

0490

BOX:

230

FOLDER:

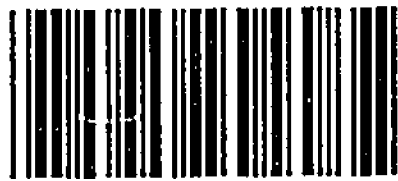
2255

DESCRIPTION:

Hall, George

DATE:

09/22/86



2255

0491

Witnesses:

Daniel Krause

Kunley

Counsel, *[Signature]*
Filed *22* day of *Sept* 188*6*
Pleads *Not Guilty*

[Signature]
THE PEOPLE
vs.
[Signature]
George Hall
Grand Larceny, 2nd degree
[Sections 528, 581 Penal Code].

RANDOLPH B. MARTINE,
District Attorney.

A True Bill.

And Macleay
Oct 14/86 Foreman.
[Signature]
No 205 S.P. 5 of Law.

4e

The People v. George Hall
 Court of General Sessions. Part I
 Before Judge Coving. Oct. 14. 1886.

Indictment for grand larceny in the 2nd degree.

Daniel Krause sworn and examined.

I live 86 Park Row in this city and am a jeweler. I remember the 9th of Sept. there was taken from my store that day an open faced plated watch worth ten dollars and a diamond ring. I did not see them taken. I saw them when I got the prisoner. He visited my store before stealing the property, the day before the larceny and asked to be shown diamond rings. I had a customer at the time and got through with him. The defendant looked at the ring and said he wanted to make a present to his sister. He said he was in a hurry. That he wanted to catch a train, but would be back again the next day. He came again and my partner, Mr. Livingston informed me of something. I saw the defendant the next day after the larceny. I was sitting reading the paper looking down towards Chamber St. I saw him coming along. He disguised himself by putting on a pair of large blue goggles. I kept quietly reading as if nothing had happened and I watched him closely and followed him. He saw everything was all quiet and the diamonds were displayed again. I kept my paper up to shield me. Finally he walked

as far as the Old Star building in William St
about four doors from my store, and he saw
that I was quietly sitting reading, he finally
turned around and walked back, and when
he got within four doors of the store he saw me,
he commenced to run and I ran on the
opposite side of the Sun building and two sent-
lemen followed him down. After he got above
Chamber St the officer was there. I said, "Stop
him," and they grabbed him, and just as
they grabbed him he went right down and
took out the ring. The officer said, "Open your
hand." he objected, and finally they had a
tussle, and when they got around he got
the ring to his mouth and that was the end
of it. We got to the station house, and the
watch was found in his possession which
I identified as mine. God knows where the
ring is. I had no talk with the prisoner about
the property. The watch that was found on the
prisoner was an open faced stem winder,
gold plated. I do not know the number of the
watch. There was a sort of a reddish stain on
the back of the watch by which I identified it.
I had that watch in my place of business
quite a while and I had it plated a week
prior to the theft. I am certain I saw the
defendant in my store before he was arrested.

0494

Morris Livingston sworn. I am in business at 86 Park Row. Mr. Krause is my partner. I saw the defendant at our store on the 9th of Sept. between five and six o'clock. He called me outside by the window and told me to hand him out a certain tray of diamond rings. I showed him the rings and he selected one. Then he pointed to a stem winding watch which I handed to him. I told him the price of the two would be sixty five dollars. He said, "that is a little more than I can stand." I said, "I must give you a cheaper diamond ring." He then took out a little card and he made out as if he was counting some money: he said, "I have got sixty dollars, but this watch don't suit me, I want a smaller lady's gold watch." I turned round to look for the watch and he ran out. I turned round and missed him and I began to halloo, "Stop thief" and ran after him. He ran under the Brooklyn bridge and I missed him. He took the watch and ring with him. I saw him when he got arrested. My partner was not in the store the day of the larceny, but a little girl was.

Dora Klein sworn. I live in 84 Park Row. I saw the defendant in Mr. Krauss' store; he wanted to see a diamond ring, and I saw Hall in the store a day or two after when Mr. Livingston showed him a watch and a ring afterwards.

saw the defendant run and Mr. Livingston run after him. I saw him when he was brought back to the store by the policeman.

John Condon sworn I am a police officer connected with the Fourth Precinct and arrested the defendant on the 9th of Sept. I saw him pass me at the corner of New Chamber St. and Park Row but did not take any notice of him. Mr. Krause came running up and told me to stop that man. I ran after him, stopped him, and noticed something in his hand glittering; he made a move and I wanted to take it out of his hand and in the scuffle I did not see him swallow it but somebody in the crowd said he swallowed it. I searched him at the station house and found the watch which the complainant identified.

George Hall sworn and examined in his own behalf testified that he had been a cook and a gentleman's valet; he was in lawyer Butler's office in Boston 17 months and was born in Dover, Del.

I was not in the store of the complainants before I was arrested and was not looking at rings and watches. I bought the watch that was found on me from a pedlar for \$2. I did not swallow a ring; a diamond ring is indigestible; I never wore goggles. I never saw any of these witnesses till the day of my arrest. The jury rendered a verdict of guilty. He was sent to the State prison for five years.

0496

Testimony in the
case of
George Hall

filed Sept.
1886.

0497

Police Court—1st District.

Affidavit—Larceny.

City and County }
of New York, } ss.

Daniel Krause
of No. 86 Park Row Street, aged 36 years,
occupation dealer in jewelry being duly sworn
deposes and says, that on the 9th day of September 1886 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 ring of the Value
of forty two dollars and one
gold plated watch of the Value
of ten dollars; altogether of
the Value and amounting to
fifty two dollars

the property of Krause Brothers & Livingstone
of which deponent is a partner

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 George Hall (nowhere)
for the following reasons to wit: Deponent
is informed by Morris Livingstone of
86 Park Row that on said date—
about the hour of 6:30 o'clock pm
he saw said Livingstone take said
and carry away the above-described
property from a tray on the
counter of the jewelry store in
said premises.

Daniel Krause

Sworn to before me, this 11 day
of September 1886
Police Justice.

0498

CITY AND COUNTY }
OF NEW YORK, } ss.

aged 42 years, occupation Jeweler of No. 86 Park Row Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of Samuel Krause

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

Sworn to before me, this 16

day of September 1886

M. Livingston

J. G. Laffey
Police Justice.

0499

Sec. 198-200.

CITY AND COUNTY
OF NEW YORK

102 District Police Court.

George Hall 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

George Hall

Question How old are you?

Answer

22 years

Question Where were you born?

Answer

Delaware state

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

Answer

Philadelphia About 3 years

Question What is your business or profession?

Answer

Waiter

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.

G. E. O'Keefe.

Taken before me this

day of

September 1887

1887

1887

1887

1887

1887

1887

1887

1887

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1887

1887

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1887

1887

Police Justice.

0500

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

George Hall

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 *Sept 11* 188*6* *P. J. Duffy* Police Justice.

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

Dated 188 Police Justice.

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

Dated 188 Police Justice

0501

Recd from Clerk of Court
General Sessions Jan 20/87
one diamond finger ring
deposited by Warden Bush
taken by him from the
writin named George Hall
while a convict in State
Prison - & claimed by me
as the one stolen by him from
me -

BAILED,

No. 1, by

Residence

No. 2, by

Residence

No. 3, by

Residence

No. 4, by

Residence

Police Court

1381
District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Samuel Krause
86 vs. Park Row
George Hall

2
3
4

Offence

Dated

Sept 11

1886

Magistrate.

Officer.

Precinct.

Witnesses

No.

No.

No.

\$

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

to answer

1000

46205

1000

1000

1000

1000

1000

1000

1000

0502

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,
against

Fitzgerald

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

- Fitzgerald -

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

The said *Fitzgerald*.

late of the First Ward of the City of New York, in the County of New York aforesaid on the *ninth* day of *September*, in the year of our Lord one thousand eight hundred and eighty-*six*, at the Ward, City and County aforesaid, with force and arms,

one finger - ring of the value of
forty-two dollars, and one
watch of the value of ten
dollars,

of the goods, chattels and personal property of one *Said House,*

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.

Randolph B. Mathie,
Attorney

0503

BOX:

230

FOLDER:

2255

DESCRIPTION:

Harrington, Samuel C.

DATE:

09/09/86



2255

0504

Witnesses:

Adair Blanchard

At Request
of Deputy
Sheriff J. A.

Ed

Counsel, *[Signature]*
Filed *9* day of *Sept* 188*6*
Pleads

THE PEOPLE
vs.
R
Grand Larceny, 2nd degree
[Sections 628, 63 Penal Code].
Samuel C. Harrington

RANDOLPH B. MARTINE,

Amador J. Appleton
District Attorney

A True Bill.

Henry McCalley
Foreman.
Edw. J. Kelly

No 26

0505

Police Court— District.

Affidavit—Larceny.

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

of No. 660 First Avenue Street, aged 21 years,
 occupation Actress being duly sworn
 deposes and says, that on the 9 day of August 1886 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 double Case ladies gold
 watch with Chain attached
 together of the Value of
 Fifty Dollars (\$50.00/100)

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 Samuel C. Harrington
 (nowhere) from the fact that on the
 above date while deponent was lying
 in bed in her room at the Bryant
 Park Hotel at the above number
 and while said property was under
 reach the pillow of said bed she
 called deponent in her room and
 asked him to go on an errand for
 her, said deponent went on the
 errand and when he returned
 remained in deponent's room for
 about two hours when he went away
 Deponent further says that no one
 was in said room again beside

Sworn to before me, this

1886

day

Police Justice.

0506

herself until about Six O'clock
 which was about five hours after
 said defendant had left said room.
 At about Six O'clock of the above
 date when Depovent's Landlady
 came into said room Depovent
 looked for her wallet and discovered
 it was gone. Depovent has not since
 seen said defendant until this day
 when she accused him of taking said
 property and he admitted and confessed
 to her that he took said property

Deponent is informed by Officer Charles A. Stanley of the Central Office that said defendant admitted and confessed to him that he took said property and pawned it with Lewis Fox & Co. No 628 - 9th Avenue. Deponent has since seen said property and fully identifies it as being the property that was feloniously taken from and carried away by ^{the} Adams & Blanchard.

Sworn to before me *1887* *Dated*

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

Dated 188 _____ Police Justice.

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

Dated _____ 188 .
Police Justice. _____

Hundred Dollars and be committed to the Warren and Leeper of the City Prison
of the City of New York, until he give such bail.

quently thereof, I order that he be held to answer the same and he be admitted to bail in the sum of

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

Police Court, _____ District,

THE PEOPLE, &c.,
on the complaint of _____

vs.

1. _____
2. _____
3. _____
4. _____

Dated _____ 188 _____

Magistrate.

Officer.

Clerk.

Witnesses, _____

No. _____ Street, _____

No. _____ Street, _____

No. _____ Street, _____

\$ _____ to answer _____ Sessions.

0507

CITY AND COUNTY }
OF NEW YORK, } ss.

aged 37 years, occupation

Charles A. Hawley
Police Officer of No.

the Central Office Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of

Ada Blanchard

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

Sworn to before me, this

day of

1880

25 } Charles A. Hawley

John Ford

Police Justice.

0508

Sec. 198—200.

CITY AND COUNTY }
OF NEW YORK. } ss.

District Police Court.

Samuel C. Harrington 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.

Samuel C. Harrington

Question. How old are you?

Answer.

19 years

Question. Where were you born?

Answer,

Norfolk Va

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

Answer.

660 Sixth Ave New York

Question. What is your business or profession?

Answer,

None

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

Sam C. Harrington

Taken before me this

day of *May* 188*8*

Edmund J. [illegible]
Police Justice.

0509

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 Five Hundred Dollars and be committed to the Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated Aug 25th 1881. J. H. H. H. H. Police Justice.

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

Dated _____ 188 . _____ Police Justice.

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

Dated _____ 188 . _____ Police Justice.

05 10

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

Ada Blanchard
660 - 6th Ave

Samuel B. Harrington

2

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4

Office

188

Dated

Aug 25

Magistrate.

Officer.

Precinct.

Witnesses

No.

Street.

No.

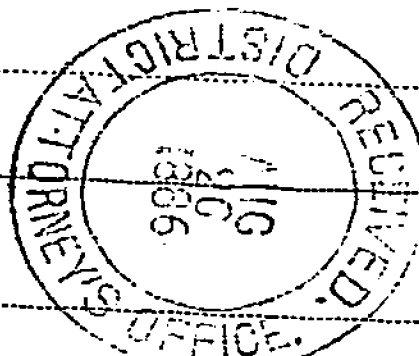
Street.

No.

Street.

500 to answer *G.S.*

No 26



0511

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,
against

Samuel C. Harrington

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

Samuel C. Harrington -

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

The said

Samuel C. Harrington,

late of the First Ward of the City of New York, in the County of New York aforesaid
on the *month* - day of *August*, in the year of our Lord
one thousand eight hundred and eighty- *six* -, at the Ward, City and County
aforesaid, with force and arms,

one watch of the value of

forty five dollars, and one

chain of the value of

fifteen dollars.

of the goods, chattels and personal property of one

Ada Blanchard.

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.

Randolph M. Moline,
District Attorney

05 12

BOX:

230

FOLDER:

2255

DESCRIPTION:

Hayes, John

DATE:

09/23/86



2255

Witnesses:

Wm. C. Carlaw, Jd.

J. O'Brien

Wm. Landon, Jd.

John Cahill

Counsel,

23 day of Sept 1886

Pleads Not guilty

THE PEOPLE

vs.

John Hayes

ASSAULT IN THE THIRD DEGREE.

(Section 219, Penal Code.)

RANDOLPH B. MARTINE,

Per. sec. 11/2 District Attorney,

ind. & charged.

A True Bill.

Wm. D. Maccay

Foreman

Wm. D. Maccay

No 279

0513

05 14

Sec. 198—200.

5

District Police Court.

CITY AND COUNTY
OF NEW YORK, { ss

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

Question. What is your name?

Answer.

John Hayes

Question. How old are you?

Answer.

44 years

Question. Where were you born?

Answer.

Ireland

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

Answer.

111 E 108th St 18 mos

Question. What is your business or profession?

Answer.

Carpenter

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

Answer.

I am not guilty

John Hayes

Taken before me this

12

day of

Sept

188*8*

Samuel A. Kelly Police Justice.

05 15

Police Court— 5th District.

CITY AND COUNTY }
OF NEW YORK, }

James F. McParlan
of No 23rd Precinct Police Street, aged 29 years,
occupation Officer being duly sworn, deposes and says, that
on the 11 day of September 1886 at the City of New York,
in the County of New York,

he was violently ASSAULTED and BEATEN by John Hayes (now here)
that said defendant turned the gas off in the
hallway of No 111 East 108th Street in said
City and caught hold of deponent ^{by the} leg and
threw him down and while down said defend-
ant kicked him several times at said time deponent
was in the lawful discharge of his duty as a police officer
without any justification on the part of the said assailant

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

Sworn to before me, this

day of

12
Sept— 188 6 James F. McParlan
James C. O'Brien Police Justice

05 16

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 _____ 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 Sep 12 188 6

Samuel C. Kelly Police Justice.

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

Dated _____ 188 _____

Police Justice.

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

Dated _____ 188 _____

Police Justice.

05 17

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Police Court 5 District. 1375

THE PEOPLE, &c.,
ON THE COMPLAINT OF

James F. McParlan
23rd Precinct

1 John Hayes

2 _____

3 _____

4 _____

Offence Abscond

Dated Sept. 12 1886

D O Reilly Magistrate.

McParlan Officer.

23 Precinct.

Witnesses John Cahill

4th Avenue 97th Street.

Thos O'Brien

No. 218 E 111th Street.

Martin D. Langdon

23rd Precinct Street.

\$ 5.00 to answer

Committed

No 419

05 18

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

John Chang

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

John Chang

of the CRIME OF ASSAULT IN THE THIRD DEGREE, committed as follows:

The said

John Chang

late of the First Ward of the City of New York, in the County of New York
aforesaid, on the ~~seventh~~ day of ~~September~~, in the year of our Lord
one thousand eight hundred and eighty-~~six~~, - at the Ward, City and County
aforesaid, in and upon the body of one *James E. McRaden*. -
in the peace of the said people then and there being, with force and arms, unlawfully
did make an assault and ~~kill~~, the said *James E. McRaden*. -
did then and there unlawfully beat, wound and illtreat, to the great damage of the
said *James E. McRaden*, 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.

RANDOLPH B. MARTINE,

District Attorney.

05 19

BOX:

230

FOLDER:

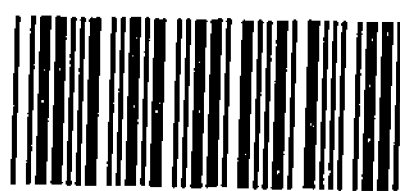
2255

DESCRIPTION:

Hayward, Carrie

DATE:

09/27/86



2255

0520

Witnesses:

Maud Mitchell
Mary Davis

Ward
Counsel
Filed *Sept 27* 188*6*
Pleads *Voluntarily*

THE PEOPLE
vs. *Carrie Hayward*
vs. *H.D.*
KEEPING A HOUSE OF ILL FAME, ETC.
(Sections 323 and 385, Penal Code.)

RANDOLPH B. MARTINE,
District Attorney.
Per Sept 27/86
Filed

A True Bill.

Ward
Foreman
Judge's ordered,
W.H.G.
No 976

0521

Sec. 198-200.

CITY AND COUNTY
OF NEW YORK, ^{SS}

✓ District Police Court.

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

Question. What is your name?

Answer Carrie Haywood

Question. How old are you?

Answer 22 years

Question. Where were you born?

Answer MS

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

Answer 158 East 34th Street. 3 mos

Question. What is your business or profession?

Answer Boarding house

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
Carrie Haywood

Taken before me this

188

Police Justice.

0522

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 admit' to bail in the sum of Three Hundred Dollars, and be committed to the Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated Sept 8 1886 Henry H. H. H. H. Police Justice.

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

Dated Sept 15 1886 Henry H. H. H. H. Police Justice.

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

Dated _____ 188 _____ Police Justice.

0523

BAILED,

No. 1, by

Residence

No. 2, by

Residence

No. 3, by

Residence

No. 4, by

Residence

Police Court

District

THE PEOPLE, &c.,

OF THE COMPLAINT OF

Wm. M. Davis

Currie Haywood

1

2

3

4

Dated

188

Magistrate.

Officer.

Precinct.

Witnesses

No.

Street.

No.

Street.

\$

to answer

4. S.

4. App. 11. A. M.

" 3. P. M.

4. 2.30

0524

-----X
The People &c.

c vs.

~~Florence Woodford~~

Carrie Hayward

City and County of New York SS:

Thomas M. Ryan being duly sworn deposes and says;

I am Captain of Police in command of the 21st ~~SS~~ Precinct, New York City. On the 7th day of September 1886, one May Davis came to my Station House and complained to me of the above named defendant. I thereupon took her before Mr. Justice White who, upon said complaint issued a warrant for said defendant. The defendant was arrested by me on the 7th, and on the 8th of September was taken to Court, and the said May Davis signed and swore to the complaint charging the defendant with keeping a disorderly house. Thereupon the examination was set down for the 11th of September, at said Court, but said complainant May Davis did not appear, the examination was then adjourned to the 15th of September, at which time the complainant, May Davis did not appear.

The said May Davis is an important and material witness to the prosecution of this charge against the defendant and I believe unless she be confined as a witness she will not appear to prosecute the charge.

Wherefore, I ask that the said May Davis be committed to the house of Detention as a witness in this case

0525

Thomas M. Ryan
Captain

Sworn to before me this

22nd day of September 1886.

John M. Brennan,
Notary Public
N. Y. C.

0526

THE PEOPLE OF THE STATE OF
NEW YORK

against

~~Harriet Kennedy~~

Carrie Haywood

(Filed Sept 10/12)

RANDOLPH B. MARTINE,
DISTRICT ATTORNEY,

No. 32 CHAMBERS STREET,

NEW YORK CITY.

Let the return be
dismissed & Haywood
in default of
bail in \$1000
RD

0527

My General leaving
the property
Carrie Hayward

I hereby certify that Carrie
Hayward the above named
defendant has removed
from the premises 458 East
34th Street this City and has
abated the nuisance com-
plained of in the indictment.
Sept 28th 1886.

Thomas M Ryan

Captain

21st Precinct

0528

CITY AND COUNTY } ss.
OF NEW YORK,

POLICE COURT, 4 DISTRICT.

Maud Mitchell

of No. 1544 Broadway Street, aged 18 years,

occupation None being duly sworn deposes and says

that ~~during~~ some time in May 1886 ~~188~~

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

went to live at the house 154 East
34th St And remained there as an
inmate for about three months

that during said period Carrie
Payword the defendant in this case
was the proprietress of the place, which
was kept and maintained by her as
a disorderly house and house of assign
ation where men and women met for
the purpose of having sexual intercourse
for the purpose of prostitution & lewdness -
Maud Mitchell

Sworn to before me, this

of

1886

day

Police Justice.

0529

Police Court, X District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Maud Mitchell

vs.
Arrie Hayward

AFFIDAVIT.

Dated

Sept 14

1886

Murray

Magistrate.

Officer.

Witness, _____

Disposition, 300 - Bail to court

Def 15 - 2 1/2

Ordered. at Sept 15. 2 1/2 P.M.

0530

Sec. 322, Penal Code.

✓ District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

May Davis
of No. 101 West 46th Street, in said City, being duly sworn says,
that at the premises known as Number 158 East 34th Street,
in the City and County of New York, on the 28 day of August 1888 and on divers
other days and times, between that day and the day of making this complaint

Carrie Carpenter Haywood
did unlawfully keep and maintain and yet continue to keep and maintain a House of Prostitution
and did then, and on the said other days and times, there unlawfully procure
and permit as well men as women of evil name and fame and of dishonest conversation to visit, frequent and come
together for unlawful sexual intercourse, and for the purpose of prostitution and lewdness, and then and on the said
other days and times, unlawfully and wilfully did permit and yet continues to permit said men and women of evil
name and fame there to be and remain drinking, dancing, fighting, disturbing the peace, whoring and misbehaving
themselves, whereby the peace, comfort and decency of persons inhabiting and residing in the neighborhood, and
there passing is habitually disturbed, in violation of the statute in such case made and provided

Deponent therefore prays, that the said Carrie Carpenter Haywood
and all vile, disorderly and improper persons found upon the premises, occupied by said

Carrie Carpenter Haywood
may be apprehended and dealt with as the law in such cases made and provided may direct.

Sworn to before me, this 28 day
of September 1888
Charles J. Smith Police Justice.

May Davis

0531

Police Court N District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

May Davis
vs.

Carrie Carpenter

AFFIDAVIT—Keeping Disorderly House, &c.

Dated Sept 7th 1886

C. White Justice.

Officer.

Precinct.

WITNESSES :

Maud Mitchell

1544 Broadway

0532

Sec. 151.

Police Court— District.

CITY AND COUNTY }
OF NEW YORK, } SS

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

Whereas, Complaint in writing, and upon oath, has been made before the undersigned, one of the Police Justices for the City of New York, by May Dances of No. 101 W 4 St Street, that on the 28 day of August 1888 at the City of New York, in the County of New York, Barrie Carpenter did keep and maintain at the premises known as Number 15 E 8 St Street, in said City, a House of Prostitution and there unlawfully procure and permit as well men as women of evil name and fame, and of dishonest conversation to visit, frequent and come together for unlawful sexual intercourse, and for the purpose of prostitution, and there unlawfully and wilfully did permit said men and women of evil name and fame there to be and remain drinking, dancing, fighting, disturbing the peace, whoring and misbehaving themselves whereby the peace, comfort, and decency of persons inhabiting and residing in the neighborhood and there passing is habitually disturbed in violation of the statute in such case made and provided.

THESE ARE, THEREFORE, in the name of the People of the State of New York, to Command you, the said Sheriff, Marshals and Policemen and each and every of you, to apprehend the body of the said

Barrie Carpenter and all vile, disorderly and improper persons found upon the premises occupied by said Barrie Carpenter and forthwith bring them before me, at the 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 7 day of Sept 1888

Andrew J. White POLICE JUSTICE.

0533

Police Court— District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

vs.

WARRANT—Keeping Disorderly House, &c.

Dated 188

Magistrate

Captain Ryan Officer.
21st Precinct.

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.

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

Dated

188

Police Justice.

The within named

0534

Sec. 192.

24 District Police Court.

Undertaking to appear during the Examination.

CITY AND COUNTY }
OF NEW YORK, } ss.

An information having been laid before Maude J. White a Police Justice
of the City of New York charging Carrie Hayward Defendant with
the offence of Keeping a disorderly house

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, Carrie Hayward Defendant of No. 158 E 1st St
158 E 1st St Street; by occupation a Boarding house
and Jacob Levy of No. 331 E 53
331 E 53 Street, by occupation a Labr Pedic Surety, hereby jointly and severally undertake that
the above named Carrie Hayward Defendant
shall personally appear before the said Justice. at the 24 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 Five
Hundred Dollars.

Taken and acknowledged before me, this 17
day of September 1888

Maude J. White
Maude J. White POLICE JUSTICE.

0535

CITY AND COUNTY } ss.
OF NEW YORK, }

Sworn to before me, this
day of *Sept* 188*8*
William M. Smith
Police Justice.

Jacob Levy
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 *the* 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*

number 331 East 52nd Street
of the full value of One
thousand dollars

District Police Court.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Undertaking to appear
during the Examination.

vs.

Taken the day of 188

Justice.

Jacob Levy

0536

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,
against

Rennie Hayward

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

Rennie Hayward

(Section 322,
Penal Code.) of the CRIME OF KEEPING AND MAINTAINING A COMMON BAWDY HOUSE AND
HOUSE OF ILL FAME, committed as follows :

The said *Rennie Hayward*,

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

Rennie Hayward.

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

SECOND COUNT.—

And the Grand Jury aforesaid, by this indictment, further accuse the said

Rennie Hayward.

(Section 385,
Penal Code.) of the CRIME OF MAINTAINING A PUBLIC NUISANCE, committed as follows :

The said *Rennie Hayward*,

late of the Ward, City and County aforesaid, afterwards, to wit : on the *Twenty-first*
day of *August*, — in the year of our Lord one thousand eight hundred

0537

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

THIRD COUNT.—

And the Grand Jury aforesaid, by this indictment, further accuse the said

Ramie Maynard

(Section 822,
Penal Code.)

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

The said *Ramie Maynard*.

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

RANDOLPH B. MARTINE,

District Attorney.

0538

BOX:

230

FOLDER:

2255

DESCRIPTION:

Henahan, Hugh

DATE:

09/16/86



2255

0539

Witnesses:

P. F. McCabe

Off Coleman, 1st Pr

Fuller & Blake

Counsel,

Filed

16

day of

Sept

1886

Pleads

Not guilty.

THE PEOPLE

vs.

H

Hugh Henahan

Grand Larceny, 2nd Degree.
(From the Person.)
[Sections 528, 531, Penal Code].

RANDOLPH B. MARTINE,

Attorney

District Attorney.

Indicted & Returned.

A True Bill.

Wm. D. Macalce

Foreman.

Sept 16

3.1.13

Sept 16

Not Do

0540

Police Court

1st District.

Affidavit—Larceny.

City and County of New York, ss.:

of No. 306 1st Avenue Street, aged 31 years, occupation liquor dealer being duly sworn

deposes and says, that on the 28th day of August 1886 at the City of New York, in the County of New York, was feloniously taken, stolen and carried away from the possession of person of deponent, in the day time the following property viz:

One Gold Ring of the value of twelve dollars and 12⁰⁰/₁₀₀

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 Hugh Penniman (now here) from the fact that said deponent shook hands with said deponent and then pulled from his deponent's hand said property and ran away with it. Deponent charges said defendant with the said Larceny and asks that said defendant be dealt with according to law.

Frank McCabe

Sworn to before me, this 28th day of August 1886

July 6th 1886

Police Justice.

0541

Sec. 198-200.

14th District Police Court.

CITY AND COUNTY
OF NEW YORK, ss

Hugh Herman 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.

Hugh Herman

Question. How old are you?

Answer

30 years

Question. Where were you born?

Answer.

U.S.

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

Answer.

408 East 18th Street, 26 years

Question. What is your business or profession?

Answer

Straw Cutter

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.

Hugh Herman

Taken before me this

day of

188

Police Justice.

0542

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

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

Dated August 20th 1886 My Swer Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0543

1000 Ex
9³⁰ AM,
30 Aug

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

Frank W. Corbe
306 - 1st Ave
Hugh Cunningham

2

3

4

Office of the
District Attorney

Dated

August 28th

1886

Magistrate.
W. J. Coleman

Officer.

18

Precinct.

Witnesses

No.

Street.

No.

Street.

No.

Street.

\$

500

to answer

G.S.

leam

Mo 130

0544

Court of General Sessions of the Peace
OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Amos Henderson

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

- Amos Henderson -

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

The said *Amos Henderson*,

late of the First Ward of the City of New York, in the County of New York aforesaid, on the *twenty-eighth* day of *August*, in the year of our Lord one thousand eight hundred and eighty-*five*, in the *day* time of the said day, at the Ward, City and County aforesaid, with force and arms,

one piece of jewelry of the value of

Twenty dollars,

of the goods, chattels and personal property of one *Frank McCall*,
on the person of the said *Frank McCall*,
then and there being found, from the person of the said *Frank McCall*,
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.

Randolph B. Smith

Attorney

0545

BOX:

230

FOLDER:

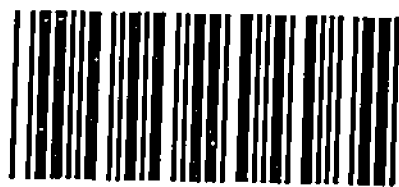
2255

DESCRIPTION:

Henderson, Thomas

DATE:

09/17/86



2255

Witnesses:

Geo. Hubbard
1049 Sullivan, 1st Br.

Counsel,
Filed 17 day of Sept 1886
Pleads, *McPherson*
McPherson

THE PEOPLE
vs.
17. *James*
Thomas Henderson
H.D.

Grand Larceny, 2nd Degree.
(From the Person.)
Sections 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

RANDOLPH B. MARTINE,
District Attorney.

McPherson
McPherson

A True Bill.

Robert MacFarlane
Per: One year. Foreman.
Sept 30th

G. S. B.
No 137

0546

0547

J. M.

District Police Court.

Affidavit—Larceny.

CITY AND COUNTY
OF NEW YORK, } ss.

of No. 61-2 Avenue Street, Charles Hauss
being duly sworn, deposes and says, that on the 21st day of September 1886
at the day time in the City of New York,
in the County of New York, was feloniously taken, stolen and carried away from the possession
of deponent.

the following property, viz :

Gold and silver money of the
United States to the amount
and value of Twenty-Six
dollars and ninety-six cents

Shawman & Co.

Lyon

Potter & Co.

the property of deponent and Wendoline J.
Hauss, Co-partners, doing business
at 87-2^d Avenue under the firm
name of "Hauss Bros" 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 Christian C. Herrlich,

now here, for the reasons following:
To wit: That said deponent
was then in deponent's employment
as driver of a delivery wagon.
That by virtue of such employ-
ment he did, on said day, collect
and receive said sum of money
from Mrs. R. Russell, then present,
which money was then due and
owing said firm by said Mrs.
Russell. That said Mrs Russell

0548

informs deponent she paid him said
 money on said day. That said deponent
 failed to return said money. & said
 him or to account for the same
 but did retain, withold and
 appropriate said money to his own
 use in violation of the law.
 That within three weeks previous to
 said day the said deponent collected
 and received the sum of Sixty Dollars
 and fifty-six cents from said Mrs.
 Russell, Proprietor of said firm, as
 she informs deponent, which last
 mentioned money she also failed
 to account for.

I swear to before me this Charles H. Davis
 25th day of September 1886

J. M. Patterson Police Justice

District Police Court.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

AFRIDAVALT-Larceny.

Dated

188

Magistrate.

Officer.

WITNESSES:

DISPOSITION

0549

CITY AND COUNTY }
OF NEW YORK, } ss.

Kate Russell
aged 26 years, occupation Restaurant Keeper of No.

414 7th Avenue Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of Charles Hauss

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

Sworn to before me, this 25th }
day of September 1886 } K. Russell,

A. M. Patterson
Police Justice.

0550

Sec. 198-200.

94 District Police Court.

CITY AND COUNTY OF NEW YORK } ss

Christian C. Herrien 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 *Christian C. Herrien*

Question. How old are you?

Answer *20 years*

Question. Where were you born?

Answer *Germany*

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

Answer *208 4th street 8 months*

Question. What is your business or profession?

Answer *Driver*

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

Answer. *I am guilty I kept some of the money I collected.*

Christian C. Herrien

Taken before me this

day of *July* 1886

William J. ... Police Justice.

0551

CORRECTION

0552

BOX:

230

FOLDER:

2255

DESCRIPTION:

Henderson, Thomas

DATE:

09/17/86



2255

0553

Witnesses:

James Stutts
1847 Sullivan, 1st R.

Counsel,

W. C. Bluff

Filed

17

day of

Sept 1886

Pleas

Verdict

THE PEOPLE

17.

vs.

James

Stutts

Thomas Henderson

H. D.

Grand Larceny, 3rd Degree.
(From the Person.)
[Sections 528, 531, — Penal Code].

RANDOLPH B. MARINE,

District Attorney.

Rec'd 30th
1886

A True Bill.

Robert M. McCleary

Levi One year.

Boston.

Sept 30th

G. H. B.

No 137

0554

Police Court—1 District.

Affidavit—Larceny.

City and County }
of New York, } ss.

of No. 1111 and 1121 Street, aged 29 years,
occupation Book-keeper being duly sworn

deposes and says, that on the 29 day of August 1886 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 diagonal coat valued
at Two Dollars

\$ 2.00

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

Thomas Henderson
(now here) who took, stole and
carried away the aforesaid
property from the possession
and property of deponent

Joseph Hubbard
owner

Sworn to before me this

29 day

Police Justice.

0555

Sec. 108-200.

CITY AND COUNTY OF NEW YORK, ss

District Police Court.

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

Question What is your name?

Answer

Question How old are you?

Answer

Question Where were you born?

Answer

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

Answer

Question What is your business or profession?

Answer

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

Answer

I am not guilty.
Thomas Anderson
marks

Taken before me this

day of

Police Justice.

0556

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

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

Dated August 30 1886 [Signature] Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0557

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Police Court

1308
11th District

THE PEOPLE, &c.,
ON THE COMPLAINT OF

1

2

3

4

Dated

Magistrate.

Officer.

Precinct.

Witnesses

No.

Street.

No.

Street.

No.

Street.

\$

to answer

No 137

Come

Paul W. Brewster,
District Attorney

0559

BOX:

230

FOLDER:

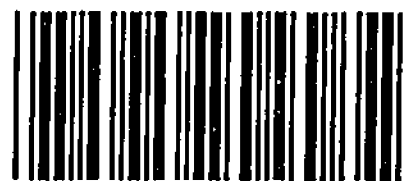
2255

DESCRIPTION:

Herrlich, Christan C.

DATE:

09/29/86



2255

0560

BOX:

230

FOLDER:

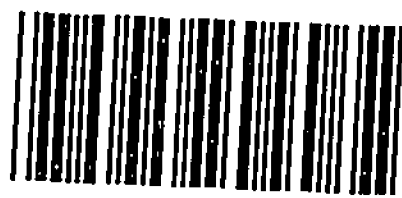
2255

DESCRIPTION:

Herrlich, Christan C.

