
sworn to before me
the 27 day of June 1890 } Richard
Sullivan

188

This warrant may be executed
in the County of Kings

Richard Sullivan
Justice
Town of Gravesend

Police Justice.

The within signed

00 17

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.....

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

Dated *June 27* 18*90* *J. M. Blunt* Police Justice.

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

Dated.....18.....Police Justice.

There being no sufficient cause to believe the within named.....
.....guilty of the offence within mentioned. I order *he* to be discharged.

Dated.....18.....Police Justice.

0018

Ex June 28

10. a m

June 29 -

10. a m

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

Louis Bleil
vs.
Chas. Walter
John McKee
Edward Smith

Dated

1890

Magistrate.

Officer.

Precinct.

Witnesses

No.

Street.

No.

Street.

No.

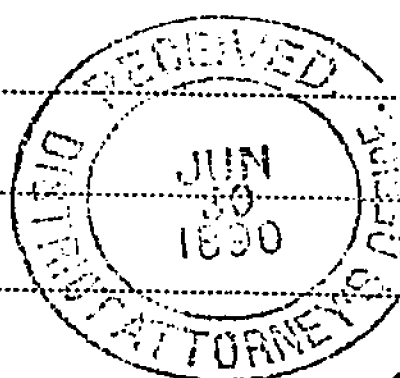
Street.

\$

to answer

No 3 for arrested

Com



00 19

Capt of General
Lessons

The People

as at

John De Rosa

REPORT OF THE NEW YORK SOCIETY FOR
THE PREVENTION OF CRUELTY
TO CHILDREN.

100 EAST 23D STREET,

New York, June 30th 1890

CASE NO. 50129

DATE OF ARREST

CHARGE

OFFICER

AGE OF CHILD

RELIGION

FATHER

MOTHER

RESIDENCE

AN INVESTIGATION BY THE SOCIETY SHOWS THAT

the boy
has never been arrested before
and that the father is respectable

All which is respectfully submitted,

E. Holloway Secretary
Supt

To Dir. City

Court of General
Sessions

The People
vs

John G. Rosa

PENAL CODE, §

Report of the New York Society
for the Prevention of Cruelty
to Children.

ELBRIDGE T. GERRY,
President, &c.,

100 East 23d Street,
New York City.

0020

0021

Count of General Lissians

*The People
agst*

Charles Walter

REPORT OF THE NEW YORK SOCIETY FOR
THE PREVENTION OF CRUELTY
TO CHILDREN.

100 EAST 23D STREET,

New York, June 30th 1890

CASE NO. *50129*

OFFICER *Kant*

DATE OF ARREST *June 26th 90*

CHARGE *Grand Larceny*

AGE OF CHILD *15 years*

RELIGION *Protestant*

FATHER *Hugo*

MOTHER *Fanny*

RESIDENCE *186 Forsyth Street*

AN INVESTIGATION BY THE SOCIETY SHOWS THAT

*the boy
has never been arrested before
and that the parents are respectable*

All which is respectfully submitted,

William Lusk

To Dist Atty.

Court of General
Sessions

The People
vs

Charles Walter

PENAL CODE, 1860

Grand Jurors

Report of the New York Society
for the Prevention of Cruelty
to Children.

ELBRIDGE T. GERRY,
President, &c.,

100 East 23d Street,
NEW YORK CITY.

0022

0023

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Charles Walter and
John A. De Rosa

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

Charles Walter and John A. De Rosa

of the CRIME OF GRAND LARCENY IN THE second DEGREE, committed
as follows :

The said

Charles Walter and John A. De Rosa, both

late of the City of New York, in the County of New York aforesaid, on the nineteenth
day of June in the year of our Lord one thousand eight hundred and ninety
, at the City and County aforesaid, with force and arms,

one stud of the value of one hundred
and ten dollars

of the goods, chattels and personal property of one

Louis Dilel

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

0024

SECOND COUNT—

AND THE GRAND JURY AFORESAID, by this indictment, further accuse the said

~~Charles Walter~~ & John A. De Rosa
of the CRIME OF CRIMINALLY RECEIVING STOLEN PROPERTY committed as follows:

The said

John A. De Rosa

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

one stud of the value of one
hundred and ten dollars,

of the goods, chattels and personal property of one Louis Bleil—
by one Charles Walter and also
by a certain ^{other} person or persons to the Grand Jury aforesaid unknown, then lately before
feloniously stolen, taken and carried away from the said Louis Bleil

unlawfully and unjustly did feloniously receive and have: the said

John A. De Rosa

then and there well knowing the said goods, chattels and personal property to have been
feloniously stolen, taken and carried 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 R. FELLOWS,

District Attorney.

0025

BOX:

405

FOLDER:

3752

DESCRIPTION:

Waxelbaum, Joseph

DATE:

07/09/90



3752

Witnesses:

James K. Murrell
Off. Clerk

duess tecum
And for panelbooks
Moses Mehrbach

#33 grand St
trip chain

76. Aufres
279 Stanton
wast. & loess

complainant

448
Thos. B. Orford

Counsel,

Filed 9th day of July 1890
Pleads, *Magistrate*

THE PEOPLE

vs.

Joseph Waxebaum

Grand Larceny Second degree.
[Sections 528, 531, Penal Code.]

JOHN R. FELLOWS,
August 18th 1890 District Attorney.

24th Dec 91

A True Bill.

[Signature]

Foreman.

August 18, 1890

Bred and convicted

G. L. 2d g

22

0027

Police Court—

3— District.

Affidavit—Larceny.

City and County }
of New York, } ss.of No. 107 Goerck Street, aged 28 years,
occupation Chandler being duly sworndeposes and says, that on the 2 day of July 1890 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:One silver watch. One gold
chain and one gold locket
of the total value of Fifty
five dollars\$55.—the property of this deponentand that this deponent
has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen,
and carried away by Joseph Maxwellbaum (nowhere) for the reasons following
to wit:— The defendant obtained
said property from this deponent
for the purpose of having the same
Examined as to its value and a-
greed to return the same or its e-
quivalent in money in the course
of an hour — He (the defendant)
has neither returned the ^{said} property or
its Equivalent and the deponent there-
fore charges that the defendant did
steal the same. The defendant furnished
the Locket and watch on the same ^{day he obtained them} for no other

Sworn to before me, this

day

1890

Police Justice.

0028

Sec. 198-200.

3 District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

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

Question. What is your name?

Answer.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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

Answer.

Taken before me this
day of July 1884

Police Justice

0029

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 *July 3* 18*90* *A. Hagan* Police Justice.

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

Dated.....18..... Police Justice.

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

Dated.....18..... Police Justice.

0030

#43

Police Court---

13

District.

1042

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Isaac Kornreich
107 107 Everett Road
Joseph Waxelbaum

Offered
Larceny

BAILED,

No. 1, by

Residence

No. 2, by

Residence

No. 3, by

Residence

No. 4, by

Residence

Dated

July 3 1890
Hogan

Magistrate.

Officer.

Precinct.

Witnesses

No.

Street

No.

Street

Benjamin Dufres 279 Stanton St
No. Alter Gattal 336 E. Houston St

\$

1000

to answer

G. S.

Own

922

POOR QUALITY
ORIGINAL

0031

H. AUFSES, 279 Stanton Street, Near Columbia Street, N. Y.		
JULY, 2 1890.	<i>Locket</i>	Dos. Cts. 4.00
<i>Maisel</i>		
<small>Not accountable for Fire, Loss, Breakage, Robbery or Moth.</small>		
<small>Rates of Interest.--On sums of One Hundred Dollars, or under, 3 per cent. per month or any fraction thereof for first six months, and 2 per cent. per month thereafter. On sums over One Hundred Dollars, 2 per cent. per month for first six months, and 1 per cent. per month thereafter.</small>		
<small>This Ticket Good for One Year Only.</small>		

H. AUFSES, 279 Stanton Street, Near Columbia Street, N. Y.		
JULY, 2 1890.	<i>Match</i> 143	Doll. Cts. 7.00
<i>Maisel</i>		
<small>Not accountable for Fire, Loss, Breakage, Robbery or Moth.</small>		
<small>Rates of Interest.--On sums of One Hundred Dollars, or under, 3 per cent. per month or any fraction thereof for first six months, and 2 per cent. per month thereafter. On sums over One Hundred Dollars, 2 per cent. per month for first six months, and 1 per cent. per month thereafter.</small>		
<small>This Ticket Good for One Year Only.</small>		

56259	
M. Mehrbach, No. 433 Grand Street, Bet. Ridge & Attorney Sts., N. Y.	
JULY 5 1890	
<i>Chapman</i> <i>20.00</i>	
<i>Berenbaum</i>	
<small>Not accountable for loss or damage by fire, breakage robbery or moth.</small>	
<small>SEE RATES ON OTHER SIDE</small>	

0032

COURT OF GENERAL SESSIONS, PART I.

----- x
: The People of the State of New York.:
: against : Before
: : Frederick Smyth
: : and a jury.
: :
: :
----- x

Joseph Waxelbaum.

Indictment filed July 9, 1890.

Indicted for grand larceny in the second degree.

New York, August 18, 1890.

A P P E A R A N C E S:

For the People,

Assistant District-Attorney A. D. Parker;

For the Defendant,

Mr. J. Osborne.

J A C O B K O R N R E I C H, a witness for the People,
sworn, testified:

I live at No. 107 Goerck Street in this city. I am an agent for a company and a peddler of jewelry. On the 2d. of July I saw the defendant while I was around canvassing for jewelry. I went into his house, No. 88 Sheriff Street, and he asked me if I sold jewelry and I told him I sold none except I got an order for cash. He told me that if I would make it a light price he would

0033

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give me an order to bring him a watch and chain and locket. I brought him a watch and chain and locket on that same afternoon at about three o'clock. He took it and told me he would go and see if it was good gold and would come back in an hour. He said he was going to take it to a jeweler and I agreed to let him have it for one hour. After he left I went out to different places and returned in an hour. On my return he was not at his house, but he had left with his brother two \$5 gold pieces to give me. I said I wouldn't take that as I wanted the entire amount. The brother told me to return in a quarter of an hour and that the defendant would then be at home. I returned; I saw the defendant. He offered me \$10; I said I wouldn't take the \$10, that I wanted my goods or the full amount. I then wanted him to give me my goods back and he said to me: "If you don't accept the \$10 you will not get anything". I purchased this jewelry from Mr. Gottlieb of No. 336 East Houston Street. I left the defendant's house and a short time later myself and Mr. Gottlieb came to the defendant's house. Mr. Gottlieb had quite a conversation with him, but the defendant refused to give up the property. We then sent for a policeman and he was arrested at about ten minutes past six. I have never seen the articles of jewelry since that time.

CROSS-EXAMINATION:

- Q You sell goods on the instalment plan ? A Yes, sir.
- Q where did you get these goods from ? A From Mr. Gottlieb.
- Q Had you bought other goods from Mr. Gottlieb ? A Yes, sir; on commission.
- Q Who was it first spoke about the jewelry ? A The prisoner at the bar spoke to me first about it. I was in the same house in which he lives selling a clock to one of the inmates.
- Q How much did he agree to pay for the watch ? A \$55 for the three articles together.

A L T E R G O T T L I E B, a witness for the People, sworn, testified:

I live at No. 275 East Houston Street and am in the jewelry business at No. 336 East Houston Street. On the 2d. day of July I sold to the complainant a chain, a silver watch and a locket. The value of those three articles altogether was about \$50. The complainant left my place and in about an hour and a half returned and asked me to go with him to the house of the defendant in Sheriff Street. I went there and he said to the defendant: "Why don't you give this man the goods or the money?" and he asked me what I had to do with it, and I told him my name was Gottlieb, that I kept a jewelry store and sold the goods to the complainant. He said he had nothing to do with me whatever. Then I went out and looked for a

policeman and I had him arrested. He told me I could not get him arrested without a warrant. There were some pawn tickets found in the possession of the defendant.

CROSS-EXAMINATION:

- Q Did you see these articles of jewelry in the premises in Sheriff Street ? A No, sir; I did not.
- Q Did you see them in the possession of this defendant ? A No, sir; I did not.
- Q Did you see the silver watch in the possession of the defendant ? A No, sir.
- Q How much was that watch worth ? A About \$11; I valued the three articles at \$50.

B E N J A M I N A U F S E S S, a witness for the People, sworn, testified:

I am a pawn broker doing business at No. 279 Stanton Street in this city. I was so engaged in the business on the 2d. day of July last. On that day I saw the defendant. He pawned a watch and locket in my store. I gave him the tickets representing the property. The tickets now shown me are the same tickets which I gave him. Among the money which I gave him there was two \$5 gold pieces.

NO CROSS-EXAMINATION.

0036

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W I L L I A M J. S K E L L Y, a witness for the People,
sworn, testified:

I am a police officer attached to the Thirteenth Precinct. I arrested this defendant at No. 90 Sheriff Street on the 2d. day of July. I asked him what he had done with the jewelry and he told me it was none of my business, that it was a business transaction and that I had nothing to do with it. I told him that this man accused him of larceny and I would have to arrest him for larceny. He wanted a warrant and I told him I needed none, and I made him come with me to the Station House. The pawn tickets which have been produced I found in his pocket.

(NO CROSS-EXAMINATION).

D E F E N C E:

J O S E P H W A X E L B A U M, the defendant, sworn, testified:

I am a tailor by occupation. I am married and have a wife and three children. On the 2d. day of July between two and three o'clock in the afternoon I met the complainant in my house. He said to me, "Will you buy a clock?" I said, "How much for the clock?" and he said "eight dollars and a half" and I told him that was too much money. He then agreed to give it to me for \$8. I agreed to pay him every week fifty cents, and I gave him

fifty cents immediately. He said to me: "It doesn't pay me to come here every week to collect fifty cents. Do you want to buy a watch and chain?" I said, "We are on a strike and I am not working every day." Then he said, "You can have it as cheap from me as from any other peddler", and then I told him to bring it. He brought two gold chains and a silver watch and a locket, and I told him to leave those goods so that I should try to find out their value. I asked him to return in about an hour. At the end of the hour I came back and returned to him one chain and told him I would keep a watch, chain and locket. We agreed at \$40 for the lot. Then I said to my wife: "Pay him on account \$10". Then my wife gave him \$5 in gold and \$5 in a bank note. I sent out for three pints of beer and then I asked him for a receipt for the \$10. He promised to come the next week to collect the installment. Two hours later he returned and told me he had made a mistake, that he was informed that I was no good and I told him, "If you don't want to trust me for the amount, I will give you your goods back", and then he said "I didn't receive any money; your wife didn't pay me". His intention was to keep the \$10 which my wife had paid him. I subsequently pawned the watch in the pawn office. I didn't pawn them until he denied having received \$10 of my money.

CROSS-EXAMINATION:

Q Do you recollect buying some goods from Mr. Rosenberg ?

0038

7

A At one time I bought a chain for my wife from him.

Q And didn't you run away to Philadelphia without paying for it ? A I had trouble in the Clinton Street Court with him and I had to go away.

Q Do you recollect getting goods from another merchant in this same way, worth \$40, and not paying ? A Never. I settled with him for what I bought.

Q In what shape did your wife pay the complainant ? A \$5 gold piece and \$5 in a bank note.

Q Did you have any money in the house at that time ? A Only that and a few cents that my wife had.

Q You took the last cent of your wife's money to pay for articles of jewelry on account ? A Yes, sir.

Q And you got arrested for that ? A Yes, sir.

Q And you were to pay the balance on instalments of so much a week ? A Yes, sir.

Q You thought that that property belonged to you ? A Yes, sir, I did as long as there was a bargain about it, and I went and pawned it.

Q Didn't you tell the officer when he asked you to show him the chain that you had made a present of it ? A No, sir; I didn't tell him anything like that.

Q Didn't you ask the officer if he had a warrant for you ? A Yes, sir.

P I L M A N W A X E L B A U M, a witness for the Defendant, sworn, testified:

I live at No. 68 Attorney Street. On the 2d.

day of July last I was in the premises No. 88 Sheriff St. in company with the defendant. The complainant came in and made a bargain with the defendant for the purchase of a clock at \$8, twenty-five cents to be paid every week. Then the complainant asked the defendant about buying a watch and chain and locket and they agreed. The complainant went out and returned in a short time with several articles of jewelry. Out of these articles the defendant selected three, paid the peddler \$10 on account and agreed to pay him fifty cents a week in instalments. Then the peddler went out and I didn't see him again after that.

CROSS-EXAMINATION:

I bought some rings of the complainant at the same time and I have got them yet. I didn't take any particular notice of the articles of jewelry which he sold to the defendant.

R O S E S C H L A N G E R, a witness for the Defendant, sworn, testified:

I live at No. 147 Ridge Street. I was in the premises of the defendant on the 2d. of July last. I saw the complainant bring in a clock and heard himself and the defendant agree as to the purchase of it. He left the place and afterwards returned bringing a watch, chain and a locket. The defendant and he agreed about these articles and \$10 was paid on the purchase. Fifty cents

a week was to be paid as an instalment.

CROSS-EXAMINATION:

I only heard that \$10 was paid. I didn't see it. I know that the complainant was there, that he left and returned in about an hour.

B E C K Y W A X E L B A U M, a witness for the defendant, sworn, testified:

I am the wife of the defendant. I live at No. 88 Sheriff Street in this city. I recollect Mr. Kornreich coming to our house on the 2d. day of July. My husband purchased some articles of jewelry from him and also a clock. After my husband had purchased the clock the complainant said: "It is not worth my while to come here every week for twenty-five cents. Can't I sell you something else?" He left the house and afterwards returned and my husband bought a watch and chain and locket. I handed over to the complainant \$10 as a first payment on account. I am certain that I gave him the \$10. It was a five dollar gold piece and a five dollar bank note. The complainant left our house and afterwards returned with another man and a policeman and had my husband arrested.

CROSS-EXAMINATION:

Q You say that this watch, chain and locket were sold on instalments? A Yes, sir.

- Q How do you know ? A This man induced us to buy them.
- Q Why didn't you give up these pawn tickets right away when your husband was arrested ? A I immediately offered the tickets, but then I got frightened when I saw that my husband was arrested and with my three children I was left alone.
- Q Didn't you deny to the officer that you knew anything about the chain or where it was ? A I told the officer where the chain was.

The jury returned a verdict of "guilty of grand larceny in the second degree".

0042

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Joseph Wixelbaum

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

Joseph Wixelbaum

of the CRIME OF GRAND LARCENY IN THE *second* DEGREE, committed as follows:

The said

Joseph Wixelbaum

late of the City of New York, in the County of New York aforesaid; on the *second* day of *July* in the year of our Lord one thousand eight hundred and *ninety*, at the City and County aforesaid, with force and arms,

one watch of the value of fifteen dollars, one chain of the value of twenty dollars and one locket of the value of twenty dollars

of the goods, chattels and personal property of one

Jacob Kornreich

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

John R. Fellows,
District Attorney.

0043

BOX:

405

FOLDER:

3752

DESCRIPTION:

Weir, Edward W.

DATE:

07/10/90



3752

Bail fixed at \$2000
P.B.M.

Witnesses;

Eva Howden

The People have not a
- vestige of evidence in
corroboration of complain-
ant's statement, nor
is there any possibility
of obtaining such
evidence. The in-
dictment can, there-
fore, not be main-
tained. It should be
dismissed, and I do
so recommend.

Dated N. Y., Sept. 24, 1890.
Edward G. Gorse

Dep. Assistant
I have examined the entire
case and concur in the above
recommendation of Mr. Gorse.
Per 1 Oct. 23^d 1890

Wm. Travers Jerome
Deputy Asst.

B.W. July 10, 1890
H90.

Counsel,
Filed 10 day of July 1890
Pleads, Not guilty

THE PEOPLE

vs.
B.

RAPE.
(Sections 278 and 218, Penal Code.)

Edward W. Wier
com 10/10/90
High

JOHN R. FELLOWS,
District Attorney.

A TRUE BILL.

Edw. Gorse

Foreman.

Per 2-6 Oct 23, 1890.

Indictment dismissed on
motion of District Attorney.

0044

0045

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK,

Police Court, 3

District.