DATE:

09/29/86



2255

0561

Counsel, Sept 1886
Filed Sept 1886
Pleaded Indictment

[Sections 528 and 531, of the Penal Code].
(MISAPPROPRIATION.)

THE PEOPLE

vs.

Christian Herlich
vs. J. J. J.
vs. J. J. J.
vs. J. J. J.

RANDOLPH B. MARTINE,

District Attorney.

W. W. J. N.

W. W. J. N.

A TRUE BILL

State of Missouri

W. W. J. N.

Foreman.

W. W. J. N.

Witnesses:

Chas. Hauss

0562

3rd

District Police Court.

Affidavit—Larceny.

CITY AND COUNTY
OF NEW YORK, } ss.

of No. 61-2 Avenue Street, Charles Hauss, Butcher
being duly sworn, deposes and says, that on the 21st day of September 1886
at the day time in the City of New York,
in the County of New York, was feloniously taken, stolen and carried away from the possession
of deponent.

the following property, viz :

Good and lawful money of the
United States to the amount
and value of Seventy-Six
dollars and ninety-Six cents

the property of deponent and Wendoline J.
Hauss, Co-partners, doing business
at 87-2^d Avenue under the firm
name of "Hauss Bros" 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 Christian C. Herrlich,

New York, for the reasons following:
To wit: That said deponent
was then in deponent's employment
as driver of a delivery wagon.
That by virtue of such employ-
ment he did, on said day, collect
and receive said sum of money
from Mrs. H. Russell, his parent,
which money was then due and
owing said firm by said Mrs.
Russell. That said Mrs Russell

0563

informs dependent she paid him said
money on said day. That said defendant
failed to return said money to said
firm or to account for the same
but did retain, withold and
appropriate said money to his own
use in violation of the law.

That within three weeks previous to
said day the said defendant collected
and received the sum of Sixty Dollars
and fifty-five cents from said Mrs.
Russell, Proprietor of said firm, as
she informs dependent, which last
mentioned money she also failed
to account for.

Sworn to before me this (Charles Gauss
25th day of September 1886

J. M. Patterson Police Justice

District Police Court.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

AFRIDAVALT-Larceny.

Dated

188

Magistrate.

Officer.

WITNESSES:

DISPOSITION

0564

CITY AND COUNTY }
OF NEW YORK, } ss.

Kate Russell
aged 26 years, occupation Restaurant Keeper of No.
414 7th Avenue Street, being duly sworn deposes and
says, that he has heard read the foregoing affidavit of Charles Hanes
and that the facts stated therein on information of deponent are true of deponents' own
knowledge.

Sworn to before me, this

day of

25
September 1888

K. Russell

A. M. Patterson
Police Justice.

0565

Sec. 198-200.

94

District Police Court.

CITY AND COUNTY }
OF NEW YORK. } ss

Christian C. Herrien 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 *Christian C. Herrien*

Question. How old are you?

Answer *20 years*

Question. Where were you born?

Answer *Germany*

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

Answer *208 Fifth street 8 months*

Question. What is your business or profession?

Answer *driver*

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

Answer. *I am guilty I kept some of the money I collected.*

Christian C. Herrien

Taken before me this

day of *July* 1886

William J. Brown
Police Justice.

0566

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.....

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

Dated *September 25* 188 *6* *John Dattisen* *Police Justice.*

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

Dated..... 188 *Police Justice.*

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

Dated..... 188 *Police Justice.*

0567

Police Court

1448 District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Charles N. Harris
61 - 2nd Ave.

Christian C. Herrlich

2

3

4

Offence Larceny

BAILED,

No. 1, by

Residence Street.

No. 2, by

Residence Street.

No. 3, by

Residence Street.

No. 4, by

Residence Street.

Dated September 25 1886

Patterson Magistrate.

M. Bessert Officer.

Witnesses Kate Russell Precinct.

No. 44 - 4th Avenue Street.

No. Street.

No. Street.

\$ 1000. to answer

Comd

No 316

0568

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Christian C. Hendrich

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

The said

Christian C. Hendrich

late of the First Ward of the City of New York, in the County of New York aforesaid, on the *21st* day of *Sept*, in the year of our Lord one thousand eight hundred and eighty-*six*, at the Ward, City and County aforesaid, being then and there the clerk and servant of *Charles Maurer and Wendell Maurer, proprietors in Trade Dress and Dressmaking business under the firm name of Maurer Brothers,* 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 *Maurer Brothers.*

the true owner thereof, to wit: *the sum of twenty six*

dollars and ninety six cents in money,
lawful money of the United States
and of the value of twenty six
dollars and ninety six cents,

the said *Christian C. Hendrich*, afterwards, to wit, on the day and in the year aforesaid, at the Ward, 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

Maurer Brothers.

of the same, and of the use and benefit thereof; and the same moneys, goods, chattels and personal property of the said *Maurer Brothers.*

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.

RANDOLPH B. MARTINE,
District Attorney.

0569

BOX:

230

FOLDER:

2255

DESCRIPTION:

Hoag, Howard

DATE:

09/17/86



2255

Witnesses:

W. B. Miller

Counsel,

Filed 17 day of

1886

Pleads

Charging (22)

THE PEOPLE

vs. James

Sp. -

Howard Hoag

[Sections 528, 532, Penal Code].

PETIT LARCENY.

RANDOLPH B. MARTINE,

District Attorney.

Rocky M.

Head R.

A True Bill.

City from Dec day.

And Macleary

Bojeman.

Not here
in
No 189

0570

0571

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Howard Stagg

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

Howard Stagg

of the CRIME OF FORGERY IN THE SECOND DEGREE, committed as follows:

The said *Howard Stagg*

late of the City of New York, in the County of New York aforesaid, on the *twenty-first* day of *August*, in the year of our Lord one thousand eight hundred and eighty-*nine*, with force and arms, at the City and County aforesaid, feloniously did forge, and cause and procure to be forged, and willingly act and assist in the forging a certain instrument and writing,

which said forged *instrument and writing* is as follows, that is to say:

CASH IN ALL CASES FOR FREIGHT ON DELIVERY OF GOODS.

Int. Exp. Co. Pier 50, East River, N. Y., *Aug 28* 188*6*

68 To the NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY, Dr.
For Transportation of Merchandise from *Boston*

FORM 33.

19 *Stagg*

Expenses,

4.08

Received Payment for the Company, *S. M. Lee*

Consignees of Goods are requested to notice any errors in regard to this Line within 24 hours, or the Company will consider their responsibility as ended; and all claims for loss or damages must be made within ten days from date hereof.

872

with intend to defraud, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

0572

SECOND COUNT:

And the Grand Jury aforesaid, by this indictment, further accuse the said

Howard Stagg

of the CRIME OF FORGERY IN THE SECOND DEGREE, committed as follows:

The said Howard Stagg

late of the City and County aforesaid, afterwards, to wit, on the day and in the year aforesaid, at the City and County aforesaid, having in his possession a certain forged instrument and writing,

which said forged instrument and writing is as follows, that is to say:

FORM 33.

CASH IN ALL CASES FOR FREIGHT ON DELIVERY OF GOODS.

Int. Exp. Co. Pier 50, East River, N. Y., Aug 28th 1886.

68 To the NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY, Dr.

For Transportation of Merchandise from Boston

19 Bagg \$

Expenses, 4.08

Received Payment for the Company, Wm. Lee \$

Consignees of Goods are requested to notice any errors in regard to this Line within 24 hours, or the Company will consider their responsibility as ended; and all claims for loss or damages must be made within ten days from date hereof.

872

with force and arms, and with intent to defraud, the said forged instrument and writing then and there did feloniously utter, dispose of and put off as true, he — the said Howard Stagg then and there well knowing the same to be forged, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

RANDOLPH B. MARTINE,
District Attorney.

No 183- Bill entered

Witnesses:

Counsel,
Filed, *27* day of *Sept.* 188*6*
Pleads *Copy filed (20)*

THE PEOPLE

vs.

E

Howard Hoag
(2 cases)

Forgery in the Second Degree.
(Sections 511 and 521, Penal Code.)

RANDOLPH B. MARTINE,

Dr. 6th/18 District Attorney.

Ind. Dist. Subscribed in law,

A True Bill. *J. P. Dickman,*

Walter Macaloe
Foreman.

*The debt having been paid
guilty to the forgery
in case of Arthur's case
forgery was committed.
The Complaint Amending.
Agreement and Assurances
of indictment
6 Octr '86
McKenzie Leeper
Asst De Cady*

0574

Police Court—First District.

Affidavit—Larceny.

City and County }
of New York, } ss.

Wallace B Miller
 of No. 469 Greenwich Street, aged 42 years,
 occupation General Agent International Expressing duly sworn
 deposes and says, that on the 11th day of May 1888 at the City of New
 York, in the County of New York, was feloniously taken, stolen and carried away from the possession
 of deponent, in the day time, the following property viz:

Good and Lawful Money of the
 United States of the Amount and
 Value of Two Dollars and thirty cents

the property of The International Express Co in the
 Care and Custody 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 Howard Hoag from the fact
 that the defendant was in the employment
 of said Company as Express driver
 and on said date the Cashier of the
 above described Company gave the said
 defendant ten dollars to pay a freight
 bill to the New York New Haven & Hartford
 Rail Road Company at New York City
 and deponent saw the books of said
 Company showing that the defendant
 paid to said Rail Road Company six
 dollars & eight cents, and defendant
 rendered deponent a bill of eight dollars
 & thirty eight cents claiming to be the bill
 that defendant paid six dollars & eight

Subscribed to before me this

Notary Public

Notary Public

0575

Cents raising said bill Two dollars
and thirty cents wherefore Applicant
charges the said defendant with the
Larceny of said two dollars & thirty cents
therefore Applicant prays that the said
defendant may be apprehended and
dealt with as the law directs

Sworn to before me this
2nd day of September 1876

Wallace B. Green

ey Ormer
Police Justice

0576

Sec. 198—200.

District Police Court.

CITY AND COUNTY {
OF NEW YORK, } ss

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

Question. What is your name?

Answer

Question. How old are you?

Answer

Question. Where were you born?

Answer

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

Answer

Question. What is your business or profession?

Answer

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

Answer

I am guilty
Howard Hoag

Taken before me this

day of *Sept* 1886

Wm. J. ...
Police Justice.

0577

Sec. 151.

15th
District Police Court.

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 on oath, has been made before the undersigned, one of the Police
Justices in and for the said City, by *Wallace D. Miller*

of No. *469 Greenwich* Street, that on the *11th* day of *May*
188*8* at the City of New York, in the County of New York, the following article to wit:

Good and Lawful Money of the
United States

of the value of *Two 30* Dollars,
the property of *International Express Co Inc care of Complainant*
w *As* taken, stolen, and carried away, and as the said complainant has cause to suspect, and does suspect and
believe, by *Howard Hoag*

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 body of the said Defendant and forthwith
bring *him* before me, at the *2nd* 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 *2nd* day of *Sept* 188*8*

Aug Owen POLICE JUSTICE.

0578

POLICE COURT. DISTRICT.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Wallace B. Miller.

vs.

Howard Hoag

Warrant-Larceny.

Dated *Sept 2* 1886

Justice - Power Magistrate

McManus & Lyman Officer
Central Office.

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.

REMARKS.

Time of Arrest, _____

Native of _____

Age, _____

Sex _____

Complexion, _____

Color _____

Profession, _____

Married _____

Single, _____

Read, _____

Write, _____

0579

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
fifteen..... *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 *Sep. 6*..... *1886*..... *anyway*..... *Police Justice.*

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

Dated..... *188*..... *Police Justice.*

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

Dated..... *188*..... *Police Justice.*

0580

\$2000 for 269
9⁰⁰ AM
Apr 6.

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Police Court

1367 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Palace Billings
469 Greenwich
Howard Street

1

2

3

4

Dated

Sept 4 1886

Magistrate.

Officer.

Precinct.

Witnesses

No.

Street.

No.

Street.

No.

Street.

\$ 1500⁰⁰ to answer

40169

0581

CASH IN ALL CASES FOR FREIGHT ON DELIVERY OF GOODS.

International Exp Co Pier 50, East River, N. Y., *July 6th* 1886.

12. To the NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY, Dr.

For Transportation of Merchandise from *Boston*

FORM 33. *27.0170*

Received Payment for the Company, *6.20*

Expenses, *6.20*

Consignees of Goods are requested to notice any errors in regard to this Line within 24 hours, or the Company will consider their responsibility as ended; and all claims for loss or damages must be made within ten days from date hereof.

CASH IN ALL CASES FOR FREIGHT ON DELIVERY OF GOODS.

Int. Exp Co Pier 50, East River, N. Y., *Aug 28th* 1886.

68. To the NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY, Dr.

For Transportation of Merchandise from *Boston*

FORM 33. *11. Bags 1. Coasting 1 Bag*

1. Bali 1. Chain 1. Lenth

Received Payment for the Company, *4.60*

Expenses, *4.60*

Consignees of Goods are requested to notice any errors in regard to this Line within 24 hours, or the Company will consider their responsibility as ended; and all claims for loss or damages must be made within ten days from date hereof.

CASH IN ALL CASES FOR FREIGHT ON DELIVERY OF GOODS.

Int. Exp Co Pier 50, East River, N. Y., *Aug 28th* 1886.

68. To the NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY, Dr.

For Transportation of Merchandise from *Boston*

FORM 33. *19.0170*

Received Payment for the Company, *4.08*

Expenses, *4.08*

Consignees of Goods are requested to notice any errors in regard to this Line within 24 hours, or the Company will consider their responsibility as ended; and all claims for loss or damages must be made within ten days from date hereof.

0582

People
against
Stand Strong
Enjoy
Pill
No 187

0583

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Howard Stagg

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

Howard Stagg

of the CRIME OF PETIT LARCENY, committed as follows:

The said *Howard Stagg*

late of the First Ward of the City of New York, in the County of New York aforesaid,
on the *seventh* day of *May*, in the year of our Lord
one thousand eight hundred and eighty-*six* —, at the Ward, City and County
aforesaid, with force and arms,

*the sum of two dollars and
thirty cents in money, lawful
money of the United States,
and of the value of two dollars
and thirty cents.*

of the goods, chattels and personal property of *the International
Express Company.*

then and there being found, then and there unlawfully 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.

*Paul H. B. Montrose
District Attorney*

0584

BOX:

230

FOLDER:

2255

DESCRIPTION:

Horan, Robert

DATE:

09/14/86



2255

0585

BOX:

230

FOLDER:

2255

DESCRIPTION:

Doherty, Francis G.

DATE:

09/14/86



2255

0586

Witnesses:

A. O'Neill

Jack Cornuehn

[Signature]

Counsel,

Filed

4th day of

Sept. 1886

Pleads,

[Signature]

THE PEOPLE

vs.

Robert Horan

and

Francis J. Doherty

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

[Signature]

Sept 11th 1886

[Signature]

[Signature]

CHAS. J. ALLEN

144 N. 3rd St.

Sections 498, 506, 522, 523, 550
Burglary in the Third Degree,
Larceny.

0587

Police Court—15th District.City and County } ss.:
of New York,of No. 133 MottAmbrose O'Neilloccupation AgentStreet, aged 42 years,

being duly sworn

deposes and says, that the premises No 133 Mottin the City and County aforesaid, the said being a five story brick building Street,in the 14th Wardand which was occupied by deponent as a Wholesale & Retail liquor storeand in which there was at the time no human being, by name

were BURGLARIOUSLY entered by means of forcibly raising and
opening a cellar door leading into the
cellar in the rear of the above described
premises and entered therein

on the 24th day of August 1886 in the night time, and the
 following property feloniously taken, stolen, and carried away, viz:

Seven cases of black wine of the
value of twenty eight dollars

the property of Francis O'Neill Incare and Custody of deponent
 and deponent further says, that he has great cause to believe, and does believe, that the aforesaid

BURGLARY was committed and the aforesaid property taken, stolen, and carried away by

Robert Horan (now here) and
Francis Doherty (now here)

for the reasons following, to wit: that deponent saw the said
premises were securely locked and fastened
at about the hour of ten o'clock P.M.
on said date and on the following day
August 25th deponent discovered the aforesaid
burglary had been committed and the
aforesaid property was taken stolen and
carried away from the cellar in the
above described premises and deponent

0588

in company with officer Daniel J. Hogan 14th
 a portion of the aforesaid property in a room
 on the first floor in the rear house of
 premises 137 Mott Street occupied by
 the defendant and deponent identified
 the said property found in possession of
 defendant as a portion of the property
 taken stolen and carried away as
 aforesaid said Hogan informed deponent that he
 bought the wine from Frank Doherty
 sworn to before me this

26th day of August 1880
 Ambrose R. White
 P. J. Duffy
 Police Justice

Police Court — District.

THE PEOPLE, & c.,
 ON THE COMPLAINT OF

vs.
 Burglary

Dated 188

Magistrate.

Officer.

Clerk.

Witnesses:

Committed in default of \$ Bail.

Bailed by

No. Street.

0589

CITY AND COUNTY }
OF NEW YORK, } ss.

aged 33 years, occupation Daniel J. Hogan
Police Officer of No.

14 French Street, being duly sworn deposes and
says, that he has heard read the foregoing affidavit of Ambrose O'Heice

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

Sworn to before me, this 26
day of Aug 1886 } Daniel J. Hogan

[Signature]
Police Justice.

0590

Sec. 108-200.

CITY AND COUNTY OF NEW YORK.

District Police Court.

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

Question What is your name?

Answer

Frank G. Doherty

Question. How old are you?

Answer

27 Years

Question. Where were you born?

Answer

New York City

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

Answer

No Home

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 guilty of the charge. I went into the cellar and took the wine and gave the wine to Robert Horan who was in the yard and he Horan carried the wine away. I did not sell him the wine.

Francis G. Doherty

day of

Taken before me this

28

Police Justice.

0591

Sec. 198-200.

CITY AND COUNTY
OF NEW YORK, ss

District Police Court.

Robert Horan 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

Robert Horan

Question How old are you?

Answer

30 years

Question Where were you born?

Answer

New York City

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

Answer

137 Mott Street 2 months

Question What is your business or profession?

Answer

Junk Dealer

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

Answer

I am not guilty I bought the wine from a man named James Dougherty for five dollars

Robert Horan

Taken before me this

day of

July 1888

Police Justice.

0592

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 Robert

Truman + Francis G. Doherty
guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of Two 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 Aug 20 + 25 188 [Signature] Police Justice:

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0593

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Police Court

182-1306 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Ambrose O'Neill
Robert Horan
Francis J. Doherty

8

4

Dated

August 26 1886

Magistrate.

Officer.

Precinct.

Witnesses

No.

Street.

No.

Street.

No.

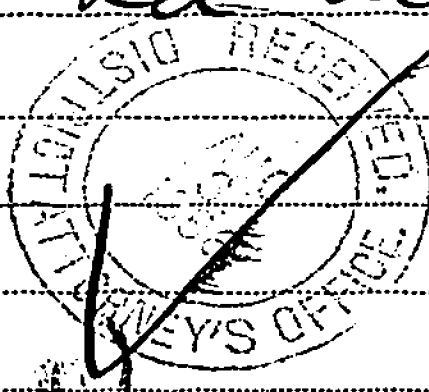
Street.

\$

1000

to answer

No 86



0594

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Robert Moran and
Francis R. Adair

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

Robert Moran and Francis R. Adair

of the CRIME OF BURGLARY IN THE THIRD DEGREE, committed as follows:

The said Robert Moran and Francis

R. Adair, both -

late of the Southside Ward of the City of New York, in the County of
New York, aforesaid, on the twenty-fourth day of August, in the year of
our Lord one thousand eight hundred and eighty-nine, with force and arms, at the Ward,
City and County aforesaid, a certain building there situate, to wit: the - store of one

- Andrew O'Neil, -

feloniously and burglariously did break into and enter, with intent to commit some crime therein, to
wit: with intent, the goods, chattels and personal property of the said

Andrew O'Neil, -

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

SECOND COUNT--

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

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

The said Robert Storan and Francis F. Devereux, Esq. -

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

seven cases of land mine of the
value of four dollars each case,

of the goods, chattels and personal property of one

Andrew D. Hall.

in the store of the said

Andrew J. Hall, Jr.

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

0596

THIRD COUNT—

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

Robert Moran —

of the CRIME OF CRIMINALLY RECEIVING STOLEN PROPERTY, committed as follows:

The said *Robert Moran*,

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

Seven boxes of hand wine &

the value of four dollars

each case,

of the goods, chattels and personal property of one *Andrew O'Neil*,

by one Francis P. O'Donoghue, and —

by certain *other* persons to the Grand Jury aforesaid unknown, then lately before feloniously stolen, taken and carried away from the said *Andrew O'Neil*, —

unlawfully and unjustly, did feloniously receive and have; the said

Robert Moran —

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.

RANDOLPH B. MARTINE,

District Attorney.

0597

BOX:

230

FOLDER:

2255

DESCRIPTION:

Howard, James W.

DATE:

09/10/86



2255

0598

Witnesses:

J. P. Haight

Counsel, *J. M. Brady*
Filed *10* day of *Sept.* 188*6*
Pleads.....

THE PEOPLE
Wm. Howard
James W. Howard
(2 cases)
Grand Larceny, 2nd degree
[Sections 528, 581 Penal Code].

RANDOLPH B. MARTINE,
vs. Sept 1886 District Attorney.

Plead guilty
A True Bill.
S. P. Two years & 6 mos.

Wm. Howard
Foreman.

No 40

0599

Police Court—

15th District.

Affidavit—Larceny.

City and County }
of New York, } ss.George Bell
of No. 66 South Street, aged 66 years,
occupation Ship Chandler & Grocer being duly sworndeposes and says, that on the 11th day of August 1886 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:

Seven coils of Manila rope Two
half Barrels of Sugar one barrel
of flour one barrel of pilot bread
five Hams one box of raisins
Six Kegs of white lead Ten pounds
of Coffee and two pounds of tea
all together of the value of Two Hundred
and ninety three dollars

the property of

Deponent

and that this deponent
has a probable cause to suspect, and does suspect, that the said property was feloniously taken, stolen,
and carried away by James W. Howard

(now here) for the reasons to wit: that
on the 10th day of August 1886 the defendant
came to deponent's place of business no
66 South Street and represented to deponent
that he defendant was part owner of the
Schooner Sarah D. Bell and that he
desired to purchase a bill of goods and
ordered the above bill of goods as per
annexed receipt to be delivered at
Commanipaw Tietjen & Langs Dock and
handed deponent Tietjen and Langs Card
and on the following day the 11th day of
August the said defendant called on
deponent at deponent's place of business

Subscribed before me this

day

0600

stated to deponent that his vessel had arrived from Newburgh and was at the dock of Fitch and Lang/Communion New Jersey and that he desired to use the rigging and for deponent to send the goods to Communion right away and asked deponent to give him defendant the bill of the goods and that the defendant would go and get his freight money and pay for said goods on said date and on these representations deponent ordered his Carman Charles Sedgwick of No 68 South Street to deliver the aforesaid bill of goods at Communion New Jersey and deponent is informed by said Carman Sedgwick that while he was on his way to Communion New Jersey he met the said defendant Howard in the ferry house in New Jersey and the defendant said to the Carman Sedgwick come this way and showed the Carman where the defendant wanted the goods delivered and said Sedgwick asked defendant where was the schooner and the defendant pointed out in the stream and said the schooner was lying out in the stream pointing to a number of schooners that were lying in the stream and said Carman Sedgwick delivered the goods on the dock of Fitch & Lang adjoining the balance dock and defendant Howard signed the annexed receipt for the delivery of said goods wherefore deponent believing said representations made to him by said defendant to be true delivered defendant said property and deponent is since informed that said representations were false and untrue and made with intent to cheat and defraud deponent and defendant with the said property and appropriates the same to his own use

Sworn to before me this
21st day of August 1886

Geo. Bell
Notary

Police Justice

0601

CITY AND COUNTY }
OF NEW YORK, } ss.

aged 53 years, occupation Charles Sedwick
Barman of No.

68 South Street, being duly sworn deposes and
says, that he has heard read the foregoing affidavit of George Bell
and that the facts stated therein on information of deponent are true of deponents' own
knowledge.

Sworn to before me, this

day of

21st
August 1888

Chas. Sedwick

[Signature]

Police Justice.

0602

Sec. 198-300.

District Police Court.

CITY AND COUNTY OF NEW YORK, { ss

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

Question. What is your name?

Answer

Question. How old are you?

Answer

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer

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

Answer.

I am not guilty I demand an examination
J B Howard

Taken before me this

day of

Police Justice.

0603

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

W. Howard
for 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 August 24, 1886 [Signature] Police Justice.

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

Dated _____, 188 _____ Police Justice.

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

Dated _____, 188 _____ Police Justice.

0604

BAILED,

No. 1, by

Residence

Street.

No. 2, by

Residence

Street.

No. 3, by

Residence

Street.

No. 4, by

Residence

Street.

By Aug 24
J. J. Clute

Police Court

1280
1st District

THE PEOPLE, &c.,

ON THE COMPLAINT OF

George Bell

607 South

James W. Howard

2

3

4

Dated

August 21

1886

Magistrate.

Officer.

Precinct.

Witnesses

No.

Street.

No.

Street.

No.

Street.

\$

1000

to answer

G. J.

W. J. C.

W. J. C.



0605

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

James W. Howard

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

James W. Howard —

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

The said James W. Howard,

late of the First Ward of the City of New York, in the County of New York aforesaid on the *eleventh* day of *August*, in the year of our Lord one thousand eight hundred and eighty — *six* —, at the Ward, City and County aforesaid, with force and arms,

six rods of manilla rope of the value of twenty dollars each rod, and two rods of oakum of the value of twenty dollars each rod.

of the goods, chattels and personal property of one

Frederic Van Wageningen, —

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.

Randolph B. Smith,
District Attorney

0606

J. M. Brady

Counsel, *[Signature]*
Filed *10* day of *Sept* 188*6*
Pleads: _____

Witnesses:

Geo. Bell

THE PEOPLE
v.s. *R*
James W. Howard
(2 cases)
Grand Larceny, 2^d degree
[Sections 628, 631, Penal Code.]

RANDOLPH B. MARTINE,
Prsnt 13/16 District Attorney.
Subsided in Geo. W. H. H.
A True Bill. *13/16*

[Signature]
Foreman.

No 99

0607

New York, Aug 11 186
Received from Pollock & Van Wagenen, in good order
on board the Sarah & Fells for
the following packages:

Marked:

1 Mail 2¹/₂ Mania

1 " 2¹/₂

3 " 3

1 " 3¹/₂

W Howard

2 Bates Aakum

Tremain & Co., Printers and Stationers, 71 and 73 Broadway, New York.

0608

Police Court—1st District.

Affidavit—Larceny.

City and County
of New York, } ss.of No. 212 West Georg Van Wagenen Street, aged 51 years,
occupation Ship Chandler being duly sworndeposes and says, that on the 11th day of August 1886 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:Six Coils of Manila Rope and
Two Bales of Oakum together of the
value of One Hundred & Ninety
One Dollarsthe property of Alexander Pollack & 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 James W. Howard(Now here for the reasons following
to wit; that deponent is informed
by James P. Knight Chief Clerk in deponent
employment that on the above described
date at about the hour of eleven o'clock
A.M. the defendant came to the above
described place of business of deponent
and ordered the above mentioned bill
of goods and ordered the said goods
to be delivered to the Schooner Sarah
D. Hill at Communipaw New Jersey
and stated that he was the Captain
of said Schooner and that he defendant
desired to purchase some more articles on

Seems to be before me this

188

Police Justice

0609

the following day August the 12th and that
 he defendant would pay for the above
 described goods on said following day
 and on these representations said Chief
 Clerk Haigh ordered the Carman
 Michael Nolan of 212 West Street to
 deliver the aforesaid bill of goods to
 Communipaw New Jersey to the Schooner Sarah
 D Gill and the Carman was on the way
 to Communipaw to deliver said goods and
 while at the ferry house said Carman Nolan
 was met by said defendant Howard and
 when they arrived at Communipaw dock
 the defendant stated that the Schooner
 Sarah D Gill was out in the stream pointing
 to a Schooner lying out in the stream and
 defendant asked said Nolan to unload
 the goods on the dock and said Nolan
 did unload said goods on said dock
 and defendant Howard signed a
 receipt for said goods hereto annexed
 and signed J G Howard and the
 deponent has been informed that the name
 of the Captain of the Schooner Sarah D Gill
 is Loveland the defendant has since
 failed to pay for the above described bill
 of goods or return the same and has
 withheld and appropriated the same
 to his own use wherefore deponent
 charges said defendant with obtaining
 said goods by false and fraudulent
 representations

Sworn to before me this (Geo. Han. Magner)
 21st day of August 1886

J. Q. Kelly

Police Justice

06 10

CITY AND COUNTY }
OF NEW YORK, } ss.

James P. Haight
aged 38 years, occupation Clerk of No.

212 West Street, being duly sworn deposes and
says, that he has heard read the foregoing affidavit of Georg Van Wageningen
and that the facts stated therein on information of deponent are true of deponents' own
knowledge.

Sworn to before me, this

day of

1886

21st August
James P. Haight
Police Justice.

06 1 1

Sec. 198-200.

CITY AND COUNTY OF NEW YORK, { ss

10th District Police Court.

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

Question. What is your name?

Answer.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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

Answer.

I am not guilty and I demand an examination of W Howard

Taken before me this

day of

August 1938
J. J. Duffy
Police Justice.

06 12

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

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

Dated Aug 24 1886 [Signature] Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0613

BAILED,

No. 1, by

Residence _____ Street.

No. 2, by

Residence _____ Street.

No. 3, by

Residence _____ Street.

No. 4, by

Residence _____ Street.

At Stephen H Mills
South St
Jeremiah L Clark
195 West Street

Police Court

15th District

THE PEOPLE, &c.,

ON THE COMPLAINT OF

George Van Warner
212 West
James W Howard

2

3

4

Dated

August 21

1886

Duffy

Magistrate.

Thomas & Tail

Officer.

3

Precinct.

Witnesses

Geo P Taylor

No.

212 West

Street.

No.

Michael Nolan

Street.

No.

68 South

Street.

\$

1000 to answer G. S.

Ex. Tuesday Aug 24. 30

No 40

06 14

Received, New York, *Aug 11th* 1886

from HICKS & BELL,

the following articles, in good order, on board

Schr. Sarah & F. L.

2 Coils 2 in mauls

1 Coil 7 in

3 Coils 3 in

1 Coil 4 1/2 in

1/2 Bbl Grand Sugar

1/2 Bbl yellow

1 Bbl & flour

1 Bbl Pilot Brand

5 C C Ham

1 Bbl & 2 Raisins

6 Regs White Lead

10 lbs Red Java Coffee

2 lbs mixed Sugar

J. W. H. Bell

06 15

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

James W. Howard

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

James W. Howard —

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

The said *James W. Howard*,

late of the First Ward of the City of New York, in the County of New York aforesaid on the *eleventh* day of *August*, in the year of our Lord one thousand eight hundred and eighty-*six* — , at the Ward, City and County aforesaid, with force and arms,

seven coils of manilla rope of the value of twenty dollars each coil, two half barrels of sugar of the value of five dollars each half barrel, one barrel of flour of the value of seven dollars, one barrel of pilot bread of the value of twelve dollars, five hams of the value of three dollars each, one box of raisins of the value of six dollars, six bags of white lead of the value of ten dollars each bag, ten pounds of coffee of the value of twenty cents each pound, and two pounds of tea of the value of fifty cents each pound.

of the goods, chattels and personal property of one *George Bell*.

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.

David J. Permarine
District Attorney

06 16

BOX:

230

FOLDER:

2255

DESCRIPTION:

Howard, William W.

DATE:

09/10/86



2255

06 17

Knox Munnell

Witnesses

William Kelly
Off Davis, 14th Pr
May Wooding

Counsel,

Filed

10 day of Sept 188

Pleads,

Sept 13

THE PEOPLE

vs.

R

William W. Howard

ASSAULT IN THE THIRD DEGREE.

(Section 219, Penal Code.)

RANDOLPH B. MARTINE,

District Attorney.

At true Bill

13

Wend Macrae

Sept 30th Foreman

9.8.13

Sept 2nd

No 70

off 9.10 9.10

06 18

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

William W. Howard

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

William W. Howard

of the CRIME OF ASSAULT IN THE THIRD DEGREE, committed as follows:

The said *William W. Howard*.

late of the First Ward of the City of New York, in the County of New York
aforesaid, on the *nineteenth* day of *August*, in the year of our Lord
one thousand eight hundred and eighty-*six*, at the Ward, City and County
aforesaid, in and upon the body of one *Kate Sawyer*,

and indecently in the peace of the said people then and there being, with force and arms, unlawfully
did make an assault and *then* the said *Kate Sawyer*,
and indecently did then and there unlawfully beat, wound and illtreat, to the great damage of the
said *Kate Sawyer*, 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.

RANDOLPH B. MARTINE,

District Attorney.

06 19

BOX:

230

FOLDER:

2255

DESCRIPTION:

Howard, William

DATE:

09/28/86



2255

0620

BOX:

230

FOLDER:

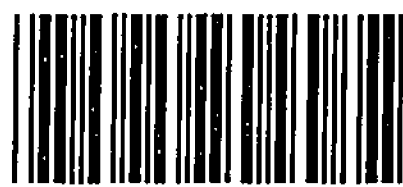
2255

DESCRIPTION:

Parnell, George

DATE:

09/28/86



2255

0621

No. 281 - B. 10 ordered

Witnesses:

Counsel,
Filed *DS* day of *Sept* 188*6*
Pleads,

THE PEOPLE
31. 2 81. vs. *P*
310 *—*
William Howard
44 170014
187 170014 and *P*
George Parnell
also George Parnell

Grand Larceny, 2nd Degree.
(From the Person.)
[Sections 528, 531, Penal Code.]

RANDOLPH B. MARTINE,
Pr Sept 14/12 District Attorney.
Brak pleads guilty.

A True Bill.

Alfred Maclean
Foreman.
1 S. P. three years.
2 " four years.

No 281

0622

Police Court—2 District.

Affidavit—Larceny.

City and County } ss.
of New York,of No. Grand Central Hotel Street, aged 53 years,occupation Dealer in real estate being duly sworndeposes and says, that on the 25 day of September 1886 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 Open Face gold watch with a gold plated
chain attached of the value of
fifty dollarsthe 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 William Savard and George Varnell (both now here) for the reason, that deponent has been informed by Officer Charles B. Williams Detective of the Central Office, that about the hour of 3.30 P.M. on the above date as deponent was standing in Washington Square, looking at the drill and parade of the Fire Department, he saw the defendants William Savard and George Varnell, together and acting in concert, that he saw the defendant George Varnell crowd against deponent in such a manner as to conceal the actions of his accomplice William Savard, while he saw the said William Savard take the above described watch out of the pocket of the suit then and there worn by deponent, as part of his bodily clothing, and to which watch the above described chain was attached.

Sworn to before me, this day of 188

Police Justice.

0623

and the other end of said chain fastened into defendant's belt;
that he gave the defendant ~~the~~ ^{the} ~~chain~~ ^{chain} immediately
after taking said watch and chain from the person of defendant
and the same to the side-walk.

Subscribed before me

this 27 day of September 1881.

John J. Hornum Thomas K. Burrill
Justice of the Peace

0624

CITY AND COUNTY } ss.
OF NEW YORK, }

aged 29 years, occupation Detective Officer of No.