Eva Koenig

of No. 10th Avenue + 161st Street, being duly sworn, deposes andsays, that on the 10th day of May 1890

at the City of New York, in the County of New York,

Edward W. Weir (now here) did feloniously commit an act of sexual intercourse with deponent, who is under the age of sixteen years, to wit: of the age of fifteen years and eleven months, against deponent's will, and without deponent's consent. Deponent further says that at about the hour of 3 o'clock P.M. said date, deponent was alone in the dining room of the premises occupied by this defendant's mother, at the corner of West 165th St and Audubon Avenue, where deponent was employed to do general house-work, and where this defendant, boarded with his wife and child, when this defendant came into said dining room, the other members of the family being out and deponent and the defendant being alone in said premises at the time, and pulling down the shades of the windows. Caught hold of deponent by the hands, and around the waist and forcibly dragged deponent

0046

to the dining table. and then
 dependent down on said table he
 the said defendant then got
 on top of dependent and raising
 dependent clothing, and tearing
 dependent drawers off. he the
 defendant took out his penis
 and inserting it into dependent
 vagina. he forcibly and
 against dependent most violent
 resistance ravished dependent
 and had carnal knowledge
 of dependent person.
 Wherefore dependent charges the
 said defendant with rape
 and says he may be held
 and dealt with according to
 law.

Sworn to before me
 this 24th day of June 1890 } Eva Rosinski.

P. G. Duffy
 Police Justice

Police Court, District,

THE PEOPLE, &c.,

ON THE COMPLAINT OF

vs.

AFFIDAVIT.

Dated

189

Magistrate.

Officer.

Witness,

Disposition.

0047

Sec. 198-200.

District Police Court.

CITY AND COUNTY
OF NEW YORK, ss.*Edward W. Weir*

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.

Edward W. Weir

Question. How old are you?

Answer.

24 years old

Question. Where were you born?

Answer.

New York City

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

Answer.

168th St & Audubon Av 2 Mrs

Question. What is your business or profession?

Answer.

Bookkeeper

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**Edward W. Weir*Taken before me this
day of

James J. [Signature]
Police Justice.

0048

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

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

Dated, 189 Police Justice.

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

Dated, 189 Police Justice.

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

Dated, July 1st 189 Police Justice.

0049

*2000 bail for Ex.
June 27 2.30 P.M.
June 29 9.30 A.M.
June 30 2
July 1 10. A.M.

BAILED,

No. 1, by Sarah E. H. Hall
Residence 177 E. 70th Street.

No. 2, by
Residence Street.

No. 3, by
Residence Street.

No. 4, by
Residence Street.

~~at 10 A.M. to court~~

14143
Police Court---

1073

District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Oru Roemlein
Edward W. Wein

2
3
4

Offense

Dated, June 24 1890
Luffy Magistrate.
Matt. M. Sherry Officer.
32 Precinct.

Witnesses

No. Street.

Street.

No. Street.

\$ to answer

Filed 2 July 1890
bail for

0050

July 8190

Peoples

us:

Edna L. W. Wier (168th St + Anderson Ave.)
Bookkeeper at Union SS. Line Office, Bowling Green

Eva Romikine residing at 161st St
+ 10th Ave (N.W. Co.), daughter of John
and Olga Romikine, says she was
16 years of age on July 20th 1890.
That on May 10th 1890 she was em-
ployed as a servant in the family
of Mrs. Rhonda L. Wier at 168th St +
Anderson Ave. the ~~defendant's~~ mother
of defendant. That ^{and his wife + child} Defendant ^{was}
at that time ^{living with} his mother.

That on said May 10th 1890 the def's
mother, three sisters and two children
went about 10:30 AM went to the
Lutheran Cemetery to visit the
father's grave and were to return
and did return at 5:30 P.M. The
def't left in the morning and told
them he would return at same
time. The Depovent says she was
left alone in the house. That
def't came home about 2 P.M.
she rang down stairs bell, and
let him in, he asked if his wife
had gone with the others. She

2:55 PM.

him she took, he went up stairs
 stood there a very few minutes
 then came down stairs to dining
 room where I was just about
 dusting the sewing machine.
 He locked the dining room door
 after him, I saw him do so, and
 thought it strange, I moved
 behind the machine, he came
 directly in as I was ^{passing the window} I
 took hold of both of ^{my} hands, held
 them together with one of his
 and with other hand pulled
 down the shades, I was dazed
 after that was done he put
 his other arm around my
 waist, I tried ~~away~~ to get away
 and asked him what he meant,
 he said he wanted to tell me
 something, the dining room table
 was near the machine, he got
 my back against the table, he
 then ~~impaled~~ ^{impaled} me, and I fell back
 on the table, ~~then~~ I kicked and
 screamed, my head struck
 the table and I became un-
 conscious, My drawers were closed
 in front and buttoned on the side

pulled me up on
 table and
 he got up on
 table, got on his
 knees, he un-
 buttoned his pants
 below, forced my
 legs apart

when I became conscious, I
 found myself lying on the
 table, my ~~skirt~~ undershirt
 were torn, and my drawers
 were torn from the band and
 button holes torn out, my
 knees felt stiff, felt sore in
 my privates, there was a good
 deal of blood on my drawers
 and skirt. The next day of
 left he looked in the dining
 room and laughed, and ~~and~~
~~and~~ said if any of
 his folks came in, to tell them
 he went to be a game, was gone
 about fifteen minutes, came back
 I was sitting at dining room table,
 he came into dining room, took
 some and read paper, then
 the family came home about
 half past five. The next day
 in the afternoon I was in kitchen
 he came in, he said to me, if
 I get a couple thousand dollars
 will you come away with me?
 I did not answer, ~~nothing was~~
~~said again~~ on decoration day,
 he then asked me to meet him

Between this and
 decoration day, he
 said I was if you do
 not come around
 all right, my wife
 has some money
 up stairs and dress
 give you some,
 my wife comes here
 4 or 5 times by this
 time if she was
 not taken care of.
 He told me not
 to be so obstinate

on the other side of the new bridge
 I said to him "Oh Weir what do
 you think I said". Several days
 after he said if I had come
 over the bridge it would have
 been the last of me; also said
 if I said I was to tell of any
 thing about his people he would
 kill me, and himself. He said
 you would not go back on an
 old friend, and don't ever
 tell anything. I said do not
 to him of it, he laughed. His
 wife came down stairs about
 that time and he went out.
 About four weeks ago I told
 (saffron) the wash woman about
 it, and she told me to tell his
 mother. ~~She also said~~ I
 did so that night (Wednesday) I
 did not get out until Sunday fol-
 lowing when I told my mother.
 Before I went back I told Mrs. Rhoda
 Weir I was going to tell my mother.
 She took up the carving knife, and
 said she would cut my heart
 out if I dared tell and make
 any disturbance in her family.

I said nothing. I left this ser-
 vice that day. On Monday fol-
 lowing I told Capt Leavright
 32nd Precinct, and on Tuesday morn-
 ing went to the same Police Court
 made a complaint and left
 was arrested that day. He was
 released by Capt. H. H. Hall, a teacher
 in the same College. Detective
 Mr. Sherry advised me to hire
 a lawyer, and accompanied me to
 Mr. Thompson, who did so, and
 paid him \$10.00. He said
 his fee would be \$25.00. The case
 came up on Friday June 1890
 Thompson was there, representation
 was adjourned until Sunday
 June 22nd 1890, case was adjourned
 to have me examined by a Doctor.
 A few days after, was examined
 by Drs. Ward & Youngling ~~relatives~~
 The case was adjourned several
 times, and finally came up on Monday
 June 30th 1890, Thompson was not
 there. The mother and sister gave
 some testimony Judge Duffy said
 I have made up my mind, and
 dismissed case.

0055

DR. GEO. S. YOUNGLING,
446 W. 37TH STREET,
NEW YORK.

Henry Hartman Esq.

Dear Sir
I regard to Mrs. George Kronglin
I did make a thorough
examination in the presence
of the Grand Jury gave
testimony before Justice Duffy
some time since there is not
the slightest doubt in my
mind of the truthfulness of
her story which was very straight
forward. The examination of the
person confirmed my opinion
in my opinion she was pure
and virtuous till the time of
the outrage when we examined
we found the facts to be that
of a low girl and the

0056

DR. GEO. S. YOUNGLING,
446 W. 37TH STREET,
NEW YORK.

2

evidences of the assault still
plainly apparent. The hymen
was of the uniform variety,
was lacerated and torn through
penetration had no doubt
taken place the external
organs were normal & indicated
those of a person who had
not been subject to Coitus
or Masturbation the vagina
was that of a virgin in
fact both Dr. Ward and
myself feel satisfied in
all respects - I should be
very pleased to talk the
matter with you and I would
give you all the information
I know regarding the case
could I call on you
often

0057

If you will appoint time
and place I will gladly
meet you. Medical evidence
should be unbiased and
unprejudiced and so I was
not I take an interest
in this girl and would
like to see justice upheld
and her good name vindicated
hoping to have the honor
of seeing you as of being of
service in this a just cause

I am
Very truly Yours
Geo. Youngling M.D.

0058

Sec. 192.

5 District Police Court.

Undertaking to appear during the Examination.

CITY AND COUNTY } ss.
OF NEW YORK,

An information having been laid before P. G. Ruffey Esq. a Police Justice
of the City of New York, charging Edward W. Weir Defendant with
the offence of Rape

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

We, Edward W. Weir Defendant of No. 168 St
Street & Anderson Street; by occupation a Bookkeeper
and Sarah E. H. Hall of No. 177 E. 9th
Street, by occupation a Teacher Surety, hereby jointly and severally undertake that
the above named Edward W. Weir Defendant
shall personally appear before the said Justice, at the 5 District Police Court in the City of New York,
during the said examination, or that we will pay to the People of the State of New York the sum of Twenty
Hundred Dollars,

Taken and acknowledged before me, this 25

May 1911
[Signature]
POLICE JUSTICE.

Edward W. Weir
Sarah E. H. Hall

0059

CITY AND COUNTY } ss.
OF NEW YORK, }

Sworn to before me this

25

day of *March*
1881
at *New York*
City
Justice.

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

Unit no 177 E 70th St

Worth \$11,000 free and clear
Sarah E. H. Hall

District Police Court.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

vs.

Undertaking to appear
during the Examination.

Taken the day of 188

Justice.

0060

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

THE PEOPLE OF THE STATE OF NEW YORK,
against

Edward W. Weir

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK, by this
indictment, accuse *Edward W. Weir* —
of the CRIME OF RAPE, committed as follows:

The said *Edward W. Weir*, —
late of the City of New York, in the County of New York aforesaid, on the
twentieth day of *May*, in the year of our Lord one thousand
eight hundred and ~~eighty~~ *ninety*, at the City and County aforesaid, with
force and arms, in and upon a certain female not his wife, to wit: one *Eva*
Roendlein, — then and there being, wilfully and,
feloniously did make an assault, and her the said *Eva Roendlein*,
then and there, by force and with violence to her the said *Eva*
Roendlein, against her will and without her consent, did wilfully
and feloniously ravish and carnally know, 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 *Edward W. Weir* —
of the CRIME OF ASSAULT IN THE SECOND DEGREE, com-
mitted as follows:

The said *Edward W. Weir*, —
late of the City and County aforesaid, afterwards, to wit: on the day and in the year
aforesaid, at the City and County aforesaid, with force and arms, in and upon a certain
female not his wife, to wit: her the said *Eva Roendlein*, then
and there being, wilfully and feloniously did make another assault, with intent her the
said *Eva Roendlein* against her will and without her consent, by
force and violence, to then and there wilfully and feloniously ravish and carnally know,
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 *Edward W. Wein* —
of the CRIME OF RAPE, committed as follows:

The said *Edward W. Wein*, —
late of the City and County aforesaid, afterwards, to wit: On the day and in the year
aforesaid, at the City and County aforesaid, with force and arms, in and upon a certain
female not his wife, to wit: her the said *Eva Roendlein*, then
and there being, wilfully and feloniously did make another assault, and an act of sexual
intercourse with her the said *Eva Roendlein*, —
then and there wilfully and feloniously did commit and perpetrate, against the will of the
said *Eva Roendlein*, and without her consent; 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.

FOURTH COUNT—

AND THE GRAND JURY AFORESAID, by this indictment, further
accuse the said *Edward W. Wein* —
of the CRIME OF ASSAULT IN THE SECOND DEGREE, com-
mitted as follows:

The said *Edward W. Wein*, —
late of the City and County aforesaid, afterwards, to wit: On the day and in the year
aforesaid, at the City and County aforesaid, with force and arms, in and upon a certain
female not his wife, to wit: her the said *Eva Roendlein*, —
then and there being, wilfully and feloniously did make another assault, with intent, an
act of sexual intercourse with her the said *Eva Roendlein*, —
against her will and without her consent then and there wilfully and feloniously to commit
and perpetrate, 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 R. FELLOWS, *District Attorney*.

0062

First COUNT:—

AND THE GRAND JURY AFORESAID, by this indictment further

accuse the said Edward W. Wein —

of the CRIME OF RAPE, committed as follows:

The said Edward W. Wein.

late of the City and County aforesaid, afterwards to wit: on the day and in the year
aforesaid, at the City and County aforesaid, with force and arms, in and upon a certain
female not his wife, to wit: her, the said Eva Roemlein,
then and there being, wilfully and feloniously did make another assault, she, the said
Eva Roemlein being then and there a female under the
age of sixteen years, to wit: of the age of fifteen years; and the said
Edward W. Wein — then and there
wilfully and feloniously did perpetrate an act of sexual intercourse with her, the said
Eva Roemlein —, 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 R. FELLOWS, *District Attorney.*

0063

BOX:

405

FOLDER:

3752

DESCRIPTION:

Wells, Charles M.

DATE:

07/01/90



3752

0064

BOX:

405

FOLDER:

3752

DESCRIPTION:

Hamm, Henry

DATE:

07/01/90



3752

0065

POOR QUALITY
ORIGINAL

Witnesses;

[Handwritten signatures]

Bail fines at
H. C. O. on their
direct. for Harrison
[Signature]

No 2 - Bail marked on other Indictment.
" 1 " " " " "

For my recon-
-sideration see
inside of I. O. B.
June 27/93 A. D. C.

468.

Counsel,

Filed

day of

18

Pleads,

THE PEOPLE

vs.

Charles M. Wells

and

Henry Stamm

[2 cases]

JOHN R. FELLOWS,

District Attorney.

No 2 ad at aft as per check

[Handwritten signatures]

A True Bill.

Francis Higgins

Foreman.

[Handwritten signatures]
Bail Discharged

0066

TORN PAGE

Know all men by these presents, that
 Chas W. Wells of 605 Marcy Ave and Ella
 M. Thomsen of 69 N. 1st Ave are jointly and
 severally held and firmly bound unto
 The Couper Milling Company in the sum
 of Two Thousand Dollars lawful money of the
 United States of America to be paid unto
 the said Couper Milling Company its
 successors or assigns for which payment
 well and truly will be made we bind
 ourselves, our and each of our heirs,
 executors, administrators firmly by these
 presents.

Sealed with our seals. Dated the
 18th day of the December 1889 the conditions of
 the foregoing bond are such that should
 Charles W. Wells of 605 Marcy Ave ⁷¹⁴ who is about
 to enter the employment of the above named
 Couper Milling Company as a ^{Manager} salesman
 to faithfully and honestly account for and
 pay over to said Couper Milling Company
 all money by him received during such
 employment upon any account whatsoever
 and a just and true account to said
 Company make of all matters and things
 touching such employment, then this
 bond to be void otherwise to remain
 in full force and effect.

0067

In witness whereof the parties hereto
have interchangeably set their hands and
seals the 18th day of December 1889.

Sealed and delivered in the presence

of
Witness

A. E. Wright
#33 Lynch St.
Bklyn

Chas. W. Wells.
Ella M. Thomson.

0068

John Cruph Milling Co
re
bills

Aug 13/90

0069

Anderson Matt

5^e Ave & 3^d St.

Brooklyn

(Had previously been 7. Operated a store in 66. under name of M. Armstrong & owes us still a bill of \$53⁵⁰ Dec 29)
 Wells instructed one of our Salesmen (Mr. Driver) to call & get order from Anderson. Driver called & got the order. goods were delivered Mar 3 190. Salesman called again Mar 15 got paid \$26²⁵ took another order. Salesman noticed Anderson was sending invitation to Wholesale house to call. but Wells gave Anderson high character standing. The picked parcel of goods \$77²⁵ was delivered on 20th Mar. show the 25^e Wells gave Dr. Alexander the A/C to collect Dr. Alexander took a ~~just~~ for collection Mar. 25.

Interview with Wells Aug 7

Wells says he & a J.B. Wendell of 685 Metropolitan St bought the store subsequently selling it to Dr. Alexander who put in Matt. Anderson as principal proprietor and Abram Berov as assistant. As far as goods came into the store they were removed at night by Anderson's wagon (with double ply boards) & delivered to wagon sent by Alexander to meet them at Jersey side of ferry (generally by a man named Bugeln) taken to Alexander store at Englewood and Induff. When the game was about played out Alexander made out B/S form of Kamenberg (assistant to Mandelbaum auctioneer 121 Livingston St) then got Bushman Bros to place their A/C in his hands for collection. got out an attachment but when Sheriff ^{*Goodhue} came Berov acting for Kamenberg presented B/S. & claimed the stock & fixtures. and Alexander reported to Bushman Bros that he was too late.

J.B. Wendell of Brooklyn is a straight man - an auctioneer opposed to Alexander.

Abram Berov is in Jefferson Market civil Court & is in Alexander's hands. Andrew — is Alexander's office boy & knows Anderson & the whole transaction.

Anderson is now with Alexander at Three Ceil with face-hand played off.

0070

Wolfgang 280 Ave A.

Order given in by Maxim Oct 7 for 50 Brls
Alpha at 520 Wolfgang to take delivery.

Subsequently entry changed to 520 Ave to deliver to
237 Broom St. (which is a store of Mandelbaum's)

Wells told bookkeeper this was a 1. After Wells and
we found on a statement in his desk that Alex had judgement
out of this in pencil as a memo.

Interview with Wells Aug 7

Wells said that Alex had taken out a judgement execution
on Wolfgang ten days before delivery of flour.
Alexander sent up Ladner's trucks for the flour.

note

(this is not so as Laron delivered the flour and have the
receipt signed Wolfgang)

Wells said flour was taken to Canal St. while we have it
Broom St.

Mandelbaum or his assistant Kamenberg sold the flour
shaded over proceeds to Alexander.

Wells declares that Alexander man Bell collected \$80
on fall of Ph. Wassers fixtures but never turned it in to us.

Wells says that Hy Schmidt 3 Ave (713)

was known to that Alexander put up the money

Wells sold a parcel June 89 - \$30. In Oct 89

entered that he knew where the man was & would collect it.

From this store Wells said Alexander carried the goods away
to Brinkweeder's store in 49 St which he also owned.

Melchior who succeeded Brinkweeder W 49.

was bought by Wells.

Wells now says the store was owned by Alexander who put
in a boy named Melchior to manage it.

this store was subsequently sold by Alex to an auctioneer named
Strauss 71 St & Ave A.

0071

Anderson Mall.

5th Ave. & 3rd St

Brooklyn

subsequently opened stores

0072

MEMORANDUM

THE COUPER MILLING CO.,
MILLS: TARRYTOWN, N. Y.

OFFICE & STORES:
24 & 25 Manhattan Market, W. 34 St., New York.
Tarrytown, N. Y., July 10 1890

Fancy and High Grade Flours.

PP

If possible get Wells to state in writing that he had sold two previous lots of flour from Hammond to the three Connor the last lot was not paid Connor threatening to oppose Wells. Also how Connor forced him (Wells) to take on our a/c a mortgage for money owing us he Connor knowing that it was a third mortgage this representing it as placed under threat of opposing Wells. Wells pays Hays advanced money for Hammond to Wells paid him back out of money stolen from us. Wells also pays he provided the plunder (1800) with Alexander giving him \$40.

McCoy

0073

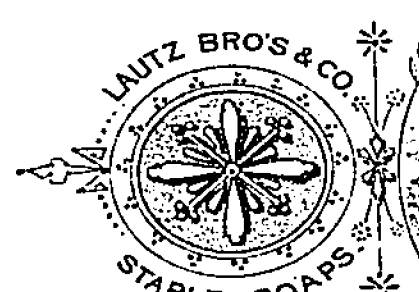
BRANCH OFFICES.