Central Office Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of Thomas R. Donnell

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

Sworn to before me, this 27 day of Sept 1886 by Charles B. McManus

John J. McManus
Police Justice.

0625

Sec. 198—200

CITY AND COUNTY
OF NEW YORK

District Police Court.

William Howard 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.

William Howard

Question. How old are you?

Answer.

Thirty-one years

Question. Where were you born?

Answer,

San Francisco

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

Answer.

16310 East 81 Street, Long Beach

Question. What is your business or profession?

Answer,

Telegraph Operator

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 know nothing about it.

William Howard

Taken before me this 27

day of December 1886

John J. McNamee
Police Justice.

0626

Sec. 198-200

2 District Police Court.

CITY AND COUNTY
OF NEW YORK } ss.

George Varnell 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.

George Varnell

Question. How old are you?

Answer.

Forty-four years

Question. Where were you born?

Answer,

Boston Mass

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

Answer.

182 Bowler St Eighteen months

Question. What is your business or profession?

Answer,

Speculator

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 do not know anything about it

Geo Varnell

Taken before me this 27

day of April

1887

John J. Conners Police Justice.

0627

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

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

Dated Sept-27 1886 John H. [Signature] Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0628

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Police Court 2 District. ¹⁴⁶³

THE PEOPLE, &c.,
ON THE COMPLAINT OF

James H. Bennett

vs.

1 *William Howard*

2 *George Varnett*

3 _____

4 _____

Offence *Arson*

Dated *September 27* 188 *6*

Wm. Thomas Magistrate.

Sho. Williams Officer.

100 Precinct.

Witnesses _____

No. _____ Street.

No. *Bedford* Street.

No. _____ Street.

\$ *1000* to answer *G.S.*

Am

No 281

0629

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

William Howard
and
George Cornell

The Grand Jury of the City and County of New York, by this indictment, accuse
William Howard and George Cornell
of the CRIME OF GRAND LARCENY in the second degree, committed as follows:

The said William Howard and George Cornell, both -

late of the First Ward of the City of New York, in the County of New York aforesaid, on the
Twenty-fifth day of September, in the year of our Lord one thousand
eight hundred and eighty-five, in the day time of the said day, at the Ward, City and
County aforesaid, with force and arms,

one watch of the value of forty
five dollars, and one chain of the
value of five dollars,

of the goods, chattels and personal property of one Thomas N. Cornell,
on the person of the said Thomas N. Cornell -
then and there being found, from the person of the said Thomas N. Cornell,
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.

David J. Martin,
District Attorney

0630

BOX:

230

FOLDER:

2255

DESCRIPTION:

Huerta, Manuel

DATE:

09/30/86



2255

[illegible]

after continual
efforts to force
compulsant &
ask that the
prisoner be directed
in his own recogni-
-tion
Dec 1st = Jb G.S.D
a.d.a

Wm. S. T. Caldwell
 of Placer
 Counsel,
 Filed 30 day of Sept 1886
 Pleads Not Guilty ver!

THE PEOPLE

ASSAULT IN THE FIRST DEGREE, ETC.
(Sections 217 and 218, Penal Code).

Manuel J. Luersta

Mr. West/92
Brought by A to his ma
nager.

District Attorney.

A TRUE BILL
Cow *Can* *Be*

John D. Wood
Florence.

Dec 19 19 Mar 30
G.L.D. G.L.D.

0632

PART 2.

THE COURT ROOM IS IN THE THIRD STORY AND FRONTING THE PARK.
If this Subpoena is disobeyed, an attachment will immediately issue
Bring this Subpoena with you, and give it to the Officer at the Court Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

Warrant
SUBPENA

FOR A WITNESS TO ATTEND THE

Court of General Sessions of the Peace,

The People of the State of New York,

To: *Edward Rapp*

of No. *143 Oliver* Street.
124 Cherry

GREETING :

WE COMMAND YOU, That, all business and excuses ceasing, you *appear* in your proper person, before the Court of General Sessions of the Peace, to be holden in and for the City and County of New York, at the Sessions Building, in the Park of the said City, on the *14th* day of *July* instant, at the hour of eleven in the forenoon of the same day, to testify the truth, and give evidence *in our* behalf, against

Mamuel Huerta
in a case of Felony whereof *he* stands indicted. . And this you are not to omit, under the penalty of Two Hundred and Fifty Dollars.

Witness, Hon. FREDERICK SMYTH, Recorder, of our said City, at the City Hall, in our said City, the first Monday of *July* in the year of our Lord, 188 *8*

RANDOLPH B. MARTINE, *District Attorney.*

0633

GLUED PAGE

Court of General Sessions.

THE PEOPLE

vs.

Amel Huerta

County of New York, ss.

deposes and says: I reside at No.

John J. Carroll

being duly

245 Clinton

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 30 day of November 1886, I called at No. 124 Cherry Street

the alleged residence of Edward Davis

the complainant herein, to serve him with the annexed subpoena, and was informed by Mrs Moore with whom the said Davis formerly resided at 46 Oliver and also at 124 Cherry Street that the said Davis has left her board & lodging about seven or eight weeks ago and has not seen him since, that she does not know where he is or where he can be found. I have called on several previous occasions with the same result.

Sworn to before me, this

day

of December 1st 1886

Rudolph L. Scharf
Clerk of Deeds
N.Y. City

John J. Carroll
Subpoena Server.

0634

Court of General Sessions.

THE PEOPLE, on the Complaint of

Edw. Davis

vs.

Manuel Puerta

Offense:

RANDOLPH B. MARTINE,
District Attorney.

Affidavit of *John J. Carver*
Subpoena Server.

Failure to Find Witness.

0635

Affidavit Wanted

SUBPENA

FOR A WITNESS TO ATTEND THE

Court of General Sessions of the Peace,

The People of the State of New York,

To *Edward Davis*

of No. *43* *Oliver* Street.

GREETING :

WE COMMAND YOU, That, all business and excuses ceasing, you *appear* in your proper person, before the Court of General Sessions of the Peace, to be holden in and for the City and County of New York, at the Sessions Building, in the Park of the said City, on the *23* day of *November* instant, at the hour of eleven in the forenoon of the same day, to testify the truth, and give evidence in our behalf, against

Manuel Puerta
in a case of Felony whereof *he* stands indicted. And this you are not to omit, under the penalty of Two Hundred and Fifty Dollars.

Witness, Hon. FREDERICK SMYTH, Recorder, of our said City, at the City Hall, in our said City, the first Monday of *November* in the year of our Lord, 188 *6*

RANDOLPH B. MARTINE, *District Attorney.*

*Moved from 43 Oliver St to
124 Cherry St has not been there since
PART 2. 5 or 6 weeks*

THE COURT ROOM IS IN THE THIRD STORY AND FRONTING THE PARK. *13* If this Subpoena is disobeyed, an attachment will immediately issue *13* Bring this Subpoena with you, and give it to the Officer at the Court Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS]

0636

GLUED PAGE

Court of General Sessions.

THE PEOPLE

vs.

Michael Huerta

County of New York, ss.:

deposes and says: I reside at No.

John J. Carroll
being duly
245 Clinton

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 22 day of November 1886,

I called at No. 124 Cherry Street

the alleged residence of Edward Davis

the complainant herein, to serve him with the annexed subpoena, and was informed by Mrs. Moore with whom the said Davis boarded at 43 Oliver Street and lately at No. 124 Cherry Street, that she has not seen him for the past 5 or 6 weeks and does not know where he now resides or where he can be found.

Sworn to before me, this 23 day

of Nov 1886

Rudolph L. Schief
Court of Sessions

John J. Carroll
Subpoena Server.

Court of General Sessions.

THE PEOPLE, on the Complaint of

Edward Davis

vs.

Manuel Puente

Offense:

RANDOLPH B. MARTINE,

District Attorney.

Affidavit of

J. J. Carroll

Subpoena Server.

Failure to Find Witness.

0637

0638

Court of General Sessions.

Part 4

THE PEOPLE

vs.

Manuel Huerta Adame

City and County of New York, ss.

Thomas J. Wade

sworn, deposes and says: I am a Police Officer attached to the

being duly

in the City of New York.

On the

day of

November

1887

I called at

and several other times at No 123.

the alleged residence of Edward Davis

the complainant herein, to serve him with the annexed subpoena, and was informed by

One Mr. Moore, with whom said Davis
boarded that said Davis after being out-
-doored about the 20th of Sept 1886, left
this place, and has not since been
seen - Defendant has made diligent
search for said Davis and cannot find
him -

Sworn to before me, this

day

1887

Thomas J. Wade

John W. Comar

0639

Court of General Sessions.

THE PEOPLE, on the Complaint of

W. H. H. H.

vs.

McDonald, J. H.

Offense: *W. H. H. H.*

RANDOLPH B. MARTINE,
District Attorney.

Affidavit of Police Officer

W. H. H. H.

Precinct.

Failure to Find Witness.

0640

Police Court First District.

CITY AND COUNTY
OF NEW YORK, } ss.

of No. 43 Oliver Street,

aged 73 years being duly sworn, deposes and says, that

on Tuesday the 14th day of September

in the year 1886 at the City of New York, in the County of New York,

he was violently and feloniously ASSAULTED and BEATEN by

Emanuel
Huerta (now here) who wilfully
and maliciously stabbed and
cut deponent three times
on the left arm and twice
on the head with the blade
of a knife which he the
said deponent held in his
hand inflicting serious
and dangerous wounds.

That deponent
was assaulted as aforesaid
by said deponent

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

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

Sworn to before me, this

of

17 day Edw Davis
of September 1886

POLICE JUSTICE.

0641

The Society of the New York Hospital,

HOUSE of RELIEF, 160 Chambers St.

New York, Sept 15 1886

To Whom it may concern

This is to certify that
Edward Davis is unable to
leave the Hospital today
Seth Eastman
Ambulance Surgeon

0642

CITY AND COUNTY
OF NEW YORK, } ss.

POLICE COURT, 141 DISTRICT.

of Mr. Thomas F. Wade
Fourth Precinct Police Street, aged 56 years,
occupation Police Officer being duly sworn deposes and says
that on the 14th day of September 1886

at the City of New York, in the County of New York, He arrested
Emanuel Werder (now Lee.) on the
charge of assaulting Edward Davis
who is now confined in the New
York Hospital from the injuries
inflicted upon him by said defendant.
Dependent therefore asks that said
defendant may be committed for
examination so as to enable the
complainant to appear in court.

Thomas F. Wade

Sworn to before me, this

of

Sept 1886

15th day

John J. Kelly

Police Justice.

0643

Police Court, _____ District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Thomas F. Wade

vs.

Emmanuel A. White

60. Cuba. 43 Oliver

AFFIDAVIT.

Assault

Dated *Sept 15* 188 *6*

Henry Magistrate.

Wade of Officer.

Witness,

1000
17th
1st 2 P.M.

Disposition,

0644

Sec. 198-200.

CITY AND COUNTY OF NEW YORK, ss

First

District Police Court.

Emanuel Huerta 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 *Emanuel Huerta*

Question How old are you?

Answer *61 years*

Question Where were you born?

Answer *Cuba*

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

Answer *43 Oliver Street And about 17 months*

Question What is your business or profession?

Answer *Cigar maker*

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.*

Emanuel Huerta

Taken before me this

day of

Police Justice.

0645

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.....

Emmanuel Huerta
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 *Sept 17, 1886* *6 J. G. Duffy* *Police Justice.*

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

Dated.....188..... *Police Justice.*

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

Dated.....188..... *Police Justice.*

0646

1419

Police Court 1st District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Edward Davis
438 Oliver
Manuel Huerta

Offence *Assault*

2 _____
3 _____
4 _____

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Dated *Sept 17* 188 *6*

Duffy Magistrate.

Wade Officer.

Precinct. *4*

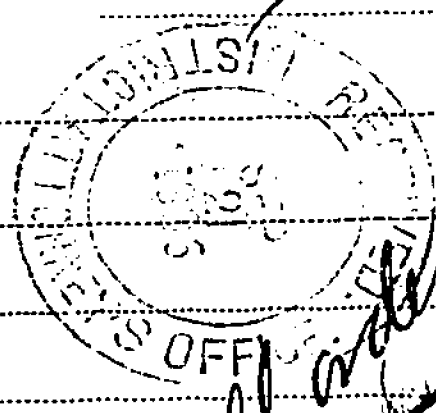
Witnesses _____

No. _____ Street.

No. _____ Street.

No. _____ Street.

\$ *1000* to answer *G. S.*



Com
No 304

0647

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Mamud Shukta

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

Mamud Shukta

of the CRIME OF ASSAULT IN THE FIRST DEGREE, committed as follows:

The said *Mamud Shukta*,

late of the City of New York, in the County of New York aforesaid, on the *fourteenth* day of *September*, in the year of our Lord one thousand eight hundred and eighty-*two*, with force of arms, at the City and County aforesaid, in and upon the body of one *Edward Davis*, in the peace of the said People then and there being, feloniously did make an assault and *in* the said *Edward Davis*, with a certain *knife*

which the said *Mamud Shukta*, in *his* right hand then and there had and held, the same being a deadly and dangerous weapon, wilfully and feloniously did beat, strike, stab, cut and wound

with intent *in* the said *Edward Davis*, thereby then and there feloniously and wilfully to kill, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

SECOND COUNT:

And the Grand Jury aforesaid, by this indictment, further accuse the said

Mamud Shukta

of the CRIME OF ASSAULT IN THE SECOND DEGREE, committed as follows:

The said *Mamud Shukta*,

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 the body of one *Edward Davis*, in the peace of the said People then and there being, feloniously did wilfully and wrongfully make an assault, and *in* the said

Edward Davis, with a certain *knife*

which *he* the said *Mamud Shukta* in *his* right hand then and there had and held, the same being an *instrument* likely to produce grievous bodily harm, then and there feloniously did wilfully and wrongfully beat, strike, stab, cut and wound, 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.

0648

THIRD COUNT---

And the Grand Jury aforesaid, by this indictment, further accuse the said
- *Marion Shuck* -
of the CRIME OF ASSAULT IN THE SECOND DEGREE, committed as follows:

The said *Marion Shuck*,
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 the body
of one *Edward Davis*, -

in the peace of the said People then and there being, feloniously did wilfully and
wrongfully make an assault, and *in* the said
Edward Davis, -

in and upon the *left arm and head* of *him* the
said *Edward Davis*, - did then and there
feloniously, wilfully and wrongfully strike, beat, *etc.*, bruise and wound,
and did thereby then and there feloniously, wilfully and wrongfully inflict
upon *him* the said *Edward Davis*, -
grievous bodily harm, to the great damage of the said *Edward Davis*, -
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.

RANDOLPH B. MARTINE,
District Attorney.

0649

BOX:

230

FOLDER:

2255

DESCRIPTION:

Huggens, George

DATE:

09/28/86



2255

0650

Witnesses:

H. J. Brown
H. J. Brown, 14th

Counsel, *Sept.*
Filed *20* day of *Sept.* 188*6*

Pleads

THE PEOPLE

vs.

George Huggens

Grand Larceny, 2nd degree
[Sections 528, 581 Penal Code].

RANDOLPH B. MARTINE,

Pr Sep 24/86 District Attorney.

pleads guilty.

A TRUE BILL.

Wm. Macleary

Foreman.

S.P. Two years.

No 285

0651

Police Court—1st District.

Affidavit—Larceny.

City and County } ss.
of New York,of No. 144 Spring Street, aged 22 years,occupation Manufacturer of Pantaloons being duly sworndeposes and says, that on the 19th day of September 1888 at the City of New

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

of deponent, in the day time, the following property viz :

Seven pairs of trousers of the
value of about fifty six dollars,
\$56-¹/₁₀₀

the property of

Henry at the time in the caseand charge 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

George Duggan Now
present before the fact that the
Defendant was employed by deponent
at that time and slept in the shop
where the property was before it was stolen
That when deponent left the store on
the night previous to the larceny the trousers
were in the place and the Defendant
had gone to bed. — That when deponent
came back on the following day about
12 O'clock the Defendant had gone and the
trousers were missing. — That after he's
arrest he admitted in the presence of
Officer Henry Kelly that he did so take
and steal the property and deponent
believes the same to be true.

— Henry J. Brown,

Sworn to before me, this
day of September
1888
at New York,
Police Justice.

0652

Sec. 198-200.

District Police Court.

CITY AND COUNTY
OF NEW YORK, ss

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

Question What is your name?

Answer

Question How old are you?

Answer

Question Where were you born?

Answer

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

Answer

Question What is your business or profession?

Answer

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

Answer

I am not guilty of the charge

George Huggens,

Taken before me this

188

Police Justice.

0653

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 _____

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

Dated *Sept 29* 188 *Wm. J. Bennett* Police Justice.

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

Dated _____ 188 _____ Police Justice.

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

Dated _____ 188 _____ Police Justice.

0654

Police Court

14th District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Henry A. Rowen
44 vs. Spring St.
George Suggens

offence
Grand

BAILED,

No. 1, by _____

Residence _____ Street.

No. 2, by _____

Residence _____ Street.

No. 3, by _____

Residence _____ Street.

No. 4, by _____

Residence _____ Street.

Dated

188

Magistrate.

Officer.

Precinct.

Witnesses

No. _____ Street.

No. _____ Street.

No. _____ Street.

\$ *000* to answer *Ok*

No 585

(Com)



0655

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

Fitzgerald Snuggers

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

Fitzgerald Snuggers

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

The said *Fitzgerald Snuggers*,

late of the First Ward of the City of New York, in the County of New York aforesaid on the ~~nineteenth~~ day of ~~September~~, in the year of our Lord one thousand eight hundred and eighty-~~six~~ — , at the Ward, City and County aforesaid, with force and arms,

seven pairs of trousers of the

value of nine dollars each pair.

of the goods, chattels and personal property of one

Henry J. Brown,

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.

Richard B. Martin,
John G. Gannon

0656

BOX:

230

FOLDER:

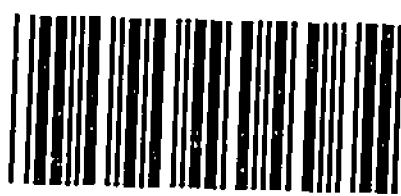
2255

DESCRIPTION:

Hughes, John

DATE:

09/10/86



2255

0657

Witnesses:

Markus Maher
Off McCornell, 50th

Counsel,

Filed 10 day of

1886

Pleads

Prozelyt

THE PEOPLE

vs.

Assault in the First Degree, Etc.
(Sections 217 and 218, Penal Code).

John Hughes

24. N.E.
43. N.E.
birds m4

RANDOLPH B. MARTINE,

District Attorney.

Sept 30/86
Bill name to

A True Bill.

Oct 3. Pen. Two years

McCornell

Foreman.

No 50 Sept 27/86

off McCornell

0658

Police Court—27 District.

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

of No. 432 West 17th Street, aged 27 years,
occupation Sailer Maker being duly sworn
deposes and says, that on 15 day of August 1886 at the City of New
York, in the County of New York,

he was violently and feloniously ASSAULTED and BEATEN by John Hughes
Now here, did willfully, aim
and discharge a pistol
at deponent loaded with
ball and cartridge, said
ball struck deponent in
the left side and inflicted
a severe wound

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

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

Sworn before me, this 17 day
of Aug 1886.

Martin Maher

J. M. Ford Police Justice.

0659

Sec. 198-200.

CITY AND COUNTY OF NEW YORK, ss

2 District Police Court.

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

Question What is your name?

Answer

Question How old are you?

Answer

Question Where were you born?

Answer

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

Answer

Question What is your business or profession?

Answer

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

Answer

I am not guilty

John Hughes

Taken before me this

day of

188

Police Justice.

0660

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

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

Dated Aug 17 1888 J. Hemmickford Police Justice.

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

Dated _____ 188 . _____ Police Justice..

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

Dated _____ 188 . _____ Police Justice.

0661

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

Martin Maher
432 W. 17th

1 *John Hughes*
2
3
4

Office *Dilmon*
Adams

Dated

August 17 188*8*

Magistrate.

Ford
McConnell Clerk Officer.

Precinct.

Witnesses

Thos. Keegan

No.

231 W. 3rd Street.

No.

Street.

No.

Street.

\$

1000 to answer *Yes*

No 50

0662

Court of General Sessions of the Peace
OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

John Hughes

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

John Hughes —

of the CRIME OF ASSAULT IN THE FIRST DEGREE, committed as follows :

The said *John Hughes*,

late of the City of New York, in the County of New York aforesaid, on the *thirtieth* day of *August*, — in the year of our Lord one thousand eight hundred and eighty-*six*, with force of arms, at the City and County aforesaid, in and upon the body of one *Martin Maher*, in the peace of the said People then and there being, feloniously did make an assault and to, at and against *him* the said *Martin Maher*, a certain *pistol* then and there loaded and charged with gunpowder and one leaden bullet, which the said *John Hughes*, in *his* right hand then and there had and held, the same being a deadly and dangerous weapon, wilfully and feloniously did then and there shoot off and discharge, with intent *him* the said *Martin Maher*, thereby then and there feloniously and wilfully to kill, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

SECOND COUNT:

And the Grand Jury aforesaid, by this indictment, further accuse the said

John Hughes —

of the CRIME OF ASSAULT IN THE SECOND DEGREE, committed as follows :

The said *John Hughes*,

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 the body of one *Martin Maher*, — in the peace of the said People then and there being, feloniously did wilfully and wrongfully make an assault, and to, at and against *him* the said *Martin Maher*, a certain *pistol* then and there charged and loaded with gunpowder and one leaden bullet, which the said *John Hughes*, in *his* right hand then and there had and held, the same being an instrument likely to produce grievous bodily harm, then and there feloniously did wilfully and wrongfully shoot off and discharge, 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.

RANDOLPH B. MARTINE,

District Attorney.

0664

BOX:

230

FOLDER:

2256

DESCRIPTION:

Innis, George

DATE:

09/17/86



2256

0665

POOR QUALITY
ORIGINAL

This indictment
Witnesses:
was found Sept
1886 -

It is impossible
at this late day to
ascertain the
whereabouts of the
complainant.
Even if the
complainant could
be found - It is
doubtful if a con-
-viction could be had.
I ask that the
defendant be dis-
charged on his own
recognizance G.S.B.
March 7th 1893 A.D.

Counsel,
Filed 17 day of Sept 1886
Pleads Not guilty (30th rule)

THE PEOPLE

George Innis

Grand Larceny, 3rd degree
[Sections 528, 530, Penal Code]

RANDOLPH B. MARTINE,
District Attorney.

A True Bill.

Wm. J. Macleay
May 5/93 Foreman.
Bail Discharged

0555

KNOW ALL MEN BY THESE PRESENTS,
that I, William S. Williams of the City of New York for and
in consideration of three Louisville and Nashville Railroad
Company, coupon First Mortgage six per cent bonds of \$1000
each, New Orleans and Mobile Division, and other good and
valuable consideration, the receipt whereof is hereby ac-
knowledge, to me in hand paid by James M. Brown, Charles
D. Dickey, Howard Potter, John Crosby Brown, John E. Johnson,
Francis A. Hamilton, Mark Wilks Collet, Stewart H. Brown,
Frederick Chalmers and Alexander Hargreaves Brown, composing
the firm of Brown Brothers and Company, of the City of New
York, the equivalent of three other Louisville and Nashville
Railroad Company bonds of \$1000 each, numbered respectively
⁴⁶⁹³
4694 & 4695 by me loaned to George Innis and by him
hypothecated with the said firm of Brown Brothers and Com-
pany, have remised, released, and forever discharged, and
by these Presents do for myself my heirs, executors and ad-
ministrators, remise, release and forever discharge the said
James M. Brown, Charles D. Dickey, Howard Potter, John
Crosby Brown, John E. Johnson, Francis A. Hamilton, Mark
Wilks Collet, Stewart H. Brown, Frederick Chalmers and
Alexander Hargreaves Brown, their and each of their heirs,
executors and administrators of and from all and all manner
of action and actions, cause and causes of action, suits,
debts, dues, sums of money, accounts, bonds, bills, special-
ties, covenants, contracts, controversies, agreements, judg-
ments, claims and demands whatsoever, in law or in equity,
which against the said James M. Brown, Charles D. Dickey,
Howard Potter, John Crosby Brown, John E. Johnson, Francis

0667

to Hamilton, Mark Wilks Collet, Stewart B. Brown, Frederick Chalmers and Alexander Hargreaves Brown, I ever had, now have or which my heirs, executors, administrators or assigns, or any of them, hereafter can, shall or may have, for or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF, I have hereunto set my hand
and seal the 21st day of November 1887.

Sealed and delivered
in the presence of W. S. Williams (E.S.)
Isreal F. Fisher

City and County of New York, SS.

On this twenty second day of November 1887,

personally appeared before me William S. Williams, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public, No. Y. 000

0668

Supreme Court,

County of New York,

William S. Williams,

vs.

James M. Brown, et al.

It is hereby consented and agreed that the above
entitled action be discontinued without costs to either
party as against the other, and that an order to this effect
be entered without further notice.

New York, November 22nd, 1887.

Gary & Whitridge

Attys for defts

H. S. Bennett

Atty for Plff

0669

At a Special Term of the Supreme
Court held in and for the City and
County of New York, at the County
Court House in said City on the
22nd. day of November 1887.

Present

The Hon. George C. Barrett,

Justice.

William S. Williams,

vs.

James M. Brown, et al

On reading and filing the annexed consent, and on
motion of Cary & Whitridge, defendants' Attorneys,

O R D E R E D that the above entitled action be
discontinued without costs to either party as against the
other.

A copy

James A. Flack

(1. S.)

Clerk

0670

Received from Messrs. Brown Brothers and Company
three Louisville and Nashville Railroad Company coupon First
Mortgage six per cent bonds of \$1000 each, New Orleans and
Mobile Division, and \$701.55 dollars in lieu of the coupons
detached and int thereon, being the equivalent of three
Louisville and Nashville bonds of like denomination and
issue pledged with said Brown Brothers & Company by George
Jannis.

W. S. Williams.

0671

N. Y. Supreme Court

William S Williams

v

James M Brown

et al

copy
Release, discontinue
and receipt

0672

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

SS.

William S. Williams, being duly sworn says:-
I am now and have been for 15 years last past, a resi-
dent of the City of New York.

On the 29th. day of April 1881, I owned and held Fifty \$1,000 coupon first Mortgage six per cent Louisville and Nashville Railroad Company Bonds, New Orleans and Mobile Division, which were then worth *about* 110 per cent, amounting to the sum of \$55,000 and were numbered consecutively from 4,651 to 4,700 both inclusive.

On that day at the City of New York, I loaned to George Innis the said Fifty Bonds without any consideration upon his agreement to return the same to me within six months, he further agreed that the Bonds should not be sold. At the expiration of the said six months I requested the said George Innis to return me the said Bonds, but at his request and for his accommodation I extended the time for the return of said Bonds as follows, to wit: Twenty of said Bonds were to be returned on the 1st. day of February 1882, Fifteen of them on the 1st. day of March 1882, and the remaining Fifteen on the 1st. day of April 1882, with all coupons belonging therewith.

At the expiration of said periods I demanded the return of said Bonds and kept demanding them persistently and repeatedly from the said George Innis

0673

who repeatedly promised to return them, but the said George Innis did not return ^{them}, nor has he returned any or either of them. Subsequently, to wit: on the 24th. day of August 1883, and while I was urging said George Innis to return me the said Bonds the said George Innis had in his possession and under his control Five of said Bonds numbered consecutively from 4,696 to 4,700 both inclusive which he had taken from the ^{Central} Trust Company ^{of New York} and which he ^{should} ~~ought~~ and could have delivered and returned to me. Instead of returning them to me, ^{prior to or} ^{without my knowledge} he during the month of November 1883, at the City of New York delivered the same, to one Rezin A. Wight, and authorized said Wight to obtain a loan thereon. A loan of \$4,000 was then obtained by said Rezin A. Wight from the ^{Mechanics} ~~Mechanics~~ National Bank of the City of New York upon the said Five Bonds, \$1,500 of which amount he gave to the said George Innis and the balance ~~\$2~~,500 was retained by the said Wight with the permission of said George Innis, who loaned the same to him.

Subsequently and about the month of July 1884, the said Five Bonds were sold by said Bank to pay the said loan. All of this was done without my consent or knowledge.

On the 24th. day of August 1883, said George Innis deposited with Drexel, Morgan & Company of the City of New York, ^(25,000) ~~Twenty-five~~ of the aforesaid Bonds-numbered consecutively from 4,671 to 4,695 both in-

0674

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clusive as security for a loan of ~~\$20,000~~ made him by said Drexel, Morgan & Company on that day and the same remained with them as such security until on or about the month of January 1884, when Twenty-two of said Bonds numbered consecutively from 4,671 to 4,692 both inclusive were sold by said Drexel, Morgan & Company to pay said loan an account of which was rendered by them to said George Innis February 13th. 1884, showing a balance of \$447 $\frac{13}{100}$ due to him after applying the proceeds of such sale to the payment of said loan which balance was paid by them to him. The remaining Three of said Bonds, numbered consecutively 4,693, 4,694 & 4,695 were delivered by said Drexel, Morgan & Company to said George Innis February 16th. 1884. On that day the said George Innis instead of delivering the said three Bonds to me ~~delivered~~ ^{without my knowledge} delivered the same to Brown Brothers and Company of the City of New York to be held by said Brown Brothers and Company as additional security for claims they had against the said George Innis.

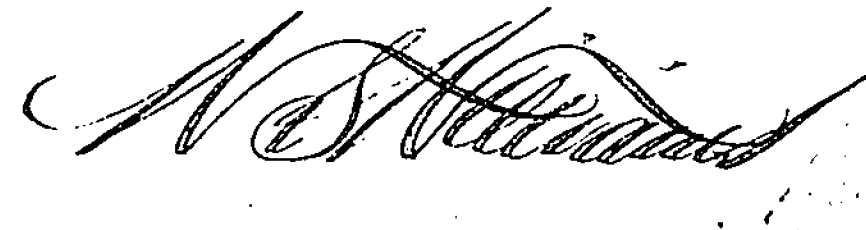
Subsequently and on the 18th. day of April 1884, the said three Bonds were sold by said Brown Brothers and Company and the the proceeds thereof applied on said claim. All of the said transactions relating to and connected with the disposition of said Bonds so loaned by the plaintiff to said George Innis and of the proceeds thereof, were without ^{my} ~~the~~ knowledge or consent ~~of the plaintiff~~ and without notice to ~~me~~ as to any or either of them.

0675

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I charge George Innis aforesaid with Grand Larceny, and with the stealing of my property, to wit: Of his having in his possession as my Bailee, the aforesaid two lots of five Bonds and three Bonds and of his appropriating the same to his own use. The aforesaid three Bonds were then of the value of ~~over~~ \$3,000 and the aforesaid five Bonds were of the value of ~~more than~~ \$5,000. *I did not discover the foregoing facts respecting the disposition of two lots of five and three bonds until in December last.* I charge that the said George Innis with the intent to deprive me of my aforesaid property and of the use and the benefit thereof appropriated the aforesaid Bonds.

*Sworn to before me this
9th day of November 1886*



*Israel S. Fischer.
Notary Public.
Chgo.*

0676

Notice that the within is
on the within entitled action in the
office of the clerk of the

Dated, N.Y. City, 188

Yours, &c.,

HENRY S. BENNETT,

Attorney for

To Esq.

Attorney for

150 194
Van der Borch
32 Broadway

is hereby admitted.

Dated New York, 188

Atty. for

To Esq.

Atty. for

Service of Copy on within

96 BROADWAY,
NEW YORK CITY.

(to be for

HENRY S. BENNETT

Charles A. Smith
King
against
Granda
150 194
Van der Borch
32 Broadway

0677

BURGONE'S "Quick" Print, 146-150 Centre St., N. Y.

In Fourth District Police Court.

THE PEOPLE, EX REL. WILLIAM S.
WILLIAMS,

AGAINST

GEORGE INNIS.

Brief for accused on motion to dismiss proceedings charging grand larceny.

Hon. George Innis, a man who has filled many places of honor and distinction in the community where he resides (pp. 12, 13 of July 1), and who has been for over thirty years at the head of the dye wood business of America (p. 12 of July 1), is summoned into a criminal court by a malicious creditor, charged with the offense of grand larceny (complaint). It appears from the prosecutor's own case that about April 29, 1881, William S. Williams loaned the accused fifty Louisville and Nashville bonds, of the par value of \$1,000 each, and took from Mr. Innis the following paper :

" NEW YORK, April 29, 1881.

" *Borrowed* and received of W. S. Williams, fifty thousand dollars of the first mortgage six per cent. Louisville and Nashville R. R. Co. bonds, New Orleans and Mobile Division, for six months, having deposited with him as *security* for the *loan* of said bonds, one thousand shares of the capital stock of the South

Yuba Water and Mining Company of California. The privilege of returning said bonds and taking up the said stock *left as collateral* prior to the expiration of six months is reserved.

GEORGE INNIS."
(p. 6, of June 23.)

The South Yuba stock was deposited with the complainant as therein specified.

A written agreement extending the time for re-exchanging said securities was subsequently entered into as follows :

" NEW YORK, Dec. 17th, 1881.

" The time for the returning AND EXCHANGE of the *within-named securities* has been and is hereby extended by arrangement and agreement for my accommodation. In consideration for said extension I hereby agree and bind myself to return to said W. S. Williams, twenty of said bonds (\$20,000), on the first day of February next, fifteen (\$15,000), on the first day of March next, and remaining fifteen (\$15,000), on the first day of April next, with all coupons belonging therewith.

GEORGE INNIS."
(p. 11 of June 23).

It will be noticed that in the first paper the word "*borrowed*," and also the words "*security for the loan*" and "*left as collateral*," are employed.

In the extension paper the words "EXCHANGE OF THE WITHIN NAMED SECURITIES" occur. The ear-marks clearly indicate that the prosecutor and accused trusted each other with these securities.

The bonds were loaned in response to a request by the accused for a loan of money (pp. 3, 6, of June 23). "I loaned them to him for his own purpose" says the prosecutor (p. 7 of June 23). "For him to use" (p. 8 of June 23). "I thought there was not a particle of danger" (p. 7 of June 23), as Mr. Innis represented he was abundantly solvent. The prosecutor himself in

Innis was not a bailee, servant, agent, clerk or trustee, nor was he a person authorized by agreement to hold or take possession of the property within the meaning of the section. In all such cases the absolute title remains unchanged. The party in possession of the property holds it solely for the owner.

In the case at bar, confessedly, Innis was the borrower of the bonds, the securities having been exchanged, with authority to use them.

Mere lapse of time could not transform an act which, at one time, was lawful, into a crime if done at another time.

POINT II.

The Penal Code does not apply to this case.

The possession of these bonds was obtained, and the agreement for the exchange of securities entered into in April, 1881. The Penal Code did not go into operation till 1882.

Section 719 of this Code provides that "nothing contained in any provision of this Code applies to an offense committed *or other act done*, at any time before the day when this Code takes effect." It thus appears that the rights of the parties were fixed by an agreement entered into prior to the Code, which agreement it is now claimed is violated; and these rights, we claim, must be measured by the rules of law prevailing at that time. The agreement of April, 1881, is the foundation of the prosecutor's case, and is, manifestly, a constituent element of the alleged crime. This is shown by the fact that this agreement is set forth in the complaint herein.

Hence, the Penal Code does not apply.

referring to the transaction uses the words "borrowed these bonds" (p. 25 of July 1).

The prosecutor claims that the three bonds in controversy were delivered by the accused to Brown Brothers & Co., after a demand for their return.

Mr. Innis says no formal demand for the return of the bonds was made prior to their delivery to Brown Brothers & Co.; that he transferred them to Brown Brothers & Co. in a belief of his right so to do under the arrangement with Mr. Williams; that he did so "openly and avowedly" in the usual course of business; that he formed no intention to steal the bonds; derived no new advantage and received no money from Brown Brothers & Co. on the transfer; was under no obligation to favor that firm; and that the whole transaction bore none of the surroundings of a larceny.

POINT I.

No larceny under Section 528 of the Penal Code is proved.

Prior to the Penal Code, in order to convict of larceny, the jury must be satisfied that the *taking* of property was with a felonious intent; it was not sufficient to find that after the taking it was converted to the use of the prisoner with a felonious intent.

It was necessary to find that the intent to steal existed at the time of the taking—"cepit animo furandi."

Wilson vs. The People, 39 N. Y., 459.

It will be conceded on the authority of this case that, before the enactment of the Penal Code, the act complained of was not a larceny.

We assert with much confidence that Sec. 528 of the Penal Code was never intended to apply to the case of a possession with authority to use.

Brown Brothers & Co., and derived no immediate advantage from the transfer.

Are there any of the *indicia* or surroundings usually attendant upon a larceny here? Surely it is an answer to this criminal charge that this "claim of title" to pledge the bonds was "preferred in good faith," and this is a "sufficient defense," though "untenable."

POINT IV.

There is no proof of criminal intention on the part of the accused to steal the bonds.

A felonious intent is still a necessary ingredient in the crime of larceny.

People vs. Moore, 37 Hun, 85.

There must be an intent to steal.

In People vs. Devine, 20 Hun, 102, the Court reversed a conviction for petit larceny, saying, "innocence must be presumed. Guilt can be established only by clear and convincing proof." It appeared that the accused took a dollar bill from a money drawer, but returned it. The Court say, "His action was in no respect secret; nor does it appear that he attempted to hide the bill from observation, and he at once returned it with the remark, then permitted to pass undisputed, that his action was in fun." The Court continued: "Such conduct * * * falls far short of larceny, in the absence of all proof of secret action or of evidence tending clearly to show an *intent to deprive the owner of his property*." Does not this apply to the case at bar? The alleged larceny of these bonds was a simple business transaction, consummated in the ordinary way, under a claim of right, with none of the usual incidents of a larceny accompanying it.

POINT III.

Section 548 of the Penal Code is a complete bar to this prosecution.

This section reads:

"Upon an indictment for larceny it is a sufficient defense that the property was appropriated openly and avowedly under a claim of title preferred in good faith even though such claim is untenable."

Surely this section of the Code was framed to meet exactly such a case as the one at bar. Was not the transfer of the bonds from Drexel, Morgan & Co. to Brown Brothers & Co. effected "openly and avowedly" under a claim of title preferred in good faith? Mr. Innis claimed by virtue of the contracts or receipts to be vested with the right to hypothecate the bonds. He exercised this supposed right "openly and avowedly" in the usual course of business. He told Mr. Gillen where the bonds were (p. 17 of July 1) and promised to send them to him; Mr. Innis gave Mr. Pearson, a clerk (p. 17 of July 1), an order (p. 5 of July 1) written on the printed letter-head of Gifford, Sherman & Innis, directing Drexel, Morgan & Co. to deliver the three bonds to Mr. Pearson. The latter carried out the direction and left the bonds with Brown Brothers & Co. (p. 17 of July 1; p. 7 of July 1).

Was not this transfer effected openly and avowedly?

Mr. Gillen knew of it.

Brown Brothers knew of it.

Drexel, Morgan & Co. knew of it.

Wm. S. Nelson knew of it.

E. S. Pearson knew of it.

And the order for the transfer was written on the ordinary business firm letter-head.

Mr. Innis says (p. 24, of July 1) that he made this transfer of bonds in a belief that he had a right to so use them "by reason of his arrangement with Mr. Williams;" that he never formed any intention to steal them, was under no particular obligation to favor

Mr. Innis denies any intention to steal the bonds (p. 24 of July 1). This is uncontradicted either, by testimony or circumstances, and is competent evidence in his behalf.

See People vs. Baker, 96 N. Y., 340.

In an action for deceit the point is well taken on a motion for a nonsuit "that there was no evidence of an intention, on defendant's part, to deceive or mislead the plaintiffs. This is essential to the cause of action and must be proved, not presumed."

Macullar vs. McKinley, 99 N. Y., 358.

In McCourt vs. People, 64 N. Y., 586:

ANDREWS, J., says: "Every taking by one person of the personal property of another, without his consent, is not larceny; and this, although it was taken without right, or claim of right, and for the purpose of appropriating it to the use of the taker. Superadded to this, there must have been a *felonious intent*, for without it there was no crime." The criminal intent, continue the Court, must of necessity be found from other facts, which, in their nature, are susceptible of specific proof. "In some cases the inference is irresistible, and in others it may be, and often is, a matter of great difficulty to determine whether the accused committed the act charged with a criminal purpose. But there are usually found in connection with an act done, which is charged to be criminal, *attending circumstances which characterize it, and if these are absent, or the circumstances proved are consistent with innocence, a conviction cannot be safely allowed.*"

Continuing, the Court said:

"There was an absence of the circumstances which ordinarily attend the commission of larceny and which distinguish it from a mere trespass. There was neither fraud, stratagem or stealth. * * * There was * * * an absence of the usual *indicia* of a felonious taking. * * * To find this transaction a larceny it is necessary to override the ordinary presumption of innocence, and to reject a construction of the prisoner's conduct,

which accounts for all the circumstances proved without imputing crime, and to impute a criminal intention in the absence of the ear marks which ordinarily attend and characterize it."

Yet, in this very case where this language was employed, the conduct of the accused was high-handed. He broke down a door and, despite the protests of the occupant of the house, helped himself to some cider.

This, as we have seen, was considered to be a trespass and not a larceny.

POINT V.

The Criminal Courts should be slow to act in cases where the subject matter is in controversy in a civil action (p. 15 of June 23).

A suit brought by the prosecutor is now pending for the recovery of these identical bonds from Brown Brothers & Co., and the action of the criminal authorities here will undoubtedly affect, or tend to interfere with, the orderly administration of justice in the civil courts, where both parties will be witnesses. This Court should not lend its powerful aid to injure or promote the rights of litigants in civil cases. The determination in the civil action may also clear up the facts in controversy, and put the entire matter in its true light. We think it is apparent that this prosecution is a mere adjunct to the civil suit.

POINT VI.

The motive of the prosecutor should be considered.

Mr. Williams recovered judgment for the bonds sold out the mills of the accused, realized \$40,000, and ruined the business, arrested the accused on a body execution on Saturday night, and also presented him to a grand jury who, it is to be observed, dismissed the case.

Is there to be no limit or check upon the malice of this prosecutor, and must this unfortunate debtor, who is now struggling to regain his lost position in the financial world, spend the rest of his days in civil and criminal courts, defending himself against this "veteran litigator?"

POINT VII.

People vs. Cruger (Opinion printed at the end of this Brief) is an authority against this prosecution.

In that case the controversy was over a diamond pin left by the prosecutor in the custody of the accused. The latter claimed that he was given authority by the prosecutor to borrow money on the pin. He did so, and misappropriated the money. The prosecutor attempted to deny giving the accused authority to pledge the pin. The jury convicted the accused, and he was sent to State prison for five years. The Court of Appeals reversed the conviction. The surrounding circumstances in that case led the Court of Appeals to the conclusion that the defendant's version of the authority to loan on the pin was correct. The Court say: "If the owner intended to part with the property for a special purpose, and the defendant used it only in the way prescribed, it could not be said to be stolen. There could have been neither a false pretense nor a felonious taking on his part. * * * An omission to account for the proceeds of the loan could not by

0682

relation change the voluntary act of the owner in parting with the pin into a larcenous taking by the defendant, nor sustain the allegation upon which the indictment stood, that the defendant 'feloniously did steal, take and carry away' the property in question. *There may have been breach of trust and even fraudulent conversion of the proceeds of the loan, but that does not constitute the offense charged.*

So in the case at bar, the inability of the accused to redeem the bonds cannot by relation be changed into a larceny.

Then the surrounding circumstances here are overwhelmingly in favor of the authority of the accused to hypothecate the bonds in the manner complained of. The use of the words "borrowed," "security," "left as collateral," "exchange of the within-named securities" in the original papers evidencing the loan; the receipt by Williams of the interest as late as July, 1884, after the complaint in the suit for conversion had been verified; the fact that the accused was under no particular obligation to favor Brown Brothers & Co.; the fact that if he acted in defiance of a demand for a return of the bonds, as claimed by the prosecutor, he committed a State prison offense merely to satisfy an antecedent creditor with a little additional collateral; and the fact that he got no immediate benefit or cash advance himself; all these facts show clearly that this matter is placed in its true light by the version of the accused.

POINT VIII.

The proceedings should be dismissed.

E. ELLERY ANDERSON,
J. ADRIANCE BUSH,
FREDERICK S. WAIT,
Counsel for Accused.

E. ELLERY ANDERSON.

FREDERICK H. MAN.

Office of Anderson & Man,

COUNSELLORS-AT-LAW,

"Astor" Building, 10 Wall Street.

Cable Address,
"OSANRIDER NEW YORK."

New York, July 22 1886

My dear Mr Martine
I enclose the brief
submitted to Judge White on
the ~~present~~ application to com-
mit Mr George Lewis - I
also call your attention to
the fact that Mr Williams
has been fully aware of all
the matters of which he
now complains since the
indictment was taken before
Mr Beardslay in October
1885-1884

Yours truly
E. Ellery Anderson

Randolph B Martine Esq
Dist Atty

0683

COURT OF APPEALS.

THE PEOPLE,
Respondents,

AGAINST

KORTRIGHT CRUGER,
Appellant.

June 1, 1886.

MORRIS A. LYNG for Appellant.
RANDOLPH B. MARTINE for Respondent.

DANFORTH, J. :

The conviction is for stealing on the 10th of March, 1885, a diamond pin, the property of one Porteous. It appeared in evidence that the defendant was engaged in the business of buying and selling jewelry, and of effecting loans upon personal property; that before the time in question there had been dealings between the parties in relation to the pin, but on that day it was in the possession and under the sole control of Porteous, who, as he testified, left it with the defendant to be sold, but according to the testimony of the defendant, Porteous wanted him to procure a loan upon it, and did not direct a sale. It also appeared that at the police court on the 26th of April, 1885, at an examination concerning the same transaction, Porteous was asked this question: "You authorized a loan?" and answered "Yes, sir, when he (the defendant) suggested either a loan or a sale." Other circumstances in evidence sustain the defendant's version, and there are some which might impair the credit of the complainant as a witness. There was sufficient evidence that the defendant did procure the loan from one Hawkins.

At the close of the testimony the defendant moved for a direction of a verdict of acquittal, on the ground that "the indictment charges distinctly a larceny of a certain particular pin, and the evidence being perfectly clear that the pin was left with the defendant for the

purpose of procuring a loan on it, that he did procure a loan on it, acting exactly within the scope of his authority, and doing precisely what it was left with him for, he cannot be convicted under this indictment of the larceny of the pin."

The Court denied the motion, saying:

"The complainant claims that there was no such authority conferred upon him, that it was left with him for the purpose of sale, and not for the purpose of pledging."

The defendant then asked the Court to charge the jury as follows: "The indictment being for the larceny of a certain pin, if the jury believe that the complainant, being the owner of the pin, authorized the defendant to obtain a loan upon it, and the defendant did actually obtain that loan from Mr. Hawkins (the witness who has testified), as authorized by the complainant, they cannot convict the defendant under this indictment of the larceny of the pin."

The Court declined to do so. The exception then taken presents the only question we think it necessary to consider. The proposition presented by the request negated every ingredient of the offense charged, and if found in favor of the defendant would have made a conviction impossible. If the owner intended to part with the property for a special purpose, and the defendant used it only in the way prescribed, it could not be said to be stolen. There could have been neither a false pretense nor a felonious taking on his part. It is said, however, by the learned counsel for the respondent that the request asked too much, because it did not take in the possible intent of the defendant, "at the time of procuring the loan" to appropriate the proceeds to his own use. This by no means answers the exception; for if found according to the proposition of the request, it would appear that the defendant received the property lawfully and disposed of it according to the wish of the owner, that he not only obtained the loan, but obtained it as authorized. The request might have been amplified, but it was unambiguous, and contained a proposition good in law and to the benefit of

which the defendant was entitled. An omission to account for the proceeds of the loan could not by relation change the voluntary act of the owner in parting with the pin into a larcenous taking by the defendant, nor sustain the allegation upon which the indictment stood, that the defendant "feloniously did steal, take and carry away" the property in question. There may have been breach of trust and even fraudulent conversion of the proceeds of the loan, but that does not constitute the offense charged.

The exception was well taken.

The judgment and conviction should, therefore, be reversed and a new trial granted. "All concur."

(A copy.)

H. E. SICKELS,
Reporter, *per C.*

0685



0686

VAN SCHA . Co.,
32 Broad Street,

NEW YORK, Nov 24 1885

Vernon M Davis Esq
Atty Genl. Dist. Ct.
Hearsting -
I Enclose you
herewith copy of receipt
given at time of loan of
bonds. I would not a
printed copy of the bond
attached to copy of Mitge
be more desirable to you
than to have a bond and
the risk of its custody & quit
yourself - In reply to
your note of yesterday Mr
Geo. Davis lives at Roughton.
He formerly did business
at 120 William St this city.
Very Resp M Williams

0687

32 Broad St
New York Nov 28/88

Vernon M Davis Esq
Asst Dist Atty
Dear Sir

Geo Bertine who is asst
Cashier of the Central Trust Co

Sidney W Sharp clerk at
Mechanics National Bank

Mrs Nelson was clerk at
Drexel Morgan & Co but now
is with Young & Morse at
39 Broad St.

Wm H Allen with Brown
Bro & Co. (clerk)

It is from these parties
except Mr Sharp from whom the
evidence before you was

Obtained
Very truly Yours
J. S. Williams

0588

CABLE ADDRESS "VASEDIAL" NEW YORK.

*Cary & Whitridge,
Counselors at Law,
54 Wall St.*

120, Nass 1887.

Enclosures.

New York December 12, 1887.

1887

People vs. George Innis.--Indicted Sept. 17, 1886.

Hon. Randolph B. Martine.

Dear Sir:-

At the request of *E. E. Anderson and* Messrs. F. S. Wait, the Attorneys for George Innis, we send you herewith a copy of a general release signed by William S. Williams, a copy of a receipt for three certain bonds, and a copy of an order discontinuing ^a civil action brought by Mr. Williams against Brown Brothers & Co.

It will appear from these papers that our clients, Messrs. Brown Brothers & Co., have returned to Mr. Williams three bonds similar to those which Mr. Williams claims were improperly hypothecated by George Innis with Messrs. Brown Brothers & Co. upon February 16, 1884. We are informed that it is for this use of the bonds that an indictment was procured against Mr. Innis. You will notice that Mr. Williams recites in the release that he loaned the bonds to Mr. Innis and that Mr. Innis hypothecated them with our clients. If we may be permitted to say so, it does not seem to us that larceny was committed by Mr. Innis, or as we understand ^{that} it, ^{that} he even intended to do wrong and it does seem to us very plain that Mr. Williams has been unnecessarily harsh toward a man who, we are informed, has filled

0689

R.B.M.

2

many important positions and is now far advanced in years and completely broken in fortune. We understand that Mr. Innis has done business with our clients for many years, and that upon two separate occasions, after hearing the testimony of Mr. W. H. Gillen (who is the manager of Brown Brothers & Co.) as to the particular transaction referred to, the Grand Jury refused to find an indictment against Mr. Innis.

Very respectfully yours,

Sam. F. Whitcomb

0690

THE NEW ORLEANS, MOBILE AND TEXAS
RAILROAD COMPANY AS REORGANIZED,

Of the First Part,

THE FARMERS' LOAN AND TRUST COMPANY,

Of the Second Part,

AND

THE LOUISVILLE AND NASHVILLE
RAILROAD COMPANY,

Of the Third Part.

MORTGAGE.

NEW YORK:

BENJ. H. TYRREL, LAW PRINTER, 74 MAIDEN LANE.
1880.

*If this will not do will take
you a bond on request*

0691

This Indenture made the eighth day of May, one thousand eight hundred and eighty, between the New Orleans, Mobile and Texas Railroad Company as reorganized, a corporation organized and incorporated for the operation of a railroad in the States of Louisiana, Mississippi and Alabama, and existing under the laws of said States, party of the first part; the Farmers' Loan and Trust Company of the City of New York, a corporation created and existing under the laws of the State of New York, party of the second part, and the Louisville and Nashville Railroad Company, a corporation created and existing under the laws of the State of Kentucky, party of the third part.

WHEREAS, the railroad of the New Orleans, Mobile and Texas Railroad Company, within the city of Mobile, in the State of Alabama, and the city of New Orleans, in the State of Louisiana, and between the said cities within the States of Louisiana, Mississippi and Alabama, and all the real and personal property of said corporation of every nature and kind whatsoever, together with all rights, privileges, franchises and immunities, corporate or otherwise, from whomsoever derived, including rights of way, lands, tracks, bridges, rails, engines, cars, tenders, offices, rolling stock, tools, depots, station houses, car houses, engine houses, warehouses, freight houses, water tanks, wood sheds, section houses, wharves, landings, platforms, machine shops, machinery, business offices and furniture, as well as the full railroad stores and material owned and used or occupied for the business of said railroad.

Also seven thousand one hundred and eighteen (7,118) shares of the capital stock of the Pontchartrain Railroad Company, of the State of Louisiana, and the decree of

the United States Circuit Court for the District of Louisiana, relative to the said stock, against said Railroad Company, bearing date twenty-eighth February, 1879, and all the additions, ameliorations or replacements in, on, or to said New Orleans, Mobile and Texas Railroad of every nature and kind whatsoever which may have been made by the Trustees and Receivers thereof, including all buildings, works and machinery, landings and appurtenances of the creosote works of West Pascagoula, in the State of Mississippi, were sold at public auction, on the twenty-fourth day of April, 1880, under and in pursuance of a decree of sale, made and entered in an action of foreclosure, brought in the United States Circuit Court for the District of Louisiana in which Edwin D. Morgan and James A. Raynor, as Trustees, were plaintiffs, and the New Orleans, Mobile and Texas Railroad Company, and others were defendants, and also under and in pursuance and execution of the powers contained and expressed in the mortgage or trust deed made, on or about the first day of January, 1869, and dated that day by and between the said New Orleans, Mobile and Texas Railroad Company of the first part, and Edwin D. Morgan and Oakes Ames, as Trustees of the second part, and also under and in pursuance and execution of the powers contained and expressed in the mortgage or trust deed made on or about the eighth day of October, 1873, and dated that day, in and between the New Orleans, Mobile and Texas Railroad Company second of the name of the first part, and Oliver Ames and William S. Williams of the second part.

AND WHEREAS, the party of the first part has become the purchaser of all the property so sold, and intends to use the bonds hereinafter described and set forth in part for the purchase money thereof, the same to be secured hereby as a first mortgage and vendors' lien.

AND WHEREAS, the party of the first part hath by indenture bearing even date herewith demised unto the party of the third part, its railroad, equipments and appurtenances lying in and between the cities of Mobile and New Orleans, in the States of Louisiana, Mississippi and Alabama, and hath thereby given unto the parties of the third part, the absolute possession and management of said railroad, property and equipments for the period of fifty years.

AND WHEREAS, one condition of said lease is that the party of the third part shall advance to the party of the first part, its bonds for the sum of five millions of dollars in five thousand bonds of one thousand dollars each, payable on the first day of January nineteen hundred and thirty, with interest, at six per centum per annum, payable on the first days of July and January, in each year, as evidenced by the coupons thereto attached; such bonds and coupons to be payable in the city of New York, in gold coin of the United States of its present standard, weight and fineness. Such advance of said bonds to be made only upon the full security to be afforded to the said Louisville and Nashville Railroad Company against any liability, outlay or loss to arise thereout, by this mortgage upon the said railroad, property, equipments, franchises and appurtenances.

AND WHEREAS, the party of the third part, by a vote of its directors, and with the due approval of its stockholders at a called meeting thereof, hath determined to accept said lease and agreement for the operation and maintenance of said railroad, and to advance to the party of the first part, its bonds for the sum of five millions of dollars, as hereinabove recited, upon the condition, however, that the party of the first part, shall execute and deliver to the party of the second part, this

0693

4

first mortgage and vendors lien, as above mentioned, upon all of its railroad in the States of Alabama, Mississippi and Louisiana, in and between the cities of Mobile and New Orleans, and all its property, equipments, franchises and appurtenances, to secure the said issue of bonds for the benefit of all persons and corporations who shall become holders or owners thereof.

And also shall by this mortgage fully secure, protect and indemnify said party of the third part, from any liability, outlay, loss or damage, that may ensue from the issue and advance of said bonds.

AND WHEREAS, in pursuance of said resolutions of the party of the third part, and of the lease by the party of the first part, the party of the third part hath executed, issued and delivered five thousand of its bonds for the sum of one thousand dollars each, all of like tenor, date and amount, and numbered consecutively from one to five thousand, inclusive, and all of which are of the form following, viz:

UNITED STATES OF AMERICA.

\$1,000.

THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY.

(New Orleans and Mobile Division.)

FIRST MORTGAGE BOND.

The Louisville and Nashville Railroad Company is indebted to the Farmers' Loan and Trust Company of the city of New York, or bearer, in the sum of one thousand dollars, which it promises to pay to the holder hereof, on the first day of January, one thousand nine hundred and thirty, in gold coin of the United States of its present standard weight and fineness, with inter-

5

est at the rate of six per centum per annum, payable semi-annually on the first days of July and January in each year, at its agency in the city of New York, on presentation and surrender of the coupons for interest hereto attached when respectively due.

If any installment of interest which shall have become payable shall not be paid when demanded, and the default shall continue for six months after demand, the principal of this bond shall become due at the option of the holder.

This bond is one of a series of ~~two~~ thousand bonds of like amount, tenor and date, numbered consecutively from one to five thousand inclusive, being for the aggregate sum of five millions of dollars, and all equally secured by a first mortgage or trust deed, bearing even date herewith, executed and delivered by the New Orleans, Mobile and Texas Railroad Company, as reorganized, to The Farmers' Loan and Trust Company of the City of New York as Trustee, upon its railroad, franchises and equipments, situated in the States of Alabama, Mississippi and Louisiana, within and between the city of Mobile, in the State of Alabama, and the city of New Orleans, in the State of Louisiana.

This bond shall pass by delivery hereof to bearer or by transfer on the books of the company in the city of New York, but after a registration of ownership, certified hereon by the transfer agent of the company, no transfer except on the books of the company shall be valid, except the last transfer be to bearer, which shall restore transferability by delivery, but this bond shall continue subject to successive registration and transfers, to bearer, as aforesaid, at the option of each holder.

This bond shall not become obligatory until duly authenticated by a certificate, duly endorsed hereon, and signed by the trustee.

In witness whereof, the Louisville and

0694

6

Nashville Railroad Company has caused its corporate seal to be hereto affixed, and the same to be signed by its President and Secretary, on the eighth day of May one thousand eight hundred and eighty

H. VICTOR NEWCOURT,
President.

WM. RANNEY,
Secretary.

(Form of Coupon.)

\$30.

The Louisville and Nashville Railroad Company will pay to bearer, at its agency in the City of New York, on the day of , in gold coin of the United States, Thirty Dollars, being six months interest on Bond No. Coupon No.

W. RANNEY,
Secretary.

The Farmers' Loan and Trust Company of the City of New York hereby certifies that the within bond is one of an issue of five thousand bonds of \$1,000 each, secured by a first mortgage executed to it as Trustee by the New Orleans, Mobile and Texas Railroad Company as re-organized, bearing even date with said bond.

THE FARMERS' LOAN AND TRUST COMPANY,
By R. G. ROLSTON,
President.

7

NOW THEREFORE THIS INDENTURE WITNESSETH: That the party of the first part, the better to secure the payment of the said bonds, with interest, at the times and in the manner therein stated, and in consideration of the premises and of the sum of one dollar by the party of the second part, paid to the party of the first part, at or before the ensealing and delivery of these presents, the receipt whereof ~~of which~~ is hereby acknowledged, hath granted, bargained, sold, conveyed, transferred and set over, and by these presents doth grant, bargain, sell, convey, transfer and set over unto the said party of the second part, its successors and assigns—for ever—

All the railroad of the party of the first part, lying in and between the city of New Orleans, in the State of Louisiana, and the city of Mobile, in the State of Alabama, and running through the States of Louisiana, Mississippi and Alabama, and all of the real and personal property of said party of the first part, of every kind and nature whatsoever, together with all the privileges, franchises and immunities, corporate or otherwise, whencesoever derived, or which may hereafter be acquired and used with said railroad, including the right to be a corporation; and also all rights of way, lands, tracks, bridges, rails, culverts, fences and other structures, and all depots, station houses, engine houses, car houses, freight houses, wood houses, and other buildings, and all machine shops and other shops, and the lots, pieces or parcels of ground, on which the same are or may be erected. Also all locomotives, tenders, passenger, baggage, freight and other cars, and all rolling stock and equipments, and all machinery, tools, implements, fuel and material now acquired, or which shall hereafter be acquired and used for operating, repairing, or replacing the said railroad or any part thereof, or any of its equipments or appurtenances, all of which personal chattels are declared to be fixtures and appurtenances of said railroad, and are to be used and held

therewith and not separated therefrom, and are to be taken as part thereof.

And also all buildings, works and machinery, buildings and appurtenances of the Creosote Works at West Pascagoula, in the State of Mississippi.

Also, seven thousand one hundred and eighteen (7,118) shares of the capital stock of the Pontchartrain Railroad Company.

Including also all franchises, maps and books, including books of account, vouchers and receipts, rights and privileges of the said party of the first part connected with the said railroad, or the maintenance and use thereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, tolls, incomes, rents, issues and profits thereof.

And also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said party of the first part of, in and to the same and every part thereof, with the appurtenances.

TO HAVE AND TO HOLD, the above granted premises and every part thereof, with the appurtenances unto the said party of the second part, its successors and assigns forever.

In trust and upon the trusts, uses and purposes hereinafter expressed of and concerning the same for the use and benefit of the person or persons, firm or firms, bodies politic or corporate, who shall hereafter at any time become the holders or owners of any or either of said bonds or the interest coupons thereof, subject to the terms, provisions and stipulations in said bonds contained. And also subject to the possession and management of said railroad and property by said parties of the first and third parts, and their successors and assigns so

long as no default shall be made in the payment of either interest or principal of said bonds, or in any and either of them, and so long as the said parties of the first and third parts, shall well and truly observe, keep and perform all and singular, the covenants, conditions, provisos and agreements in said bonds, and in this Indenture contained and set forth, and which are to be observed, kept and performed by, and on the part of said parties of the first and third parts.

And it is hereby agreed, that whenever the said party of the first part, or its successors or assigns, shall acquire any franchise, immunity, lands, equipments, or other rights of property for use in connection with the said railroad, and for the amelioration of the same, it shall be acquired, passed and held subject to the lien and mortgage imposed on the railroad by this Indenture.

And the said parties of the first and third parts shall and will, during the term of this mortgage, seasonably pay and discharge all taxes, assessments and dues which shall in any manner create a lien, mortgage, or privilege upon any portion of the mortgaged property, and that the said property shall be kept free from incumbrances or charges to the prejudice of this Indenture, and that no conveyance shall be made to the prejudice of the same, and that the railroad and its appurtenances shall be maintained and kept in the state and condition in which they were delivered to said parties during the term aforesaid.

It is hereby agreed that in case default shall be made in the payment of the interest on any of the said bonds, according to the tenor thereof and of the coupons thereunto annexed, or in the payment of the principal of any of said bonds when the same shall become due and be demanded, or in case of any default by the parties of the first or third parts in the observance or performance of any of the covenants, conditions, provisos, and

agreements in said bonds, or in this Indenture contained, if such default in payment of the principal of said bonds shall continue for the period of sixty days, or if such default in the payment of the interest on any of the said bonds, or in the observance or performance of any of the covenants, conditions, provisos or agreements in the said bonds or in this Indenture contained, shall continue for the period of six months, the said trustee, the party of the second part, personally or by its attorneys or agents, may and upon a requisition in writing, signed and duly verified as herein provided by the holders of one hundred of the bonds hereby secured or signed, and duly verified by the agents of such holders duly authorized in writing, and upon receiving a proper indemnity against all costs, expenses and charges, shall enter into and upon all and singular the premises hereby conveyed or intended so to be, and each and every part thereof, and shall, until the same be sold or surrendered to the party of the third part, as hereinafter provided, use, manage and operate the same by its superintendents, managers and servants or other attorneys or agents, making from time to time all repairs and replacements, and such useful alterations thereto as may seem to it judicious, and pay all taxes, assessments, charges or liens prior to the lien of these presents, and collect and receive all tolls, freights, incomes, rents, issues and profits of the same, and every part thereof, and after deducting the expenses of operating the said railroad and conducting its business, and of all the said repairs, and replacements and alterations, and all payments which may be made for taxes, assessments, charges or liens prior to the lien of these presents upon the premises hereby conveyed, or any part thereof, as well as just compensation for its own services and for the services of such attorneys or counsel as may

have been by it employed, shall apply the moneys arising, as aforesaid:

FIRST.—To the payment of the interest on the bonds secured hereby, in the order in which the installments of such interest shall have become due, or shall become due rateably to the persons holding the coupons evidencing the right to such interest.

SECOND.—After the payment of all the interest that may be due, and the fulfillment of all the covenants, conditions, provisos and agreements to be kept, performed or observed by the parties of the first and third parts, to pay over any surplus to the party of the first part.

And upon payment of all of said interest, and fulfillment of all covenants, conditions, provisos and agreements to be kept, performed and observed by the parties of the first and third parts, if no proceedings shall be then pending for the foreclosure or sale of said railroad, rolling stock, property and appurtenances, then the said trustee shall surrender and yield up the same to the party of the third part.

And the parties of the first and third parts hereby covenant and agree that upon any default as herein specified, they will immediately upon demand made, deliver, surrender and yield up to the said trustee the premises and property conveyed and transferred, or intended so to be, and permit said trustee to operate and maintain the said railroad and its equipments and all the said property hereby conveyed and transferred or intended so to be.

And the said parties of the first and third parts hereby constitute the said trustee their irrevocable attorney with power to enter upon and take possession of said railroad, rolling stock, lands, property and appurtenances, immediately upon the happening of any default,

such entry by the said trustee into its trust property to be by the full license of the parties of the first and third parts, who hereby authorize the said trustee to use all necessary and reasonable force and means to obtain and hold such possession without being compelled to resort to any writ of entry or action of forcible detainer, or any other legal proceedings.

And the parties of the first and third parts hereby waive all benefit and advantage of any extension, stay or appraisement laws existing in any of the States through which the said railroad passes.

In case default is made at any time in the payment of any installment of interest on any of the bonds secured hereby when demanded, or in case default is made at any time in the observance or performance of any of the covenants, conditions, provisos or agreements contained in this Indenture, and the said default shall continue for a period of six months, the holders of one hundred of the bonds then outstanding secured hereby, may declare the principal of all the bonds secured hereby to be forthwith due and payable without notice to the New Orleans, Mobile and Texas Railroad Company, as reorganized, or the Louisville and Nashville Railroad Company, anything in said bonds or hereinbefore contained to the contrary notwithstanding such declaration to be evidenced by an instrument in writing duly signed and acknowledged by the holders of one hundred of the said bonds then outstanding, or by their representatives duly authorized in writing, and to take effect when delivered to the party of the second part.

It is hereby agreed that in case default shall be made in the payment of the interest on any of the said bonds, according to the tenor thereof or of the coupons thereto annexed, or in the payment of the principal of any of said bonds when the same shall become due and be demanded, or in case of any default by the parties of the first and third parts in the observance or performance

of any of the covenants, conditions, provisos, or agreements in said bond or in this Indenture contained, if such default in payment of the principal of the said bonds shall continue for the period of sixty days, or if such default in payment of the interest on any of the said bonds or in the observance or performance of any of the covenants, conditions, provisos or agreements in the said bonds and in this Indenture contained, shall continue for the period of six months, said trustee party of the second part may, or upon requisition in writing, signed and verified by the holders of one hundred of the bonds secured hereby, then outstanding, or by their representatives duly authorized in writing, and upon a tender of a proper indemnity for costs, counsel fees and charges, and after entry as aforesaid, or without entry, personally or by its attorneys or agents shall forthwith proceed and it is hereby authorized and empowered to sell and dispose of all and singular the said railroad and its equipments, franchises, appurtenances and property, hereby conveyed or intended so to be, at public auction at some suitable or convenient place in the city of New Orleans in the State of Louisiana, first giving public notice of such sale by advertisement in three newspapers, one printed in the city of New York, one in the city of Mobile, and one in the city of New Orleans, twice in each week for four successive weeks, and to adjourn the said sale from time to time in its discretion. Such sale shall be made to the highest bidder, and the said trustee shall grant and convey to such bidder the said railroad and its equipments, franchises, appurtenances and property, free from all the trusts hereby created, which sale and conveyance so made shall be an absolute and final bar to the said party of the first part, its successors and assigns, and to all right and equity of redemption in and to the said railroad and its equipments, franchises, appurtenances and property hereby conveyed or intended so to be, or any portion thereof,

and to all persons claiming or to claim the same under said party of the first part.

And it is hereby further understood and agreed that it shall be lawful for the bondholders so demanding such sale, or a majority of them, and all holders of bonds secured hereby, who may unite with them, to purchase said premises on any such sale, and in the event of such purchase, by such bondholders, they shall be allowed credit, as so much cash paid, for so much of said purchase money as shall be a proper share or dividend to which the bonds held by such purchasers shall be entitled.

At any sale of the aforesaid property or any part thereof made to enforce the lien created by these presents, pursuant to the power herein granted or by judicial authority, the trustee may bid for and purchase or cause to be bidden for and purchased, the property so sold on behalf of all the holders of the bonds secured hereby, then outstanding, in the proportion of the respective interests of such holders: Provided, that if all the property hereby conveyed be sold as aforesaid, the price at which the purchase herein authorized may be made, shall not exceed the whole amount of the bonds then outstanding with the interest accrued thereon, in behalf of which the said purchase shall be made; and if but a portion of the said property shall be sold, such price as shall be in the judgment of the trustee reasonable, nothing in this provision contained, shall in anywise prohibit or forbid any of the holders of the bonds secured hereby, or the party or the third part from bidding at said sale or from purchasing said property or any part thereof upon such sale.

And after deducting from the proceeds of such sale, just allowances for all expenses thereof, including attorneys and counsel fees and all other expenses, advances or liabilities which may have been made or incurred by said trustee in operating or maintaining the said

railroad or in managing its business while in its possession and in arranging for and completing the sale thereof, and all payments which may have been made by said trustee for taxes, assessments, charges, and liens, prior to the lien of these presents on the said premises or any part thereof, all which said payments are hereby authorized as well as compensation for its own services, said trustee shall apply said purchase money to the payment of the bonds secured hereby, and any interest coupons due thereon, rateably to the holders of the said bonds and coupons. And if after the payment of the principal and interest of all the bonds secured hereby, any surplus shall remain, then said trustee shall reconvey or pay over, account for, and deliver any such surplus or remainder to said party of the first part, its successors or assigns, or dispose of the same as any Court of competent jurisdiction may direct.