NR 104. 12 FREMONT ST. SAN FRANCISCO, CAL

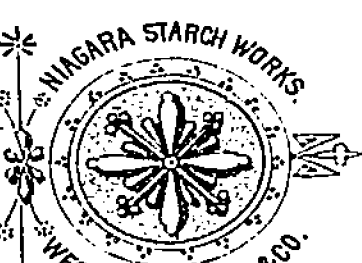
H. Adam-Lautz

Char-Lautz

Fred. Co. M. Luntz



No: 24, 26, 28, 30, 32, 34, 36, 38, 40, 42 & 44 Hanover St.
35, 37, 39 & 41 Lloyd Street.



PUARE BOUNDED
BOND ADDITION 2.10RD STS

COR. HANOVER & LAKE STS.
BUFFALO.

MANZ BROS & CO.

Russell N. W. Dec. 28, 1900.

Journal of Interpersonal Violence

1. *Journal of the American Medical Association*, 1997; 277: 1033-1038.

1. *Journal of the American Medical Association*, 1990; 263: 2761-2765.

[illegible]

0074

POOR QUALITY
ORIGINAL

BRANCH OFFICES.

NO 50 HARRISON STREET, NEW YORK.

NO 13 & 15 SOUTH FRONT STREET, PHILADELPHIA.

NO 30 & 32 FREMONT ST. SAN FRANCISCO, CAL.

Adam Lutz

Char. Lutz

Frank C. McIntz

LUTZ BROS & CO.

STAPLE SOAPS

NO 24, 26, 28, 30, 32, 34, 36, 38, 40, 42 & 44 Hanover St.
35, 37, 39 & 41 Lloyd Street
BUFFALO

ESTABLISHED 1853

COR. HANOVER & LAKE STS.
BUFFALO

NIAGARA STARCH WORKS

WES LUTZ BROS & CO.

SQUARE BOUNDED BY
ONEIDA, BOND, ADDISON & LORD STS.

WORKS AT BUFFALO, N. Y.

LUTZ BROS & CO.

Buffalo, N. Y. June 23, 1880.

COMPTON FILM CO.,

NEW YORK.

Gentlemen:

We have perused the statement of Mr. Wells in regard to the accounts of the Compton Film Co. which we would say that the liquidation of our New York office & the accounts of the same were closed on August 1st, 1879. As soon as the balance of Mr. Wells' statement of uncollected accounts was sent to the very order in replying to these statements and inquiries concerning them, the accounts would be returned by him marked "Sold out by the sheriff." Upon further investigation, we found a great many of these parties had never existed - fictitious accounts. There are still several accounts contracted during Mr. Wells' time which we have been unable to collect. There is still an a/c of Mrs. A. Minor - \$114.73 - in dispute, also one of Mrs. J. Massey & Co., Jersey City - \$278.72 - charged on the books just to-

0075

more reliable than is claimed, for which the parties positively assert, that they never deceived the people.-

Should be glad to render you any assistance in the matter.

WOMEN IN THE 1970s

Young & Rubicam
Langston

0076

Bought of Sonn Brothers,

Importers and Dealers in Fancy and Staple Groceries,

365, 367 & 369 Washington St., 83 & 85 North Moore St., and 384 Greenwich St.

TERMS,

50 lbs Powd. Sugar, bag
 50 lbs (Milk) " "
 15 lbs T X X Powder " 56
 1 tub Lard 659 57
 1 tub Butter 671
 1 Pail Mince Meat 38
 1 Currant Jelly 30
 1 B. Val Raisins 33 28
 1 Pail Cranb. Jelly 30

7 1/8
 6 3/8
 7 1/2
 6 1/4
 1 1/2
 7 1/2
 5
 8 1/4
 6

3 79-
 3 20-
 1 88-
 3 50-
 6 84-
 2 85-
 3 80-
 1 80-
 1 80-



Sent to 998 De Kalb Ave
 oklyn

0077

J. R. COUPER, President.

A. G. MOWBRAY, Supt.

THE COUPER MILLING
MILLS:
TARRYTOWN, N. Y.

Offices, 24 & 25 MANHATTAN MARKET,
ALPHEUS 405 WEST 34TH STREET.

New York City,

Aug 7 1890

Mr. Parker

District Attorney
Dear Sir

Re Wells & Hammond

The name of the truckman
who took the load of flour to the Jersey R.R.
instead of to Hammond & Co. is

Wm. Carter 45 Garnett St. So Brooklyn

He cannot find any receipt for
the due delivery of this flour. This we have
a receipt book. The last page of which seems
gone & the previous page is dated Feb 10.
Possibly the driver may be able to throw
some light upon the kind of receipt
he got

Yours truly

J. R. Couper

Enclosed find statement for Hammond & Co.

0078

IT IS REQUESTED THAT THE AMOUNT OF THIS BILL BE PROMPTLY SENT TO THE OFFICE IF NOT PAID TO THE COLLECTOR WHEN PRESENTED.

TELEPHONE CALL, 478 BEDFORD.

OFFICE HOURS:
8 A. M. TO 5 P. M.

BILLS DUE WHEN PRESENTED.

CONSUMERS ARE REQUESTED TO GIVE IMMEDIATE NOTICE AT THIS OFFICE,
UPON REMOVAL OR DISCONTINUANCE OF THE USE OF GAS.

LIGHT SHOULD NOT BE TAKEN WHERE AN ESCAPE OF GAS IS PERCEPTIBLE.

Mo G. Brown

To THE NASSAU GAS LIGHT COMPANY, Dr.

OFFICE, No. 191 ST. JAMES PLACE, BROOKLYN, N. Y.

PAGE *17211*

PREMISES *995* DE KALB AVE.

FOR GAS CONSUMED FROM *March 3*

PRESENT STATE OF METER,

PREVIOUS " " " *46 00*

46 00 @ \$1.60 PER THOUSAND FEET.

TO *March 22 1890*

7.36

RECEIVED PAYMENT FOR THE COMPANY,

PRESENTED *1*

W. M. Duff
4/4/90

CONSUMERS WILL PLEASE GIVE IMMEDIATE NOTICE AT THE OFFICE OF ANY IRREGULARITY IN THE FREE FLOW OF GAS

0079

MEMORANDUM FROM

W. M. Tompkins

C. J. G. HALL, COUNSELLOR AT LAW,

261 BROADWAY,

NEW YORK,

June 24, 1890.

To

John R. Cooper

24 & 25 Manhattan Market
West 94th St

Dear Sir:

Have you seen Mrs. Wells relative to the assignment of her "bid" on property foreclosed in your case against Stork?
I wish it might be done so I could close up the matter with the referee and get title to the property ^{for good}. Can she not call and see me? I think her husband will instruct her to assign the "bid".

Respectfully

Wm. M. Tompkins

0080

STATEMENT.

J. R. COUPER, President.
A. G. MOWBRAY, Supt.

New York City, Aug 7 1890

Messrs. W. H. Hammond & Co

697 Delaware St. N. Y.

The Couper Milling Co., Inc.

TARRYTOWN, N. Y.

OFFICES:
24 & 25 Manhattan Market,
WEST 34TH STREET.

1890

To Bill of This Date.

Jan. 22 6 bbls. Blue Alpha
168 lb Red. "
5 bbls. Arlington
1 - Rye
1 - Oats
1 - Barley
1 - Salt.

525
525
490

31 50
10 50
24 50
36 5
4
1 40
1 30

76 85

Jan 29 1 bbl Pearl Meal
1 - Oats

3 60
4

7 60

84 45

Mar. 1 Dry. Check Wells.

84 45
84 45

84 45

IF NOT CORRECT TO
IMMEDIATELY.

Feb. 11 30 bbls. Red Alpha 505

151 50

0081

City Court of New York.

The Couper Milling
Company, Plaintiff,
against
Charles M. Wells,
Defendant

City and County of New York ss.

John R. Couper being duly sworn
says that he is president of the plaintiff
that plaintiff is a domestic corporation
having its ~~principal~~^{an} office at Manhattan
Market, New York City, organized and
existing under the laws of the State of
New York: that the above named
plaintiff
defendant at various times between
April 1st and May 9th, 1890, sold and
delivered to said defendant at the
special instance and request of
the latter goods and merchandise
of the agreed value of \$137.40; that
plaintiff is entitled to recover from
defendant on account of said sales
the sum of One hundred and twenty-
seven & $\frac{40}{100}$ dollars ^{with interest from} (\$127.40) ¹⁸⁹⁰ over and
above all counterclaims known to
plaintiff or to defendant; that deponent
has been personally acquainted with

said defendant for the past year and that said defendant is not a resident of the city of New York and has not an office within said city where he regularly transacts business in person, that said defendant resides at 605 Marcy Avenue, Brooklyn, N.Y.: that a summons has been issued in an action to recover said sum a copy of which is hereto annexed: that no previous application for the warrant now sought has been made to any court or

judge. that the said sum of \$27.40 has been duly demanded and is now due and owing to plaintiff from defendant and entirely unpaid.

Therefore deponent prays that a warrant of attachment against the property of the said defendant may be granted.

Sworn to before me
this 20th day of June
1890

J. R. Couper

Abraham Weilb
Notary Public No 71
New York County

City Court
of
New York

The Empire
Building
Company

vs
Charles M. Wells

affidavit on
attachment

Esselstyn, Ketcham & Safford,
Plaintiffs, against
35 Wall St., New York.

0084

697, DE KALB AVENUE, NEAR MARCY AVENUE, BROOKLYN.

Feb 15/90

Dear Sir:-

Yours received.
We'll call 10 am.

Monday
FEB 16-90
5-1 P
N.Y.

YOURS TRULY,

W. H. HAMMOND & CO.,

0085

NEW YORK.

June 5. 1860

Dear Sir

The name of that
drug firm is Fagell & Co.
formerly Fagell, Marsh
& Gardner, Maiden Lane
I could not find out how he
behaved there Yours J.W.

0086

STATEMENT.

J. H. COOPER, President.
A. G. HOWBRAY, Supt.

New York City, June 19 1890

Mr. John H. Hilmer

The Cooper Milling Co., D. P.

TARRYTOWN, N. Y.

OFFICES:

24 & 25 Manhattan Market,

WEST 34TH STREET.

May 27
June 13

To Bill of This Date.

June 16 by Cash

IF NOT CORRECT NOTIFY
US IMMEDIATELY.

55.
62 30
117 30

25.
92 30

0087

STATEMENT.

J. R. DUPER, President.
A. G. ROWBRAY, Supt.

New York City, July 1 1890

Mr. W. H. Hammond, Esq.

For cash only

697 Seventh Ave New York

To The Colver Milling Co., Dr.

TARRYTOWN, N. Y.

OFFICES:
24 & 25 Manhattan Market,
WEST 34TH STREET.

1890
Feb. 11 30 bbls. Red alpha 505

To Bill of This Date.

15150

IF NOT CORRECT NOTIFY
US IMMEDIATELY.

0000

J. R. COOPER, President.
A. G. MOWBRAY, Supt.

STATEMENT.

New York City, June 19 1890
Mr. B. M. Brown former 998 1/2 St.

642 1/2 West Ave
The Cooper Milling Co., D. F.

TARRYTOWN, N. Y.

OFFICES:
24 & 25 Manhattan Market,
WEST 34TH STREET.

1890		To Bill of This Date.		
March	3			50.05
	18			61.95
	28			48.55
Apr.	4			42.30
	16			31.80
	29			8.60
May	9	IF NOT CORRECT NOTIFY US IMMEDIATELY.		55
				2542.5
March	20	By Cash		15.05
	28			10
Apr	4			25
May	1			25
	13			25
	26			16.80
June	16			10
				126.85
				127.40

On June 16 ...
to enter that he had ...
a hundred ... per week.

0089

J. R. COOPER, President.
A. G. POWBRAY, Supt.

STATEMENT.

New York City, June 19 1890
Messrs. W. H. Hammond & Co.

697

The Copper Milling Co., D. P.

TARRYTOWN, N. Y.

OFFICES:

24 & 25 Manhattan Market,
West 34th Street.

Jan 22 To Bill of This Date.
Feb 29 11

March 1 By Cash

70 85
157 60
2359 5
8445
15150

IF NOT CORRECT NOTIFY
US IMMEDIATELY

City Court of New York.

The Cooper
Milling Company
against
Charles M.

City and County of New York ss.

John R. Cooper being
duly sworn says that he is
the President of Plaintiff;
that on the 20th day of June
1890, the above defendant ad-
mitted to him that he was
a member of the firm of
"Hammond & Company" referred
to in the accompanying af-
fidavit of Lindley C. Cooper;
and yet expected to pay all their
debts: ~~that he~~

sworn before me
this 20th day of June
1890.

J. R. Cooper

Clerk of the Court
W. P. & Co., of New York, Co.

0091

Wells.

July 7

Owes Croydly with Hammer.

Hammered 11.

151.50

" as on Braun

127.40

Embryled on Hilmer, Mc

30.00

Her. Hoje

26.50

Louis Giesler from brick

16.65

proceeds sale of Ginsberg

51.15

73.15

" " Kate Bauman

5.00

private sale Kriesler

37.50

93.65

166.80

445.70

Guaranteed Hulse' Mc

31.30

Owes via private Mc

35.

from which he paid to auctioneer

23.50

89.80

Collected on Horse

Mc Hilmer's pitze #20

obtained from Cashier on false pretense

Mc Connor

\$ 180.00

180.

We have reason to believe that

A Wolfing 280 Ave a.

Matt Adler 5 Ave 3 St Bldg

Armstrong 223 West 66 St

Miche 244 West 49

Hy Hermann 7 Tinsyth St

Hy Schmidt 713 3 Ave

\$265.00

77.25

53.00

61.00

116.25

30.00

622.50

\$1248.20

Wells stopped on street
 151.50 to Hammered 11 & gave him only to deliver the
 him again & took back receipt gave him original papers for Hammered 11.
 This plan was sent to Alex from England to C. Stal-

0092

J. R. COUPER, President.

A. G. MOWBRAY, Supt.

THE COUPER MILLING
MILLS:
TARRYTOWN, N. Y.
Offices, 24 & 25 MANHATTAN MARKET,
WEST 34TH STREET.
ALPHA FLOUR
New York City, 189

0093

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,
against

Charles M. Wells

The Grand Jury of the City and County of New York, by this indictment, accuse
Charles M. Wells
of the CRIME OF *Grand* LARCENY, in the second degree, committed
as follows:

The said *Charles M. Wells*,

late of the City of New York, in the County of New York aforesaid, on the
~~twenty-fifth~~ day of *February*, in the year of our Lord
one thousand eight hundred and eighty ~~eighty~~ *ninety* at the City and County aforesaid, being
then and there the clerk and servant of *a certain corporation*

known as the Tupper Milling Company

and as such clerk and servant then and there having in his possession, custody and control
certain moneys, goods, chattels and personal property of the said *corporation* -

the true owner thereof, to wit: *the sum of one hundred*
and ninety dollars in money, lawful
money of the United States of
America and of the value of one
hundred and ninety dollars.

the said *Charles M. Wells*, afterwards, to wit:
on the day and in the year aforesaid, at the City and County aforesaid, with force and arms,
did feloniously appropriate the said *sum of money*

to his own use, with intent to deprive and defraud the said *corporation* -

of the same, and of the use and benefit thereof; and the same moneys, goods, chattels and
personal property of the said *corporation* -

did then and there and thereby feloniously steal, 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 R. FELLOWS,
District Attorney.

0094

This Indictment was found July 1890

The whereabouts of the complainant
cannot be found - neither the whereabouts
of Lindly Cook Lindly Cooper nor
Mr. Schiffer the other two witnesses

I ask that the defendants be
discharged on their own recognizance

June 29th 93

G. F. B.
A. D. A.

466, 1 CMC C

Counsel,

Filed

1 day of July 1890

Pleads,

Atty Genl

THE PEOPLE

vs.

B

Charles M. Wells

[2 cases]

(Sections 528 and 531 of the Penal Code.)
Larceny, 2nd degree
(MISAPPROPRIATION.)

JOHN R. FELLOWS,

District Attorney.

A TRUE BILL

Wm. H. Higgins
Foreman.

June 27/93

1 Bail

Discharged

Witnesses:

Lindly Cooper

Lindly Cooper

I am sworn on

the indictment for

larceny at

2000 - 22

Aug 29/90

Henry Martin

He is known

True

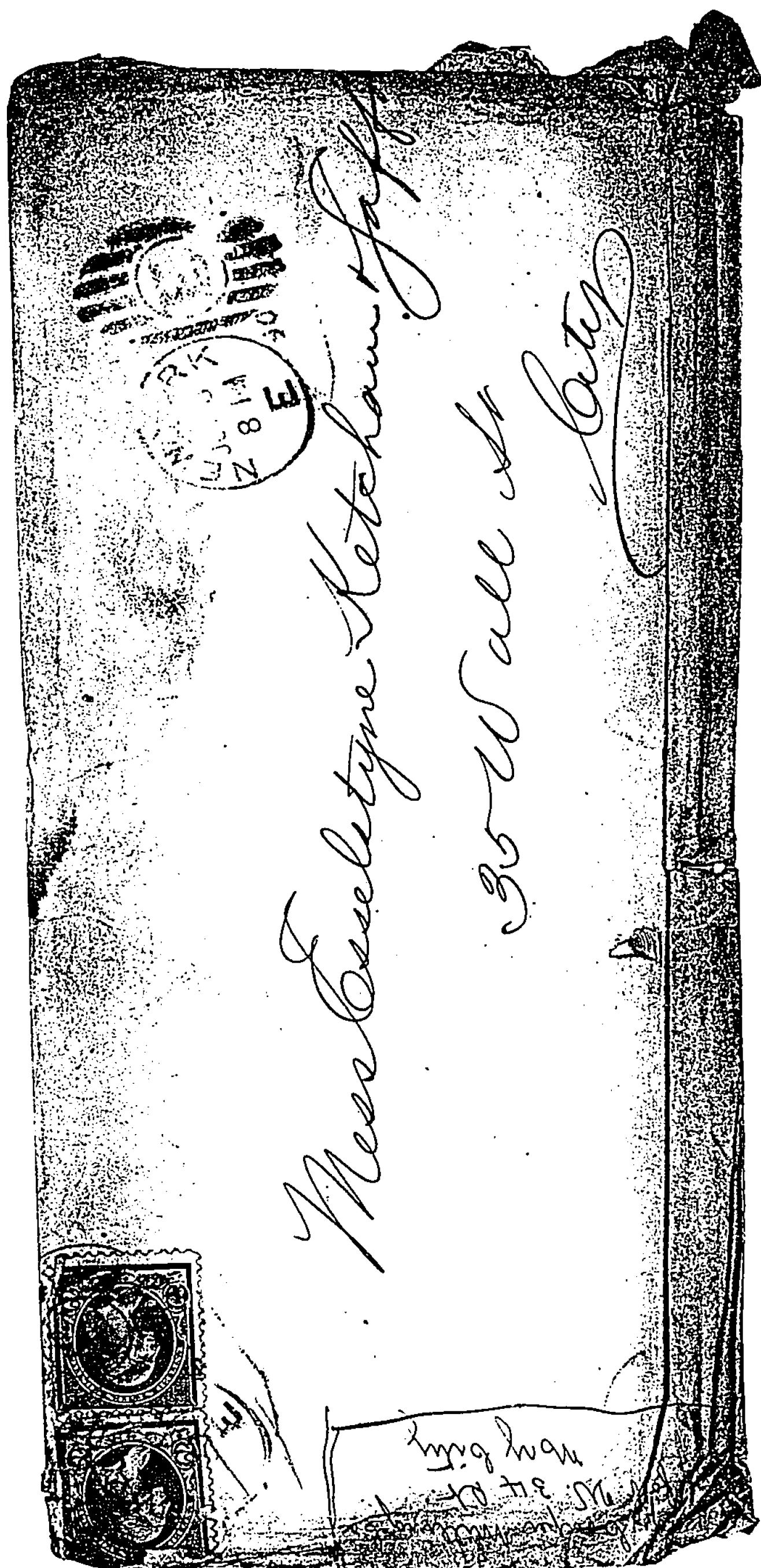
By Henry Campbell

94 Madison St.

For my recognition

See inside. G. F. B.

0095



0096

We wish to find out from
Adam what acts are good or what
bad ~~to~~ from whom he has
collected. Also what monies he
has paid wells which wells has
not turned in J. B. Bump

0097

DIRECTIONS.