And the said Trustee may, if it prefers, adopt and use any legal and equitable method to foreclose this mortgage and enforce the trust herein contained, and for collecting the principal and interest of the bonds secured hereby, as it may be advised by counsel learned in the law shall be most speedy and complete, but in any legal proceeding instituted by said Trustee or by others, it is expressly agreed that the said Trustee, or some one named by it, shall be appointed Receiver of the said railroad and its appurtenances, and the lands and premises, equipments, rolling stock and other personal property hereby conveyed; and the party of the first part stipulates to assent to the appointment of such Receiver, and hereby nominates said Trustee or its nominee, as such Receiver.

And it is hereby declared, that the receipt of the said Trustee shall be a sufficient discharge to the purchaser or purchasers for his or their purchase money, and such purchaser or purchasers, his or their heirs, executors, or administrators shall not, after the payment thereof

and third parts three months before such resignation shall take effect, or such shorter time as may be accepted as adequate notice, and upon the due execution of any conveyances hereinafter required; that the trustee shall be answerable for gross negligence and wilful default only; that it may employ agents or attorneys in fact to act for it whenever required to act itself, and that all the covenants and agreements herein contained or implied may be specifically enforced by any Court of competent jurisdiction.

And said party of the first part further agrees that it will indemnify and save harmless the trustee and its successor or successors against all loss and damage to which it may be subjected by the execution of this trust, or by the operation or management of the property hereby conveyed, not caused by the personal misconduct or neglect of the trustee, its successor or successors.

The said trustee may be removed by a vote of a majority in interest of the holders of all the bonds secured hereby and outstanding and unpaid at the time of said vote.

The said vote being had at a meeting duly held of the said bondholders, and attested by an instrument, duly executed by all the persons so voting for such removal, and the right of said persons so to vote at such meeting, being proved by the affidavit of the chairman and secretary of said meeting.

And it is further agreed, that in the event of the resignation or disability or failure, for any cause, of the trustee, its successor or successors appointed as herein-after specified to act as said trustee, that the Louisville & Nashville Railroad Company may, by and with the consent in writing of the owners of a majority of said bonds then outstanding, by a duly acknowledged written instrument under the seal of said Company, which instrument shall be recorded in the offices in which

this mortgage is required by law to be recorded, appoint some competent successor or successors to said trustee, and the successor or successors so appointed, shall possess the powers and incur the obligations of the said trustee, and in case of said appointment, the parties of the first and second parts covenant to make all such deeds and other instruments, as shall be necessary to enable the party so appointed to execute the trusts hereby created, as fully and completely as if such appointed party had been originally the trustee.

And the said party of the first part, covenants with the party of the third part, that it will pay all of the said bonds as the holders thereof may be entitled to payment, and that it will relieve, indemnify and save harmless, the said party of the third part from the payment thereof, and that in case the said party of the third part shall pay the said bonds, or any part thereof, that it, the said party of the first part, will immediately reimburse the same, and upon purchase or payment by the said party of the third part of said bonds, or any of them, before or after any default, it shall and will thereby be subrogated to the rights of the holders thereof as lienors, along with the other holders, and shall be entitled to the enforcement of the security afforded hereby in the same manner and to the same intent as if the bonds had been made and delivered by the party of the first part, and the payment of them secured by mortgage and vendor's lien as so made, and upon payment as aforesaid of the said bonds, or any of them, the party of the third part shall be entitled to proceed directly to foreclose the lien so ensuring to it upon the road, franchises and property hereinabove described, in the same manner as is hereinabove provided for foreclosure by the party of the second part in case of default, and it may exercise the same powers as are hereinabove granted to said party of the second part. Such right and the exercise of such powers being how-

ever subject and without prejudice to the rights of the party of the second part, as hereinabove granted and conferred.

In witness whereof, the said parties hereto have hereunto caused their respective common seals to be affixed, and the same to be subscribed by their respective presidents and secretaries, the day and year first above written.

THE NEW ORLEANS, MOBILE AND TEXAS
RAILROAD COMPANY, AS REORGANIZED,

by

[SEAL]

W. S. WILLIAMS,
President.

DAVID THOMSON,
Secretary.

THE FARMERS' LOAN AND TRUST COMPANY,

[SEAL]

by

R. G. ROLSTON,
President.

GEO. P. FITCH,
Secretary.

THE LOUISVILLE AND NASHVILLE RAILROAD
COMPANY,

[SEAL]

by

H. VICTOR NEWCOMB,
President.

WM. RANNEY,
Secretary.

STATE OF NEW YORK, } ss.:
City and County of New York, }

Be it remembered that on this eighth day of May, one thousand eight hundred and eighty, before me, Edwin F. Corey, also known as Edwin F. Corey, Junior, a Commissioner of the State of Tennessee, resident in the city of New York, and duly commissioned and qualified by the Executive authority, and under the laws of the State of Tennessee, to take and certify depositions and receive the acknowledgment of deeds to be used or recorded in said State; and also a Commissioner of the State of Alabama, resident in the city of New York, duly appointed and commissioned by the Governor of the State of Alabama for the State of New York to take and certify depositions, and to receive the acknowledgments of deeds to be used or recorded in said State; and also a Commissioner of the State of Mississippi, resident in the city of New York, and commissioned and qualified by the Executive authority and under the laws of the State of Mississippi to take and certify depositions and to receive the acknowledgment of deeds to be used or recorded in said State; and also a Commissioner for the State of Louisiana, resident in the city of New York, and duly commissioned and qualified by the Executive authority and under the laws of the State of Louisiana to take and certify depositions, and to receive acknowledgments of deeds to be used or recorded in said State, came William S. Williams and David Thomson, to me personally known, and also known to me to be respectively President and Secretary of the New Orleans, Mobile and Texas Railroad Company as reorganized, one of the corporations described in the foregoing instrument, who being by me severally and duly sworn, each for himself, did depose and say as follows: the said William S. Williams, that he resided in the

city of New York, that he was the President of the New Orleans, Mobile and Texas Railroad Company as reorganized, and that he executed the foregoing instrument as president of such company, and by the authority of said corporation; and the said David Thomson, that he resided in the city of New York; that he was Secretary of the New Orleans, Mobile and Texas Railroad Company as reorganized, that he knew the corporate seal of said company, and that the seal here-to affixed is the corporate seal of said company, and that it was so affixed by the authority of said corporation, and that he had subscribed his name thereto by like authority, as Secretary of said company.

And also came Roswell G. Rolston and George P. Fitch, known to me to be respectively the President and Secretary of the Farmers' Loan and Trust Company, one of the corporations described in the foregoing instrument, who being by me severally and duly sworn, each for himself, did depose and say as follows: the said R. G. Rolston, that he resided in the city of New York, that he was President of the Farmers' Loan and Trust Company, and that he executed the foregoing instrument as President of said company and by its authority the said George P. Fitch that he resided in the city of New York, that he was Secretary of the Farmers' Loan and Trust Company; that he knew the corporate seal of said company, and that the seal affixed to the foregoing instrument was such corporate seal and so affixed by the authority of said company, and that he had subscribed his name thereto by a like authority as Secretary of said company.

And also came H. Victor Newcomb and William Ranney, to me personally known and also known to me to be respectively the President and Secretary of the Louisville and Nashville Railroad Company, one of the corporations described in the foregoing instrument, who being

by me severally and duly sworn, each for himself, did depose and say as follows: The said H. Victor Newcomb, that he resided in the city of Louisville in the State of Kentucky; that he was President of the Louisville and Nashville Railroad Company, and that he executed the foregoing instrument as President of such company by the authority of said company; the said William Ranney—that he resided in the city of Louisville in the State of Kentucky, that he was Secretary of the Louisville and Nashville Railroad; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal and was so affixed by the order of the Board of Directors of said company, and that he signed his name thereto by like authority as Secretary of said company.

In witness whereof, I have hereunto set my hand, and have also hereunto affixed my seals as Commissioner of each of the States above mentioned, at my office in the city of New York, the day and year last above written.

[SEAL]

EDWIN F. COREY,
*Commissioner for the State of
Tennessee, resident in New York
City.*

[SEAL]

EDWIN F. COREY,
*Commissioner for the State of
Alabama, resident in New York
City.*

0702

24

[SEAL]

EDWIN F. COREY,
*Commissioner for the State of
Mississippi, resident in New
York City.*

[SEAL]

EDWIN F. COREY,
*Commissioner for the State of
Louisiana, resident in New York
City.*

0703

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.

2072

[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. Ask to see Mr. *Bedford*

To *Wm. S. Williams*

of No. *105 East 18th*

Street.

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 day of *March* 1893 at the hour of 10 $\frac{1}{2}$ 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 *Geo. Amos*

Dated at the City of New York, the first Monday of in the year of our Lord 1893

DE LANCEY NICOLL, District Attorney.

0704

District Attorney's Office.

PEOPLE

vs.

George Jones
G. L.

~~File with~~
~~files in this~~

Case - RB/M

Dec 16/87

to Mr Parker

0705

District Attorney's Office.

PEOPLE

vs.

In

*The crime is the
same as the one
and, for the
I am now before
the Grand Jury
of the District Court
of the District of Columbia*

0706

District Attorney's Office.

PEOPLE

vs.

George J. J. J.
G. J.

Let deft
plead tomorrow,
Jan 12/87 R.B.M.

0707

E. ELLERY ANDERSON.

FREDERICK H. MAN.

Office of Anderson & Man,

COUNSELLORS-AT-LAW,

"Astor" Building, 10 Wall Street.

Cable Address,
"OGANRIDER NEW YORK."

New York, Sep 27th 1886

Hon. R. B. Martine
Dist. Atty.

My dear Sir

I will produce
Mr. Geo. Dennis Thursday
at 10.00 clock with his
surety. I trust this will
be satisfactory

Yours very truly
E. Ellery Anderson

0708

Court of General Sessions.

THE PEOPLE

vs.
Geo. Annis

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 *1st* day of *March* 189*3*

I called at *105 East 18th St*

the alleged *residence* of *Wm. S. Williams*

the complainant herein, to serve him with the annexed subpoena, and was informed by

the clerk of the hotel that he did reside there about five years ago but not since. I could get no information as to his whereabouts.

Sworn to before me, this

4th day

189*3*

of *John J. Buckley*
Attorney at Law N.Y.C.

Geo H. Shannon
Subpoena Server.

0709

Court of General Sessions.

THE PEOPLE, on the Complaint of

vs.

Geo. Imus

Offense:

JOHN R. FLETCHER, JR.,

District Attorney.

Affidavit of

Geo. H. Shannon

Subpoena Server.

Failure to find Witness.

0710

Police Court—

4 District.

Affidavit—Larceny.

City and County } ss.:
of New York,of No. 105 East 18th William S. Williams
Street, aged 53 years,
occupation Gentlemandeposes and says, that on the 16th day of February 1888 at the City of New
York, in the County of New York, was feloniously taken, stolen and carried away from the possessionof deponent, in the day time, the following property viz:Three bonds of the Louisville and Nashville
Rail Road (New Orleans and Mobile
Division) numbered 4693, 4694 and
4695, all together of the value of three
thousand dollarsthe property of 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 George Innis (now here) fromthe following facts prove that
Prior to said date deponent placed
in the charge of said Innis said
bonds numbered as aforesaid, said
bonds to be used by said Innis
but not to be disposed of. Deponent
now says that he made repeated requests
upon said Innis to return said
bonds prior to February 16th 1888
and that said Innis did not return
them or their value to deponent and
refused to do so. Deponent further
says that about November 15th 1887 he
discovered that said Innis hadSworn to before me, this
day
188

Police Justice.

0711

disposed of said Bonds, and used
the proceeds of their sale or disposal
for his (Jury's) own use and benefit.
Whereupon the Jurors charged said Juror
with violating said Bonds and pray
that he may be dealt with as the
law in such case may direct

Sworn before me
this 10th day of June 1886
Charles J. White
Police Justice

It appearing to me by the within depositions and statements that the crime therein mentioned has been
committed, and that there is sufficient cause to believe the within named
guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of
Hundred Dollars and be committed to the Warden and Keeper of the City Prison
of the City of New York, until he give such bail.
Dated 1886
Police Justice
I have admitted the above named
to bail to answer by the undertaking hereto annexed.
Dated 1886
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 1886
Police Justice

Court,	District,
THE PEOPLE, &c., on the complaint of	
1	2
3	4
Offence—LARCENY.	
Dated,	1886
Magistrate.	
Officer.	
Clerk.	
Witnesses,	
No.	Street,
No.	Street,
No.	Street,
\$	to answer Sessions.

07 12

POOR QUALITY
ORIGINAL

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 Twenty Hundred Dollars, and be committed to the Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated June 10th 1888 Andrew White Police Justice.

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

Dated _____ 1888 _____ Police Justice.

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

_____ 1888 _____ Police Justice

0713

BAILED

No. 1, by

• (

Residence

240, 25, 09.

Residence

No. 3, by...

Residence

Co. 4. by

ESTABLISHED -

Police Court- 4 District

THE PEOPLE, &c.,
ON THE COMPLAINT OF

William S. Williams
1058.678
George Lewis

2
3
4

Dated June 10th 188

.....Magistrate.

_____ Officer.

Precinct.

Witnesses _____

No.

No. _____ Street.

Mr. Geo. N. P.

July 19 am

Street.

to answer all.

Reported in a []

W. E. B. DuBois

[Signature]

advised, for

25, 10.00

0714

4th District Police Court
 New York July 1st 1886

The People vs on Complaint of
 William S. Williams
 against
 George Innis

Before Hon. Andrew J. White
Police Justice

Appearances.

For The People.

— a Defence. — M. J. Adriance Bush
Mr. — Waite

It is agreed between the complaining wit-
 ness, Mr. Williams and the Counsel of the
 defendant that the complainant may read
 from the printed testimony, taken before
 Rufus G. Beardslee, Referee, upon the trial
 of the Cause of William S. Williams
 against George Innis and may read it
 as the evidence in this case, with like

0715

effect as though the witnesses were personally present here. The testimony referred to is the testimony of William N. Yellen, a clerk with Brown Brothers and Company and William N. Nelson, a clerk in the employ of Drexel, Morgan and Company, which was read by Mr. Fisher

" William N. Nelson, a clerk in the employ of Drexel, Morgan and Company, being the bond and loan clerk and had been with that firm for eight years.
" That about August 8th 1883,
" George Innis deposited with that firm twenty five (25) bonds of the Louisville and Nashville Rail Road Company, numbered 4671 to 4695 inclusive. These bonds were deposited as collateral for a loan of Twenty Thousand Dollars. That ~~those~~ bonds remained in the possession of

0716

Copy
George Inmis Esq.
In account with Drexel, Morgan & Co.

1883.	Dr.	
Dec. 31.	To Renewal of Loan of August 24/83	
	@ 4 1/2 % per annum	20,000.00
1884	Feb. 12. " Interest in account @ 4 1/2 %	45.37
	" " Cash for Balance acct,	447.13
		<hr/> \$20,542.50

1884.	Cr	
Jan. 2.	By coupon from \$5,000 Louisville & Nashville R.R. (Ch. of M. Div. Bonds) @ 30	750.00
Feb. 10.	" 1000 Louisville & N. R.R. " " 92 1/8	918.75
Feb. 8	" 10,000 " " " " 90 "	8,987.50
12	" 11,000 " " " " 90 "	9,886.25
		<hr/> \$20,542.50

E. & O. E.
New York February 12th 1884.
(Signed) Drexel, Morgan & Co.

" Drexel, Morgan & Company until sometime
 " in January 1884 when they sold twenty-
 " two of them to satisfy the loan and delivered
 " the balance of three of them to Mr. George Innis.
 " The bonds delivered to Mr. Innis were
 " Numbers 4693, 4694, & 4695."

(The witness produced a copy of the
 account delivered to Mr. Innis at
 the time the transaction was closed
 which is as follows)

0718

"I paid the balance \$447.¹³ which was
" the balance on the sale of the twenty-
" two bonds, after having paid the amount
" of the loan, as appears by the above
" account to Mr. George Innis."

(Copy of check for balance paid)

No. 57472.

New York February 12th 1884

National Bank of Commerce

Pay to the order of George Innis

Four Hundred and Forty Seven $\frac{13}{100}$ Dollars

\$447 $\frac{13}{100}$.

Drexel, Morgan & Company

" the above check is endorsed. George
" Innis paid Chase National Bank,
" New York or order for account of
" Fall Kill National Bank, Poughkeepsie,
" New York. Stamped paid Chase
" National Bank, New York."

" The amount of the check with the
" three bonds which were returned to
" him ^{was the surplus} after the payment of the loan
" and the sale of the bonds.

H

0719

(Copy of order)

" Gifford, Sherman and Innis (printed head)
" Poughkeepsie, N.Y. February 15th 1884
" Messrs Drexel, Morgan & Co.
" Dear Sirs
" Yours of the 12th
" Covering check &c as therein stated
" was duly received and the three
" bonds mentioned you will de-
" liver to Mr. E. R. Pearson or
" bearer and oblige
" Yours Respectfully
" George Innis
"

" On the back of the order is the
following receipt.

(Copy of receipt)

" New York February 16th 1884,
" Received the within bonds, numbers
" 4693, 4694 and 4695.
" George Innis
" per E. R. Pearson,

Copy of the testimony of William H. Gillen
 taken before Rufus G. Beardslee, Referee and
 covered by the above stipulation.
 (Read by Mr. Fisher.)

Q What is your name?

A William H. Gillen.

Q What is your business?

A I hold a confidential position in the
 house of Brown Brothers and Company.

Q You have been in that house how
 many years?

A I have been there twenty-eight years.

Q Do you know George Innis of Pikesville?

A I do sir.

Q How many years have you known him?

A Fifteen years.

Q Did you know a firm by the name of
 Gifford, Sherman and Innis?

A Yes sir.

Q There has been some testimony here
 with reference to three bonds of the

Louisville and Nashville Rail Road which
 Mr. George Innis said he brought to
 your house - the house of Brown Brothers
 and Company - during this year - Just
 state in your own way what you
 know about these bonds?

A The bonds were sent to Brown Brothers
 and Company by Mr. Innis, February
 16th 1874 in accordance with an under-
 standing which I had had with him a few
 days previous to that. They were lodged
 with Brown Brothers and Company as
 security for claims which we had
 against Giffen, Sherman and Innis.

Q Was there any advance made on those
 particular bonds?

Answer.

Q They were merely lodged as security?

A As additional security.

Q As additional security for an account
 you had?

A Against the firm.

0722

Q Were those bonds drawn against?

A By Mr. Innis? No sir.

Q Only the firm?

A No sir.

Cross Examination by - Mr. Bush

Q How long after you received these bonds were they sold?

A They were sold in April; April 18th if I remember rightly.

Q You don't remember the date you say you received them?

A February 16th -

Q At that time the firm of Gifford, Sherman & Innis were indebted to you were they not?

A Yes sir.

Q And you had demanded collateral?

A Additional Security - Yes sir.

Q Subsequently you sold out these bonds

as I understood it?

A Yes sir

I had credited the amount against the amount they owed?

A Precisely.

Q After these bonds were deposited did you make further advances to Lifford, Sherman and Innis?

A Yes sir.

Q Do you remember about some drafts from London that you paid?

A Yes but they had all been accepted previous to these bonds coming into our possession.

Q What was this understanding you had with George Innis prior to the receipt of these bonds?

A That he would send the bonds to me.

Q Did he mention what amount of bonds he would send to you?

A Yes; he mentioned he had three Louisville and Nashville bonds which he would

0724

send to the office.

Q Where did you have the conversation with Mr. Linnis?

A At Pokessee.

Q For what purpose had you gone there?

A To obtain additional security for our claim against them or to obtain a settlement. I went there for the purpose of arranging a settlement of the claim which we had against the house and failing in that I insisted on getting additional security which turned up in the shape of these bonds.

Q You found him ill at his house?

A Yes sir; he had been ill ~~and~~ ^{but} he was able to come down and see me - he saw me in the library.

Q At his house?

A At his house

Q This was in February?

A Yes sir, a few days previous to the 10th of February.

10

Re- Direct Examination.

Q Did he say anything about his ability to pay you?

A He gave me to understand that there was no _____

Q What did he say, give the substance of it?

A There was no question as to his ability to pay as finally.

Q Did he say anything about his having money at that time?

A No sir; nothing was said as to his having ^{any} money - he had not the money or I should have obtained the money I suppose.

Q You don't know that? (By ex. Bush)

A I don't know that. There was nothing said about money.

(The people here rest)

0726

George Innis, the defendant being duly sworn, testified as follows:

Direct Examination - by - Mr. Waite

Q Where do you reside?

A Poughkeepsie, New York

Q What is your business?

A I was a manufacturer.

Q Have you any business now?

A I am employed in the same business.

Q How long have you lived in Poughkeepsie?

A All my life.

Q How old are you now?

A Sixty-three years.

Q In what business have you been engaged in in Poughkeepsie?

A Chiefly in the manufacturing of dye woods and dye stuffs.

Q What was your firm?

A Gifford, Sherman & Innis.

Q How long had you had business con-

nection with that firm?

A The first was in 1844 and I was admitted as a partner in 1847.

Q When did you take exclusive charge of the business?

A We bought out W. Gifford in 1853

Q And you continued to run the business since that date?

A Since 1858 I ran it alone. W. Sherman died in 1858.

Q What was the business of Gifford, Sherman & Ivis?

A Manufacturing dye woods.

Q They were a very large firm?

A Yes sir.

Q The largest in America in that line?

A One of the largest.

Q Were you ever engaged in any other business or pursuit except being connected with the firm of Gifford, Sherman and Ivis?

A I was the owner of a large woolen establishment to which I did not devote my whole time.

Q In what other pursuits were you engaged?

A In various ways. For many years I was Chairman of the Executive Committee of the Finance Committee of the Savings Institution which called me away from my business twice a week.

Q What else?

A I was President of the National Bank - you may call it business. I was President of the Rail Road with which Mr. Williams is connected.

Q What rail road?

A The New Orleans and Mobile Rail Road.

Q What other business have you been in?

A I was president of the road running from Pokepsie and I have been

treasurer of some other interests. I was Mayor of the City of Poughkeepsie for six years.

Q Was that the only political position you occupied?

A Yes but it took some of my time.

Q Do you remember the borrowing of some bonds from C. W. Williams in the year 1881?

A Yes sir.

Q Those were obtained by you under a receipt a copy of which has been read in evidence?

A Yes sir.

Q For what purpose did you borrow them & how did you come to get them from him?

A That the proceeds of the bonds would aid me in my business - in the prosecution of my business.

Q How did the question of procuring the bonds come up - how did you and

Mr. Williams come together on the subject?

A It grew out of our transaction with the New Orleans and Mobile Rail Road.

Q How was it that you negotiated for the loan of the bonds?

A He said he had not the money to spare.

Q What did you go to Mr. Williams for?

A To get a loan of money, bonds or securities or capital, anything to aid me in my business.

Q Did you tell Mr. Williams what purpose you wanted to apply them to, when you got them?

A Yes sir.

Q What purpose did you say you wanted them for?

A To borrow money on them.

Q Did he tell you anything about when to get the money on them?

A Yes sir.

Q Did he give you the bonds in answer

to a request on your part for a loan of money?
 A Yes sir.

Q Had you prior to that time ever loaned him money?

A Yes sir.

Q Any large amount?

A I loaned the rail-road at that time \$16,000 which had not been paid. I loaned C. W. Williams once \$15,000 and at another time I think I loaned him \$20,000.

Q Where did C. W. Williams tell you to go and borrow the money on these bonds?

A To the New York Life and Trust Company.
 Q Did he tell you they were familiar with them?

A Yes, he said he had borrowed from them on these bonds and that they were familiar with the value of them.

Q During the Winter and Spring of 1884 what happened to you?

A In the first week in January 1884 I was

taken with a violent cold and cough and one morning, after coughing all night, I went home and found I had inflammation of the throat and I was advised to go South or to stay in the house and I was obliged to stay in the house.

Q How long?

A I never went out until the month of May - that was the first time I put my hat on from the time I went home in January.

Q How long?

A From the first week in January.

Q From January to May you were confined in the house?

A Yes sir.

Q Under the advice of your physician?

A Yes sir.

Q Did your business become entangled and ^{confused} ~~abused~~ during that period?

A Yes sir.

Q On account of your absence?

A Messrs; by my absence

Q Do you remember the conference
you had with Mr. Gillen in the month
of February 1897?
A Yes.

Q Where did he see you?

A At our home in Parkersville.

Q Did he come to your house to see you?
A Yes.

Q What arrangement did you enter into
with him on that day, that you now
recall or what was the purpose of
his visit?

A His business was to get additional
security for their advances upon the
goods that came from Calcutta, for
the firm - for the business.

Q How was this?

A Gifford, Sherman and Innis.

Q Your firm then had an account
in Brown Brothers and Company's which
he didn't deem secure and he came

there to see you about it?

A Yes sir.

Q What arrangement did you enter into?

A I had already given him some collateral - given him an order for some goods at Pokipsie - some four hundred chests of lac dye.

Q What other arrangements did you enter into with him?

A I told him I could give him three (3) Louisville and Nashville bonds and I told him where they were.

Q Where did you tell him they were?

A At Drexel, Morgan & Company's.

Q Did you tell him you would send them to him?

A Yes sir.

Q What further did you do with reference to them?

A I sent for a clerk - Mr. Pearson.

Q Did you give him a written order

for the bonds?

A Yes sir.

Q The order that has been read here in evidence?

A Yes sir.

Q On whom?

A Drexel, Morgan & Company.

Q Did you tell him to get the bonds?

A Yes sir.

Q Did you tell him what to do with them?

A Yes; I told him to deliver them to Brown Brothers & Company.

Q Do you know what happened to those bonds - what disposition was made of them?

A They were subsequently sold by Brown Brothers & Company.

Q To satisfy the claim for which you deposited them as collateral?

A I suppose so.

Q This loan of fifty bonds was made by W. Williams in the year 1881?

A Yes sir.

Q Did you leave anything with him then as collateral for the loan of the bonds?
 A Yes, one thousand shares of the South
 Duba Water Stock.

Q The stock of a Water Corporation?
 A Yes, a California Corporation, the
 same as the Holyoke Water Company
 of Massachusetts.

Q What was the stock worth then?

A It was selling at forty-two cents
 then - the stock.

Q How has that been expected since - the
 fall of that stock?

A By a decision of the California
 Courts in the Debie question.

Q The Courts held that corporations like
 this could not hold the streams?

A They held that they couldn't throw their
 surplus on the lands.

Q Has he not any other securities ex-
 cept the stock?

A I gave him deeds for lands.

Q Subsequently and during the progress of a litigation you gave him the deeds to two pieces of real Estate?

A Yes sir.

Q What is that real Estate?

A Inough Keepzie.

Q There were two pieces - one of fifty-three acres and one of four acres?

A Yes sir.

Q That property you understand has since been purchased and purchased by Mr. Williams?

A Yes sir.

Q What did you consider the fifty-three acres worth?

A The year I ~~made~~^{had} that transaction with Mr. Williams, Mr. Whitehouse offered me twenty-five thousand dollars for the fifty-three acres, and in June, Mr. Williams levied on the four acres in July, I was offered and refused

0738

— fifteen thousand dollars for the four
weeks.

Q Did you own that property at that
time?

A Yes sir

Q Did you have numerous interviews
with Mr. Williams from the time
these loans matured, up to the time
he brought suit and after that?

A During the years 1883 I had interviews
with him. I think. I sent him a
check for the interest due in January.

Q You paid the interest on the loans
before?

A To July 1884 inclusive.

Q And up to the time of your failure?

A Up to that month.

Q What was it that occasioned this
smash up of the firm of Gifford,
Sherman and Davis - what losses had
you incurred that finally culminated
in an assignment being made by the

24

firm.

Q The judgment, execution &c stopped all my business.

Q The judgment in what case?

A In Mr. Williams' suit.

Q He put the thing in possession of your mills?

A Yes sir.

Q What was it that happened to your finances that rendered it so that you couldn't continue your business?

A Mr. Williams' judgment.

Q How was it that you weren't able to satisfy that fifty thousand dollar judgment?

A Because I had loaned money to other people.

Q To whom did you loan money?

A To my brother?

Q How much did you loan him?

A Altogether over five hundred thousand dollars.

- Q How did you loan money to ?
 A To A. Pitt.
 Q How much ?
 A Six thousand dollars.
 Q When does he repay ?
 A In 1884.
 Q Who else ?
 A I loaned John Stuart, thirty thousand
 dollars.
 Q To whom ?
 A I loaned about thirty thousand dollars
 to Cyrus Butler.
 Q Did those loans all make a loss to
 your business ?
 A Yes sir.
 Q What was the reason your business
 became deranged ?
 A The absence from business got me
 back more particularly.
 Q That was in the Winter of 1884 ?
 A Yes sir; the Winter and Spring of 1884.
 Q What took place between you and

Mr. Williams said reference to any request for the return of these bonds, giving the conversation as best you can - your understanding of them?

A Mr. Williams always treated me kindly and politely in his interviews about the bonds and he told me that whenever I could so make it convenient to arrange my business to get the matter fixed up he would like it.

Q He repeats that different times?
A Yes sir; and I continued to use the bonds and he assented to my using them.

Q Prior to your entering into this arrangement with Gillen did he make any formal or specific demand on you for the return of the bonds?

A No sir.

Q Were you and he on friendly terms?

A Yes sir.

Q Has he dined at your house?

A He did not visit to receive until he came there to see the property.

Q When you gave him additional security?

A Yes sir.

Q You informed him that you hypothecated these bonds?

A Yes sir.

Q What happened in those civil litigations; was judgment entered against you and your mill sold out?

A Yes sir.

Q Has the mill since been sold?

A Yes sir.

Q To a third party?

A Yes sir.

Q What is your connection with the firm that is now running that mill?

A I am employed by them.

Q You are a married man?

A Yes sir.

Q Do you have a family?

A Yes sir; two children.

Q How came you to transfer these three bonds from Drexel, Morgan & Company to Union Trust & Company - how did you come to ~~decide~~ ^{tell} Mr. Gallow that you would do that - how did you come to do that?

A Simply to increase the collateral so that he would feel safe.

Q What was your understanding of your authority to enter into such an understanding, the bonds being borrowed?

A I had authority to do that - that was my business in borrowing them.

Q For the purposes of your business?

A Yes sir.

Q To use them in the business of the firm of Gifford, Sherman and Davis?

A Yes sir.

Q Did you make that transfer of these bonds from Drexel, Morgan & Company to Brown Brothers & Company in the belief that you had a right to do that by reason of some arrangement with Mr. Williams?

A Yes sir.

Q You never formed any intention to steal them?

A No sir.

Q You were under no particular obligation to Brown Brothers & Company to favor them?

A No sir.

Q You derived no advantage in transferring them to Brown Brothers & Company?

A No sir.

Q Except that they were applied in your account with them?

A No sir.

To

Cops - Examination - by - Mr. Williams

Q At the time you borrowed these bonds was there any time fixed for their return?

A Yes sir.

Q What was the time?

A The paper shows.

Q What was the time?

A I don't remember.

Q Was it six months?

A As much as that paper shows. I think it was six months.

Q Did you return them then?

A Yes sir.

Q Why didn't you do so in accordance with your stipulation?

A I'm agreed to prolong the time.

Q It was extended - the time for their return?

A Yes sir.

Q Didn't I demand them of you partic-

clearly?

A You never made any demand for them.
 Q Didn't I tell you in 1853 that I must
 have those bonds, that I wanted to
 put my son in business in Chicago
 and that you must return them to me?
 A No.

Q Didn't I?

A You didn't fix any time for the return
 of them or you didn't tell me what
 you wanted them for. I kept them
 then by your agreement for me to
 use them.

Q You kept the bonds against my
 wishes after I demanded them?

A You didn't make any demand for
 them on me. What you said was
 that you hoped it would be convenient
 that all matters between us would be
 fixed up; that is the way you put
 it.

Q What were the matters between us?

Q The return of the bonds.

A Did not. Does not make any demand on you for the bonds.

Objected to by Mr. Waite - as it was after the transfer was made.

By "The Court"

Q Was the demand made before the bonds left the possession of Drexel, Morgan & Company?
A No sir.

Objection sustained.

By Mr. Williams (Continued)

Q Did you deliver the coupons as they matured in accordance with the understanding you had with me?

A Generally.

Q What was meant by the payment of interest on the loan; were you paying anything for the use of these bonds?

A c h o s i n .
 I f o r m e ?
 A c h o s i n .

By "The Court"

I did call Williams, prior to the time that
 you gave the order to call Pearson for the
 bonds, - make any demand on you
 for their return?

Reformed demand.

I did he make a demand of any kind?
 A c h o s i n ; except the language I have
 used here.

I at the time that you gave the order
 to transfer the bonds from Duxel, Morgan
 & company to Brown Brothers & Company
 were those three bonds the only ones
 you had of the fifty that you received
 from Mr. Williams?

A Twenty had been sold.

Q And all the others had been disposed of in some way?

A I received loans on them.

Q But those three funds were with Drexel, Morgan & Company?

A Yes sir.

Q Were they free and clear?

A Yes sir.

Q And you simply transferred them to Brown Brothers & Company?

A Yes sir.

Q At that time and prior to that time Mr. Williams told you that he hoped you would fix this transaction up?

A Yes sir.

Q They were not then Encumbered?

A Yes sir.

Q And after that you transferred them to Brown Brothers & Company?

A Yes sir.

Q At the time and after the time Mr. Williams made that informal demand

0750

for the lands they were in the possession of Drexel, Morgan & Company and with no Encumbrance on them & they belonged to Mr. Williams & it was after that you transferred them to Brown Brothers & Company?
A Lesson.

Adjoined to Friday, ~~the~~ July 16th 1856
at 10 AM.

0751

4th District Police Court,
N. Y., June 23rd, 1886.

-----M-X
The People &c., on Complaint of ::
William S. Williams :
vs. :
George Innis. :
-----X

CHARGE GRAND LARCENY.

BEFORE HON. Andrew J. White,
Police Justice.

APPEARANCES:-

For the People -
For the Defence - E. Ellery Anderson, Esq and
J. Adriance Bush, Esq.

WILLIAM S. WILLIAMS the complaining witness being
duly sworn testified as follows:-

0752

2.

DIRECT EXAMINATION by THE COURT.

- Q. Where do you reside?
- A. No. 105 East 18th Street.
- Q. What is your business?
- A. I am a broker.
- Q. On or about the 16th of February, ~~1885~~¹⁸⁸⁴, was there any property stolen from you?
- A. Yes Sir.
- Q. What was it?
- A. Three Bonds.
- Q. What kind of Bonds?
- A. First Mortgage Bonds of the Louisville & Nashville Railroad of the New Orleans & Mobile division.
- Q. What was the value of those three Bonds?
- A. \$1000.00 each, \$3000.00
- Q. To whom did they belong?
- A. To me.
- Q. Who stold that property, ifyou know?
- A. George Innis.
- Q. The defendant here?
- A. Yes Sir.

0753

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Q. State the circumstances whereby you came possessed of that property?