The Grand Jury Rooms are in the third story of large brown stone Building in Chambers Street, near Centre Street, adjoining the New Court House in the Park.
When you arrive at the witness room, hand this Subpoena to the officer or Clerk at the desk.

[SEE OTHER SIDE FOR OTHER DIRECTIONS]

SUBPOENA FOR A WITNESS TO ATTEND THE GRAND JURY OF THE COURT OF GENERAL SESSIONS.

In the Name of the People of the State of New York,
To *John R. Couper*
of No. *405 West 29th* Street. *Ask to see Mr. Bedford 4 o'clock - M.*

YOU ARE COMMANDED to appear before the Grand Jury of County of New York, at the Grand Jury Room, in the third story of the Sessions Building, adjoining the New Court House in the City Hall Park, in the City of New York, on the *16th* day of *June* 189*3*, at the hour of 10½ in the forenoon of the same day, as a witness in a criminal action prosecuted by the People of the State of New York, against *Henry Harum*

Dated at the City of New York, the first Monday of *June* in the year of our Lord 189 *3*

DE LANCEY NICOLL, District Attorney.

0098

Court of General Sessions.

1714

THE PEOPLE

vs.

Henry Hamm et al

City and County of New York, ss.

Jo. H. Shannon being duly sworn, deposes and says: I reside at No. 217 Mulberry Street, in the City of New York. I am a Subpoena server in the office of the District Attorney of the City and County of New York. On the 15th day of June 1893 I called at 405 West 29th St. the alleged place of business of John R. Canper the complainant herein, to serve him with the annexed subpoena, and was informed by

the proprietor of the flour mill, that such a man was employed there some time ago but not at the present time.

He also stated that he was now out of the country, but where, he could not tell. He is traveling, & when he intends to return ~~returning~~ the proprietor ~~the~~ could not tell.

Sworn to before me, this
of June

16th day
1893

Jo. H. Shannon

Subpoena Server.

H. W. Illingworth

Com. of deeds

N. J. Co.

0099

Court of General Sessions.

THE PEOPLE, on the complaint of

vs.

Henry H. Hanson

Offense

DE LANCEY NICOLL,
District Attorney.

Affidavit of
Geo. W. Shannon
Subpoena Server.

FAILURE TO FIND WITNESS.

June 16/13

0100

City Court of N.Y.

The Cooper
Milling Company

against

Charles M. Mills
et al.

Order of Discontinuance

Wm. L. Ketchum

Att. for Def., Plff's attys.

35 Wall St.

N.Y.

0101

At a Special Term of the City Court
of New York, held at the City Hall
in New York City on the 26th day of
June, 1890

PRESENT:

Hon.

Justice

-----X
The Couper Milling Company

vs.

Charles M. Wells, F. W. Van Ronk
and Henry Mann
-----X

On reading and filing the annexed affidavit of
John R. Couper, verified June 26, 1890, and it appearing
therefrom that the complaint herein was verified, and that
this action was commenced when plaintiff supposed there
were three members of the alleged firm of W. H. Hammond
and Company; and on reading and filing the complaint here-
in and proof of due service thereof, it is hereby

O R D E R E D that the above entitled action
be and the same hereby is discontinued without costs to
either party as against the other, and that the undertaking
given upon the issuance of the warrant of attachment herein
be and the same hereby is cancelled and the sureties there-
in discharged.

0102

CITY COURT OF NEW YORK

The Couper Milling Company

vs.

Charles M. Wells, T. W. Van Runk
and Henry Hamer

CITY AND COUNTY OF NEW YORK, ss:

John K. Couper

, being duly sworn says: that he is *President of the Plaintiff herein*; that this action was commenced on June 21, 1890 by the *levy* ~~for a writ of attachment~~ *by the* personal service of the summons, complaint and order as appears by the affidavit of Henry B. Ketcham hereto annexed that no answer, demurrer or notice of appearance has been served in behalf of either of the defendants Hamer or Wells so served; that on June 21, 1890 a warrant of attachment was levied upon the bank deposit of defendant Wells at the Clinton Bank in New York City, which said deposit amounted to five (\$5.) dollars; that said warrant has been levied on no other property and that the said levy has been withdrawn and that no property is now in the hands of the Sheriff under said warrant; that at the time this action was commenced, plaintiff, its officers and plaintiff's attorneys supposed that there were three members of the alleged firm of W. H. Hammond and Company; but that since that time they have ascertained that T. W. Van Runk and Charles

M. Wells are one and the same person, said defendants Wells

and Hamm ^{*both*} having so confessed; that at all the times mentioned in the complaint herein the defendants Wells and Hamm with intent to deceive and defraud the plaintiff represented themselves to plaintiff to be respectively F. W. Van Ronk and W. H. Hammond; that they also represented to plaintiff that they were copartners and that their firm name was W. H. Hammond and Company; that the sale and delivery in said complaint set forth were made in reliance upon the said representations that the said representations were made with the aforesaid intent to deceive and defraud this plaintiff and that said representations were wholly and entirely false. *No previous application for this order has been made to the Court or any Justice.*

Sworn to before me this)
20th day of June, 1890)

J. R. Cooper

Edw B Dickinson

*Notary Public, Briggs Co.
certificate filed in N.Y. County.*

0104

J. R. Couper, Pres.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

Mass A & Horton & Co

New York, May 13 1890



1739 - 3 Ave Bklyn
The Couper Milling Co.

TARRYTOWN, N. Y.

Terms--Cash.

FANCY AND HIGH GRADE FLOURS.

15 Best Alpha
15 R
1 Cake

5.90 177
5.30 182 30

State of New York
 City & County of New York }

John R. Cooper being duly sworn
 says, That he is the President of the
 Cooper Milling Company, a Corpora-
 tion organized & existing under the laws
 of the State of New York. That on the
 13th day of May one Henry Hammon
 was in the employ of said Cooper
 Milling Company as salesman and
 that on the 16th day of June
 the said Hammon received from A. E. Horton & Co the sum of \$182.30

Belonging to the Cooper Milling Com-
 pany, which he has never turned in
 to the Treasury of said Company, but
 has appropriated the same to his own
 use.

Sworn to before me
 this day of June 1898 } J. R. Cooper

Henry B. Ketchum
 Notary Public (N.Y.)
 New York Co

0106

3/
10-461
DISTRICT ATTORNEY'S OFFICE.
City and County of New York.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

John R. Couper

vs.

Henry Hamm

(2 copies)

Offence: Grand Larceny
1892, 1896

Dated *June 30* 18 *90*

Witnesses,

No. *1739* *3rd Ave* *Bklyn* Street,

No. *405* *1st Ave* *Philly* Street,

No. *405* *1st Ave* *Philly* Street,

0107

ESSELSTYN, KETCHAM & SAFFORD,
ATTORNEYS & COUNSELORS AT LAW,
35 WALL STREET, NEW YORK.
MILLS BUILDING.

EVERETT J. ESSELSTYN,
HENRY B. KETCHAM,
PHILO P. SAFFORD,
CLARENCE L. REID,
COUNSEL.

New York

June 19/90

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

As president of the Cooper Killings,
I engaged Mr. Chas. W. Wells about
a year ago to act as credit clerk and
head salesman - some time after my return
from Europe I found an on books
the name Hammond Co. as owing
us \$151.50 since Feb 11 - on pointing this
out to Wells among other overdue accounts he
said this money was perfectly good that he
would get it all in - this conversation was
sometime in April - beginning May -
nothing was paid about their failure or non
having had a bill of sale - early this month
J. J. Cunn a broker to Niagara and Bklyn.
informed me that he had bought from Wells
under a bill of sale to the Cooper Killings
Co. all Hammond Co. goods - on the 25 Feb
for the agreed sum of \$370 - upon which
he paid in cash to Chas. W. Wells \$190
subsequently - that Wells had included the
remaining \$180 in a mortgage which Cunn
had given to the C. W. Co. - on examination
I find at the time Cunn's mortgage was given
his Wells induced him to pay
him \$180 upon the plea that Cunn owed
that amount - it was agreeable that it should be
included in the mortgage he gave
the C. W. Co.

0108

ESSELSTYN, KETCHAM & SAFFORD,
ATTORNEYS & COUNSELORS AT LAW,
35 WALL STREET, NEW YORK.
MILLS BUILDING.

EVERETT J. ESSELSTYN,
HENRY B. KETCHAM,
PHILO R. SAFFORD,
CLARENCE L. REID,
COUNSEL.

2

As Wells secured \$190 from Cornu
and \$180 from the cashier of the C.M.C.
making up the Hammond W. Mc goods sold
to Cornu - more of this money has yet been
paid to the C.M.C. I find Wells opened an a/c
under the name of C N Braun 998 - be
cause a balance of \$127.40 still stands
against the a/c. On the 16th inst he
informed our bookkeeper that he had secured
a mortgage upon Braun who had agreed to pay
\$10 per week one payment which he then
made. Sometime early in June he noted
in the ledger that Braun had removed to
be called he - that Johanna Hilmer
had taken the Bakery she sent goods to the
amount of \$55 in May (27) & \$62.30 June 13 -
June 16 he paid in \$25. as collected from
Johanna Hilmer - knowledge which I state that
the firm Hammond W. was a fiction
the Wells under the name of Braun &
the firm under the name of Hammond
the being partner in the firm - that no firm
near the name Hammond was connected
with it, that by conspiring Hamm opened
to the C.M.C. Wells either personally or by
instructions gave a good trade record to merchants
who were induced to supply Hammond W. with goods

Wells informed from bookkeeper that Braun had removed to 642 W. 11th St. & Johanna Hilmer was owner in the bakery

0109

3

ESSELSTYN, KETCHAM & SAFFORD,
ATTORNEYS & COUNSELORS AT LAW,
35 WALL STREET, NEW YORK.
MILLS BUILDING.

EVERETT J. ESSELSTYN.
HENRY B. KETCHAM.
PHILO P. SAFFORD.
CLARENCE L. REID.
COUNSEL.

I believe that Wells Stamm sold
the goods of Stamm to retained the
proceeds - that they removed the utensils tools
to 998 be Kalb & put their foreman
Herman Hilmer in charge then ran the
business under the name of C. H. Brauer -
when that name had absorbed all the
credit it could get - Wells (or Brauer) sold
the business to the foreman Herman Hilmer
taking a mortgage on same for \$200 upon
which already \$120 has been paid by
Hilmer to Wells. Herman Hilmer claims he
now runs the business & has in his possession
a receipt for Wells on Apr 16th for the
payment of \$55 on this bond
\$25 has been paid in June 16.

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

John R. Cooper being duly sworn says: That he is the President of the Cooper Milling Company, a corporation organized and existing under the laws of the State of New York. That ^{whereby} on the 25th day of February one Charles M. Wells was in the employ of said Cooper Milling Company as salesman and that on the 25th day of February 1890 the said Wells received from one John J. Connor, one hundred \$100 in money, ^{which} belonging to the Cooper Milling Company which he has now turned in to the Treasurer of said Company, but has appropriated the same to his use.

I am to before me
 this 30th day of June 1890

Henry B. Kitchane

Notary Public

New York County

J. R. Cooper

0111

New York *March 19th 1880* No. *7*

Clinton Bank

Pay to the order of *Simon Bus* \$ *27*^{*83*}/_{*100*}

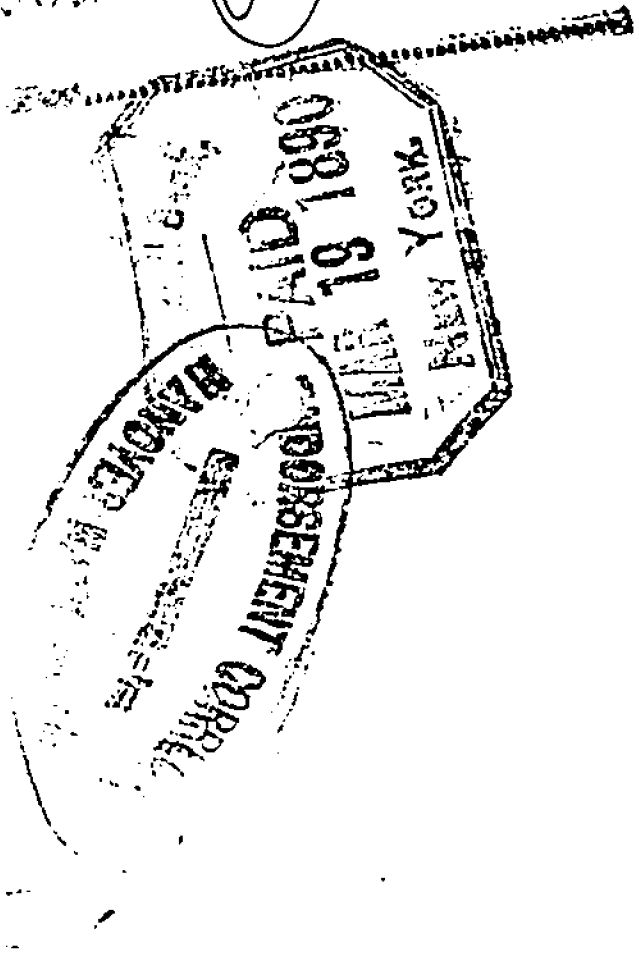
Twenty seven & ⁸³/₁₀₀ Dollars

Chas. M. Wells

STEWART, WARREN & CO. 70 NASSAU ST. N.Y.

0112

FOR THE
CITY OF
NEW YORK



0113

Don't know
copy of the report
JUL 27 83
Received
made 19/90
copy

0114

DISTRICT ATTORNEY'S OFFICE.
City and County of New York.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

John R. Couper

vs.

Charles M. Wells

(2 cases)

Office Grand Jurors
1906

Dated *June 30* 18*90*

Witnesses,

No. Street,

No. Street,

No. Street,

0115

Sec. 198-200.

2
District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

Henry Hamm 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. Henry Hamm

Question. How old are you?

Answer. 30 years.

Question. Where were you born?

Answer. N.Y.

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

Answer. Brooklyn 20 years.

Question. What is your business or profession?

Answer. Clerk

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
As I have

Taken before me this
day of June

1890

Police Justice.

W. H. Hamm

0116

Sec. 198—200.

CITY AND COUNTY }
OF NEW YORK, } ss.

2 District Police Court.

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

Question. What is your name?

Answer.

Henry Hamm

Question. How old are you?

Answer.

30 Years

Question. Where were you born?

Answer.

New York

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

Answer.

617. Park Avenue Brooklyn One Year

Question. What is your business or profession?

Answer.

Salesman

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

Henry Hamm

Taken before me this
day of

Police Justice.

0117

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

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

Dated *June 21* 18 *90* *[Signature]* Police Justice.

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

Dated..... 18 Police Justice.

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

Dated..... 18 Police Justice.

0118

24 June 25th - 2 P.M.

of \$2000. each
June 26 10 1/2 AM

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Police Court--

Dist. Ct.

THE PEOPLE, &c.,

OF THE COMPLAINT OF

John R. Cooper
Charles M. Wells
Arump Hannon

3. _____
4. _____
(2 cases)

Dated June 31 1890

Horgan Magistrate.

Titus De Centry Officer.

John Connolly C. O. Precinct.

Witnesses George F. Titus

No. _____ C. O. Street.

John Strideltorfer

No. 159 Franklin Street.

Stephen Valentine

No. 169 Cherry Street.

Witness John J. Connolly

360 Duane St. N.Y.C.

Brooklyn

Corr

0119

District Attorney's Office.

J⁶

PEOPLE

vs.

Lindley M. Couper

24 Manhattan

Market

34th St. N. R.

Wm. Schaffner

id. -

Jno. H. Couper

id. -

0120

KNOW ALL MEN BY THESE PRESENTS,

That *Henry Hamm* of *617 Bank Ave N.Y.* and
Katherine Rommel of *617 Bank Ave N.Y.* are jointly and
severall yheld and firmly bound unto the Couper Milling
Company in the sum of ^(2,500.) ~~Five hundred~~ dollars lawful money of the
United States of America to be paid unto the said Couper
Milling Company its successors or assigns for which pay-
ment well and truly to be made we bind ourselves our and
each of our heirs, executors administrators firmly by these
presents ~~xxx~~

Sealed with our seals Dated this *10* day of *October* September 1889

The conditions of the foregoing bond are such that should

Henry Hamm of *N.Y.* who is about to enter the employ-
ment of the above named Couper Milling Company as a sales-
man ~~will~~ faithfully and honestly conduct
himself in such employment to the best of his ability,
guarantee all moneys due upon sales made by him upon credit
and accuratly and honestly account for and pay over to said
Couper Milling Company all moneys by him received during
such employment upon any account whatsoever and a just and
true account to said Company make of all matters and things
touching such employment then this bond to be void other-
wise to remain in full force and effect.

In witness whereof the parties hereto have interchangeably
set their hands and seals the *10* day of *October* September 1889.

Sealed and delivered in the
presence of

Henry Hamm
Katherine Rommel

0121

/City and County of New York, SS:

On this day of September 1889 before me personally
appeared and to
me known and known to me to be the individuals described in
and who executed the foregoing bond and who severally duly
acknowledged that they executed the same.

0122

Guaranteed

Bond

Henry Ham

Get

Sept 10 1889

1

0123

District Attorney's Office,
City and County of New York.

City and County } ss.
of New York,

of No. John R. Couper Street, aged _____ years,
occupation President Concessions Co being duly sworn, deposes and says,
that on the 10th day of October 18 98 at the City of New
York, in the County of New York, one Henry Hammond

as deponent has good reason to believe
he knowingly forged the instrument &
wrongfully received with intent to
defraud.

Sworn to before me this }
10 day of July 1898 }
Henry B. Ketchum }
Notary Public }
New York Co. }

J.R. Couper

0124

12/75
DISTRICT ATTORNEY'S OFFICE.

City and County of New York.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

John R. Cooper
vs.
Henry Hamer
Offence
Forgery
12/75

Dated

July 10 18*90*

Witnesses,

No. *Katherine Roussel* Street,

617 Park Ave Bklyn

No. _____ Street,

No. _____ Street,

0125

Pay no Money to Agents unless written Authority is shown.

New York

188

M

BOUGHT OF F. H. PARKER,

30 Gold Street, near John, New York.

WASHING AND LAUNDRY SOAPS,
LUBRICATING OILS & GREASES.

SOLE AGENT FOR
UPSON'S

NEW FRENCH PROCESS SOAP.

Warranted Pure.

Factory: PARKERSBURG, West Va.

Terms:—Strictly Cash.

Shipped per

*Bought of F. H. Parker
30 Gold Street, near John
New York
Washing and Laundry Soaps,
Lubricating Oils & Greases.
Warranted Pure.
Factory: Parkersburg, West Va.
New French Process Soap.
Upson's
Sole Agent for*

18

0126

Police Court—2—District.

Affidavit—Larceny.

City and County }
of New York, } ss.:John R. Couper
of No. Jarvis & Manhattan Street N.Y.C. Street, aged _____ years,
occupation Flour Miller being duly sworndeposes and says, that on the 11 day of February 1890 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:A certain
quantity of flour in barrels and
bags of the value of one hundred
and fifty one dollars and
fifty cents \$151.50the property of The Couper Milling Company
of which deponent is President, and
then is deponent saysand that this deponent
has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen,
and carried away by Charles M. Wells, and
Henry Hamm (now here), under thefollowing circumstances:—The said goods
were part of the stock in trade of the
Couper Milling Company. The said
defendants were in the employ of the
said company as clerks and sales-
men. On said date, the defendants
delivered the said goods out of
the possession of the said company
and into the possession of themselves
on an order, entered in the books
of the Couper Milling Co by direction
of the said defendant Wells, on
which order the said goods were
sent to 697 De Kalb Avenue

Sworn to before me, this _____ day of _____ 188

Police Justice.

0127

Brooklyn N.Y. directed to W. H. Hammond & Co. and the said goods have not been accounted for or paid for by the defendants, and deponent now charges that the defendants have feloniously appropriated the said goods to their own use. Deponent is informed by George J. Titus (now dead) a Detective of Inspector Byrne's force, that that said firm of W. H. Hammond & Co. at the time of the delivery of the said goods, consisted of the two defendants, and deponent charges that the said transaction whereby the said goods were delivered to the firm of W. H. Hammond & Co. was a fraudulent transaction for the purpose of obtaining fraudulent possession of the said goods, and deponent is informed by Stephen Wallantine and John Herdelberger (now dead) that the defendants compose the said firm of W. H. Hammond & Co. and the defendants have both also admitted to deponent that the said transaction was fraudulent and that the said goods were feloniously obtained from the said Cooper Milling Company. as aforesaid

W. R. Couper

Sworn to before me this . . . day

1890

Police Justice

0128

CITY AND COUNTY }
OF NEW YORK, } ss.