A. In April 1881, George Innis applied to me for a loan of some money and I told him I had none to loan. I had previously some two or three years before this, loaned him some Bonds, taking his receipt therefor and he was to return them when called upon by me to do so. It had established a precedent and he asked me at the interview just referred to, if I couldn't lend him some securities and I told him that I didn't know but that I might lend him some. It finally resulted in my lending him 50 Bonds of the value of \$1000. each \$50,000, on the Louisville & Nashville R. R. the New Orleans & Mobile Division, to be returned to me in 6 months and under the expressed agreement and understanding that the Bonds were in no way to be jeopardized ~~or~~ be placed in ^{any} position where they would pass from his control and when the coupons matured, it was expressly stipulated and agreed that they should be delivered to me. I said to Mr. Innis that those Bonds were out of a block of Bonds which I held, the numbers of which were all consecutive and that he must in no wise jeopardize them

0754

4.

or allow them to pass out of his control. He agreed to return the coupons as they matured, some matured in July and he delivered them to me. At the expiration of the 6 months it was on the 29th of October, on or about that day he applied to me for extension of time for the return of the Bonds, ~~which he asked~~. It ran along some little time after that and finally I agreed to the extension asked for for the delivery of the Bonds. The Bonds were to be returned to me in installments, as follows:- 20 on the first of the February following, 15 on the 1st of March following and 15 on the 1st of April, following. He gave me the coupons which had matured on those Bonds on the 1st of January. After the expiration of the time of the extension I repeatedly asked him for them and demanded their return, I don't know how many times I asked, I am not certain. At least a dozen times. I was very much pressed for the want of them myself.

Q. Did you receive those Bonds back at any time?

A. No Sir.

Q. They never have been returned to you up to the present time?

A. No Sir.

0755

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Q. You made a demand for them?

A. Yes Sir.

CROSS-EXAMINATION BY MR. ANDERSON.

Q. Under what arrangement was this loan originally made, was it
a written arrangement?

A. At the time it was made there was no arrangement whatever.

Q. Was there on the 23rd of April a written demand on the terms
xxx made?

A. I think that arrangement was made some week or ten days before
I think he came to me twice about it and after the delivery
of the Bonds I took a receipt for them.

Q. In writing?

A. Yes Sir.

Q. Is the paper I now show you a copy of that receipt?

A. Yes; I should think it was word for word, as I remember it
now.

(Receipt here read which was as follows.)

"New York, April 29th, 1884. Borrowed and re-
ceived of William S. Williams \$50,000.00 of First
Mortgage 6 per cent Louisville & Nashville R. R.
Company Bonds, (New Orleans & Mobile Division)

0756

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for 6 months, having deposited with him as security for the loan of such Bonds, 1000 Shares of the South Youba Water & Mining Company of California. The privilege of returning said Bonds and taking up the said said Stock left as collateral, previous to the expiration of 6 months is reserved.

George Innis.

Q. You say before lending him these Bonds he applied to you for a loan of money and you said you had not the money conveniently?

A. Yes Sir; to loan.

Q. So that his first application to you was for a loan of money?

A. Yes; he asked me for the loan of some money.

Q. And instead of your lending him some money this arrangement was made in regard to the Bonds?

A. Not that arrangement.

Q. This arrangement you have testified to?

A. I loaned him money upon his faith.

Q. You loaned him the Bonds instead of the money because you had no money to loan?

A. I loaned him the Bonds to accommodate him. It was not because I had no money - I loaned him the Bonds to accommodate

0757

him.

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Q. You loaned him Bonds instead of lending him the money because it was found it would give him the same relief or help him in the same way or accommodate him, and therefore you loaned him the Bonds?

A. Yes Sir; I loaned them to him for his own purpose, and he was to protect them and return them to me.

Q. What do you mean by that?

A. If he locked them up or threw them in the river, if he returned the identical Bonds to me and in no manner jeopardized them it was nothing to me.

Q. Didn't you understand that he was to use those Bonds in his business to help himself in his business?

A. I had no understanding, no belief that affected the securities.

Q. They were to be pledged, you didn't think he was going to keep them in a safe?

A. No Sir; I did not.

Q. In case he pledged them against other securities you, as a business man, knew they would be jeopardized and involved necessarily no matter how much he might desire to protect them?

A. I thought there was not a particle of danger. He told me

0758

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that he was worth \$600,000.00 and had property at Poughkeepsie owed no money outside of some little money in his business, that the property was in his own name, that he was worth \$600,000.00 and showed it to me on paper.

Q. Still, didn't you understand, as a business man, that, if he should lose \$600,00 and had pledged these Bonds to some body else and was unable to pay that loss, that that would necessarily involve that risk?

A. He took the risk himself.

Q. Not against your instruction - he took it and you understood it was a business transaction?

A. For him to use those Bonds and he was to return them to me at the proper time.

Q. Did you so understand it?

A. He suggested some security and I said his receipt was sufficient and I accepted it and he was to protect me and I was not to lose a dollar.

Q. What is your business?

A. I am a Broker.

Q. You have been in active business how long in New York?

A. I have been active in a certain way since 1858.

Q. You are perfectly familiar with all these transactions by

0759

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which securities are borrowed for use and pledged as instruments to borrow money on and use for all other different purposes in business?

A. No Sir; I knew nothing about the securities until I loaned them.

Q. You never loaned any securities?

A. No Sir; except to this man before.

Q. What is your business?

A. A Broker.

Q. Whereabouts?

A. In the Street.

Q. What number in the Street?

A. No number, I am at 32 Broad Street.

Q. When you are doing business on your own account where has your place of business been?

A. I have been in the railroad office at No. 2 Exchange Court, No. 30 Pine Street, No. 10 Pine Street, No. 24 Pine Street and No. 52 Wall Street.

Q. When you were at No. 2 Exchange Court you were a Broker?

A. No Sir; I was connected with the New Orleans, Mobile & Chattanooga Railroad.

0760

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Q. Where have you acted as a Broker for the purchase and sale of Stock?

A. At No 4 Wall Street.

Q. When you were a Broker at No. 4 Wall Street, were you not in the habit of buying Stock for customers on margins?

A. Yes Sir.

Q. In all such case were you not in the habit of receiving Stock as collateral securities for loans?

A. Yes Sir.

Q. Why did you say a few moments ago you were not familiar with it?

A. I am entirely familiar with it. There are two ways we do business in Wall Street. We loan money on securities and take the money ^{for them} ~~after that~~. If a man wants to borrow a 100 Shares of Stock because he sold it in the market he gives us the money ^{we give him the securities} at the market price that day but to go in and borrow securities for ^{any} ~~the~~ purpose without giving securities

for the purpose, never came to my notice except in the two instances where I did it with this man Lewis.

II.

Q. When this privilege of the 29th of April expired you say after some talk between you and Mr. Innis it was extended. Look at the paper I now show you and say whether it is a copy of the paper you took from Mr. Innis at the time it was extended?

A. Yes, as I remember.

(Paper read, the following of which is a copy.)

"New York, December 17th, 1881. The time for the returning and the exchange of the within securities has been and is hereby extended by the arrangement and agreement for my accommodation. In consideration for such extension, I hereby agree and bind myself to return to said William S. Williams 20 of said Bonds on the 1st of February next, 15 on the 1st of March next, and the remaining 15 on the 1st of April next, with all coupons belonging therewith.

George Innis."

Q. Since the time of that extension you had these coupons from time to time down to a certain date?

A. I think to within about a year.

Q. A year from now?

A. From the time of the bringing of the suit.

0762

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Q. The suit was brought when?

A. In February, 1884.

Q. After Mr. Innis ceased delivering you the coupons did you not on one or two occasions take a check for the interest?

A. I think on one or two occasions I had a check for part of the amount. He remarking that the Bonds could not be got at.

Q. You afterwards brought an action, a civil action, against Mr. Innis?

A. Yes Sir.

Q. And you prosecuted that action to judgment?

A. I did.

Q. For the principal and interest which it has accrued?

A. Yes Sir.

Q. After the suit was commenced you received a certain amount on the accrued interest?

A. In conjunction with a fraudulent bill of sale. He paid up some of the interest. He gave me a bill of sale and some log wood which was pledged to the Third National Bank.

Q. After the suit was brought did you receive any check for interest which was accrued on these Bonds?

A. The payment of the interest at the time that he gave the satisfaction of the judgment by making me this Bill of Sale.

0763

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Q. In July 1884 was that?

A. About the middle of July, the 10th perhaps.

Q. After judgment was got you issued an execution against his property?

A. Yes Sir.

Q. And sold out whatever property you could levy on in Poughkeepsie and collected a certain amount of money?

A. No Sir; You got the judgment opened and it cost me ^{20,}~~50,~~000 to get it ~~opened again~~ ^{opened}.

Q. As far as your judgment is concerned you did finally sell out to collect some money on your judgment?

A. Yes; after a delay of over 12 months.

Q. How much did you collect, about?

A. I should say about \$30,000

Q. Besides that Mr. Innis conveyed some real estate to you?

A. About \$9,000. I collected about \$40,000 at a cost of \$19,000 or \$20,000 and my lawyers are not paid yet.

Q. You also issued execution against the person of this gentlemen, Mr. Innis?

A. Yes Sir.

Q. And you had the pleasure of having him locked up one Saturday night?

0764

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- A. Mr. Innis had been looked for a long time, kept out of the way and couldn't be found, and one Saturday afternoon I saw him in Pearl Street, ^{skulking around} to get in your office in Wall Street, and I went to my attorney's office and told him about it and they sent to the Sheriff's office and they arrested him. He was not arrested because it was Saturday night. He was arrested because he couldn't be found any sooner.
- Q. During all these proceedings, you never saw any of these Bonds?
- A. I never had possession of them in any form.
- Q. Never saw them?
- A. Never had possession of them.
- Q. Never looked at them?
- A. Yes; day before yesterday I bought some Bonds and one of them was one of these Bonds. I found out on this trial what he did with them in the latter part of April, '84.
- Q. As far as your statement is concerned here before Judge White, is there anything he did with those Bonds that you can testify to of your own knowledge.
- A. Except as to what is testified to on that trial. The admission of Brown Brother and the admission of Drexel & Company. That they were transferred to Brown Brothers &

0765

15.

Company that they received them and they were to be applied to the payment of an old debt, and they passed no money on them.

Q. You sued Brown Brothers and Company for these three Bonds?

A. Yes Sir. These three Bonds he has stolen.

Q. In regard to these three Bonds, when did they pass out of his possession to your knowledge?

A. I couldn't say except by the evidence taken in the civil Court.

Q. Do you know, have you any idea when?

A. On the 16th of February, 1884.

Q. That answer is based on the same information?

A. Yes Sir.

Q. In February, 1884 you think?

A. Yes Sir.

Q. Was that before or after you commenced the suit?

A. When I was preparing the suit.

Q. You say you saw them?

A. Yes Sir.

Q. How long ago was it?

A. The time I delivered them to Mr. Innis to 1881. I saw some of the 50 Bonds.

0766

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Q. Have you seen the 3 Bonds since you gave them to Mr. Innis?

A. No Sir.

Q. And all you know about what he did with them is from statements made in the civil suits?

A. Yes; the statement of three different witnesses.

Q. As I understand you, the real points of your complaint is that on some occasion after he had the Bonds they became, from the lien of any pledge made on them, that being under the obligation to return them to you, he pledged them again.

A. No Sir; he sold them. These three Bonds were unincumbered.

Q. You claim he stole them?

A. He appropriated them to his own use and took the avails of them after the demands for their return.

Q. You had this case before the Grand Jury, had you not?

A. Yes; I was there.

Q. And Mr. Oliver T. King was the foreman of that Grand Jury?

A. I don't know who was ther foreman. I went before the Grand Jury and made scarcely any statement at all. They asked me to make a statement.

Q. And it has been before them since?

A. This case has not. Mr. Davis, one of the Assistant District Attorneys, told me it was ~~an~~ ^{to come there it was a case} unusual ~~case~~ and that I should go to the Police Court.

POOR QUALITY
ORIGINAL

0767

152

N. Y. Supreme Court,

GENERAL TERM.

WILLIAM S. WILLIAMS,

Plaintiff and Appellant,

against

GEORGE INNIS,

Defendant and Respondent.

APPEAL FROM ORDER.

ADOLPHUS D. PAPE,

Attorney for Appellant.

HENRY S. BENNETT,

Of Counsel.

FREDERICK S. WALKER,

J. ADRIENOE BUSH,

Attorneys for Respondent.

NEW YORK:

JAS. H. FOLAN, LAW & JOB PRINTER,
79 & 81 William St.

1884.

TORN PAGE

0768

INDEX.

PAGE.

Moving Papers of Defendant.

Order to show cause.....	1
Affidavit of Geo. Innis.....	2-6
“ “ A. Innis.....	7-8
“ “ Defendant's Attorney, Worth....	10
Judgment Roll in action.....	10-20

Answering Affidavits of Plaintiff.

Affidavit of Plaintiff.....	21-38
Subt A, attached to Plaintiff's affidavit....	39
“ B, “ “ “ “	11-13
Affidavit C, “ “ “ “	40-42
Affidavit of Bennett, Defendant's Attorney..	43-47
“ “ I. S. Fischer.....	48-50
“ “ Howland, Deputy Sheriff.....	51-61
“ “ Dutcher, Shreff.....	62-63
“ “ Swan.....	64-70

Rebutting Affidavits of Defendant.

Affidavit of Innis, Defendant.....	71-78
“ “ Adriance.....	78-79
“ “ Platt & Innis.....	80 81
“ “ Raynor & Nolan.....	82-84
Order appealed from.....	85-86
Notice of Appeal.....	87

0769

1
Supreme Court,
CITY AND COUNTY OF NEW YORK.

2
WILLIAM S. WILLIAMS
against
GEORGE INNIS.

On the annexed affidavits of George Innis, Aaron Innis, and Frederick S. Wait, and on the judgment roll, execution, and all the papers, pleadings and proceedings in this action :

3
Now, on motion of J. Adriance Bush and Frederick S. Wait, attorneys for the applicant, let the plaintiff or his attorney, and James E. Dutcher, Sheriff of the County of Dutchess, show cause before me, one of the Justices of this Court, at the Chambers thereof at the New Court House, New York City, on the 22d day of September, 1884, at 11 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, why the judgment entered herein by default on the 28th day of 4
July, 1884, should not be opened and set aside, and why the defendant should not have leave to answer upon the merits herein, and why Aaron Innis should not be made a party defendant and permitted to serve an answer herein, and why the Sheriff's sale, under execution had herein, should not be set aside, and why the defendant should not have such other or further relief in the premises as may be just.

5 And in the meanwhile, and until the hearing and determination of this motion, and the further order of this Court, let all proceedings on the part of the plaintiff and of the said James E. Dutcher, Sheriff of the County of Dutchess, be stayed.

Service of this order less than eight days from the return day thereof shall be sufficient.

Dated, New York, September 15th, 1884.

C. DONOHUE, J.

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SUPREME COURT.

CITY AND COUNTY OF NEW YORK.

WILLIAM S. WILLIAMS,

against

GEORGE INNIS.

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10

County of Dutchess, ss :

GEORGE INNIS being duly sworn, says that he is the defendant in the above entitled action; that judgment was entered in this action by default on the 28th day of July, 1884, for \$55,029.77 damages and costs; that no answer or notice of appearance was interposed by deponent, and there has been no hearing upon the merits.

Deponent originally borrowed of the plaintiff \$50,000, par value of the Louisville and Nashville Bonds about April 29th, 1881, for six months, and gave as collateral security one thousand shares par value \$50,000, of the South Yuba Water and Mining Company, then worth about \$40,000 and now worth about \$20,000. Plaintiff has never returned said stock.

Deponent further says that he delivered the coupons on said Louisville and Nashville Bonds to plaintiff regularly till July, 1884, when deponent paid plaintiff the interest then due on said bonds by check.

Deponent further says that the original loan of bonds was extended from time to time by plaintiff, both orally and in writing till the fall of 1883, when plaintiff solicited a settlement. On the 26th day of March, 1884, I was served with a summons. and on the 8th day of April, 1884, I was served with a new summons. I was sick

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13 and confined to my house under the care
of a physician from January to May, 1884. After
this suit was started and during my sickness, I
entered into negotiations with the plaintiff, who
agreed with me not to take any further steps in the
action or to enter up a judgment, but to wait until
I could make other arrangements for the loan, if I
could furnish additional security to him. I then,
in pursuance of the above agreement, and relying
upon his promise not to further prosecute the said
14 action, gave him two deeds of lands at Poughkeepsie,
viz.: Four acres of valuable land on Washington
street, adjoining the residence of the late Dr.
Beadle and of Mr. Allen of New York, worth from
\$10,000 to \$15,000, and of fifty-three acres at East
Poughkeepsie, worth from \$10,000 to \$15,000 as ad-
ditional security. These deeds were delivered to
plaintiff after July 10th, 1884, and were drawn by
the attorney for Williams, as is shown by the an-
nexed letter in the handwriting of Mr. Williams,
15 dated July 10, 1884, marked "A." *These deeds
were procured from me by a fraud and a trick.*
On July 9, 1884, the day before these deeds were
sent to me for signature as shown by said memo-
randum, the plaintiff had actually procured an
order for a writ of inquiry in this suit, and was
without my knowledge busily preparing to perfect
a judgment against me in violation of the express
agreement to give me time and do nothing under
the summons if I furnished the deeds as additional
16 security. On the 14th day of July, 1884, about the
date the deeds must have reached plaintiff, he was
without my knowledge actually assessing the dam-
ages before the Sheriff's jury.

Deponent further says that the plaintiff accepted
and retained these deeds in pursuance of such ar-
rangement to extend my time and not to enter any
judgment or do anything under the summons, and
has since deeded these very properties to John P.
Adriance and Eugene N. Howell, and has never ac-

counted therefor, or applied any consideration re-
sulting therefrom on his debt. I deny that I am
indebted to the plaintiff in the sum of Fifty-five
Thousand Dollars, or that the said bonds loaned to
me were worth that sum, at the time the loan ma-
tured or at or since the commencement of this
action. On the contrary, the value of these bonds
is, and has been for two years at least, below par,
and at the time of the inquest herein, they were
worth about seventy cents on the dollar.

Deponent further says that he has fully and
17 fairly stated his case to Frederick S. Wait, his
counsel, who resides at No. 209 West 38th street,
in the city of New York, and that he is advised by
him after such statement that he has a good and
substantial defense upon the merits to a large part
of the plaintiffs' claim. Deponent further states
that he desires to defend this action, and that the
judgment entered herein was a breach of the agree-
ment of extension under which deponent furnished
the additional security, and was a complete sur-
18 prise to deponent. That the only consideration de-
ponent was to receive for the additional security
was that nothing further was to be done under the
summons, which agreement plaintiff was violating
at the very time he received such security; that
the *ex parte* assessment of damages is excessive, ex-
orbitant and unjust, as deponent can clearly show,
and that the collateral security appropriated by
plaintiff to his own use and disposed of by him,
19 have not been deducted from his claim.

Deponent further says that execution has been
20 issued on the said judgment, and his property and
mills at Poughkeepsie seized. The personal prop-
erty was sold by the Sheriff of Dutchess County
about the 28th day of August, 1884, for about five
thousand dollars, less than one-fifth of its value. I
have been in the business for years, and know its
value. It consisted largely of dye-woods and dye-
stuff wholly and partially manufactured. The

21 plaintiff agreed before the sale, and while I was endeavoring to negotiate a settlement with him, that if he purchased this material he would work it up in the mills and apply it at its full value for the benefit of the estate. Plaintiff has violated said agreement, and, I am informed, is negotiating a sale of said stuff.

Deponent further says that since the judgment was wrongfully entered herein by default, he has made strenuous efforts to secure an adjustment of the plaintiff's claim, but that the said plaintiff has demanded much more than is rightfully due him, and the negotiations, which have extended over a period of six weeks, have just been broken off. This is the reason I have not sooner moved to vacate the judgment. Deponent prays that the judgment may be opened, and that he may be permitted to serve an answer herein, and that the Sheriff's sale may be set aside, and all proceedings under the execution be stayed.

23 For the reasons aforesaid, deponent prays for an order to show cause. No previous similar application has been made herein.

GEORGE INNIS.

Sworn to before me, this 13th }
day of September, 1884. }

C. M. PALMER,
Notary Public.

24

"A."

N. Y., July 10th, '84.

Mr. Innis will please erase the signature on these deeds after executing the warranty deeds and return with them, that I may compare the descriptions of the property, and oblige,

Mr. WILLIAMS.

SUPREME COURT,

CITY AND COUNTY OF NEW YORK.

WILLIAM S. WILLIAMS

against

GEORGE INNIS.

25

26

City and County of New York, ss:

AARON INNIS being duly sworn says that he resides in the City of Poughkeepsie, New York. That he is the assignee of George Innis, the above named defendant. That a general assignment was made by said George Innis to deponent on the 4th day of August, 1884, and filed in the office of the Clerk of the County of Dutchess on the said 4th day of August, 1884. That deponent has duly qualified and given the bond, duly approved, required by law and filed his schedules and is now acting as such assignee. That deponent desires as such assignee to come in and defend this action and asks that the judgment herein be opened and set aside.

AARON INNIS.

Sworn to before me this 12th }
day of September, 1884. }

MICHAEL W. NOLAN,
Notary Public,
Kings Co.

28

Cert. filed in N. Y. Co.

N. Y. SUPREME COURT.

WILLIAM S. WILLIAMS
against
 GEORGE INNIS.

County of Dutchess, ss :

30 AARON INNIS being duly sworn says that he did not sooner apply to open the judgment herein, because until within the past few days negotiations of a friendly character have been pending with a view of settling the plaintiff's claim, and thus getting it out of the way, so that deponent could properly administer the estate in his hands. That no agreement could be reached as to the amount due plaintiff, and the negotiations have been broken off within the past few days.

AARON INNIS.

31 Sworn to before me this 19th }
 day of September, 1884. }

[SEAL]

SAMUEL S. DANIELS,
Notary Public.
 In and for Dutchess Co.

SUPREME COURT.

CITY AND COUNTY OF NEW YORK.

WILLIAM S. WILLIAMS
against
 GEORGE INNIS.

City and County of New York, ss :

FREDERICK S. WAIT, being duly sworn, says, that the real estate of the defendant has been advertised for sale under the execution herein, and that the plaintiff, as deponent is informed and believes, is about to sell the personalty heretofore sold under execution referred to in the affidavit of defendant. Deponent therefore asks that an order to show cause, returnable in less than eight days, be granted herein.

FREDERICK S. WAIT.

Sworn to before me this 13th }
 day of September, 1884. }

MICHAEL W. NOLAN,
Notary Public,
 King's Co.

Cert. filed in N. Y. Co.

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37

SUPREME COURT.

CITY AND COUNTY OF NEW YORK.

WILLIAM S. WILLIAMS,

Plaintiff,

against

38

GEORGE INNIS,

Defendant.

Judgment Roll

To the above-named Defendant, George Innis :

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer on the plaintiffs' attorney within 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, March 26, 1884.

ADOLPHUS D. PAPE,

Plaintiff's Attorney.

Office and Post Office Address,

6 Wall Street, New York City, N. Y.

40

I, GEORGE INNIS, the defendant within named, admit that a summons, of which the within is a copy, was duly served on me at the City of Poughkeepsie, in the State of New York, by the personal delivery to me on the 26th day of March, 1884, of said copy, which said copy of said summons was then and there left with me.

Dated Poughkeepsie, N. Y., March 26, 1884.

GEORGE INNIS.

11

SUPREME COURT OF THE STATE OF NEW YORK.

PLACE OF TRIAL TO BE CITY AND COUNTY OF NEW YORK.

WILLIAM S. WILLIAMS

against

GEORGE INNIS.

Complaint.

42

The complaint of the plaintiff respectfully shows to this Court, as follows :

I.

That on the 20th day of April, 1881, he was the owner and holder of Fifty, One Thousand Dollar Coupon First Mortgage Six per cent. Louisville & Nashville Railroad Company Bonds, New Orleans & Mobile Division, worth the sum of Fifty-five thousand dollars.

II.

That on said day the defendant applied to the plaintiff to loan him said bonds, which said plaintiff agreed to do upon the conditions hereinafter named, to wit; said defendant agreed, and in pursuance thereof defendant then and there made, executed and delivered to plaintiff, the following instrument in writing, to wit:

" New York, Apr. 20, 1881.

" Borrowed and received of W. S. Williams fifty thousand dollars of the First Mortgage Six per cent. Louisville & Nashville R. R. Co. bonds, " New Orleans & Mobile Division, for six months " having deposited with him as security for the

45 "loan of said bonds, one thousand shares of the
 "capital stock of the South Yuba Water & Mining
 "Company of California. The privilege of return-
 "ing said bonds and taking up the said stock left
 "as collateral prior to the expiration of six months
 "is reserved.

"GEORGE INNIS."

46 That thereupon to carry out said agreement this
 plaintiff delivered to defendant the said fifty, one
 thousand dollar bonds therein described, and de-
 fendant deposited with plaintiff the one thousand
 shares of the South Yuba stock therein described.

III.

47 And plaintiff further complaining says, that the
 said defendant violated the aforesaid agreement by
 neglecting and refusing to return to him the said
 fifty, one thousand dollar bonds within the period
 mentioned. Subsequently to the expiration of said
 period, to wit, on the 17th day of December, 1881,
 at the special instance and request of defendant,
 the plaintiff, in consideration of new promises made
 by defendant, permitted defendant to retain said
 bonds for the period hereinafter mentioned.

48 That defendant expressed said promise by writ-
 ing the same on a paper attached to the aforesaid
 agreements, and signing the same and delivering it
 to plaintiff. That said written agreement is as
 follows, to wit.

"New York, Dec. 17th, 1881.

"The time for the returning and exchange of the
 "within named securities has been and is hereby
 "extended by arrangement and agreement for my
 "accommodation. In consideration for said exten-
 "sion I hereby agree and bind myself to return to
 "said W. S. Williams, twenty of said bonds (\$20,-
 "000) on the first day of February next, fifteen
 "(\$15,000) on the first day of March next, and the

"remaining fifteen (\$15,000) on the first day of 49
 "April next, with all coupons belonging there-
 "with.

"GEORGE INNIS."

IV.

And plaintiff further says that defendant has
 wholly violated all his agreements, covenants and
 obligations as hereinbefore set forth, and has neg-
 lected and refused to return the aforesaid bonds to 50
 this plaintiff. That plaintiff, at the expiration of
 the period last mentioned, repeatedly and duly
 tendered to defendant the one thousand shares of
 the capital stock of the South Yuba Water and
 Mining Company of California, deposited with him
 as aforesaid, and demanded that defendant return to
 him said fifty, one thousand dollar bonds. That
 such demand and tender were made previous to the
 commencement of this action, but defendant has
 neglected and refused to deliver said bonds to plain- 51
 tiff and has appropriated and converted the same
 to his own use.

V.

That said bonds are now worth the sum of Fifty-
 five thousand dollars, exclusive of interest.

Wherefore plaintiff demands judgment directing
 that defendant deliver to plaintiff forthwith the
 aforesaid bonds, or in case such delivery cannot be 52
 made, that judgment be rendered in favor of plain-
 tiff and against defendant for the value of said
 bonds and accrued interest, to wit, for the sum of
 fifty-five thousand dollars and interest, and the costs
 of this action,

ADOLPHUS D. PAPE,
Plaintiff's Attorney.

53 *City and County of New York*, ss :

WILLIAM S. WILLIAMS, being duly sworn, says I am the plaintiff herein, I have read the foregoing complaint, and know the contents thereof; the same is true of my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true.

W. S. WILLIAMS

54 Sworn to before me this {
7th day of April, 1884. }

ISRAEL F. FISCHER,
Notary Public,
N. Y. County.

55

56

SUPREME COURT,

CITY AND COUNTY OF NEW YORK.

WILLIAM S. WILLIAMS

against

GEORGE INNIS.

City and County of New York, ss:

JOHN H. WEBSTER, being duly sworn says; I am a clerk in the office of plaintiff's attorney. The summons and complaint herein were duly served on the defendant, on the 8th day of April, 1884, as appears by my affidavit, also hereto annexed. More than twenty days have elapsed since said service, and no answer, demurrer, or notice of appearance has been received or served, in pursuance of the requirement of the summons in this action. I am a counsellor at law and have charge of the papers in this case as the clerk of plaintiff's attorney. I therefore pray for an order for judgment and that the damages may be assessed by a jury. No previous application has been made for the annexed order.

JNO. H. WEBSTER.

Sworn to before me {
July 9th, 1884. }

J. TRAVIS KING.
Notary Public,
Rich. Co.

Cert. filed in N. Y. Co.

57

58

59

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61 At a Special Term of the Supreme Court
of the State of New York, held at
the Court House in the City of
New York, on the 9th day of July,
1884.

Present.—Hon CHARLES H. VAN BRUNT, *Justice*.

62 WILLIAM S. WILLIAMS
against
GEORGE INNIS.

The summons with a copy of the complaint in
this action having been duly served on the defend-
ant above named, George Innis, on the 8th day of
April, 1884, at the City of Poughkeepsie, within
the State of New York, and said defendant having
63 made default in appearing. Now on motion of
Adolphus D. Pape, Esq., Plaintiff's Attorney, it is
ordered; that the plaintiff have judgment in this
action against defendant for the relief demanded in
the complaint, and it is further ordered; that the
damages which plaintiff has sustained by reason of
the failure of defendant to return the bonds set
forth in the complaint, be assessed by a jury, and
that a writ of inquiry be for that purpose issued,
directed and delivered to the Sheriff of the City
64 and County of New York.

Enter,
CHAS. H. VAN BRUNT,
Justice.

N. Y. SUPREME COURT.

65

WILLIAM S. WILLIAMS,

Plaintiff,
against

GEORGE INNIS,

*Defendant.**Affidavit of
Service of Sum-
mons and Com-
plaint.*

66

City and County of New York, ss:

JOHN H. WEBSTER, being duly sworn, says that
he is of the age of 21 years and upwards; that on
the 8th day of April, 1884, at Poughkeepsie,
Dutchess County, New York, between the hours of
9 A. M. and 5 P. M., he served the annexed sum-
mons together with a copy of the complaint therein
mentioned, the original of which is also hereunto
annexed, on George Innis, the defendant in this
action, by delivering to and leaving with such de-
fendant personally, a copy of the annexed sum-
mons and the said copy of the complaint. 67

He further says, that he knew the person served
as aforesaid, to be the person mentioned and de-
scribed in said summons as George Innis, the de-
fendant in this action.

JOHN H. WEBSTER.

68

Sworn to before me this }
8th day of July, 1884. }

ISRAEL F. FISCHER,
Notary Public,
N. Y. Co.

69) *The people of the State of New York, to the Sheriff of the City and County of New York, greeting :*

Whereas, in an action brought by William S. Williams against George Innis, in our Supreme Court, such proceedings were had, upon the personal service of the summons and complaint therein upon said George Innis, that the said William S. Williams obtained an order of the said Court, directing the plaintiff's damages in the said action to be assessed by a jury, a copy of the complaint in said action being hereunto annexed, therefore, we command you, that, by the oath of twelve good and lawful men of your bailiwick, you diligently inquire what damages the said William S. Williams hath sustained for and on account of the premises in the said complaint contained; and that you, with all convenient speed, return to the office of the Clerk of the City and County of New York the inquisition taken by you, by virtue of this writ, under your seal and the seals of those by whose oaths you shall take that inquisition, together with this writ.

Witness, Hon. Charles H. Van Brunt, Justice, at the Court-House, in the City and County of New York, this 9th day of July, 1884.

PATRICK KEENAN,
Clerk of the Supreme Court, City and County of New York.

72 ADOLPHUS D. PAPE,
Plaintiff's Attorney.

Inquisition taken the fourteenth day of July, in the year one thousand eight hundred and eighty-four, before me, Alexander V. Davidson, Sheriff of the City and County of New York, at the City Hall, in said City, by virtue of a certain Writ of Inquiry of Damages to me directed, and to this inquisition is annexed, to enquire of and concerning certain matters in said writ contained, specified by the oaths of A. H. Cardozo, D. Underhill, Joseph Struthers, T. Chatterton, A. D. Thompson, Joseph Stiner, T. Chalmers, H. Meyer, T. E. Hanson. W. H. Gedney, Joseph A. Dreyfoos, James Fraser, twelve good and lawful men of the said city and county, who being chosen, tried and sworn, say upon their oaths, that the plaintiff in the said writ named, has sustained damages by reason of the matter in said writ contained, to the amount of Fifty-five thousand dollars (\$55,000) besides the costs and charges by the said plaintiff about this suit in that behalf expended, and for those costs and charges to six cents.

In witness whereof, as well I, the said Sheriff, as the Jurors aforesaid, to this inquisition have set their hands and seals the day and year above written.

A. V. DAVIDSON, Sheriff. [L.S.]
A. H. CARDOZO, [L.S.]
THOS. CHALMERS, [L.S.] 76
D. UNDERHILL, [L.S.]
HENRY MEYER, [L.S.]
JOS. STRUTHERS, [L.S.]
T. E. HANSON, [L.S.]
THOS. CHATTERTON, [L.S.]
W. H. GEDNEY, [L.S.]
A. D. THOMPSON, [L.S.]
JOS. A. DREYFOSS, [L.S.]
JOS. STINER, [L.S.]
JAMES FRASER, [L.S.]

77 SUPREME COURT OF THE STATE OF NEW
YORK.

CITY AND COUNTY OF NEW YORK.

WILLIAM S. WILLIAMS

vs.

GEORGE INNIS.

78

This action having been commenced on the 8th day of April, 1884, by the personal service of the summons and complaint on the defendant, and due proof having been made and filed of such service, and that no answer or demurrer has been received from the defendant; and the damages sustained by the plaintiff by reason of the matters alleged in the complaint having been assessed by a sheriff's jury under a writ of inquiry issued out of this Court, now on motion of Adolphus D. Pape, attorney for the plaintiff,

It is adjudged that the plaintiff recover of the defendant the sum of fifty-five thousand dollars, the damages thus assessed, with twenty-nine ⁷⁷/₁₀₀ dollars costs of the action, making together the sum of fifty-five thousand and twenty-nine ⁷⁷/₁₀₀ dollars, and that plaintiff have execution therefor.

80

SUPREME COURT OF THE STATE OF NEW YORK. 81

CITY AND COUNTY OF NEW YORK.

WILLIAM S. WILLIAMS

vs.

GEORGE INNIS.

82

City and County of New York, ss:

WILLIAM S. WILLIAMS, being duly sworn says, I am the plaintiff in this action. It is brought to recover from the defendant, George Innis, the value of fifty, first mortgage coupon bonds of the Louisville & Nashville Railroad Company, worth \$55,000. I loaned the bonds to defendant in the spring of 1881. He represented to me that he had a large 83 amount of personal and real property far exceeding all his liabilities. That his property not being available as collateral to borrow money from the banks he desired the use of my said bonds for six months only to meet temporary emergencies, at the end of which time he promised to return them. Upon these representations I loaned him the bonds. He gave me as partial security for their return the one thousand shares of South Yuba Mining Stock referred to in his affidavit, upon which this motion 84 is based. He said this stock, in his opinion, was worth \$40,000, but I have since learned it to be almost, if not entirely, worthless. I have it still in my possession and cannot get a bid for it. The office of the company is locked and, I am informed by the janitor, has been closed for the last four weeks. At the end of the six months aforesaid, to wit, in October, 1881, the said Innis asked to be allowed to retain the said bonds six months longer.

85 He told me at that time that his property largely exceeded his liabilities; that he had invested in property and materials used in his manufacturing business in Poughkeepsie, \$600,000, and in support of that statement he produced a memorandum of figures which he said he knew to be correct. He further said that his business was flourishing and yielded him a large income; that he had a large amount of real estate and mill property, which he owned and held in his own name, upon which 86 there was no encumbrance whatever. Upon the faith of these representations I allowed him to retain the bonds, he agreeing to return \$20,000 on February 1st, 1882; \$15,000 on March 1st, 1882; and April 1st, 1882, \$15,000. After the lapse of the dates above set forth, said Innis failing to perform his agreement, I again asked for the return of the bonds; but Mr. Innis asked for still further time, and gave me such positive assurances of his great 87 wealth and resources, that I suffered him to retain them for a few days longer; he promising most faithfully to deliver them to me in a few days. No further extension was ever granted him, either verbally or in writing, and matters thus continued. He kept putting me off from time to time for more than a year longer, until September 4th, 1883, when he asked me to accommodate him by exchanging checks with him. I gave him my check for \$2,725 and he gave me his check for the same amount and 88 date, or day after, for me to use. He continued asking and receiving these favors for three or four weeks, and occasionally he would inform me that he had not money enough in his bank to meet the exchange checks he had given me, and would ask and obtain from me money to make his exchange checks good. When these events happened I felt and expressed considerable indignation but Mr. Innis gave me such plausible excuses, and appeared to feel my rebuke so keenly, that I overlooked it. About this time Mr. Innis told me that he was ad-

vised by his brother in Colorado (and he showed me 89 letters from his brother in support of that statement), that in a few weeks at the farthest he would arrive at a point in his silver mine which, independent of his business, would enable him to pay all of his indebtedness expeditiously, and again begged me to exchange checks with him for one day only; that he would surely have the money for me on the following day in the bank. I acceded to his request, with the injunction that if there was a 90 possibility of his not protecting the checks, not to take mine, as it would seriously inconvenience and embarrass me, as the amount was so large (\$13,160). The following day he told me that he could not protect his checks, and I was forced to take his notes, payable at short periods, none of which were paid at maturity. I thereupon demanded security for this \$13,160, as well as for my unreturned bonds, but only have obtained from him the sum of \$3,000. From that time I determined to and did refuse to ex- 91 change checks with him, or advance him any money whatever. I told him that I could not consent to continue what was evidently a "kiting operation," calculated to deceive the banks and create a fictitious credit. The checks which he gave me in exchange were signed by his firm name of Gifford, Sherman & Innis. This claim, therefore, of \$13,160 was a partnership debt, independent of and distinct from the claim which I had against Innis for my unreturned bonds. Immediately thereafter I continued 92 to urge more frequently and persistently the return of my bonds, as well as the repayment of the \$10,160. He then promised to deed me what he claimed to be 53 acres of ground, situated on Main street, near Poughkeepsie, placing a valuation of \$25,000 upon it, and a lot on Washington street, which he valued at \$17,500, saying he had refused \$25,000 for the former and \$17,000 for the latter. Up to this time he had not only owed me the 50 one thousand 1st Mortgage Bonds, but also \$10,160,

93 advanced as aforesaid. These accommodations and
 advances were made by me for his sole accommoda-
 tion, without receiving a cent of compensation ex-
 cept the interest coupons on the bonds as they fell
 due. My business relations or complications with
 him were simply to serve him without reciprocity,
 and my loans to him were made from pure friend-
 ship for and sympathy with him, and because I be-
 lieved him to be amply responsible. About this
 time he ceased to give me the coupons on my mort-
 gage bonds, which he had heretofore done regu-
 94 larly, according to the agreement which he had
 made at the time I loaned him the bonds. He, how-
 ever, at irregular intervals gave me coupons or his
 checks for the amount of the interest until about
 two months ago (July 1, 1884), when he neither
 gave me coupons or checks. In March of this year
 I began to feel serious distrust in Mr. Innis' ability
 and disposition to pay me, and I employed Henry
 S. Bennett, counsellor at law, of this city, to go to
 Poughkeepsie, where the said Innis had always re-
 95 sided and done business, to search the records and
 ascertain what real estate stood in Mr. Innis' name,
 and to make a full investigation as to his assets, lia-
 bilities and financial standing. Mr. Bennett made
 the investigation in March, 1884, and reported to
 me the result. I then discovered that Mr. Innis had
 greatly exaggerated to me the amount and value of
 his property; and I also learned that all the
 property, real and personal, in his name, or
 under his control, outside of his manufacturing
 96 business, would at a forced sale, barely indemnify
 me for the forced loans of about \$10,000. I imme-
 diately wrote to Mr. Innis insisting that he should
 speedily pay or properly secure my claim. He re-
 plied under date of March 11th, 1884, promising
 that he would give me a full title to all his lands at
 once. I hereto append his letter, and annex it to
 the end of this affidavit and mark it Exhibit "A"
 waited two weeks, and not hearing from Mr.

Innis, I directed my counsel, Henry S. Bennett, to
 proceed to Poughkeepsie and see Mr. Innis person- 97
 ally, and unless the deeds were delivered at once, to
 begin an action to enforce my claim. Mr. Bennett,
 as I am informed and believe, and as appears by
 his affidavit hereto annexed, saw Mr. Innis in Pough-
 keepsie on the 26th day of March, 1884, and de-
 manded from Mr. Innis the aforesaid deeds.

Mr. Innis failed to deliver them. Mr. Bennett
 then and there served Mr. Innis with the summons
 in this action. At that interview as appears by his
 affidavit and as he subsequently informed me, Mr. 98
 Bennett told Mr. Innis that he, Innis, had seriously
 misled me by exaggerating the value of his property.
 Mr. Bennett also told him the amount of my claim
 against him, to wit, \$55,000, the value of the bonds,
 and between \$10,000 and \$10,160, the balance due
 on the forced loan as heretofore set forth. Mr.
 Innis admitted that the claim was just, and the
 amount correct. Mr. Innis also begged Mr. Bennett
 to use his influence with me not to enter judgment,
 and as an inducement for me not to enter judgment 99
 he told Mr. Bennett to tell me that all the Mill
 property on which he did business and all his other
 real estate was in his own name; that he owned the
 whole of it; that there was no incumbrances upon it
 of any nature whatever; that he would not suffer any
 incumbrance upon it; that he owed no debts, and
 had incurred no liabilities out of which any incum-
 brance could be created except the debt which he
 owed to me.

Mr. Innis also told Mr. Bennett that he would 100
 have the promised deeds prepared and delivered to
 me. That whether I accepted them or not he should
 not interpose any answer, as my claim was a just
 one, and I had been extraordinarily lenient to him.
 Mr. Bennett on the following day, to wit, the 27th
 day of March, 1884, reported to me the declaration
 made to him by Mr. Innis as aforesaid. I believed
 them to be true, and I directed Mr. Bennett not to

101 enter a judgment until further directions. I waited till the 7th of April, 1884, when not receiving the deeds from Mr. Innis, I directed Mr. Bennett, my counsel, to prepare the complaint in this action, and also a summons and complaint in an action against his firm for the unpaid loan of \$10,160, and to have the same served upon Mr. Innis at once. The complaints were prepared and duly verified by me, and copies thereof are annexed to this affidavit, marked respectively Exhibits "B" and "C." This
102 summons and those complaints were duly served upon Mr. Innis at Poughkeepsie on the 8th day of April, 1884. I directed that the complaint in this action might be served on Mr. Innis, so that he might fully understand just what and how much I claimed, so that there should be no misunderstanding or mistake. On the 10th day of April, 1884, Mr. Bennett, my counsel, received a letter from Mr. Innis, of which the following is a copy:

103 "Poughkeepsie, April 10, 1884.
"My dear sir: I received on 8th inst. the particulars of summons and complaint which I had previously accepted.
"Do me the courtesy to have the maturity of summons made of equal date with the last service—8th inst.—thereby giving me time to meet Mr. Williams and satisfactorily arrange a settlement.
104 "I assure you nothing shall be done to vitiate or impair your claim.
"Respectfully,
"GEORGE INNIS."

The allegation, therefore, in said Innis' affidavit that he did not know how much I claimed, and was misled by me into allowing judgment for so large an amount to be taken is utterly false. On the 11th

of April, Mr. Innis telegraphed Mr. Bennett to ascertain whether or not Mr. Williams would suspend judgment for a day or two longer. Thereupon at my request Mr. Bennett wrote Mr. Innis the following letter, and sent him the following telegram as follows:

"New York, April 14th, 1884.
(Telegram). "MR. GEORGE INNIS,
"Poughkeepsie, N. Y.
"Mr. Williams has authorized me to grant your request upon conditions named in letter just mailed to you.
"HENRY S. BENNETT."

[Letter].
NEW YORK, April 14th, 1884.
GEORGE INNIS, Esq.,
Poughkeepsie, N. Y.
105
106
107

MY DEAR SIR: Mr. Williams has just read your letter to me of the 10th inst., and authorizes me to say that the judgment asked for against yourself under the summons which I served on you on March 26th last will not be entered for two weeks, provided that you shall do nothing and suffer nothing to be done to prevent the enforcement of his claim. Of course, if you shall convey or mortgage any of your property or incumber it, or suffer any judgment to be entered against you or put in any defence to his claim by employing a lawyer to appear for you, Mr. Williams will deem that he will be absolved from any promise made to extend time to enter judgment.

Please, therefore, understand that Mr. Williams will not enter any judgment against you for two weeks, so that you may adjust the matter satisfactorily, *provided* that you shall take no steps toward defending the suit by employing a lawyer to appear

109 for you, and provided that you shall not allow any judgment to be taken against you by any other person, and that that you will not convey, mortgage, or incumber your property meanwhile.

If this is satisfactory, write me at once. I have just telegraphed you, and this is the letter referred to in that telegram.

Yours very truly,

HENRY S. BENNETT.

110 To which letter and telegram Mr. Innis sent the following reply :

" Poughkeepsie, April 15, 1884.

" Mr. H. S. BENNETT, N. Y.

" My DEAR SIR: I received your telegram yesterday and confirmatory letter to-day, and in reply beg to state that it is my desire to satisfy Mr. Williams and to confirm my assurance of
111 " previous date, that nothing will be done to vitiate or impair the case.

" Yours truly,

" GEORGE INNIS."

Subsequently to this Mr. Innis, although frequently importuned, failed to furnish me any security or to take any steps to deliver the deeds to the property that he had promised. I waited
112 for the same until the 14th day of June, 1884, when I, in company with Mr. Bennett, went to Poughkeepsie and had an interview of several hours with Mr. Innis. Mr. Innis took Mr. Bennett and myself in a carriage and we visited the several pieces of real estate before referred to in the vicinity of Poughkeepsie, which Mr. Innis claimed to own, but which he said could not be sold at present for its real value. Mr. Innis then took Mr. Bennett

and myself to the mill property, which he estimated, including the buildings and machinery, at the value of over \$125,000. Mr. Innis told Mr. Bennett and myself that he owned the said property and the whole of it, and that there were no incumbrances or lien upon it of any nature or description. Mr. Innis also pointed out a quantity of dye-wood piled in separate parcels upon the dock, and stated that the whole of that belonged to him; that he had just paid about \$15,000 for the lot. 113

Mr. Innis then and there agreed to have deeds made out to me for said mill property as well as of the other real estate which he had previously promised to convey; and have them delivered to me within two or three days. 114

I said that I wanted it done immediately and said I had brought Mr. Bennett up for that purpose, but Mr. Innis stated that his lawyer had all the title deeds and that he alone could write out a full and accurate description of the property; and that he would see that it was properly written out and the deeds properly filled out and executed and forwarded to me within three days. 115

Mr. Bennett and I then returned to the city, I waited until the 8th day of July, 1884, when, receiving no reply from Mr. Innis I directed Mr. Bennett to enter judgment and issue execution for the \$10,000 claim, which he accordingly did, and on the 9th day of July, the Sheriff of Dutchess County took possession of all the personal property of the said Innis under an execution issued upon a judgment for \$10,611.11, being the balance of the unpaid loan with costs and interest. 116

This judgment was entered against George Innis and his partners, Gifford & Sherman. Upon the day following the levy Mr. Innis came to me at New York city, apologized for his neglect to forward me the deeds promised as heretofore, and urged me to countermand the execution.

He offered me a bill of sale of what he alleged to

117 be four hundred tons of dye-woods, situated on a dock in Poughkeepsie, and further offered to deliver without further delay the deeds previously promised, provided that I would execute to him a satisfaction of the said judgment and have it cancelled of record. I declined to do so, and told him that I intended to immediately enter a judgment against him individually in this action for the claim for \$55,000, and issue execution thereon; that it would be idle for me to settle one judgment for \$10,000 118 for the purpose of saving his credit, when I still intended to enter another judgment against him for \$55,000, and issue an execution upon that. Mr. Innis then assured me that if I would accept this bill of sale and the deeds, and satisfy the judgment for \$10,000 against his firm he then would be in a position to fully secure me for the \$55,000 claim. He so worked upon my feelings by his importunate appeals that I consented to do so provided that he would guaranty that he would not assign or encumber his property or permit it to be encumbered, and 119 provided he would furnish me with the deeds of his mill property to secure my claim for \$55,000. Mr. Innis thereupon gave me the most solemn assurances and pledges that he would do so at once and used the strongest language to assure me of his good faith, and his power and determination to redeem his pledge. Upon the faith of this assurance and relying upon his pledges, I authorized and directed Mr. Bennett to execute a satisfaction piece, 120 and to withdraw the execution provided Mr. Innis would pay the Sheriff his fees and perform his other pledges.

Mr. Bennett executed the satisfaction piece and delivered it to his managing clerk, Mr. Fischer, who thereupon went with Mr. Innis to Poughkeepsie, where and when Mr. Innis pointed out and delivered to him the four hundred tons of log-wood and executed and delivered to said Fischer, as my agent, a bill of sale of said log wood of which

said Fischer then took possession, and also 121 delivered to said Fischer, as my agent, deeds of the three pieces of real estate aforesaid; whereupon said Fischer satisfied the judgment of record, countermanded the execution, and the Sheriff delivered the property levied upon to Mr. Innis. The aforesaid two deeds are the same as those referred to by Innis, and which he falsely, in his affidavit, stated he delivered to me in consideration of my agreeing not to enforce the \$55,000 judgment. The said deeds were delivered 122 to me solely in consideration of my cancelling the \$10,000 judgment against the partnership. Immediately after I had cancelled the aforesaid judgment, I demanded that said Innis should at once execute and deliver to me the said deed of his mill property to secure the \$55,000 claim, which the said Innis had repeatedly promised to do, as heretofore set forth. Mr. Innis said that he would have the deed made out and delivered to me at once. I 123 waited, but the deed was not delivered, and on July 14th I directed my counsel to enter the judgment of \$55,000 against Mr. Innis, but directed him not to issue execution thereon until further orders. Mr. Innis came to me on the following day, to wit: the 15th of July, 1884, and begged me not to issue execution, and assured me that he would have the deed executed and delivered to me at once; that the reason it had not been delivered before was the fault of his lawyer. I told Mr. Innis that I could not trust him; that I was afraid that there was 124 some obstacle to his giving me a deed to the mill property that he had not disclosed, and that I feared that he had either parted with it, or intended to part with it, to other persons. Mr. Innis denied most positively that he had parted with it, or that he intended to part with it, and he again averred that it was his own property, and was not encumbered, and that he would secure me by assigning the property to me, if he only had time. I then

125 asked him to pledge in writing that he would not assign his property ; thereupon he asked Mr. Bennett to draw up the proper writing and he would sign it. Mr. Bennett then drew at his dictation the following document, which the said Innis then and there signed, to wit :

In consideration of W. S. Williams delaying to enter up a judgment in his favor against me in conformity to the finding of a Sheriff's jury made the 14th day of July, 1884, I hereby pledge myself in 126 no way to encumber or assign my real or personal property, or allow it to be encumbered or assigned. And if, at any time, there shall any steps be taken which may lead to the encumbering said property against my will, I hereby pledge myself to notify said Williams or his attorney for at least a week previous to such encumbrance or assignment or lien taking effect.

In witness whereof, I hereby sign my name, this 127 15th day of July, 1884.

GEORGE INNIS.

In presence of

HENRY S. BENNETT.

I thereupon directed Mr. Bennett not to issue execution until further orders. On the following day, to wit: July 16th, 1884, I directed Mr. Bennett to institute a thorough investigation in Poughkeepsie as to Mr. Innis' ownership of this mill property. 128 Thereupon Mr. Bennett sent one of his clerks, Mr. Fischer, to Poughkeepsie, who after investigation discovered that Mr. Innis was not the sole owner of the mill property ; that he was but the owner of less than one-half of the largest portion of it.

He subsequently discovered that on the 15th day of July, 1884, the very day on which Mr. Innis had signed the document last referred to, a mortgage executed by Innis was recorded, whereby Innis

had deeded to one John P. Adriance the aforesaid 129 mill property for the consideration of \$50,000. I at once demanded from Mr. Innis an explanation. Mr. Innis sent word by telegram that the mortgage given to Mr. Adriance had been cancelled of record. I at once dispatched Mr. Fischer to Poughkeepsie to see if that were true. Mr. Fischer discovered that it was false. I thereupon caused the judgment for \$55,000, to be entered in Dutchess County on the 29th of July, and an execution issued thereon against the property of the said Innis, and the 130 Sheriff thereupon took possession of all the personal property belonging to Innis, under said execution. Mr. Fischer upon further examining the records discovered that Mr. Innis had given a deed to another person of the same property of which he had given a deed to me, to secure in part the \$10,160 judgment. I further discovered that Mr. Innis had given to the Third National Bank of the City of New York, a bill of sale of a portion of the same lot of log wood of which he had given the bill 131 of sale to me to secure the \$10,000 judgment.

In fact Mr. Innis' whole course toward me has been characterized by the grossest deception, fraud and concealment. He has repeatedly made representations which he knew to be false and he has again and again violated his pledges and promises, and thereby he has succeeded in defrauding me to the extent of more than one-half my claim.

Immediately after the issue of the last execution, the Sheriff took possession of the personal 132 property of Mr. Innis and advertised that the sale would take place on the 14th day of August, 1884. On the 12th day of August, 1884, Mr. Innis called on me and stated that one Mr. James A. Raynor of the City of New York, was entertaining the proposition of advancing to me the amount of my judgment so as to protect Mr. Innis and prevent the sale from taking place ; and Mr. Innis urged me to postpone the sale until the 19th day of August so

133 as to enable Mr. Raynor to carry out the proposition. I thereupon consented to the postponement although I had to pay the additional fees for which the Sheriff was entitled to by reason thereof. On the 18th of August, inst., Mr. Innis and Mr. Raynor appeared at Mr. Bennett's office, and asked that the sale be further postponed until the 25th of August, to enable Mr. Raynor to make still further investigation. I consented to do this at my own expense. On the 23d inst. they asked for another
 134 postponement till the 28th of August, assuring me that Mr. Raynor would probably then determine to advance me the money for my judgment. J. Adriance Bush, one of the attorneys for the defendant, in this case, and a son-in-law of said Raynor, acted as the agent and representative, and adviser of said Raynor in this negotiation.

With a view to giving Mr. Innis every possible opportunity to protect his property, I consented to this postponement also, at my own expense. Mr.
 135 Raynor and Mr. Bush finally decided not to advance the money, and on the 28th day of August, 1884, the Sheriff sold a large portion of the personal property under said execution, and postponed the sale of the balance until the 5th of September, 1884. On the 5th day of September the balance of the property was sold under heavy competition and the sales on both days realized the aggregate sum of about \$16,000, from which must be deducted the Sheriff's fees and expenses amounting to \$1,000. During all this
 136 time Mr. Innis had repeated interviews with both me and my attorney, and he never suggested the idea that I had claimed too large a sum or defrauded or misled him to any extent. On the contrary, his whole conversation from the beginning to the end of the proceeding was inconsistent with any such idea; and he repeatedly expressed the conviction that I had done all that a just and liberal creditor could be called upon to do, in the way of leniency and forbearance, and until the motion papers in this

case were served he never intimated to me, directly or indirectly, that I had done or had omitted to do anything to which he could justly take exception, or of which he could justly complain. So far from that he always insisted that he should pay me handsomely for inconveniencing me; to which I demurred, saying that I wished him to pay or satisfactorily secure me.

It is utterly untrue, as stated in defendant's moving affidavit, to wit, the 8th folio thereof, that said Innis gave me the deeds therein described as security for the \$55,000 claim, or for any other claim than that stated in my affidavit. Their delivery had no connection with or reference to the claim involved in this action. What Mr. Innis was to give me in this action was a deed to his mill property, a thing he utterly failed to do, although, after judgment was entered in this action, and after the Sheriff has made a levy upon his property, and after the mortgage by Innis to Adriance of \$55,000 had been recorded. It is true that Innis did leave a deed with
 138 my attorney, which he desired that I should accept and discharge my judgment of record. On an examination of the deed it was discovered to be an old deed, but the name of the grantee and date of the execution and acknowledgment were erased and my name and a new date were written in place thereof. The return of that deed is shown in the affidavit of I. F. Fischer hereto annexed, and was enclosed in a letter of which the following is a copy:

New York, July 80th, 1884.

WILLIAMS }
 vs. }
 INNIS. }

GEORGE INNIS, Esq.,
 Poughkeepsie, N. Y.

Dear Sir,—I return herewith the deed which you left yesterday with Mr. Williams, as intended col-

141 lateral for his claim against you. The deed is not a proper one, and by reason of the recording of the mortgage given by you to secure \$50,000 on your mill and machinery, on the 16th instant, we are precluded from accepting it at all.

Yours,
H. S. BENNETT,
per FISCHER.

142 It is utterly untrue that I have appropriated, sold or parted with any of the property left with me by Innis as collateral, on the contrary, I have it still in my possession and am ready to surrender it and the whole of it when my claim shall be paid.

The allegation in Mr. Innis' affidavit that I conveyed some of the lands which he gave me to Howell and Adriance, is fully explained by Mr. Swan's affidavit, herewith submitted. Mr. Innis conveyed the same log wood to another person which he deeded to me. The Sheriff refused to sell the log wood without a bond of indemnity, so I asked 143 Howell and Adriance to sign my bond, and to secure them against loss conveyed this property to them as collateral. Mr. Innis was present when I conveyed and approved the conveyance. It is utterly false, as stated by Innis, that my first mortgage bonds, loaned to him, had depreciated in value before my demand for their return.

144 It is true that during the late panic the price was temporarily depressed, as well as all securities in the market, but they soon recovered. The bonds ruled in the market at 110 since I loaned them, and were about that price when I demanded and was entitled to their return. Mr. Innis confessed both to me and to Mr. Raynor that he had long since sold a portion of them, and used the proceeds. He concealed this sale from me until the negotiations to which he refers in his affidavit. His friend, Mr. Raynor told me, in presence of and with assent of Innis, that he would return me the bonds if I

would cancel my judgment of record. I at once 145 accepted Mr. Raynor's offer very gladly. After my acceptance, Mr. Innis confessed both to Mr. Raynor and me, for the first time, that the bonds had been sold and that he could not replace them. Mr. Raynor then, after an interview with Mr. Innis and with his knowledge and assent, offered to give me an equal amount of depreciated Erie 2nd Mortgage Bonds, far less valuable than my own. I actually accepted this offer, and said I would satisfy my judgment provided he would carry 146 out that offer. I postponed the sale three times to enable Mr. Raynor to carry out this proposition, by which I would have sacrificed \$20,000 of my claim, but Mr. Raynor declined to carry it out, and I was obliged to proceed with the sale. I am now and have been ever since the issue of this execution subjected to great expense in taking care of this property. This stay of proceedings prevents my interfering with the property, although the expense of keeping and taking care of it daily 147 increases. I am compelled to pay for a day and night watchman, also for the feeding and care of eleven horses and mules, also for the wages of three skilled men to keep the logwood in constant motion to keep it from spoiling. The utmost that I can realize from all the property levied upon, including real and personal, will not equal one-third of my claim. Meanwhile three suits have been commenced against me by claimants to whom said Innis has delivered deeds conveying the same property. All these facts appear by the affidavit of 148 the Sheriff and Mr. Swan, hereto attached. During the period of my interviews and negotiations with Innis, to wit, for about three months past, as above stated, Aaron Innis, who has made an affidavit on this proceeding, acted with and advised his brother the defendant. He was his superintendent, and personally attended to his business and interests. He frequently came to me in the interest of and as

149 agent of his brother, the defendant, and urged me to extend to his brother farther time and indulgence. He knew of his brother's representations to me during the period of negotiations above set forth, and corroborated the same, and aided and countenanced his brother in defrauding and deceiving me. Said Aaron Innis is now the assignee of his brother, and has in his possession \$70,000 of his brother's property, yet said Aaron Innis is notoriously insolvent. He is an endorser on about 150 \$150,000 of the defendant's paper, past due and unpaid. I base this allegation on the sworn affidavits and statements filed by both defendant and his brother Aaron. It is utterly untrue, as alleged by Innis, that I agreed before the sale, or at any time, that if I purchased this material I would work it up in the mills and apply it for the benefit of the estate. Mr. Innis knows that the mills passed into the hands of the sheriff, and work was stopped and the hands were discharged, and such an agreement could not have been carried out. It is utterly 151 untrue, as alleged by him, that I am negotiating a sale of said stuff. His allegation as to negotiations are untrue, except the negotiations carried on between him and his friend Raynor, and I have given the true statement of what these negotiations were, and Mr. Innis' version thereof is untrue.

WILLIAM S. WILLIAMS.

152 Sworn to before me September {
22d, 1884.

JOHN H. WEBSTER,
Notary Public,
King's County.

Certificate filed in N. Y. Co.

"Ex. A."

Poughkeepsie, Mch. 11th, '84.

My dear Mr. Williams :

I have yours of 9th. There is no necessity for reversing matters. I am at fault and owe the apology. The executor from whom I bought the real estate which I am to put in your hands, was away all the fall and I could not get at him to aid me in a new survey of the property. Since then 154 continuous snows have made it impracticable, but worst of all, I have been confined in a warm room over two months with a cold contracted Jany, 3d. Just escaped Pneumonia and developed a throat ailment (larynx) that was serious, but I am thankful to state that I am slowly but surely recovering, and trust before long, I shall be on hand again to business.

In the meantime I have sent for attorney and directed him to copy the original description which 155 covers all the land and the streets since constructed through the property, and give you full title.

I thank you for your patience and indulgence, and am as ever

Yours, faithfully,

GEORGE INNIS.

157 For "Exhibit B" see Complaint in Judgment
Roll on previous page.

"EXHIBIT C."

SUPREME COURT OF THE STATE OF NEW
YORK.

TRIAL DESIRED IN THE CITY AND COUNTY OF NEW
YORK.

158

WILLIAM S. WILLIAMS,

Plaintiff,

against

NATHAN GIFFORD and GEORGE
INNIS, doing business under the
firm name of GIFFORD, SHER-
MAN & INNIS,

159

Defendants.

The complaint of the plaintiff above named res-
pectfully shows to this Court as follows:

For a first cause of action he avers on informa-
tion and belief, that on the 20th day of August,
1883, the defendants above named, to wit, Nathan
160 Gifford and George Innis, were copartners and did
business in the City of Poughkeepsie, in the State
of New York, under the firm name of Gifford,
Sherman & Innis.

That on the 20th day of August, 1883, at the City
of New York, the defendants as such partners, and
under said firm name, for value made, executed,
endorsed and delivered to this plaintiff an instru-
ment in writing of which the following is a copy,
to wit:

"New York, Aug. 20th, 1883. 161

"Two months after date we promise to pay to
the order of ourselves, fifty-one hundred and sixty
dollars at 120 William Street.

"Value received.

"GIFFORD, SHERMAN & INNIS.

"Endorsed,

"GIFFORD, SHERMAN & INNIS." 162

That when the same matured the same was duly
presented for payment at the place in said note
designated, and payment demanded, which was re-
fused. That the same has not been paid nor any
part thereof.

That plaintiff is now the owner and holder there-
of, and the said defendants are indebted to him for
the full amount named in said note with interest
thereon from the date of maturity.

That as plaintiff is informed and believes, one 163
Howland Sherman, who with defendants once con-
stituted the said firm of Gifford, Sherman and
Innis, is dead and that the defendants, the said
Gifford and the said Innis are the sole partners of
said firm.

And for a second cause of action, the plaintiff
avers, that on the 24th day of August, 1883, the
defendants above named, to wit: Nathan Gifford
and George Innis, were co-partners and did business
in the City of Poughkeepsie, in the State of New 164
York, under the firm name of Gifford, Sherman and
Innis.

That on the 24th day of August, 1883, at the City
of New York, the defendants as such partners, and
under said firm name, for value, made, executed,
endorsed and delivered to this plaintiff, an instru-
ment in writing, of which, the following is a copy,
to wit:

165 "New York, Aug. 24th, 1883.
 " \$5,000.
 " Two months after date we promise to pay to the
 " order of ourselves, five thousand dollars, at 120
 " William Street.
 " Value received.
 " GIFFORD, SHERMAN & INNIS.
 " (Endorsed)
 166 " GIFFORD, SHERMAN & INNIS."

That when the said last mentioned note matured, the same was duly presented for payment at the place in said last mentioned note designated and payment demanded, which was refused. That the same has not been paid or any part thereof.

That plaintiff is now the owner and holder thereof, and the said defendants are indebted to him for the amount named in said last mentioned note, with
 167 interest thereon from the date of maturity.

That as plaintiff is informed and believes, Howland Sherman who at one time constituted with defendants, the said firm of Gifford, Sherman & Innis, is dead, and that the defendants, the said Gifford and the said Innis, are the sole partners of the said firm.

168 *Wherefore*, plaintiff demands judgment against defendants for the sum of ten thousand one hundred and sixty dollars, with interest on five thousand dollars thereof, from October 27th, 1883, and interest on the balance from October 23d, 1883, besides the costs and disbursements of this action.

HENRY S. BENNETT,
Plaintiff's Attorney,
 6 Wall Street,
 New York City.

Duly verified.

SUPREME COURT OF THE STATE OF 169
 NEW YORK,

CITY AND COUNTY OF NEW YORK.

WILLIAM S. WILLIAMS

against

GEORGE INNIS.

170

City and County of New York, ss :

HENRY S. BENNETT, being duly sworn, says: I am the counsel for Mr. Williams, the plaintiff in this action. I know the contents of the affidavit of Mr. Williams hereto annexed, and I know of my own knowledge that all the material allegations it contains are true. I first saw Mr. Innis, the de-
 171 fendant, at Poughkeepsie, on the 26th day of March, 1884. I called upon him then as the attorney for Williams and by his request. I told Mr. Innis that Mr. Williams had directed me to enforce the payment of his claim; that it amounted to about \$65,000, and that Mr. Williams felt that he had given him sufficient time and shown him all the forbearance which he could. Mr. Innis replied that it was true that he owed Mr. Williams the amount named, and that he had been very kind and lenient
 172 with him, but though he could not pay him at once, he was in a position to secure him, and would secure him. I told Mr. Innis that Mr. Williams had recently inquired into his financial standing and the nature and value of his assets, and he had discovered that he, Innis, had not the property which he claimed to own; that Mr. Williams did not know what other liabilities might be hanging over him (Innis) and he was unwilling to wait

173 any longer. I further told Innis that he had failed to keep his promise with Williams by giving the latter certain deeds, and unless he delivered those deeds to me that day, Mr. Williams had instructed me to commence an action to recover the value of the bonds loaned. Mr. Innis asked me to wait until the afternoon, and come in again. I did so, and in the course of the afternoon again called on Innis, who told me that he could not obtain the deeds. I then served him with a summons, and told him he had twenty days to answer. Mr. Innis said that he should under no circumstances interpose an answer; that he owed Mr. Williams the amount which I had stated, and that he should consider it an act of base ingratitude to defend a case after Mr. Williams had treated him so generously. Mr. Innis then begged me to influence Williams not to enter judgment at present. He further wished me to say to Williams as an inducement not to enter judgment that he, Innis, had no liabilities whatever except his debt to Williams. That his business was in a most flourishing condition, and was yielding him a handsome income; that he owned in his own name the large mill property on which he was carrying on his business on the Hudson River; that there were no encumbrances, mortgages, or liens upon it of any nature or description whatever, and that there should be none; that he intended to protect Mr. Williams under all circumstances and at all hazards; that he had made ample provision to protect him whether he lived or died; that he had property worth at least \$400,000, upon which there was no encumbrance. On the day following this interview I saw Mr. Williams and told him just what Mr. Innis had told me. Mr. Williams then told me that under the circumstances he did not desire me to enter judgment until further directions. I have read Mr. Williams' affidavit as to what occurred subsequently between himself and Innis, to wit, from the 28th day of March to April 7th; of Mr. Innis'

promises to secure Williams, and of Innis' failure to keep those promises, and I know of my own knowledge that those statements are true. Most if not all the interviews occurred in my presence and at my office. On the 7th day of April, 1884, I prepared at Mr. Williams' request the complaint in this action; also the summons and complaint in the action against Innis and his partners to recover the sum of \$10,000. Mr. Williams verified the same, and I had the same personally served on Innis on the 8th of April, 1884. Mr. Innis, after said service, wrote me the following letter: 177

"POUGHKEEPSIE, April 10, '84.

"My Dear Sir,—I rec'd on 8th inst. the particulars of summons and complaint which I had previously accepted. Do me the courtesy to have the maturity of summons made of equal date with the last service (8th inst.), thereby giving me time to meet Mr. Williams and satisfactorily arrange a settlement. I assure you nothing shall be done to vitiate or impair your claim. 178

"Respt'y,

"GEORGE INNIS."

He thus became acquainted with the full particulars and amount of Mr. Williams' claim on the 8th of April, 1884. I had previously stated the amount to him on the 26th of March, 1884. His allegation to the contrary, in his affidavit, is absolutely false. He never intimated then nor at any other time, except in these motion papers, that the claim was too large. On the contrary, he expressly admitted to me the correctness of the amount (\$55,000 in one case and \$10,000 in the other). From the 26th of March, 1884, until the 28th of August, 1884, a period of five months, I had repeated interviews with him in relation to this case, and so far from intimating that 180

181 the amount was too large, he repeatedly spoke of
the claim as just and correct, and of the course of
Mr. Williams as unusually generous, patient and
forbearing. I have read the whole of the remainder
of the affidavit of Mr. Williams, as to what occurred
between himself and Innis subsequent to the
10th of April, 1884, and I know of my own know-
ledge that the affidavit is in all respects correct. I
was present at most if not all the interviews between
Innis and Williams. They usually met at my office
182 and had their interviews in my presence and hear-
ing. The summons was served in this action on the
26th of March, 1884. On the 8th of April, 1884, the
summons was taken from Mr. Innis and the com-
plaint attached to it, and served on Mr. Innis. Mr.
Williams waited until the 28th of July, 1884, before
he entered judgment and issued execution, upon
the express assurances, representations and pledges
of Innis, every one of which promises and pledges
183 Innis violated, and every representation proved to
be utterly false. Mr. Williams actually waited
until a mortgage for \$50,000 given by Innis to an-
other creditor, had been recorded on the very pro-
perty which Innis had promised to give as security
to Williams, and after other judgments had been
entered against him, before he entered his judg-
ment and issued execution. Mr. Innis then induced
Mr. Williams by other assurances to postpone the
sale under the execution, three different times.
184 Finally the sale took place, and the sheriff conveyed
the property, Williams having meanwhile paid all
the Sheriff's charges and fees. After the sale had
been consummated with the acquiescence of Mr.
Innis, and only about one tenth of the amount of
the execution realized, Mr. Innis then for the first
time claims that he has been injured and misled by
an overstatement by Williams in his complaint, of
the amount due from him to Williams, which is
utterly inconsistent with and contradictory to all
previous admissions and statements.