George F. Titus
aged years, occupation Detective Sergeant of No. 300 Mulberry Street, being duly sworn deposes and
says, that he has heard read the foregoing affidavit of John R. Couper
and that the facts stated therein on information of deponent are true of deponents' own
knowledge.

Sworn to before me, this

day of

21

June 1930

Geo F Titus

[Signature]
Police Justice.

0129

CITY AND COUNTY }
OF NEW YORK, } ss.

Joseph Heidelberg
aged 27 years, occupation Sales man of No. 159 Franklin Street, being duly sworn deposes and
says, that he has heard read the foregoing affidavit of John R. Cooper
and that the facts stated therein on information of deponent are true of deponents' own
knowledge.

Sworn to before me, this 21
day of April 1938

John Heidelberg
[Signature]
Police Justice.

0130

CITY AND COUNTY }
OF NEW YORK, } ss.

Stephen Valentine
aged *37* years, occupation *Y. Power* of No. *169 & 171 Blumy St N.Y.*
Street, being duly sworn deposes and
says, that he has heard read the foregoing affidavit of *John R. Couper*
and that the facts stated therein on information of deponent are true of deponents' own
knowledge.

Sworn to before me, this *21*
day of *June* 188*7* *Stephen Valentine*
[Signature]
Police Justice

0131

$\log \frac{1}{\epsilon} \sim C - \eta \cdot t_{ex}$

2. - } Landy Bros & P. Co
2500 - 10000 } Landy Co

37- 38- 39- 40-
 41- 42- 43- 44- 45- 46- 47- 48- 49- 50-
 51- 52- 53- 54- 55- 56- 57- 58- 59- 60-
 61- 62- 63- 64- 65- 66- 67- 68- 69- 70-
 71- 72- 73- 74- 75- 76- 77- 78- 79- 80-
 81- 82- 83- 84- 85- 86- 87- 88- 89- 90-
 91- 92- 93- 94- 95- 96- 97- 98- 99- 100-

✓ --- 40572 829

16-12-1962

1. $\frac{1}{2} \pi$ 2. $\frac{1}{2} \pi$
 3. $\frac{1}{2} \pi$ 4. $\frac{1}{2} \pi$

✓ 1. - 8.4 - 2

- 300 W. 9.

0132

$$1.2 - 1.1 = 0.1 \quad 6.2 - 5.8 = 0.4 \quad \checkmark \quad 1.2 - 1.1 = 0.1 \quad 6.2 - 5.8 = 0.4$$

$\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

$\frac{1}{2} \cdot \frac{1}{2} = \frac{1}{4}$

2071-1-1-1

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of subscribers. The names are written in a cursive script, and the addresses are listed below them.

11-4-73

[illegible]

$\partial \sim \gamma \sim 1 \rightarrow (\dots)$

$\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = 1$

0133

OK, 2/10/2020

[illegible]

$\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

11.1.4.2 - 11.1.4.2 - 11.1.4.2

605-0420

$\psi_1 = \frac{1}{\sqrt{2}}(e^{ikx} + e^{-ikx})$

~~SECRET~~

100-443887-100

100

100

TORN PAGE

0134

BENNETT, SLOAN & CO.,
IMPORTERS & JOBBERS
TEAS, COFFEES AND SPICES,
44 WEST BROADWAY,
AND
82 THOMAS STREET.

NEW YORK Apr. 23, 1890.

Mr. C. H. Wells,
City.

Dear Sir:--

Are you making any progress in the
settlement of your claim against My Anderson
who was on 5th Ave. Brooklyn, and can you
give us any points that would help us in get-
tlement? We understand through
information that you are negotiating with
promise. We would be obliged
for any information you can give us

regarding this matter.

Yours truly,

Robert Sloan

(1) granting a verdict inconsistent between complaints in civil & criminal actions - the admission in civil complaint is not conclusive.

There is no ~~admission~~ ^{admission} by party to the criminal proceeding - but by witnesses, as people are party to action.

(2) the complaints in civil and criminal actions are not inconsistent - for it is alleged in former that affds were or represented themselves to the co-partners - and represented themselves to the W.H. Hammond & Co. the complaint in criminal action goes further & alleges that these representations were false which is not denied by complaint in civil action.

(3) the complaint in civil action was verified when plff suffered there were three members of firm of W.H. Hammond & Co and before it knew that J.W. Van Runk and Charles Mills were one and the same person so said verification cannot be

regarded as a ratification of the contract provisions made without knowledge of material fact.

(4) ^{civil} action has been discontinued and ~~he~~ ^{has} thereby released for the present at least to forego any contract rights

City Court of New York

The Copper Milling Company
Plaintiff

against
Charles M. Wells, J. W. Van
Runk and Henry Harmon

defendants —

City and County of New York: ss

John R. Cooper being duly sworn
says that he is the President of the
Copper Milling Company; the plain-
tiff herein: that said plaintiff
is a domestic corporation organized
and existing under the laws of the
State of New York and having its
principal office at Manhattan
Market, New York City: that the
above named defendants are jointly
indebted to the said plaintiff in the
sum of One hundred and fifty one
and $\frac{50}{100}$ (\$151.50) with interest thereon
from the 11th day of February 1890, for the
following reason: that certain
goods and merchandise were sold
and delivered to said defendants at
their special instance and request
by said "The Copper Milling Company"
on February 11th 1890, for which said

defendants promised and agreed to pay
 the said sum of \$151.⁵⁰ that no part of
 the said sum of \$151.⁵⁰ has been
 paid, although duly demanded, and
 that the said sum of \$151.⁵⁰ is now
 justly due and owing to the plaintiff,
 and the said plaintiff is entitled to
 recover the said sum of \$151.⁵⁰ with
 interest as aforesaid from the said
 defendants, over and above all
 counterclaims known to plaintiff
 or to defendant: that the said de-
 fendants are all residents of the
 State of New York, and that not one
 of said defendants is a resident
 of the City of New York and that not
 one of said defendants has an office
 within said City where he regularly
 transacts business in person:
 that the defendant Wells has been
 for a year personally known to de-
 fendant and that said Wells resides
 at No. 605 Macey Avenue Brooklyn
 N.Y.: that the defendant Hamm
 has been for ten months personally
 known to defendant and that said Hamm
 resides at No 617 Park Avenue, Brooklyn,
 N.Y.:

that a summons has been regularly
 issued in accordance with the said
 sum a copy of which is hereto an-
 nexed; that no previous application
 for the warrant now sought has
 been made to any Court or Judge

wherefore defendant prays that
 a warrant of attachment against
 the property of the said defendants
 and each of them may be granted.
 Given before me
 this 21st day of June 1890

J. P. Cleary

Albion Webb

Notary Public No. 11
 New York County

City Court
of
Newport

The Con-
struction
Company

vs
Charles M. Wells
et al

Affidavit
on Attachment

Eschelyer, Kelham
and Lafford
Debtors
35 cents
v.s.

0141

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after sending the message.

This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

THOS. T. ECKERT, General Manager.

NORVINGREEN, President.

NUMBER	SENT BY	RECD BY	CHECK
16	Mr. [initials]	17 Fair	

Received at 8th Ave and 30th St Feb 25 1890

Dated Dec 1st Worcester Mass.

To J C Zimmerman

407 West 29th

Need flour send half if you
do not care to send more.
Will pay in ten days.

W H Hammond

2 Feb

0142

Copied from Original Bill
 JOHN J. CONNOR,
 Wholesale & Retail
 * GROCER *
 818 to 824 MYRTLE AVE.,
 Brooklyn

Feb 25 1890

~~CH~~ Bought off Chas Mewell

- 59 Bbls Flour
- 1/2 " Pearl meal
- 1/2 " Dusting "
- 1 " Molasses
- 4 " Finkies Butter
- 1 Bag Salt
- 1 Bbl. Cy C. Sugar
- 3/4 " Powder "
- 2 Boxes Raisins
- 1 " Cloves
- 1 " Allspice
- 1 " Mace
- 1 Pkg Sultanas
- 1 Bag Currants
- 1 Bag Citron
- 1 Bbl almond Paste
- 1 " Pumpkin
- 2 " Apples
- 9 Tubs Potatoes
- 11 Boxes Crackers

\$ 375.00

on a/c 10.00

365.00

Butter \$15.00

380.00

copy signed J. J. Connor 370.00

Chas Mewell
John J. Connor
copy signed

0143

0-24 jpc - 3" x 1/4"

[Handwritten notes:]

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100

[Handwritten notes in Tamil script, mostly illegible due to extreme blur.]

13790

9/1-2 1-6 + 6 by 7-3 50 15, 11-128
6' - 7' 7-10 9, 1-11 11-12 13, 11-128
C 10-12 1-6-7 1-11 11-12 13, 11-128

0144

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[illegible]

POOR QUALITY
ORIGINAL

0145

Receipt Book — 1117

City Court of New York.

The Couper Milling
Company, Plaintiff
against
Charles M. Welles
Defendant

Whereas Lindley C. Couper, Secy and Treas^r of the
said Plaintiff has made an affidavit
that the above named defendant
being a resident of the State is not a
resident of the City of New York and
has not an office within that city where
he regularly transacts business
in person, and that one of the causes
of action specified in § 635 of the
Code of Civil Procedure exist against
the said defendant in favor of said
plaintiff to recover damages to the
amount of One hundred and ⁵⁰/₁₀₀ dollars
(~~\$101.50~~) and whereas said plaintiff has
made an application to one of the
Justices of this Court or is about
so to do for a warrant of attachment
against the property of the defendant
within the City of New York.

Now Therefore, we Edward M. Field

0147

of ~~the~~ ^{the} ~~Ditto~~ Ferry in the ^{State} ~~city~~ of
New York and ~~John~~ ^{John} G. Wright
of ~~the~~ Glenwood in said State

do hereby jointly and
severally undertake and become bound
to the defendant herein in the sum of
two hundred and fifty dollars
(\$250.) that if the said defendant re-
covers judgment or if the said
warrant is vacated the plaintiff
will pay all costs, which may be
awarded the said defendant, and
all damages which he may sustain
by reason of the said attachment
not exceeding the sum above
specified.

Dated New York June 20th 1890

Edward ~~Field~~ ^{Field}
~~John G. Wright~~

City and County of New York ss.

Edward M. Field being duly
sworn says that he is one of the
sureties named in the above
undertaking and is worth twice the
sum specified therein over all
the debts and liabilities which

he owes or has incurred and exclusive of property exempt by law from levy and sale under an execution; that he is a resident of and a freeholder within the State of New York.

Sworn to before me } Edward L. Field
this 20th day of June 1890 }
William M. Mollay.

Notary Public Kings Co. N. Y.

Certificate filed in N. Y. Co.

City and County of New York ss.

John G. Wright during duly sworn says that he is one of the sureties named in the above undertaking; that he is a resident of and a freeholder within the State of New York and is worth twice the sum specified in said undertaking over all the debts and liabilities which he owes or has incurred and exclusive of property exempt by law from levy and sale under an execution.

Sworn to before me this
20th day of June 1890

William M. Mollay.

John G. Wright

Notary Public Kings Co. N. Y.
Certificate filed in N. Y. Co.

City and County of New York ss.

I certify that on this 20th day of June, 1890, before me personally came Edward M. Field & John G. Wright, to me known and known to me to be the persons described in and who executed the foregoing undertaking and they severally duly acknowledged to me that they had executed the same for the purposes therein mentioned as their own free act and deed.

William H. Kelley

Notary Public Kings Co., N. Y.
Certificate filed in N. Y. Co.

City Court of New York

The Cooper Milling

Company

against

Undertaking on

Attachment

Executed by, Ketchum Dafford

Plffs' attys.

35 Wall St.

N.Y. City

TORN PAGE

bill mch. 18 - \$52.00

City Court of New York.

The Casper Milling
Company, Plaintiff,
against

&

Defendant

City and County of New York ss.
Lindley C. Casper being duly sworn
says that he is the ^{Secretary & Treasurer} of the
said plaintiff; that the said defendant
has been for the past year in the
employ of said plaintiff; that to deponent's
personal knowledge said defendant
resides without the city of New York
to wit at No. 605 Marcy Ave. Brooklyn,
New York; that said plaintiff is about to
bring an action in this court against said
defendant for wrongful conversion of personal
property and has a good ^{and meritorious} cause of action
or causes of action against said defendant
as he is informed and verily believes.

Wherefore deponent prays that an
order may be granted shortening the
time for said defendant to serve his
answer herein to two days.

Sworn to before me
this 24th day of June 1890
Geo. T. Decker
NOTARY PUBLIC, ALBANY, N.Y.
Certificate filed in N. Y. County

Lindley C. Casper.

0152

DIRECTIONS.

The Grand Jury Rooms are in the third story of large brown stone Building in Chambers Street, near Centre Street, adjoining the New Court House in the Park.
When you arrive at the witness room, hand this Subpoena to the officer or Clerk at the desk.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA FOR A WITNESS TO ATTEND THE GRAND JURY OF THE COURT OF
GENERAL SESSIONS.

In the Name of the People of the State of New York.

To *John R. Cooper*
of No *Manhattan Market N.Y. City* Street *Albany Miller*

YOU ARE COMMANDED to appear before the Grand Jury of the County of New York, at the Grand Jury Room, in the third story of the Sessions Building, adjoining the New Court House in the City Hall Park, in the City of New York, on the *30* day of *June* 189*9* at the hour of 10½ in the forenoon of the same day, as a witness in a criminal action prosecuted by the People of the State of New York, against

Charles M. Wells et al

Dated at the City of New York, the first Monday of *June* in the year of our Lord 1890.

JOHN R. FELLOWS, *District Attorney.*

Collections kept by Hy. Hamner

| | | | |
|-----|----------------------------------|---------------|---------|
| 442 | R Harris 7 Forsyth St | have recpts | 69 50 |
| 441 | G Galluck 160 Livingston St | | |
| 437 | W Goodman 54 Forsyth St | have recpts | 179 35 |
| 186 | Hanck W. 261 Pown St Bkln | have recpts | 56 - |
| 299 | Goldberg S 124 Delancey St | have recpts | 25 - |
| 387 | Rabinovitch 20 Chrystie St | have recpts | 256 - |
| 407 | Subinsky 13 21 Forsyth St | have recpts | 27 50 |
| 738 | L. Solomon 98 Orchard St | have recpts | 71 50 |
| 420 | Abelobian 160 Orchard St | have recpts | 25 - |
| 356 | Horton W E 1239 - 30th Ave Bkln | have recpts | 5 25 |
| 439 | Rickard E. 373 Nostrand Ave Bkln | recd in court | 182 30 |
| 279 | Haupt 1167 - 2nd Ave | have recpt | 87 85 |
| 60 | Elyasar 170 Chrystie St | have recpt | 45 50 |
| 407 | Hausmann W. 97 4th St | | 73 40 |
| 428 | Stout 396 - 5th Ave Bkln | | 60 - |
| | Tiedelbaum H. 166 Ridge St | have recpt | 10 - |
| | | | 66 25 |
| | | | 1240 40 |

Bad Debts by Neg. Hammur.

| | | | |
|-----|------------------|---------------------|---------------|
| 442 | Ginsburg H. | 103 Allen St. | 211 75 |
| 14 | Kriesler & Brier | 89 Clinton St. | 91 85 |
| 56 | Bloom R. | 86 Chrystie St. | 198 97 |
| 67 | Helfenberg S. | Atlantic Ave. Bklyn | 156 20 |
| 422 | Hammont H. | 7 Foreyth St. | 116 25 |
| 434 | Kornblum R. | 14 Norfolk St. | 259 20 |
| 482 | Wolfing A. | 327 Broome St. | 265 - |
| 700 | AKaap | 160 Orchard | 53 75 |
| 752 | Goldworm M. | 173 Clinton St. | 521 25 |
| 762 | Roberts J. | 78 Ludlow St. | 93 50 |
| | | | <hr/> 1967 72 |

0155

Know all Men by these Presents, That
we *W. H. Hammond & F. W. Van Runt* copartners
doing business at 697 Dekalb Ave Brooklyn
N.Y. under the style of *W. H. Hammond & Co.*
parties
of the first part, for and in consideration of the sum of *Four* (400.)
hundred dollars — lawful money of the United States,
to us in hand paid, at or before the enrolling and delivery of these
presents by *The Campbell Printing Company 12-Blue*
& 434 St. N.Y. City for purposes —
of the second part, the receipt whereof is hereby acknowledged, have bargained
and sold, and by these presents do grant and convey, unto the said parties
of the second part, its ^{successors} executors, administrators and assigns, all stock,
Flour, Butter, Lard, Sugar, Spices and
everything of every name and nature
now in and contained in *Bakers* and
Dekalb Avenue Brooklyn N.Y.

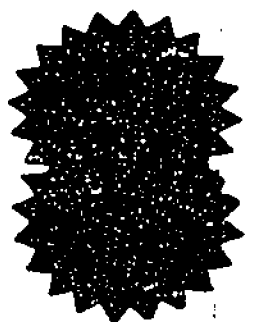
To have and to hold the same unto the said parties of the second
part its ^{successors} executors, administrators and assigns forever. And we
do for our selves, our heirs, executors and administrators, covenant and agree
to and with the said parties of the second part, to warrant and defend the
sale of the said *Bakers*
hereby sold unto the said parties of the second part, its ^{successors} executors,
administrators and assigns, against all and every person and persons whom-
soever.

In Witness whereof, have hereunto set our hand
and seal the *24th* day of *February* in the year
one thousand eight hundred and *ninty*

Signed, Sealed and Delivered in the Presence of

Wm. M. M. M.

W. H. Hammond
F. W. Van Runt.



0156

Abraham Devoe, New York Feb 26/90

We hereby authorize & empower to take possession of all the property mentioned in the within Bill of Sale.

The Couper-McCring Co
Devoe

2nd block
rooms

Wm H. Hammond & Co

To

The Couper-McCring Co

Bill of Sale.

Dated Feb 24 1890

0157

W. H. HAMMOND,

F. H. VanRONK,

W. H. HAMMOND & CO.,

FIRST CLASS

BREAD & CAKE BAKERY,

697 DeKALB AVENUE,

NEAR MARCY AVE.

BROOKLYN.

0158

No. 3533

New York, JUN 23. 1890 188

Sale made for account of M. C. M. Hall 45.0000.

By Van Tassell & Kearney.
AUCTIONEERS.

130 & 132 EAST 13TH STREET.
125, 127 & 129 EAST 12TH STREET.

113 Grey Horse

JUN 23 PAID

72 50

725

6525

0159

DIRECTIONS.

The Grand Jury Rooms are in the third story of large brown stone Building in Chambers Street, near Centre Street, adjoining the New Court House in the Park.

When you arrive at the witness room, hand this Subpoena to the officer or Clerk at the desk.

[SEE OTHER SIDE FOR OTHER DIRECTIONS]

SUBPOENA FOR A WITNESS TO ATTEND THE GRAND JURY OF THE COURT OF GENERAL SESSIONS.

In the Name of the People of the State of New York,

To

Lindley Couper
405 West 29

of No.

Street

Ask to see Mr. Bedford
At 12 o'clock - M.

YOU ARE COMMANDED to appear before the Grand Jury of County of New York, at the Grand Jury Room, in the third story of the Sessions Building, adjoining the New Court House in the City Hall Park, in the City of New York, on the *19th* day of *June* 189*3* at the hour of 10½ in the forenoon of the same day, as a witness in a criminal action prosecuted by the People of the State of New York, against

Charles M. Wells

Dated at the City of New York, the first Monday of
in the year of our Lord 189

DE LANCEY NICOLL, District Attorney.

DIRECTIONS.

The Grand Jury Rooms are in the third story of large brown stone Building in Chambers Street, near Centre Street, adjoining the New Court House in the Park.

When you arrive at the witness room, hand this Subpoena to the officer or Clerk at the desk.

[SEE OTHER SIDE FOR OTHER DIRECTIONS]

SUBPOENA FOR A WITNESS TO ATTEND THE GRAND JURY OF THE COURT OF GENERAL SESSIONS.

In the Name of the People of the State of New York,

To

A. F. Schiffer
405 West 29

of No.

Street

Ask to see Mr. Bedford
At 12 o'clock - M.

YOU ARE COMMANDED to appear before the Grand Jury of County of New York, at the Grand Jury Room, in the third story of the Sessions Building, adjoining the New Court House in the City Hall Park, in the City of New York, on the *19th* day of *June* 189*3* at the hour of 10½ in the forenoon of the same day, as a witness in a criminal action prosecuted by the People of the State of New York, against

Charles M. Wells

Dated at the City of New York, the first Monday of
in the year of our Lord 189

DE LANCEY NICOLL, District Attorney.

0160

1714

Court of General Sessions.

THE PEOPLE

vs.

Chas M. Wells

City and County of New York, ss:

sworn, deposes and says: I reside at No.

Street, in the City of New York. I am a Subpoena server in the office of the District Attorney

of the City and County of New York. On the

I called at

the alleged

a witness

the complainant

place of business Lindley Cooper herein, to serve him with the annexed subpoena, and was informed by

the proprietor of the Mill, that he was no longer connected with the concern, and that he did not know where he could be found. He also gave me to understand that Mr. Schiffer also was out of the concern & that he could not locate him for me

Sworn to before me, this

of

day

189

Jos. H. Shannon
Subpoena Server.

Benjamin
June 19/93

Count of General Sessions.

THE PEOPLE, on the complaint of

vs.

Chas. M. Wells

Offense

DE LANCEY NICOLL,
District Attorney.

Affidavit of

Jos. A. Shannon

Subpoena Server.

FAILURE TO FIND WITNESS.

June 19/96

0161

0162

Mortgage on Goods or Chattels.—For We.

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

To all to whom these Presents shall come, KNOW YE THAT
 we *H. H. Hammond and J. W. Van Runk* comprising
 the firm of *H. H. Hammond & Co* doing business
 at *697 Dekalb Avenue Brooklyn N.Y.* parties

of the first part, for securing the payment of the money hereinafter mentioned, and in consideration of
 the sum of one dollar to *us* duly paid by *The Coupermiller Co.*
 of *24 & 25 Manhattan Market N.Y. City* parties

of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is here-
 by acknowledged, have bargained and sold, and by these presents do grant, bargain and sell unto the
 said parties of the second part, *Coupermiller Co.*

and all other goods and chattels mentioned in the schedule hereunto annexed, and now in the

bakery and cellar 697 Dekalb Avenue Brooklyn.

To have and to hold, all and singular the goods and chattels above bargained and sold, or intended
 so to be, unto the said parties of the second part, *their* ~~successors~~ *executors, administrators*
 and assigns for ever. **And** *we* the said parties of the first part, for *ourselves*
and heirs, executors and administrators, all and singular the said goods and chattels above
 bargained and sold unto the said parties of the second part, *its* ~~successors~~ *heirs, executors,*
~~administrators and assigns, against~~ *us* the said parties of the first part,
 and against all and every person or persons whomsoever, shall and will warrant, and for ever defend.
Upon Condition, that if *we* the said parties of the first part, shall and do well and
 truly pay unto the said parties of the second part, *its* ~~successors~~ *executors, administrators or assigns,*

the sum of two hundred and
fifty & $\frac{75}{100}$ ($\$250\frac{75}{100}$) Dollars on demand

then these presents shall be void. **And** *we* the said parties of the first part, for *ourselves*
~~and~~ *and* ~~executors, administrators and assigns, do covenant and agree to and with the~~
 said parties of the second part, *its* ~~successors~~ *executors, administrators and assigns, that in case default*
 shall be made in the payment of the said sum above mentioned,

then it shall and may be lawful for, and *we* the said parties of the first part, do
 hereby authorize and empower the said parties of the second part *its* ~~successors~~ *executors, ad-*
~~ministrators and assigns, with the aid and assistance of any person or persons, to enter~~ *and*
 dwelling-house, store, and other premises, and such other place or places as the said goods or chattels
 are or may be placed, and take and carry away the said goods or chattels, and to sell and dispose of the
 same for the best price they can obtain; and out of the money arising therefrom, to retain and pay
 the said sum above mentioned,

and all charges touching the same; rendering the overplus (if any) unto *us*
 or to *our* ~~executors, administrators or assigns.~~ **And** until default be made in the
 payment of the said sum of money *we*
 to remain and continue in the quiet and peaceable possession of the said goods and chattels, and the full
 and free enjoyment of the same.

In Witness whereof, *we* the said parties of the first part, have hereunto set *our*
 hands and seal the *_____* day of *_____* one thousand eight hundred
 and *ninty*

Sealed and delivered in the presence of

Chas. Moore

H. H. Hammond
J. W. Van Runk,

0163

SCHEDULE REFERRED TO IN THE FOREGOING MORTGAGE:

One (1) Show Case
One (1) Counter
One (1) Table
Two (2) Chairs
One (1) Side Fixtures with drawers
One (1) Trough, Bread Boxes,
Bread Pans, Cake Pans, Peels &
everything of every name and
nature now in and used in
said bakery & cellar 697 Avelar
Avenue Brooklyn N.Y.

No. _____
Mortgage on Personal Property.

W. H. Hammond & Co

TO

The Empire Milling Co

Dated _____ 18____

Filed _____ 18____

This Mortgage, or a true Copy thereof, must be filed,
If in the City of New York, in the Office of the Register.
If in any other City or County Town, in the Clerk's office therein.
If in any other Town in this State, in the Town Clerk's office.

Invalid if not renewed within 30 days next preceding expiration of
each and every term of one year after filing thereof.

0164

0165

Fol.1

CITY COURT OF NEW YORK

-----x
The Couper Milling Company
Plaintiff

against

Charles M. Wells, F. W. Van Ronk
and Henry Hamm
Defendants
-----x

The plaintiff complaining of the defendants alleges:

F i r s t : That at all the times hereinafter mentioned the plaintiff was and still is a domestic corporation organized and existing under the laws of the State of New York and having an office at Manhattan Market, New York City.

2

S e c o n d : That at all the times hereinafter mentioned the defendants were or represented themselves to be copartners trading under the firm name of W. H. Hammord and Company.

T h i r d : That on the 11th day of February, 1890, the plaintiff sold and delivered to the said defendants at their special instance and request certain goods, wares and merchandise of the agreed value of One hundred and fifty-one and ⁵⁰100 (\$151.50) dollars.

F o u r t h : That no part of the said sum of

0166

One hundred and fifty-one and ⁵⁰/₁₀₀ (\$151.50) dollars has been paid and that there is still due and owing to this plaintiff by the said defendants the said sum of One hundred and fifty-one and ⁵⁰/₁₀₀ dollars, with interest thereon from the 11th day of February, 1890; that the same has been duly demanded but has not been paid.

W H E R E F O R E , plaintiff demands judgment against said defendants for the sum of one hundred and fifty-one and ⁵⁰/₁₀₀ (\$151.50) dollars with interest thereon from the 11th day of February, 1890, together with the costs of this action.

ESSELSTYN, KETCHAM & SAFFORD
Plaintiff's Attorneys
35 Wall Street
New York City

STATE OF NEW YORK)
 : ss:
CITY AND COUNTY OF NEW YORK)

J o h n R . C o u p e r , being duly sworn says: that he is the President of the plaintiff in the above entitled action; that the foregoing complaint is true to his own knowledge except as to the matters therein stated to be alleged on information and belied, and as to those matters he believes it to be true.

Sworn to before me this)
 : J. R. COUPER
21st day of June, 1890)

ABRAHAM WEBB,
Notary Public, No. 71
New York County

0167

At a Special Term of the City Court
of New York, held at the City Hall
in New York City on the 20th day of
June, 1890

PRESENT:

Hon.

Justice

-----X
The Couper Milling Company

vs.

Charles M. Wells, P. W. Van Hook
and Henry Hama
-----X

On reading and filing the annexed affidavit of
John E. Couper, verified June 20, 1890, and it appearing
therefrom that the complaint herein was verified, and that
this action was commenced when plaintiff supposed there
were three members of the alleged firm of W. H. Hammond
and Company; and on reading and filing the complaint here-
in and proof of due service thereof, it is hereby

O R D E R E D that the above entitled action
be and the same hereby is discontinued without costs to
either party as against the other, and that the undertaking
given upon the issuance of the warrant of attachment herein
be and the same hereby is cancelled and the sureties there-
in discharged.

0168

CITY COURT OF NEW YORK

The Couper Milling Company

vs.

Charles M. Wells, T. W. Van Ronk
and Henry Hamm

CITY AND COUNTY OF NEW YORK, ss:

John R. Cooper

, being duly

sworn says: that he is *President of the Plaintiff herein:*

that this action was commenced on June 21, 1890 by the *levy*
of a warrant of attachment and by the
personal service of the summons, complaint and order as
appears by the affidavit of Henry B. Ketcham hereto annexed
that no answer, demurrer or notice of appearance has been
served in behalf of either of the defendants Hamm or Wells
so served; that on June 21, 1890 a warrant of attachment
was levied upon the bank deposit of defendant Wells at the
Clinton Bank in New York City, which said deposit amounted
to five (\$5.) dollars; that said warrant has been levied
on no other property and that the said levy has been with-
drawn and that no property is now in the hands of the Sher-
iff under said warrant; that at the time this action was
commenced, plaintiff, its officers and plaintiff's attor-
neys supposed that there were three members of the alleged
firm of W. H. Hammond and Company; but that since that
time they have ascertained that F. W. Van Ronk and Charles

0169

and Hamm M. Wells are one and the same person, said defendants Wells ^{both} having so confessed; that at all the times mentioned in the complaint herein the defendants Wells and Hamm with intent to deceive and defraud the plaintiff represented themselves to plaintiff to be respectively F. W. Van Runk and W. H. Hammond; that they also represented to plaintiff that they were copartners and that their firm name was W. H. Hammond and Company; that the sale and delivery in said complaint set forth were made in reliance upon the said representations that the said representations were made with the aforesaid intent to deceive and defraud this plaintiff and that said representations were wholly and entirely false. *No previous application for this order has been made to the court or any justice thereof*

Sworn to before me this
25th day of June, 1890

J. R. Cooper

Edw. B. Dickinson
Notary Public, Kings Co.
Subscribed filed in N.Y. County.

0170

City Court of New York

The Cooper

Building Company

against

Charles M. Wells

et al.

~~Copy~~

Order of discontinuance

Everet R. Kelchman &

Dafford

35 Wall St.

N.Y.

0171

J. R. Couper, Pres.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, May 23 1890

Mr. J. Schurider

281 Broome St



The Couper Milling Co.

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

30 Bls 5 Blt mix

5.65

169.50

By Cash

100

Hammond

69.50

0172

STATEMENT.

J. R. COUPER, President.
A. G. MOWBRAY, Supt.

New York City, June 13 1890

Mr. Schneider

281 Broome St. N.Y.C.

The Couper Milling Co., Inc.

TARRYTOWN, N. Y.

OFFICES:

24 & 25 Manhattan Market,
WEST 34TH STREET.

~~ADD~~ To Bill of This Date.
May 23

100 lbs H. only owes 69.50

~~30.50~~
169.50
~~200.00~~

IF NOT CORRECT NOTIFY.
US IMMEDIATELY.

0173

At a Special Term of the City Court
of New York, held at the City Hall
in New York City on the 26th day of
June, 1890

PRESENT:

Hon.

James A. Fitzsimons
Justice

The Couper Milling Company

vs.

Charles M. Wells, F. W. Van Ronk
and Henry Hamm

On reading and filing the annexed affidavit of
John R. Couper, verified June 26, 1890, and it appearing
therefrom that the complaint herein was verified, and that
this action was commenced when plaintiff supposed there
were three members of the alleged firm of W. H. Hammond
and Company; and on reading and filing the complaint here-
in and proof of due service thereof, it is hereby

O R D E R E D that the above entitled action
be and the same hereby is discontinued without costs to
either party as against the other, and that the undertaking
given upon the issuance of the warrant of attachment herein
be and the same hereby is cancelled and the sureties there-
in discharged.

Attest
Michael T. Daly
Clerk

0174

CITY COURT OF NEW YORK

-----x
The Couper Milling Company

vs.

Charles M. Wells, T. W. Van Ronk
and Henry Hamm
-----x

CITY AND COUNTY OF NEW YORK, ss:

John R. Couper

, being duly

sworn says: that he is *President of the Plaintiff herein;*

that this action was commenced on June 21, 1890 by the *levy*
for warrant of attachment and by the
personal service of the summons, complaint and order as
appears by the affidavit of Henry B. Ketcham hereto annexed
that no answer, demurrer or notice of appearance has been
served in behalf of either of the defendants Hamm or Wells
so served; that on June 21, 1890 a warrant of attachment
was levied upon the bank deposit of defendant Wells at the
Clinton Bank in New York City, which said deposit amounted
to five (\$5.) dollars; that said warrant has been levied
on no other property and that the said levy has been with-
drawn and that no property is now in the hands of the Sher-
iff under said warrant; that at the time this action was
commenced, plaintiff, its officers and plaintiff's attor-
neys supposed that there were three members of the alleged
firm of W. H. Hammond and Company; but that since that
time they have ascertained that F. W. Van Ronk and Charles

M. Wells are one and the same person, said defendants Wells
and Hamm ^{broth} having so confessed; that at all the times mentioned in
the complaint herein the defendants Wells and Hamm with
intent to deceive and defraud the plaintiff represented
themselves to plaintiff to be respectively F. W. Van Ronk
and W. H. Hammond; that they also represented to plaintiff
that they were copartners and that their firm name was
W. H. Hammond and Company; that the sale and delivery in
said complaint set forth were made in reliance upon the
said representations that the said representations were
made with the aforesaid intent to deceive and defraud this
plaintiff and that said representations were wholly and en-
tirely false. *No previous application for this order*
has been made to the court or any justice thereof.
Sworn to before me this)

26th day of June, 1890)

J.R. Cooper

Edw. B. Dickinson

Notary Public, Kings Co

Calderon filed in N.Y. County

0176

City Council

The Lampson
Milling Company

against

Charles M. Wells
et al.

Order of Discontinuance

Esacletya Ketchum
x Lafford
Perry's atty.

25 Wall St.

N.Y.

0177

J. R. COUPER, President.

A. G. MOWBRAY, Supt.

THE COUPER MILLING Co.

MILLS:

TARRYTOWN, N. Y.

Offices, 24 & 25 MANHATTAN MARKET.

WEST 34TH STREET.

ALPHA FLOUR

New York City,

July 8 1890

Messrs Esselstyn Ketchum & Afford
35 Wall St

Dear Sirs

We have found further list of
Harris's receipts making total sum of \$1573¹⁵/₁₀₀
We also enclose sundry receipts viz -

Rabner 2.

Haupt 1

Lubinsky 2

Wishnow 3

Jobias 1

R Harris 3.

Goldberg 7 (1 wagon receipt)

H Goodman 2

Tiedelbaum 1

Heidenreich 2

Where "have receipts" are entered in list it means you
will have in your possession all the receipt obtainable
some old items the customers could not find their
receipts - where there is a blank - it means
our bookkeeper has seen the receipts but customers
refuse to part with them.

Yours W
J R Couper
per [initials]

0178

POOR QUALITY
ORIGINAL

152
Mrs Rummel
stated to EJE on
July 9 that
Hamm has been
employed by
Joseph Hecker for
16 yrs prior to
his coming from
Mr C.

Joseph
Hecker
1st Natl

0179

J. R. COUPER, President.

A. G. MOWBRAY, Supt.

THE COUPER MILLING
MILLS:
TARRYTOWN, N. Y.

Offices, 24 & 25 MANHATTAN MARKET,

WEST 34TH STREET.

ALPHA FLOUR

State of New York
City and County of New York New York City, June 18, 1890.

About the 8th of March, Mr. Wells sent up a note to me at the office in which he stated that J. J. Connor had transferred his property to his brother Michael Connor & that I should meet him at Mr. Alexander's office bringing with me a statement of Connor's accounts together with the Dpr & chks which he had failed to meet. I did so and met Mr. Wells & Mr. Alexander at the latter's office. They showed me a notice of the transfer made by Connor and instructed them to proceed against him at once. A day or two after Mr. Wells informed me that he had procured a bond and real estate mortgage on property which Connor owned in Brooklyn. To cover our claim against Connor - expenses \$119.- & 100.- which Mr. Wells claimed Connor owed him privately & which he had already included in the mortgage made the total mortgage \$1062.10 I gave him a chk 299.- as he requested. Sometime in January Mr. Wells sold to a firm in Brooklyn, W. H. Hammons & Co a small bill of goods. He said that they were good & that we could trust them for

0180

1 to 200 dollars. On Mch 1 Mr Wells hands me a check for sundry amounts collected. among others \$84.45 of Hammond & Co. One of Mch's & Parr's men ^{or a repren. Valeri from Valentine Sons} came up to the office about Mch 12 and enquired the rating of Hammond & Co. I replied that we had sold them goods and that we would trust them for an amount of from 1 to 200 dollars according to Mr Wells statement to me. A day or so after, Mr Wells informed me that he had taken proceedings against Hammond & Co & that if anyone from Mch's & Parr came in and asked us to protect any claim they might have against Hammond & Co to reply that we would do so, of course looking after our own interests first. About Mch 21st another representation from Mch's & Parr came to the office and asked us. Mr Wells being present. if we would protect a claim which they had against Hammond & Co. I replied that we would do so provided we came out alright ourselves and I was seconded in this by Mr Wells. Since that time Mr Wells has not mentioned this afc and no money has been received.

Sworn to before me

June 19th 1890

Hubert Beck

Notary Public

N.Y. Co

Lindley C. Carpenter

0181

C. L. WEEKS.

BENJ. PARR.

WEEKS & PARR,
FLOUR MERCHANTS,
4 STATE STREET,

Telephone, Pearl 57.

New York, June 17 1890.

On February 5th 1890 I received a postal forwarded by Messrs Weeks & Parr from W. H. Hammond & Co. 697 5th Ave. Bklyn. N.Y. requesting their salesman (Weeks & Parr) to call with best prices on mixture. On that morning I sold W. H. Hammond & Co. 29 Bbls of flour and before leaving the store they showed me a letter from The Conper Milling Co. acknowledging the receipt of W. H. Hammond's payment in full to date, I believe some three hundred dollars, or thereabout. It was written on a memorandum heading of the Conper Milling Co. and also stated that they would sell Hammond & Co. a block of flour @ 5²⁰. The next day before shipping the flour I went up to the Conper Milling Co. and Mr. Conper's son said W. H. Hammond & Co. were square on their books and thought they (Hammond & Co.) were worthy of a

0182

C. L. WEEKS.

BENJ. PARR.

WEEKS & PARR,
FLOUR MERCHANTS,
4 STATE STREET,

Telephone, Pearl 57.

New York, 1890.

Continued

credit of two hundred dollars. on this basis we shipped the flour. I went several times to collect but each time Mr Hammond was out and would not be in till after 5 P.M. Mr Harry Wells was in and was also present when I sold Hammond the flour. About Feb'y 29th I called again about 6 P.M. and found the store closed with notice on the door to leave messages mail etc at confectionery store next door. I made inquiries and found they had mysteriously disappeared, and had hired a colored man with truck to remove all the flour. Mr Hammond had informed his foreman that he would discontinue and, an English gentleman wanted engage him at a bakery above, near Summer Ave and to remove tools etc to place named. This is what the foreman told me and also stated he did not have any oppor-

0183

C. L. WEEKS.

BENJ. PARR.

WEEKS & PARR,
FLOUR MERCHANTS,
4 STATE STREET,

Telephone, Pearl 57.

New York, 1890.

Continued

unity of seeing his employer but he
received his wages regularly. I
next went to see Harry Wells at
his home on Maney Ave. and was
told that he was at the Lyceum
theatre in N.Y. (matinee) and would
not be home till between 6³⁰ & 7
P.M. However the less I went there at
5³⁰ again, and Harry Wells came
to the door himself. He said he
knew nothing whatever of Hammond
and also stated he had not received
his pay for the last week \$9⁰⁰.
Hammond claimed to have a bread
route in N.Y. City but when I
asked him where his bakery was
he said he did the baking in Bklyn
and had a wagon in N.Y. City.

Harold Herrick

Brought before me this twentieth day
of Jan 1890.

Jedrick H. Harris. Notary Public. Kings County.
Certificate filed in New York County.

State of New York
City and County of New York } ss.

Thomas H. Finney being
duly sworn deposes and says: I reside
at No 796 Butler St. in the City of
Brooklyn. I am acquainted with
one Charles M. Wells who I am in-
formed and believe is in the em-
ploy of the Cooper Milling Company.

H.B.K.

On or about February 20¹⁸⁹⁹ Mr John J.
Connor, a grocer of Brooklyn came to
me and said he wanted to have some
trucking done. I am a contractor and
truckman by occupation. When Mr.
Connor came to me about the trucking
he told me that Charles M. Wells want-
ed me to move some goods from him, Wells,
from 697 De Kalb Avenue to Mr. Con-
nor's Store. In accordance with Mr. Wells
request about four o'clock I moved about
~~four o'clock~~ about five truck loads of
goods consisting of flour, including the
Red Alpha, the Cooper Milling Company's
brand, butter, lard and general baker's
supplies. Mr. Wells was present when the
goods were delivered and ~~that~~ it was very
anxious that as few of the goods as possible
should be exposed to view, he seemed

State of New York
City and County of New York } ss.

Thomas K. Finney being
duly sworn deposes and says: I reside
at No 796 Butler St. in the City of
Brooklyn. I am acquainted with
one Charles M. Wells who I am in-
formed and believe is in the em-
ploy of the Cupper Milling Company.

NRK

On or about February 20¹⁸⁹⁹ Mr. John J.
Connor, a procer of Brooklyn came to
me and said he wanted to have some
trucking done. I am a contractor and
truckman by occupation. When Mr.
Connor came to me about the trucking
he told me that Charles M. Wells want-
ed me to move some goods from him, ^{Wells}
from 697 De Kalb Avenue to Mr. Con-
nor's Store. In accordance with Mr. Wells
request about four o'clock I moved about
~~four o'clock~~ about five truck loads of
goods consisting of flour (including the
Red Alpha, the Cupper Milling Company's
brand) butter, lard and general baker's
supplies. Mr. Wells was present when the
goods were delivered and ~~Mr. Wells~~ ^{he} was very
anxious that as few of the goods as possi-
ble should be exposed to view; he seemed

excited and anxious to keep out of
 sight as much as possible. At Wells'
 request I ~~re~~loaded the trucks as soon
 as possible. He kept asking me to hurry
 up; he told me that a load of flour
 came to the place No 697 De Kalb Avenue
 on that same day and that the damned
 fools there wouldn't receive it. I told
 Wells the work I had done for him was
 worth about ten dollars; he said it was
 all right. Mr. Connor was present at
 this time and I saw Connor give Wells
 ninety dollars in part payment of the
 goods sold. I saw the money pass from
 Connor to Wells. Wells told me I could take
 my pay in two barrels of flour, the
 Cooper Milling Company's brand. I took
 two barrels from those that I had deliver-
 ed to Connor. Wells said it was all right.
 All the flour and other articles herein
 referred to were given me by Wells
 to move. I have had no communication
 with Wells since. Just as I was leaving the
 store at 697 De Kalb Avenue, a wagon drove
 up before the door and a man unload-
 ed from it two firkins of butter. Wells
 told the girls inside to receipt for it;
 she did so, and then Wells told me to

0 187

load the butter on the truck and to
take it to Connor; he afterward sold
it to Mr. Connor, and included it in
the bill, saying he had overlooked it
in the original bill. The truck from
which I took the butter at Mills' re-
quest was marked Randall and God-
ley New York City. *

Seen to and subscribed Thomas R. Timony
before me this 17th day

of June 1890

Henry B. Ketchum

Notary Public

New York Co

State of New York
City and County of New York } ss

Andrew Clarke being
only sworn deponent and says I live at
No 675 Willoughby Avenue, Brooklyn.
I am in the real estate business
with an office corner of Myrtle and
Bedford Avenues. I am agent for the
premises No 697 De Kalb Avenue and have
charge of letting the same. About
H.B.K. The tenth of January, ¹⁸⁹⁰ a man, ^{who said the name was Hammond} came to
me and said he wanted to hire the
premises No 697 De Kalb Avenue to be
used as a bakery. said his name was
Hammond. He was rather stout, a little
above the medium height, had a full
brown beard and moustache not very closely
trimmed; had rather a florid complexion, was
fairly well dressed; I should think he was
between five feet eight and five feet
H.B.K. ten inches in height, ^{and between 35 and 40 years of age} I should be able
to identify him I think. He paid me
the rent in advance up to February
first, twenty-five dollars and about
February first fifty dollars rent to
March first. On or about February twenty-
fifth, the said Hammond moved all his
goods away very suddenly and without
giving me any notice. I do not know
where Hammond went to; he left the

Keys next door. Hammond had in his
employ a young man between twenty
and twenty-five, dark complexion, of slight
build and about five feet five inches
tall, he had a dark moustache.

Born and subscribed to
Witness me this 17th day of June 1890 }

Henry B. Ketchum
Notary Public
New York Co

Robert Clarke

0190

Superior Court of the City of New York

John L. Gran

Paid one hundred dollars on Feb'y 25 1890
also 2 checks for 135 each = 270 on which
\$90 has been paid.

State of New York }
 City and County of New York } ss —

Stephen Valentine being
 duly sworn deposes and says: —
 I reside at #111 St Marks Ave. Bklyn
 and am ^{engaged in flour} ~~doing~~ business at 169-171
 Cherry St New York City.

On or about February 17, 1890
 I saw a man who claimed to
 be Mr Hammond at No 697
 DeKalb Avenue Brooklyn. I had
 previously received a postal card
 signed by W. H. Hammond & Co, re-
 questing 15 barrels Mixture Flour
 and five barrels cake flour to be
 sent to them at No 697 DeKalb Ave.
 Mr Hammond appeared to be a man
 about thirty six or thirty seven
 years of age, about 5 feet nine
 inches in height, rather stout-
 built — brownish hair, close
 cut "mutton chop" whiskers; ^{he had} ~~and~~
 a mustache ^{and} a florid complexion.
 Mr Hammond told me he had been
 buying of the Couper Milling Company
 for some time, that said company
 was then charging him too much
 for flour: that he always paid his
 bills within ten days or two weeks

0192

from time of receiving goods ^{and} he also showed me a number of receipted bills from the Couper Milling Co: one of the receipted bills was for about two hundred and sixty dollars: he also referred me to the Couper Milling Co. for a statement as to the reliability of Hammond & Co. - On the following day, February 18th 1890, I called at the office of the Couper Milling Co and saw a young man who was called Mr Couper, and who referred me to another man in the office who said that the Couper Milling Co. was selling Hammond & Co, and was giving them a credit of about \$100., ^{and} considered them good: that he thought Hammond & Co were using about twenty five barrels of flour per week. Relying upon this statement I complied with the order above stated, on February 18. 1890.

On March 3, 1890 about 5³⁰ o'clock in the afternoon I called at No 697 De Kalb Avenue Brooklyn and found the store, formerly occupied by W. S. Hammond & Co, closed. I then saw a truckman named W. H. Brown who told me ^{that} he had moved the ^{furniture and goods of the} firm.

I worked for Hammer & Co., at
 998 DeKalb Avenue on February
 26, 1890. At 998 DeKalb Ave.,
 I saw the foreman, whose name
 is either Hilmer or Hyman, who
 said that he was directed by a
 man named Brown to run the
 bakery at 998 DeKalb Avenue; he
 thought Brown's address was #24
 Manhattan Market; about March
 10th '90 I saw a woman called
 Maggie wait at No 125 Tompkins
 Ave. Brooklyn; she said she had
 charge of the store at No 697 DeKalb
 Ave for Hammer & Co. and that
 she had only Brown ^{that} Hammer
 was connected with said store. She
 had seen a man named Brown ^{and}
 another ^{man} named Wells about the premises.
 W. H. Brown said Wells' address was #605 Macey
 Avenue, Brooklyn.

Subscribed and affirmed

before me this
 18th day of June 1890.

Stephen Valentini

J. J. Schlyer
 Notary Public
 N.Y. Co.

0194

John G. Ball

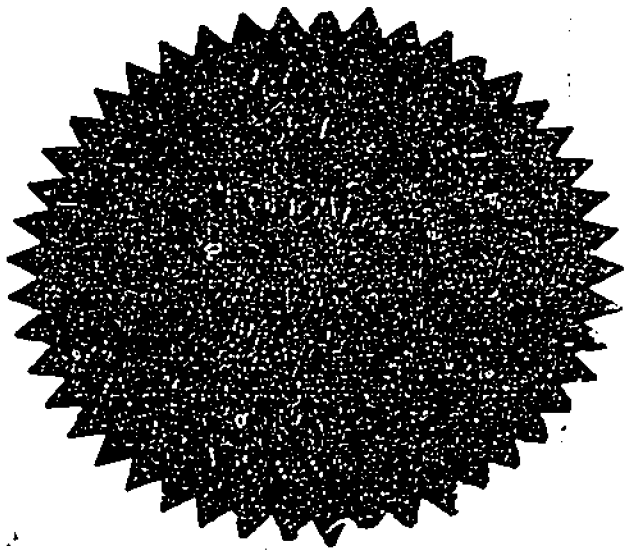
0195

State of Conn
County of New Haven

} ss New Haven June 19th 1898

Personally appears the within named John C. Ball
to me known who being duly sworn ^{before me} states that
the matters contained in the within statement
are true to the best of his knowledge & belief

Attest Horace E. Smith
Notary Public



0196

STATEMENT.

J. R. COUPER, President.
A. G. MOWBRAY, Supt.

New York City, June 23 1890
Mr. W. Woodman

54 Stuyvesant St.

To The Couper Milling Co., D.P.

MILLS:

TARRYTOWN, N. Y.

OFFICES:

24 & 25 Manhattan Market,
West 34th Street.

Dec. 24
Jan. 8
Feb. 20

To Bill of This Date.

32 50
40
58 50
131 00

Apr. 1
May 5

IF NOT CORRECT NOTIFY
US IMMEDIATELY.

50
25
75
56

Entered by Mills in
Hamm's book

Has accepted Bill will

give money

0 197

by Goodman

| Receipts | show | Amount returned |
|----------|--------------|-----------------|
| Feb 17. | 40 | April 1 50 |
| Mar 31 | 58.50 | May 5 25 |
| | <u>98.50</u> | <u>75</u> |
| | 75.00 | |
| Stolen | <u>23.50</u> | |

0198

TORN PAGE

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Feb 19 1890

M. Hirshorn

78 Ludlow St.



The Couper Milling Co.

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

| | | | | | |
|---|--------------|------|---------|------------|--|
| 5 | Bls 5 Bl Mix | 5.20 | 26 | | |
| 5 | - Ceres | 4.10 | 20.50 | 46.50 | |
| | | | By Cash | 2.37 | |
| | | | Balance | 21.50 | |
| | | | | Rel'd 5.12 | |

Rec'd Couper Milling Co
By Henry Harmon

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Mch 4 1890

M. M. Hirshorn

78 Ludlow St



The Couper Milling Co.

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

| | | | | | |
|---|--------------|------|-------|-------|--|
| 5 | Bls 5 Bl Mix | 5.15 | 25.75 | | |
| 2 | - Rye | 3.50 | 7 | | |
| 1 | - Ceres | | 4 | 36.75 | |

Received Payment
Couper Milling Co
By Henry Harmon

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Feb 20 1890

M. H. Goodman

54 Forsythe St.



The Couper Milling Co.

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

| | | | | | |
|----|-----------|------|-------|-------|--|
| 15 | Bls Ceres | 3.90 | 58.50 | 58.50 | |
|----|-----------|------|-------|-------|--|

Received Payment Mch 8 1890
Couper Milling Co
By Henry Harmon

TORN PAGE

0199

J. R. Couper, Pres.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Jan 7 1890
Mr. W. Goodman 54 Forsythe St.



The Couper Milling Co.,

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

10 Bl. Ceres

4.00

40 -

Received Payment Feb 17/90
Couper-Milling Co
Per Henry Harmon

J. R. Couper, Pres.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Mch 14 1890
Mr. M. Hirschorn



78 Ludlow St.
The Couper Milling Co.,

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

4 Bl. Ceres
3 - Rye

4.00

16 -

3.50

10.50

26.50

25

1.50

Duplicate Received of \$15.00 for Couper-Milling Co. Per Henry Harmon

0200

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, April 14 1890

Mr. P. Subinsky

21 Forsythe St.



The Couper Milling Co.

TARRYTOWN, N. Y.

Terms--Cash.

FANCY AND HIGH GRADE FLOURS.

10 Blo Ceres

4.00

40

Received Payment

Couper Milling Co.

Per Henry H. H. H.

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

New York, Feb 2 1890

Mr. P. Subinsky

21 Forsythe St.



The Couper Milling Co.

TARRYTOWN, N. Y.

Terms--Cash.

FANCY AND HIGH GRADE FLOURS.

15 Blo R Alpha

5.25

78 75

5 - Planet

4.70

23 50

5 - Ceres

3.85

19 25

121 50

Received Payment
Couper Milling Co.
Per Henry H. H. H.

Rebate

75

\$ 12.075

0201

P. Lubinsky
Receipts plus
Cash 120.75
rebate 7.50
121.50
161.50
90.00
Stolen 71.50
2

Sammy's returns
Apr 12 50.00
28 40.00
90.00

0202

STATEMENT.

J. R. COUPER, President.
A. G. MOWBRAY, Supt.

New York City, June 25 1890

Mr. A. S. Sweeney

To The Couper Milling Co., Dr.

TARRYTOWN, N. Y.

OFFICES:

24 & 25 Manhattan Market,
WEST 34TH STREET.Feb. 26
Apr. 14

To Bill of This Date. Date

| | | |
|-------|-----|--------|
| 75 | 121 | 50 |
| | 40 | |
| <hr/> | | 161 50 |

Apr. 12
28

Cash.

Dr.
Cr.50
40

| |
|-------|
| 90 |
| <hr/> |
| 71 50 |

Owes nothing

IF NOT CORRECT NOTIFY
US IMMEDIATELY.Feb. 26/90
Apr. 14/90121 50
40 ..above marked in full
by H. H. H. H.

0203

J. Haupt. Collected by
 Otto Lie May 13. \$45.50
 Hamm & not
 turned in \$45.50
 June 12

J. R. Couper, Pres.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, May 13 1890

M. Haupt.

1167-2 Ave



The Couper Milling Co.

TARRYTOWN, N. Y.

Terms--Cash.

FANCY AND HIGH GRADE FLOURS.

10 Bbls

4.55

45 50

Received Payment June 12/90
 Couper Milling Co.
 Per Henry Hahn

0204

P. Heidenreich

Receipts & draw

| | |
|--------|--------------|
| | 26.75 |
| trip | 15.25 |
| | <u>42.00</u> |
| unpaid | 27.50 |
| | <u>69.50</u> |
| | 47.25 |
| | <u>22.25</u> |

obtained by Hamm

Hamm's returns

| | |
|---------|--------------|
| Mar 21. | 10.- |
| Apr 19 | 27.25 |
| June 6. | 10. |
| | <u>47.25</u> |

0205

STATEMENT.

J. R. COUPER, President.
A. G. MOWBRAY, Supt.

New York City, June 23 1895

Mr. P. H. Eisenreich
315 Lexington St.
New York

The Couper Milling Co., Inc.

TARRYTOWN, N. Y.

OFFICES:
24 & 25 Manhattan Market,
WEST 34TH STREET.

| | | To Bill of This Date. | |
|--|--------------|-----------------------|--------------|
| Jan. | 17 | | 27.50 |
| Feb. | 3 | | 26.75 |
| Apr. | 21 | | 28.25 |
| | | | <u>82.50</u> |
| Mich | 21 | By Bank | 10.00 |
| Apr | 19 | NOTICE TO NOTIFY | 27.25 |
| June | 6 | US IMMEDIATELY. | 10.00 |
| | | | <u>47.25</u> |
| | | | 35.25 |
| <p>to Apr. 21 shows bal. 13⁰⁰</p> | | | |
| <p>Rec'd show call Thurs July 17-95</p> | | | |
| to Apr | 26.75 | | |
| | 15.00 | | |
| | <u>41.75</u> | | |
| unpaid | 27.50 | | |
| | <u>59.25</u> | | |
| to Apr | 47.25 | | |
| | <u>22.00</u> | | |

0206

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Feb 3 1890

Mr. P. Heidenreich

315 Rivington St

**The Couper Milling Co.**

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

5 Bls B Alpha

5.35

Received Payment
Couper Milling Co.
Mr. Henry Harrison

By Cash

26 75

10 75

Balance

16

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, April 21 1890

Mr. P. Heidenreich

315 Rivington St

**The Couper Milling Co.**

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

5 Bls B Alpha

5.65

By Cash

28 25

10 25

Balance

18

By Cash

5

Balance

13

0207

H. Fiedelbaum
 Receipt shows Hammer return
 Feb 12 140 51 12
 191 12
 125.00
 66.12
 Sholen
 Mar 12 125.00
 125.00
 Entries by memo in
 Hammer book

J. R. Couper, Pres.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Jan 7 1890
 Mr. H. Fiedelbaum 166 Ridge St.



The Couper Milling Co.,

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

| | | | |
|--------------|------|-------|--------|
| 25 Bld Beres | 4.00 | 100 | |
| 25 - Rye | 3.65 | 91 25 | 191 25 |

Received Payment
 Couper Milling Co.
 To Henry Hammer

0208

R Rabier

Receipts phas

Hammus peluros

15.
11.25

June 6 10

14 15

26.25

25.00

16
10.25 26.25

52.50

25.00

Stolen 27.50

+ ped 24 + 32.50
bill 60.00

+ this receipt could not
be found but
Godman is
hunting for it.

0209

STATEMENT.

J. R. COUPER, President.
A. G. MOWBRAY, Supr.

New York City, June 23 1890

Mr. R. R. Babiner

20 BLOOMING

The Couper Milling Co., Inc.

MILLS: TARRYTOWN, N. Y.

OFFICES: 24 & 25 Manhattan Market, WEST 34TH STREET.

| | | | | |
|---------|-----------------------|-------|---------------------------------|-------------|
| Feb. 26 | To Bill of This Date. | | | 26 25 |
| Mar 20 | | | | 26 25 |
| | | | | <hr/> 52 50 |
| June 6 | Cash | H. 10 | } Enters by Cash
in his book | 25 |
| 14 | | H. 15 | | <hr/> 27 50 |

IF NOT CORRECT NOTIFY
US IMMEDIATELY.

0210

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Feb 26 1890

Mr R Rabiner

20 Chrystie St.



The Couper Milling Co.

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

5 Bb Alpha

5.25

26 25

By Cash 15

Balance 11.25

Received Payment
Couper Milling Co
Per Henry Havron

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Mch 19 1890

Mr R Rabiner

20 Chrystie St.



The Couper Milling Co.

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

5 Bb Alpha

5.25

26 25

By Cash 16

Balance 10.25

Paid Couper Milling Co
Henry Havron

0211

TORN PAGE

J. R. Couper, Pres.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray,

New York, Dec 6 1889

Mrs. S. Goldberg 124 Delancey St.



The Couper Milling Co.

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

| | | | | |
|------------|------|----|----|--------|
| 5 Bl Rye | 3.55 | 17 | 75 | |
| 5 Rye | 3.75 | 18 | 75 | |
| 10 Pacific | 4.20 | 42 | - | |
| 10 5 Bl Wm | 5.20 | 52 | - | 130 50 |
| R | | | | |

0212

N. Y. OFFICE, 24 & 25 MANHATTAN MARKET. New York, 188

Received from THE COUPER MILLING CO. Tarrytown, N. Y.,

For Red, from Goldberg
the following goods: (6) bbls flour quartered
Ceres

Signed,

0213

| Receipts | | Sales | |
|------------|--------|---------|--------|
| | 130.50 | July 7 | 25.00 |
| | 26.00 | 12 | 50.00 |
| July 25/90 | 37.00 | 25 | 65.00 |
| " 25 | 26.75 | | |
| | 78.00 | May 5 | 70.00 |
| | 61.50 | 7 | 5.00 |
| June 16 | 50.00 | June 16 | 40.00 |
| | 409.75 | | 255.00 |
| | 255.00 | | |
| | 154.75 | | |
| 4 m. recd | | | |
| July 24 | 101.25 | | |
| | 256.00 | | |

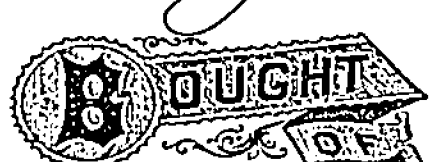
J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Dec 13 1889
 Mr. S. Goldberg 134 Delancey St.



The Couper Milling Co.,

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Term--Cash.

5 Bls 5 Blc mix

5.20

26

Received Payment
 Couper Milling Co
 S. Mowbray

0214

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Jan 9 1890
Mrs. Goldberg 124 Delancey St.

The Couper Milling Co.

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

10 Bls Rye

3.70

37 -

Received Payment Feb 25/90
Couper Milling Co.
Per Henry H. H. H.

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Jan 29 1890
Mrs. Goldberg 124 Delancey St.

The Couper Milling Co.

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

5 Bls R Alpha

5.35

26.75

Received Payment Feb 25/90
Couper Milling Co.
Per Henry H. H. H.

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Feb 11, 1890
Mrs. Goldberg 124 Delancey St.

The Couper Milling Co.

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOUR

Terms--Cash.

20 Bls Rye

3.90

78 -

Received Payment
Couper Milling Co.
Per Henry H. H. H.

0215

J. R. Couper, Pres.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Feb 26 1890

M. S. Goldberg

124 Delancey St.



The Couper Milling Co.

TARRYTOWN, N. Y.

Terms--Cash.

FANCY AND HIGH GRADE FLOURS.

15 Bls Ceres
2 Sacs D Meal

3.90
1.50

58.50
3 -

61.50

Received by
M. S. Goldberg
Feb 14, 1890

J. R. Couper, Pres.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

New York, Mar 6 1890

M. S. Goldberg

124 Delancey St.



The Couper Milling Co.

TARRYTOWN, N. Y.

Terms--Cash.

FANCY AND HIGH GRADE FLOURS.

5 Bls Ceres

4.50

22.50

5 - 5 Bls Mix

5.50

27.50

50

Received by
M. S. Goldberg
Dr New York

(Check from
M. S. Goldberg)

0216

STATEMENT.

CUPER, President.
LOWBRAY, Supt.

New York City, June 23 1890
Mr. S. Goldberg.
124 Delancey St.

To The Couper Milling Co., D.P.

MILLS:

TARRYTOWN, N. Y.

OFFICES:

24 & 25 Manhattan Market.

WEST 34TH STREET.

| | | | | | | |
|------|----|-----------------------|------|---|-----|----|
| Dec. | 6 | To Bill of This Date. | ✓ | x | 130 | 50 |
| | 13 | | Kept | | 26 | |
| Jan. | 9 | | | | 37 | |
| | 24 | | | x | 101 | 25 |
| | 30 | | Kept | | 26 | 75 |
| Feb. | 11 | | | x | 78 | |
| | 26 | | Kept | | 61 | 50 |
| May | 5 | | Kept | | 50 | |
| | | | | | 511 | 00 |

IF NOT CORRECT
IMMEDIATELY

| | | | | | |
|------|----|---------|----|----|-----|
| Feb. | 7 | By Cash | H | 25 | |
| | 12 | | H. | 50 | |
| | 25 | | H. | 65 | |
| May | 5 | | W | 70 | |
| | 7 | | W | 15 | |
| June | 16 | | H | 40 | 255 |
| | | | | | 256 |

0217

R. Harris Harris

Receipts show
 Jan 8. Rebet 2.50
 Cash 132.50
135.00
 95.
95.
 325.00
275.00
 50.00

Mar 8 100.00
 24 75.00
 Apr 24 35.00
 May 5 25.00
 June 2 15.00
 June 13 25.00
275.00

Harris claim
 for Harris
 Jan bill 19.50
69.50

J. R. COOPER, President.
 A. G. MOWBRAY, Supr.

STATEMENT.

New York City, June 20 1890

Mr. R. Harris

7 A. Mowbray St.

The Cooper Milling Co., D. P.

TARRYTOWN, N. Y.

OFFICES:
 24 & 25 Manhattan Market,
 West 34th Street.

Dec 5
 Jan 21
 Mar 7
 24

To Bill of This Date. Rept

Rept
 Rept

135.
 19.50
 95.
95.
 344.50

Feb 8
 24
 Apr 24
 May 5
 June 2
 13

IF NOT CORRECT NOTIFY
 US IMMEDIATELY.

H
 H
 H
 H
 H
 H

100
 375
 275
 150
 150
 275

275.
69.50

Some of the
 some of the
 with some

0218

TORN PAGE

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

Mr R Harris 7 Forsythe St

New York, Dec 5 1889



The Couper Milling Co.,

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

25 Bl B alpha

5.40

Rbate

135 -

2 50

132.50

Recd Payment from
Couper Milling Co
Pr Henry Hamm

J. R. Couper, Prest.

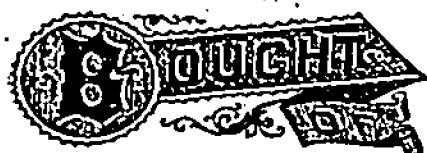
OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

Mr R Harris

New York, Mch 18 1890



The Couper Milling Co.,

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

25 Bl Ceres

3.80

95 -

Received Payment
Couper Milling Co
Pr Henry Hamm

J. R. Couper, Prest.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supt.

Mr R Harris

New York, Mch 7 1890



The Couper Milling Co.,

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

25 Bl Ceres

3.80

95 -

Received Payment
Couper Milling Co
Pr Henry Hamm

0219

Receipt from A. Tobias
Hammus pelinus
nothing
5 25

J. R. Couper, Pres.

OFFICE & STORES:

24 & 25 Manhattan Market, West 34th Street.

A. G. Mowbray, Supr.

New York, Mch 18 1890

Mrs. A. Tobias

160 Orchard St



The Couper Milling Co.

TARRYTOWN, N. Y.

FANCY AND HIGH GRADE FLOURS.

Terms--Cash.

1 RL B Alpha

5-25

Received from

of the

of the

0220

Hirschhorn Me

| | |
|---------------------|----------------|
| Receipts - draw | Hammer returns |
| 25.00 | 110.00 |
| 21.50 | |
| 36.75 | |
| 26.50 | |
| <u>109.75</u> | |
| Draws 45.45 | |
| 155.20 claim paid | |
| 110.00 | |
| <u>45.20</u> closed | |

J. R. COUPER, President.
A. G. MOWBRAY, Supt.

STATEMENT.

New York City, June 2, 1890
Mr. W. H. Hirschhorn

78 South St.

The Couper Milling Co., Inc.

MILLS:

TARRYTOWN, N. Y.

OFFICES:

24 & 25 Manhattan Market,
WEST 34TH STREET.

| | | |
|---------|-----------------------|---------------|
| Jan. 30 | To Bill of This Date. | 45.45 |
| Feb. 19 | | 46.50 |
| March 4 | | 36.75 |
| 14 | | 26.50 |
| 28 | lost bill | 25.00 |
| | | <u>180.95</u> |

| | | |
|----------|-----------------------|---------------|
| March 4 | IF NOT CORRECT NOTIFY | 25 |
| 15 | US IMMEDIATELY. | 25 |
| 26 | | 30 |
| April 26 | | 15 |
| May 5 | | 10 |
| | | <u>110.00</u> |
| | | 70.95 |

closed would by back later
corrected would
189.75
36.75
26.50
45.45
155.20
110.00
45.20 closed

110

0221

City of New York
The Cooper Milling
Company

Plaintiff
against

Charles M. Wells
J. W. Van Runk and
Henry Hamm

Defendant

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

Code of Civil Procedure, Sec. 640.

Undertaking on Attachment.

The above named plaintiff having applied to one of the Justices of this Court, for a warrant of attachment against the property of the above named defendants *Charles M. Wells, J. W. Van Runk and Henry Hamm*, ~~it having been made to appear by affidavit that all of the said defendants are residents of the State of New York, that not one of said defendants is a resident of the City of New York, that not one of said defendants has an office within that City where he regularly transacts business in person, and that one of the causes of action specified in § 635 of the Code of Civil Procedure exists against all of said defendants in favor of said plaintiff~~

We *Edward M. Field* of No. *Washington* Street, in the City of *Brooklyn* and *P. C. Jeff*

of No. *614 Carlton Avenue* Street, in the City of *Brooklyn* do jointly and severally undertake, pursuant to the Statute in such case made and provided, in the sum of *Two Hundred and Fifty* dollars, that if the defendants recover judgment in this action, or if the warrant of attachment is vacated, the plaintiff will pay all costs which may be awarded to the defendants and all damages which the defendants may sustain by reason of the attachment, not exceeding the sum above mentioned.

Dated *New York June 21* 18 *90*

Notary Public Kings Co. N. Y.

Certificate filed in N. Y. Co.

City of New York County of *New York* ss.

being sworn says, that he is a resident and a *free* holder within the State of New York, and worth *twice* the sum specified in the above undertaking, over all the debts and liabilities which he owes or has incurred, and exclusive of property exempt by law from levy and sale under an execution.

Sworn to before me, this *21st* day of *June* 18 *90*

of *William Molloy* Notary Public Kings Co. N. Y.
City of New York County of *New York* ss.

being sworn says, that he is a resident and a *house* holder within the State of New York, and worth *twice* the sum specified in the above undertaking, over all the debts and liabilities which he owes or has incurred, and exclusive of property exempt by law from levy and sale under an execution.

Sworn to before me, this *21st* day of *June* 18 *90*

of *William Molloy* Notary Public Kings Co. N. Y.
City of New York County of *New York* ss.

I Certify, that on this *21st* day of *June* 18 *90* before me personally appeared the above named *Edward M. Field and P. C. Jeff*

known to me, and to me known to be the individuals described in, and who executed the above undertaking, and severally acknowledged that they executed the same.

William Molloy

Notary Public Kings Co. N. Y.
Certificate filed in N. Y. Co.

City Court of New York
The Cooper Mailing
Company

Plaintiff

vs
Charles M. Wells
Et al.

Defendant

Undertaking on Attachment

Excellence Melchior
W. J. Laffort
Officer
35000000
N.Y. City

Approved June 21st

John W. Jones
J. W.

0222

0223

J. R. COUPER, President.

A. G. MOWBRAY, Supt.

Hilmer was very
in prepared to pay
the \$25 at midnight
from Monday

THE COUPER MILLING
MILLS:
TARRYTOWN, N. Y.
Offices, 24 & 25 MANHATTAN MARKET,
WEST 34TH STREET.

ALPHA FLOUR

New York City, June 21, 1890

Messrs Esselstyn & Vetchum & Stafford
35 Wall
hold in

- 1 Bond for \$2000 signed by Chas W Wells & Ella M Johnson
on the Chas W Wells
- 2 Bond (?) for \$1500 signed by Hy A Hamm & Katherine Rommel
on the Hy A Hamm.
- 3 Receipt by Chas W Wells to Johanna Hilmer for the \$55.
on this Wells only turned in \$25
- 4 Bundle of warehouse acct's amounting to \$3312.87
guaranteed by Hy A Hamm.

We are satisfied that within a couple of days
we will be able to prove that Hamm has retained
some of our money

Wells confessed today that he had retained
26⁶⁵ - for him by one Hy Mize a customer of ours. We
learn today that he has given Louis Giesler (a customer)
a receipt for \$16⁶⁵ - and has retained this money
also.
Thru W. The Couper Milling Co.
J. R. Couper

0224

Collections kept by My Hamm

| | | | |
|---------------|--------------------------------------|---|---------|
| 442 | Harris R. 7 Forsythe St. | Have receipts | 69 50 |
| 441 | Fallick B. 160 Rivington St. | | 179 35 |
| 437 | Goodman W 54 Forsythe St. | Have receipts | 56 - |
| 14 | Hauck N. G. 261 Powers St. | | 25 - |
| 186 | Goldberg S 124 Delancey St. | 194.25 disputed
had his receipt
Have receipts | 256 - |
| 299 | Rabiner R. 20 Chrystie St. | Have receipts | 27 50 |
| 387 | Subinsky B. 2 Forsythe St. | Have receipts | 71 50 |
| 407 | Solomon L. 98 Orchard St. | | 25 - |
| 738 | Tobias A. 160 Orchard St. | Have receipts | 5 25 |
| 420 | Norton & Co A. B. 1239 3 Ave Bldg | receipt in court | 182 30 |
| 356 | Reckard C. 373 Nostrand Ave | receipt in court | 87 85 |
| 439 | Haupt J. 1167 - 2 Ave | Have receipts | 45 50 |
| 279 | Gaiser E 170 Chrystie St. | | 73 40 |
| 60 | Hauemann W 97 E 4 St. | | 60 - |
| 407 | Stout J 396 - 5 Ave Bldg | | 10 - |
| 428 | Tiedelbaum 166 Ridgess St. | Have receipts | 66 25 |
| | Above have been previously rendered. | | 1240 40 |
| * Schneider J | 287 Broome St. | Have receipts | 100 - |
| * Levy A. | 61 North St. | Have receipts | 139 50 |
| | Heidenreich P. 315 Rivington St. | Have receipts | 22 25 |
| | Hirschorn M. 78 Ludlow St. | Have receipts | 70 95 |
| | | | 1573 10 |

* Handed you yesterday ^{July 7-20} by Mr Schaffner

0225

STATE OF NEW YORK)
 CITY AND COUNTY OF NEW YORK) ss:

John J. Connor, being duly sworn deposes and says: that he resides at No. 824 Myrtle Avenue, Brooklyn, New York; that on or about February 20th I was approached by one Chas. M. Wells known to me to be in the employ of the Couper Milling Company. The said Wells represented to me that there was a party owing the Couper Milling Company about one hundred and eighty dollars; he showed me a bill of sale executed by Henry Hammond and Company and signed by Henry Hammond and H. W. Von Bock as nearly as I can remember. He represented to me that in order to see his (The Couper Milling Company) right and secure in this matter, he wanted me to buy the goods secured by said bill of sale, and that the Couper Milling Co was the absolute owner of the same.

At first I refused to do so and hesitated several days. Finally I agreed to buy the goods of Mr Wells for \$375. I paid on account of these goods \$100 in cash and gave Mr Wells two checks for \$135 each, on these two checks I paid Mr Wells ninety dollars within a week, leaving a balance of one hundred and eighty dollars still due. The goods were delivered to me from a bakery at 697 De Kalb Avenue by one Timony, a truckman. I did not pay the truckman. The truckman was paid by Mr Wells in flour instead of cash. He gave Timony sixteen bags of Red Alpha flour (The Couper Milling Company's brand). He represented that

the flour paid for transportation was worth about ten dollars.

At this time, March the eighth, I was owing to the Couper Milling Company about six hundred and ninety dollars for goods sold and delivered. On or about March the eighth Mr Wells served me with an attachment for about ten hundred and sixty dollars, acting on behalf of the Couper Milling Company in this instance. After the attachment was served and at Mr Wells' request I gave to Mr Wells a mortgage executed by me to The Couper Milling Company for about ten hundred and sixty-one dollars covering the property cor. of Marcy and Myrtle Avenues. This mortgage was expressly stated to cover my indebtedness to the Couper Milling Company of about seven hundred dollars aforesaid, but also the one hundred and eighty dollars still due on account of the bill of sale aforesaid together with the costs and expenses of the attachment.

Sworn and subscribed to
before me this 16th day
of June, 1890

Affiant further says, that prior
to his purchase of said goods from

the said Wells as aforesaid, he knew nothing of or concerning
the same, nor did said Wells inform affiant where the same
were,

Sworn to before me
this 17th. day of June 1890.

Henry B. Ketchum
Notary Public
New York Co.

John J. Connor

0227

(1)

1

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

City Court of New York
The Cooper Milling
Company

against

Plaintiff

Summons.

Charles M. Wells

Defendant

To the above named Defendant :

You are hereby Summoned to answer the complaint in this action, and to serve a copy of your answer on the Plaintiffs Attorney within ^{two} ~~twenty~~ days after the service of this summons, exclusive of the day of service, and in case of your failure to appear, or answer, Judgment will be taken against you by default for the relief demanded in the complaint.

Dated, *New York June 20 1890*

Eschwege Ketchum *and* *Safford* *Plaintiffs' Attorneys*

Post Office Address and Office, No. *35 Wall* Street,

New York City N.Y.

It appearing to my satisfaction that the defendant
is a non-resident of and has no office for the regular trans-
action of business in person within the City of New York, I hereby
order that the defendant serve his answer herein within
two days from the date of service of the within summons.
Given at New York
June 27 1848

J. M. Jones
for

City Court of New York
The Cooper
Millinery
Company

Plaintiff

against

Charles M. Wells,

Defendant

Summons.

Essestyn, Ketchum and Safford
Plaintiff's Attorneys
35 Wall St
New York

Vol. 1: City Court of New York

The Cooper Milling Company
Plaintiff

against
Charles M. Wells —
defendant —

The plaintiff complaining of the defendant alleges: —

2. I That at all the times hereinafter mentioned the plaintiff was and still is a domestic corporation organized and existing under the laws of the State of New York and having its principal office at Nos. 24 and 25 Manhattan Market in the City of New York.

3. II That at various times between the 4th day of April 1890 and the 9th day of May 1890 the plaintiff sold and delivered to the said defendant at his special instance and request certain goods wares and merchandise of the agreed value of one hundred and thirty seven and 40/100 (\$137.40) dollars.

III That the plaintiff sold and delivered the said goods wares and

merchandise as aforesaid to the
 said defendant under the name
 of "C. M. Brown" and that on the 20th
 day of June 1890 the said defendant
 admitted and stated to John R. Cooper
 the President of the plaintiff herein
 that he the said defendant Charles
 M. Wells and the said "C. M. Brown"
 were one and the same person.

4.

IV That no part of the said sum
 of One Hundred and thirty seven and
 $\frac{40}{100}$ (\$137.40) dollars has been paid
 except the sum of Ten (\$10.) dollars,
 and that there is still due and
 owing to this plaintiff the sum of
 one hundred and twenty seven
 and $\frac{40}{100}$ (\$127.40) dollars with interest
 thereon from the 9th day of May 1890;
 that the same has been duly demanded but has not been paid.

5.

Wherefore plaintiff demands
 judgment against the defend-
 ant in the sum of One hun-
 dred twenty seven and $\frac{40}{100}$ (\$127.40)
 dollars with interest thereon from
 the 9th day of May 1890 together
 with the costs of this action.

Eschtyre, Kitchane and Lafford
 Plaintiffs Attorneys
 35 Washington
 New York City

State of New York }
 City and County of New York } ss

John R. Couper being duly sworn says that he is the President of the Couper Milling Company, the plaintiff in the above entitled action: that the foregoing complaint is true to his own knowledge except as to the matters therein stated to be alleged on information and belief and as to those matters he believes it to be true.

Sworn to before me
 this 2nd day of
 June 1890.

J. R. Couper

Abraham Webb
 Notary Public N. 71
 New York County

City and County of New York, ss.:

sworn, says, that on the _____ day of _____ 18 _____ at No. _____ in the City of New-York, at _____ o'clock in the noon, he served a copy of the within _____ upon _____ to him known to be the Attorney for the _____ herein, by delivering the same to and leaving it with the person in charge of the office of said Attorney during the absence of said Attorney therefrom.

Sworn to before me this
day of

18

Notary Public.

City of New York
The Corporation
Willing
Company
vs
Charles M. Wells
my
attorneys
complaint
Exultire, Ketchum
and Lafford
ATTORNEYS FOR
plaintiff
no 35 Wallace
NEW YORK CITY.
Due Service of a copy of the within
is hereby admitted.
New York, 18

*Take notice that the
of which the within is a copy, was duly
filed in the office of the Clerk of the*

87

day of

Attorneys for

0233

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

*Charles M. Wells
and Henry Hamm*

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

Charles M. Wells and Henry Hamm

of the CRIME OF GRAND LARCENY IN THE *second* DEGREE, committed as follows:

The said *Charles M. Wells and Henry Hamm, both*

late of the City of New York, in the County of New York aforesaid, on the *21st* day of *January*, in the year of our Lord one thousand eight hundred and *ninety*, at the City and County aforesaid, with force and arms,

*one hundred bags of flour of the
value of one dollar each bag, and
twenty five barrels of flour of
the value of six dollars each
barrel,*

of the goods, chattels and personal property of *one certain corporation*

known as the Longview Milling Company,

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

*John R. Bellows
Attorney*