I have also read the affidavit of I. F. Fischer, 185
hereto appended, and the same is true to my own
knowledge. Mr. Fischer was my managing clerk,
and was associated with me in the conduct of the
entire business.

HENRY S. BENNETT.

Sworn to before me September }
20, 1884.

JOHN H. WEBSTER,
Notary Public.

186

187

188

N. Y. SUPREME COURT.

WILLIAM S. WILLIAMS

against

GEORGE INNIS.

City and County of New York, ss :

190 ISRAEL F. FISCHER, being duly sworn, says; I am a counsellor at law and managing clerk in the office of the plaintiff's attorney herein. From March, 1884, until this motion was made, I have had constant interviews with the defendant George Innis, concerning the claims held against him by Mr. Williams for \$10,000 and \$55,000, respectively. It was I who went to Poughkeepsie to obtain from Mr. Innis the bills of sale and deeds spoken of in the annexed affidavits, given to satisfy of record the \$10,000 judgment against the partnership, and upon receiving from Mr. Innis said deeds and bill of sale I withdrew from the Sheriff the execution issued in that action. I have read the annexed affidavits of Mr. Bennett and Mr. Williams. The interviews and negotiations and conversations therein stated are within my knowledge and I aver them to be true. The statement contained in the affidavit of George Innis, that the aforementioned deeds were obtained from him by fraud, is absolutely false to my own personal knowledge. The correct statement is set forth in the affidavits of Messrs. Bennett and Williams. In the many interviews and conversations which I had with Mr. Innis, I found him utterly inconsistent and self-contradictory and unreliable. He would often make statements to me at the beginning of a conversation, make a contradictory statement a short time thereafter, and when I would recall his first statement he would absolutely

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192

deny that he ever made the statement. When the inquest was taken, Mr. Innis came to our office. He begged Mr. Bennett and Mr. Williams not to enter the judgment on the inquest. He knew the amount of the inquest—for he had the paper in his hand showing it. Innis stated that if Williams would delay entering the judgment, he would speedily secure the entire amount. Williams expressed the fear that he had assigned or would assign or encumber his property. Mr. Innis pledged his word in writing that he would do neither. Williams then told us not to enter the judgment until he directed. We delayed ten days. Meanwhile I went to Poughkeepsie and discovered that on the very day Innis had given this pledge, he had violated it by mortgaging his property to Adriance for \$50,000. I returned and reported the fact to Williams. Williams at once telegraphed Innis to know what it meant. Innis came down and denied that there was such a mortgage and claimed that the whole matter was a mistake. He then returned to Poughkeepsie and sent us the following telegram. 193

194

195

POUGHKEEPSIE, July 31, 1884.

H. S. Bennett, 6 Wall St., N. Y.:—

Mortgage cancelled and new deed nominal consideration ready.

GEORGE INNIS.

I showed this telegram to Mr. Williams and he sent me to Poughkeepsie to test its truth. I went to Poughkeepsie, examined the record and discovered that the mortgage was not cancelled. We then proceeded with the judgment and execution. Innis repeatedly declared to me that he was the exclusive owner of all the mill property, and when I told him that his sisters owned a part he denied it and insisted that he owned the whole of it. I attended the auction sales under the execution. Innis

196

197 attended, was present the whole time, instigated
 bidders, and spent his time and influence among
 the audience, to induce them to advance the bids.
 I know of my own knowledge that many bids were
 made at his express instigation. I did all I could
 to have the property sold as high as possible. I
 induced experts familiar with the value of the
 goods to go there and bid, and I am informed and
 believe that the prices which were obtained were
 fair and in many cases high. Mr. Innis certainly
 198 appeared satisfied with the result and never inti-
 mated by word or sign that he was dissatisfied either
 with the sale or with Mr. Williams' conduct of it.
 On the contrary, Innis repeatedly declared to me
 that Mr. Williams had acted most justly, leniently
 and magnanimously, and I never knew or heard that
 he felt or expressed any dissatisfaction either with
 the amount of the claim or Mr. Williams' method of
 enforcing it, until I read the papers in this case. I
 199 have read the affidavit of Courtlandt S. Howland,
 the Under Sheriff of Dutchess County, and all the
 material allegations therein are within my own
 personal knowledge and I know and aver them to
 be true.

I. F. FISCHER.

Sworn to before me Sep- }
 tember 22nd, 1884. }

JOHN H. WEBSTER,
Notary Public,
 Kings County.

200 Cert. filed in N. Y. Co.

SUPREME COURT.

WILLIAM S. WILLIAMS
 against
 GEORGE INNIS.

Dutchess County, ss:

COURTLAND S. HOWLAND, being duly sworn 202
 says: he is the under sheriff of said county, and
 his office is the same with that of James E. Dutcher,
 Sheriff of said county, and he is familiar with the
 books, business and affairs of said office.

Schedule A hereto annexed is a correct copy of
 and from said sheriff's register, and contains a com-
 plete list of all the executions which are or have
 been in said sheriff's hands this year (1884) against
 the defendant George Innis, either individually or 203
 with others, and that the marginal numbers on said
 schedule are taken from said register, and indicate
 the several executions against which they respect-
 ively stand. That, independent of said register,
 deponent has personal knowledge of the facts
 therein and herein stated.

The execution numbered 354 was withdrawn by
 the plaintiff's attorneys. The execution numbered
 363 was also withdrawn, but a levy had been made
 prior thereto, and on the date of its receipt, in 204
 presence of Aaron Innis, the brother, and the man-
 ager of said defendant.

The dates of the receipt of each execution on said
 schedule and of the withdrawal of such as have
 been withdrawn are correctly given on said sche-
 dule, and all the dates, figures and statements
 thereon are correct.

Prior to the withdrawal of execution No. 363, the
 defendant promised to pay the sheriff's fees there-
 on of \$100, which he has never done.

205 Said execution No. 373 being the one received and acted upon, was in the above entitled action, was so received by said sheriff July 29, 1884, and a levy under it was made the same day on all the personal property of the defendant at his place of business in the City Poughkeepsie, in said county, and at his residence (except such as was exempt), so far as this deponent could find or ascertain the same. The sale thereon was immediately advertised by said sheriff in two daily newspapers, daily, 206 and in one weekly newspaper, published in said city, where it was and where the defendant resides, stating that it would be sold on August 19, 1884, under said execution, at the dye-wood mills of Gifford, Sherman & Innis, where it remained. During the period between the first advertisement and the day of final sale, the property remained in the open custody of the said sheriff, and the mills were practically closed.

On or previous to said August 19th, the sale was adjourned to August 25th, and then again adjourned 207 to August 28th and proper notices published, and on each occasion said sale was adjourned at the personal request of said defendant. That the sale of all the property sold, except the dye wood and one or two other small articles, took place on said 28th of August, pursuant to the advertisements and the sale of the dye wood, &c., took place on the 5th of September, 1884, and on both occasions at the place of business of said defendants. At both sales, the 208 defendant was personally present watching the progress thereof, and himself and all other persons had full access, time and opportunity to purchase. No objection was at any time made by him or on his behalf, nor was any question raised or suggested in regard to or in any manner touching the judgment or anything relating thereto, by him or anyone else.

The total amount realized on these sales was something short of sixteen thousand dollars (\$16,-

000) and property sold to the value of about five 209 thousand dollars (\$5,000), had been and was claimed by the Third National Bank of New York and was sold upon a bond of indemnity given by the plaintiff with John P. Adriance and Eugene N. Howell, as sureties, a sheriff's jury having previously found that that property belonged to said Third National Bank of New York through negotiations made on its behalf by one C. N. Jordan; the title, therefore, to so much of the property sold as brought five thousand dollars of said sixteen thousand dollars, 210 is in dispute, the sale having been forbidden by said bank.

Deponent further says, that said Sheriff continues to hold in his hands the execution herein, and all other subsequent executions unsatisfied and unreturned.

Deponent further says that the agreement to withdraw the execution No. 363 for \$10,611.11 on the 11th of July, 1884, was made at the defendant's house in Poughkeepsie in the presence of deponent 211 and Mr. Fischer of New York, who represented the plaintiff.

That on that occasion, the defendant told deponent privately, that his judgment had been paid, and that the execution had been issued without the knowledge of the plaintiff; that deponent left the house with Mr. Fischer and told him what defendant had said, upon which Mr. Fischer denied any previous payments and took from his pocket some deeds which he said had just then been executed 212 by said Innis to the plaintiff, and that was the basis together with a bill of sale of 400 tons of dye wood for the withdrawal of the execution, and that his business in Poughkeepsie that day was to get these papers before consenting to the withdrawal of the execution.

That after it was known to deponent that the judgment in this action (373) had been rendered, and

213 before the execution came to the Sheriff the defendant told deponent that it was paid.

Deponent further says that he has made as careful an estimate as he can, of the amount to be probably realized from all sources, personal and real, upon said execution, and that in his judgment, the deficiency will be from twenty-five to thirty thousand dollars.

C. S. HOWLAND.

214 Sworn to before me this }
22d day of September, 1884. }

WILLIAM L. DELACY,
Notary Public.

215

216

Schedule A.

SUPREME COURT.

Thomas W. Seward

against

George Innis.

No. of Execution on Sheriff's Register
257.

217

218

Judgment, \$190.63. Received 31st January, 1884.
Paid, Feb. 4 '84.

Plaintiff's Attorneys—*Brayton & Seward*, Utica,
N. Y.

SUPREME COURT.

Henry R. Low

agst.

George Innis, Nathan Gifford, &c.

354.

219

Judgment, \$1,123.15. Received June 28, 1884.
Withdrawn, July 28, 1884.

Plaintiff's Attorney—*W. J. Groo*, 15 Cortland
Street, N. Y.

SUPREME COURT.

William S. Williams

agst.

George Innis & Nathan Gifford.

363.

220

Judgment, \$10,611.11. Received July 9, 1884.
Withdrawn July 11, 1884.

Plaintiff's Attorney—*Henry S. Bennett*, 6 Wall
Street, N. Y.

SUPREME COURT.

221

William S. Williams

agst.

George Innis.

373.

Judgment, \$55,029.77. Received July 29, 1884,
 at 8:10 A. M. Unreturned.
 Plaintiff's Attorney—*Adolphus D. Pape*, 6 Wall
 Street, N. Y.

SUPREME COURT.

The National Bank, Rondout,

agst.

The Kemble Iron Co. & Geo. Innis.

376.

223

Judgment, \$2,249.80. Received July, 30, 1884.
 Plaintiff's Attorneys—*Preston & Chipp*, Rondout
 N. Y.

SUPREME COURT.

The Second National Bank of the
City of New York*agst.*

224

George Innis, The Kemble Coal and
 Iron Company, Rezin A. Wright
 and Isaac Newton.

385.

Judgment, \$3,514.95. Received August 9, 1884,
 at 9:30 A. M.
 Plaintiff's Attorneys—*Buller, Stillman & Hubbard*, 111 Broadway, N. Y.

SUPREME COURT.

225

The Merchants' National Bank of
New Haven, Conn.*agst.*

Nathan Gifford and George Innis,
 composing the firm of Gifford,
 Sherman & Innis.

387.

226

Judgment, \$1,531.78. Received August 9, 1884,
 at 13:45 A. M.
 Plaintiff's Attorneys—*G. & G. H. Williams*
 Poughkeepsie, N. Y.

SUPREME COURT.

The Manufacturers' National Bank
of Troy*agst.*

George Innis.

391.

227

Judgment, \$1,229.50. Received August 14, 1884,
 at 8:30 A. M.

Plaintiff's Attorneys—*Smith & Wellington*, 16
 First Street, Troy, N. Y.

228

The Farmers' and Manufacturers'
National Bank of Poughkeepsie

agst.

397.

The Hemrod Furnace Company and
George Innis and Rezin A.
Wright.

Judgment, \$4,812.48. Received August 23, 1884,
at 12 o'clock M.

Plaintiff's Attorney—*R. F. Wilkinson*, Pough-
keepsie, N. Y.

SUPREME COURT.

231 The Farmers' and Manufacturers'
National Bank of Poughkeepsie

agst.

398.

The Kemble Coal and Iron Com-
pany, — Landers, Rezin A.
Wright and George Innis.

232 Judgment, \$9,382.87. Received August 29, 1884,
at 12 o'clock M.

Plaintiff's Attorney—*R. F. Wilkinson*, Pough-
keepsie, N. Y.

The First National Bank of Rond-
out

agst.

399.

George Innis and Aaron Innis.

Judgment, \$4,794.13. Received August 29, 1884, 234
at 11:20 A. M.

Plaintiff's Attorney—*De Will Roosa*, Rondout,
N. Y.

SUPREME COURT.

William M. Murray,

agst.

404.

235

George Innis, Aaron Innis and Ben-
ham Van Steenburgh.

Judgment, \$2,040.03. Received September 1,
1884, at 9 A. M.

Plaintiff's Attorney—*Charles C. Leeds*, 120
Broadway, N. Y.

236

SUPREME COURT.

The First National Bank of the
City of Poughkeepsie

agst.

Rezin A. Wright and William Lan-
der, as composing the firm of 405.
238 Wright & Lander, Kemble Coal
and Iron Company; George Innis
individually, and as partner com-
posing firm of Gifford, Sherman &
Innis.

Judgment, \$3,607.07. Received September 1. 1884
at 10 o'clock 40m. A. M.

239 Plaintiff's Attorney—*John H. Millard*, Pough-
keepsie, N. Y.

SUPREME COURT.

The Second National Bank of the
City of New York

agst.

240 George Innis and Isaac Newton. 408.

Judgment, \$5,046.86. Received September 4,
1884, at 9.30 A. M.

Plaintiff's Attorneys—*Buller, Stillman & Hub-
bard*, 111 Broadway, N. Y.

SUPREME COURT.

The National Ulster County Bank

agst.

George Innis and Aaron Innis. 416.

Judgment, \$1,029.30. Received September 16;
1884, at 8 P. M.

242 Plaintiff's Attorney—*M. Schoonmaker*, Kingston,
N. Y.

SUPREME COURT.

Hiram C. Bennett and Daniel H.
Bennett

agst.

George Innis and Aaron Innis. 417.

Judgment, \$1,349.35. Received September 18,
1884, at 9 A. M.

243 Plaintiff's Attorney—*J. Woolsey Shepard*, 5
Church Street, N. Y. City.

0000

245 SUPREME COURT,
CITY AND COUNTY OF NEW YORK.

WILLIAM S. WILLIAMS
against
GEORGE INNIS.

246 *Dutchess County, ss:*

JAMES E. DUTCHER, being duly sworn, says:
That he is Sheriff of the County of Dutchess, duly
qualified and acting as such; that on the 29th day
of July, 1884, an execution issued upon the judg-
ment obtained in this action was delivered to him
as such sheriff, the said judgment being then duly
docketed upon the judgment book of the Clerk of
247 the County of Dutchess, and which said execution
commanded this deponent to satisfy the said judg-
ment out of the property of the defendant. That,
in pursuance of said execution he levied upon
certain personal property of the defendant, which
was duly and publicly advertised for sale, as re-
quired by law. That before said sale and while
said property was being advertised, this deponent
had several conversations with the defendant and
his brother Aaron Innis relative to the sale of
248 said property, and in none of such conversations
did the defendant or his brother ever say to this
deponent, or inform him in any manner, that said
judgment was irregular or that there was any de-
fence to the same. That the defendant was pre-
sent upon the day of sale at the opening thereof
and made no objections to such sale or any pro-
ceedings taken by this deponent under said execu-
tion.

That all of said property was sold fairly and to

the highest bidder, and for the best prices that 249
could be obtained. That all of the property sold
by him has been delivered to the purchasers and
the proceeds applied by him upon said execution.
That the plaintiff was not the purchaser of all of
said property.

That since the sale of said personal property he
has advertized the real property of the defendant
for sale, under and in pursuance of said execution.
That all of the proceedings of this deponent under
said execution and in the sale of the property of 250
the defendant have been made and done according
to law, and in good faith upon the part of this de-
ponent and in pursuance of his duties as sheriff, and
with no knowledge or information that the judg-
ment had been irregularly obtained, or that the de-
fendant had any defence to the same or any part
thereof

JAMES E. DUTCHER,
Sheriff of Dutchess Co. 251

Sworn to before me Sept. 1
20, 1884.

ALLISON BUTTS,
Notary Public.

SUPREME COURT.

253

WILLIAM S. WILLIAMS

against

GEORGE INNIS.

Dutchess County, ss:

254

CYRUS SWAN, being duly sworn, says that for 40 years he has been resident of the city of Poughkeepsie, and for many years the owner of real estate therein, and a personal acquaintance of the defendant, who has been during all that time a resident of said city.

Deponent has read the affidavit of the defendant, dated the 13th day of September, 1884, as the foundation of a motion to vacate the judgment therein.

255

Deponent's attention has been called to the valuation by defendant in said affidavit, of four acres of land, in Washington street, in said city of Poughkeepsie, which he states in said affidavit to be worth \$10,000 to \$15,000, and of fifty-three acres in East Poughkeepsie, which he also states to be worth from \$10,000 to \$15,000. That this deponent has this day examined the assessment rolls of this city for this year (1884), which are fully completed and on file in the Chamberlain's office of said city, and he finds said Washington street property therein valued at fifteen hundred dollars (\$1,500), and said fifty-three acres therein valued at thirty-five hundred dollars (\$3,500).

256

That this deponent has the knowledge of the value of property of this city, acquired especially by having had every piece of property in the city measured and valued under his direction by three experts, for testimony in two cases of appeals

from equalization, and their evidence sifted in Court by cross-examination, and by other hostile witnesses. 257

That in his judgment the value of both said pieces of property together does not exceed the value placed by the defendant on each separately, and that both together would not bring fifteen hundred dollars.

Deponent further says he personally drew and caused to be executed the deed of said property from the plaintiff to John P. Adriance and Eugene N. Howell, as stated in the affidavit of the defendant; that said deed was drawn and executed in the office of said defendant; that said defendant, on the 28th day of August, last, while the first sale under the execution in this action was in progress, and at the very place of sale, and that the defendant was fully cognizant of said conveyance and its object, and made no question, hint or suggestion that it was not entirely right or proper, or that he had any claim to or interest in the property whatever, nor that it was not the absolute property of the plaintiff, nor that it had any connection whatever with this action, or the claim or judgment therein. 258

Defendant must then have known that if he had hinted fraud or trickery, or any irregularity whatever in connection with his deed to plaintiff, or his (plaintiff's) title to this property, the said Adriance and Howell would not have taken the deed at all.

Deponent further says that defendant was carefully attending to and watching said sale, and that he gave or made no claim or intimation whatever that the judgment and execution were not entirely just and proper, and the amount thereof wholly due, nor that he had any legal or equitable offset or counter-claim thereto. 259

Defendant then and there said to deponent that he had made arrangements with one Mr. Raynor to furnish him money to pay off said plaintiff's judgment, and to go on with business, which

261 arrangement was broken up by the commencement of a partition suit of the real estate by Mrs. Arnold, but that he hoped soon to find some one else to advance or loan the money for this purpose.

Deponent further says that on or about August 4, 1884, that said George Innis made his general assignment to his brother and general manager, Aaron Innis, and that on or about the second day of September he made and filed this sworn inventory connected therewith, in which, as said Innis swears, appears all his property and estate, and to use the language thereof, "*the value of such estate, nominal as well as actual, according to the best knowledge of the said George Innis.*"

Deponent further says that the total value placed in said sworn inventory by said George Innis upon all the real estate included in the advertisement of sale by the Sheriff under the execution in this action \$52,850, and he further swears that the same is covered by a mortgage prior to the judgment of 263 \$50,000, (which is the fact,) and that therefore upon his own valuation but \$2,650 less interest since last Dec. on \$50,000 will be relieved by a sale by the Sheriff.

Deponent further says that the total valuation placed upon the real estate above mentioned in and by the assessment roll of this year on file in the office of the Chamberlain of the City of Poughkeepsie, is \$43,850, which is \$6,150 less than the face of the \$50,000 mortgage therein exclusive of interest 261 thereon.

Deponent further seems to swear in said inventory that his individual interest in certain portions of the property so valued by him in the aggregate at \$33,550, "*is about one half part*" or \$16,775, which makes his total interest in the property so as above advertised to be on his own valuation only \$35,875, and this covered by said mortgage of \$50,000 and interest thereon.

Deponent further says that the said Innis in said

inventory after swearing that said real estate is subject to a mortgage, swears further in these words, 265 "And is also subject to the lien of a judgment of the Supreme Court in favor of Wm. S. Williams of the City of New York against the said assignmor for about \$55,000," without anywhere either admitting, or claiming, or hinting that there is any question as to the good faith and validity of that judgment and the lien thereof. He further says that whenever said inventory names a piece of real estate not subject to said mortgage it adds the expression, "subject to the lien of said judgment of said William S. Williams," or any expression equivalent thereto. 266

Deponent further says that said inventory contains a reference to the two pieces of property mentioned in the said affidavit of said Innis in this action in the following words, namely:

"7." "About fifty-three acres (53) of land in East Poughkeepsie, bounded by Innis avenue and 267 "Main street, and being the same land conveyed to George Innis by deed, from the executors of the "Warrell estate, recorded in Dutchess County "Clerk's office—value \$10,000, subject to the lien "of said judgment (in this action, namely).

"The above lands have been conveyed by the "said George Innis to said William S. Williams, "as collateral to his said judgment against said "George Innis.

"10." "Lot on the West side of Washington street, 268 "in the city of Poughkeepsie, bounded on the north "by lands of Albert Tower, and south by lands of "F. J. Allen, value \$10,000, subject to the liens of "said judgments. Said lot has been conveyed by "said George Innis to said William S. Williams, "as collateral to his said judgment."

This deponent further says, the above paragraphs marked 7 and 10, and in quotation marks are the exact words of said inventory in relation to said pieces of property and of all of them.

269 Deponent further says that upon said sworn inventory there appears an item in the following words and figures namely: "1,000 shares South Yuba water coups. of the face value of \$5,000, and of the actual value of \$20,000, the above stock is held by William S. Williams, as collateral to his judgment of \$55,029.77."

Upon said inventory is a large list of articles on the dock mills at Poughkeepsie, which, as the inventory states, "have been levied upon and are held by the sheriff under execution on the judgment of \$55,000 of William S. Williams."

270 Deponent further says, that upon the valuations placed on the real estate of defendant by himself in his said inventories, and in and by the assessment roll of the City of Poughkeepsie, that part thereof belonging to the defendant and covered by the prior mortgage of \$55,000, will not suffice to pay that mortgage by several thousand dollars, and that nothing will be realized therefrom to apply on the execution in this action.

271 That the cash in the hands of the sheriff over and above the expenses and the claim of the Third National Bank of New York, will not exceed \$10,000.

That by said assessment rolls and said inventory the real estate not covered by said mortgage is worth as follows, namely:

	Worrall Avenue property	\$150
	Mansion Street "	1,300
272	Mill Street "	1,800
	Water Street, barn lot	800
	Other Water Street houses and lots, one half	1,400

Making a total of only \$4,650

Which, with the aforesaid \$10,000, makes \$14,650, or that calling all the money in the sheriff's hands as applicable to this judgment and leaving out the

claim to \$5,000 thereof, and there will not be realized, as advertised by the sheriff is applied, which will leave a balance due on the judgment of \$25,000 or thereabouts, and that if all the property the defendant in his affidavit claims was applied to the judgment it would not be paid. 273

Deponent further says that it appears by the records in the Dutchess County Clerk's Office that George Innis and Ann B. H. Innis conveyed the Washington street property by quit claim deed, dated the 8th of November, 1883, to W. N. Gillen, of Passaic, New Jersey, and that the said Innis never afterward had any interest in the property, although he subsequently conveyed the same property to the plaintiffs' by warranty deed, all of which appears by said records. 274

Deponent further says that the deed from plaintiff to John P. Adriance and Eugene N. Howell, herein alone in this affidavit, and in the affidavits of said defendant referred to, contains the following recital, condition and clause, namely:

275 "Whereas the parties of the second part are this day (28th August, 1884) to sign a bond to the Sheriff of Dutchess County, indemnifying him against all peril, loss and cost that he may be put to, or suffer by reason of his selling certain dye wood, supposed to be worth seven or eight thousand dollars on the Innis docks, said sale to be made under an execution in favor of said party of the first part, and against George Innis, the same being claimed by third parties.

276 Now this indenture, also witnesses that whenever said parties of the second part are fully relieved and exonerated of and from all loss, cost, risk and expense by reason of their guaranty aforesaid, then and in that case said parties of the second part agree to re-convey said property to said party of the first part or his assigns or heirs.

Deponent further says he has been informed by F. J. Allen, who is mentioned in defendant's affida-

277 vit as the owner of lands adjoining the Washington Street property spoken of in said affidavit, and deponent verily believes to be true that since the deed by defendant to Gillen of that property, the defendant applied to said Allen for a loan to be secured by the defendant's mortgage on that property of twenty thousand dollars, which application said Allen declined, and that said Allen now states that if sold at public sale it will bring less than five thousand dollars in his judgment.

278 Said Allen further states that within about a month passed said Allen, asked said Innis to sell him a small piece from the rear of said lot and that the reply of said Innis was that he would rather buy real estate than sell any.

C. SWAN.

Sworn before me the }
22nd Sept. 1884. }

ALLISON BUTTS,
Notary Public,

279

280

SUPREME COURT.

281

WILLIAM S. WILLIAMS
against
GEORGE INNIS.

Rebutting affidavits of defendants.

City and County of New York, ss:

282

GEORGE INNIS, being duly sworn, says that he has read the affidavit of William S. Williams in this action, verified September 22d, 1884, as to the allegation contained in said affidavit at folio 36 thereof, to the effect that the deeds of the Washington Street property, and of the fifty-three acres were delivered to Mr. Williams in consideration of his satisfying a judgment for \$10,160 against me, and not as heretofore stated by me on an agreement to postpone proceedings on his claim for fifty one thousand dollar bonds, I state that the said allegation is untrue.

283

I sold and delivered to Mr. Williams as the consideration for satisfying the \$10,160 judgment, four hundred tons of log wood; this log wood at that time was and now is worth twenty-five dollars a ton in New York and more than that amount in Poughkeepsie. The market value of the four hundred tons was over ten thousand dollars; the bill of sale was given on the 10th day of July, 1884, the consideration recited in it was ten thousand dollars and the judgment was satisfied of record on the said 10th day of July.

284

I further state that the deeds of the properties before mentioned had been sent to Mr. Williams before the judgment for \$10,160, had been entered. This appears from Mr. Williams' letter to me, which is attached to my affidavit verified September 13th, 1884, and marked A, which is dated July 10th, and

285 in which he returned to me the deeds which had previously been delivered to him for the said properties. These deeds had been delivered to him more than five days before this date, and were objected to because they were quit claim deeds and were returned with new deeds prepared by Mr. Williams' attorney, containing covenants. This \$10,160 judgment was satisfied on the 10th day of July, 1884, as appears from the record of the said judgment in the County Clerk's office, and this 286 satisfaction was based solely on the bill of sale for the logwood aforesaid. Mr. Williams in a letter to me under date of September 12th, the original of which, I produce, uses the following words:

"I demand of you the immediate removal of any claim of the Third National Bank of this City, to any property under the bills of sale, which they claim, on the ground that you gave me a bill of sale and got me to discharge a judgment on property you did not possess, if this claim was good." 287 And in this affidavit, at folio 34, he refers to the acceptance on his part of this bill of sale, as the basis for satisfying the \$10,160 judgment; the words, "the deeds and," having been subsequently interlined.

The deeds for the Washington Street property and for the fifty-three acres were never intended to apply to anything except to the claim for the fifty bonds. This appears from my letter to Mr. Williams, annexed to his affidavit and marked Exhibit A, in which the descriptions of the land to 288 be conveyed are referred to, as covering "all the land and the streets since constructed through the property." There have been no streets run through the mill property; but there have been streets run through the fifty-three acres, and these words referred to that property. No portion of the four hundred tons of log-wood had ever been sold by me to the Third National Bank. The log-wood sold to that Bank was another and distinct

parcel, and the title of Mr. Williams to his four 289 hundred tons is clear and absolute.

In reference to the allegation contained in Mr. Williams' affidavit, at folios 41 and 42, to the effect that I ever agreed not to assign or encumber any of my property, and that I violated this promise and mortgaged the same, I say that it is not true that the paper contained at folio 41 was dictated by me. This paper was written out by Mr. Bennett in his office and presented to me for signature at a time when I was laboring under great 290 embarrassment. Mr. Williams had urged me frequently at and before that time to convey to him further property as security. The only property I had ever indicated for this purpose, or expressed my willingness to convey, was one of my mills known as the Cedar Hill Mill property. This property I had shown to Mr. Williams and Mr. Bennett both, at Poughkeepsie. I had declared it to be mine entirely. I had stated that I would not part with it for seventy-five thousand dollars, and 291 I believed it and still believe it to be of great value. I had endeavored to satisfy Mr. Williams that the conveyance of the Washington Street property, of the fifty-three acres, and the thousand shares of stocks held by him, was sufficient security to cover his claim. In 1881 I was offered in cash \$17,000 for the Washington Street property, and \$25,000 for the fifty-three acres. In July, 1884, I believed them to be fully worth more than \$30,000. I believe the stock to be worth twenty dollars a 292 share. But Mr. Williams insisted on further security. I knew at this time that the entry of his judgment would absolutely and completely ruin me. When the paper was presented to me for signature I supposed that it referred only to the Cedar Hill Mill property, which was the only property I had spoken of with reference to the subject of further security, and I intended to sign an agreement to keep that property free and clear, so that

293 if Mr. Williams should insist upon its conveyance, I should be able to give it to him as further security.

In reference to the allegation at folio 48 of his affidavit, that Mr. Bennett's clerk, Mr. Fischer, discovered that on the 15th day of July, 1884, I had executed a mortgage to one John P. Adriance covering my mill property for fifty thousand dollars, I say that a mortgage for that amount had been executed and delivered to Mr. Adriance in December, 1883; that the Cedar Hill mill property had been included in the property described in that mortgage without my knowledge, and by inadvertence.

Referring to the allegation in said affidavit at folios 43 and 4 that on the discovery of this mortgage Mr. Williams "at once demanded from Mr. Innis an explanation; that Mr. Innis sent word by telegram that the mortgage had been cancelled of record; that Mr. Williams at once dispatched Mr. Fischer to Poughkeepsie to see if that were true; that Mr. Fischer discovered that it was false; that Williams threatened to cause the judgment for fifty thousand dollars to be entered in Dutchess County on the 16th of July, and an execution to issue thereon," I say that the said allegations misrepresent the facts; that the said Williams, without asking from me any explanation of the mortgage, entered his judgment on the 28th day of July, 1884. This appears from the fact that the telegram referred to above by him, and contained in Mr. Fischer's affidavit is dated July 31st, three days after the judgment was entered, which telegram is in the following words: "Mortgage cancelled, and new deed, nominal consideration, ready." The deed referred to in this telegram as having been previously prepared is the deed referred to in Mr. Williams' affidavit, folio 45. In a letter written by Mr. Bennett to me under date of July 30th, he says: "I return herewith the deed which you left yesterday with Mr. Williams as intended collateral for his

claim against you." This deed contained a description of the Cedar Hill mill property alone. The only objection made to its acceptance related to an erasure, as stated in Mr. Williams' affidavit at folios 53 and 54, and at the discovery of the fifty thousand dollar mortgage, as referred to in the letter at folio 55. When Mr. Fischer came to Poughkeepsie after the receipt of my telegram to Mr. Bennett on the 31st of July, I offered to deliver him the new deed referred to in that telegram, and Mr. Adriance, the holder of the fifty thousand dollar mortgage, at the County Clerk's office in Poughkeepsie, stated to the said Fischer that he then had prepared and executed a release of the Cedar Hill mill property, which he was ready to deliver to him for record if he would receive the proposed deed from Mr. Innis.

I further say that I am not familiar with the terms used by professional men with reference to mortgages and that I used the expression "mortgage cancelled" in the telegram above quoted, because Mr. Adriance had then prepared an instrument by which he was to free the property which I intended to convey to Mr. Williams from the lien of his mortgage, and I suppose that I correctly expressed the operation of such an instrument by using the expression "mortgage cancelled." That the said Williams refused to accept the said deed and proceeded thereafter to enforce his judgment and execution.

In relation to the allegation contained at folio 45 of Mr. Williams' affidavit, that Mr. Innis had given the deed to another person of the same property of which he had given a deed to Mr. Williams, I say that the property here referred to is the Washington Street property, that some time in the year 1883, I had given a number of securities to a Mr. Gillen as collateral for various obligations, and among others had delivered him the deed of this property. This deed had never been recorded. Before the making of the deed to Williams my obligations to

301 Gillen had been reduced to a small sum not exceeding five thousand dollars, and he held as collateral security therefor \$7,500 worth of merchandise. Mr. Gillen did in fact release part of the securities which he had previously held, but the delivery of this deed was omitted. Mr. Williams' deed was first recorded after my assignment, Mr. Gillen thought it desirable to record the deed which he still had in his possession, but as matter of fact it should have been surrendered. He still holds the merchandise, and its value is much more than sufficient to satisfy 302 his claim. Mr. Williams' record ante-dates Mr. Gillen's and at the time I delivered the deed to Mr. Williams as Mr. Gillen had agreed to surrender the security, I supposed and believed it had been done, but the matter escaped my mind.

Referring to the allegation in Mr. Williams' and Mr. Bennetts' affidavits to the effect that I never have objected to the amount of Mr. Williams' claim. I say that the actual amount of such claim 303 was never a subject of discussion between us until after judgment was entered up, the claim referred to is the fifty thousand dollar bond claim, as a matter of fact, the value of the said bonds during 1883 and 1884, has always been below par, this appears from the affidavit of M. W. Nolan hereunto annexed. The said Williams has always received from me the coupons attached to the said bonds or a check for the amount, and I paid him since July 1st, 1884, for the coupons maturing on said bonds at that time the sum of \$1,500. I never stated to the 304 said Williams, as alleged by him at folio , that I had sold the said bonds. As a matter of fact twenty of the said bonds are still on hand in the Park National Bank, who hold them as collateral for a loan, and thirty of the said bonds were sold by the pledgees thereof in the spring of 1884, by reason of my inability to protect them. Mr. Williams never formally demanded the return of said bonds until the fall of 1883. He subsequently accepted the interest

accruing thereon, and I claim that he is only entitled 305 to recover the market value of said bonds at the time of the bringing of this action in 1884, which was 95 per cent., the bonds were in fact assessed before the Sheriff's jury at \$1.10.

In reference to the allegation in Mr. Fischer's affidavit on the first page thereof, that upon receiving from Mr. Innis the said deeds and the bill of sale, I withdrew from the Sheriff the execution issued in this action. I state that such statement is untrue, 306 as appears from the copy of the bill of sale hereto annexed, which appears from its face to have been prepared from the type writer in the office of Mr. Bennett in New York, is witnessed by Mr. John H. Webster, one of their clerks, and acknowledged before him in Mr. Bennett's said office. I remember perfectly the execution and delivery of that paper in that office, and Mr. Fischer is mistaken in alleging that he received that bill of sale together with the deeds from me at Poughkeepsie.

I deny that I ever have knowingly misrepresented 307 the value of my property or the condition of my affairs. In all the interviews referring to the mill property, the Cedar Hill mill property alone was the subject of discussion, as intended for Mr. Williams security, and all the conversations referring to my title related to that property alone. The defendants judgment and execution have accomplished my complete and absolute financial ruin, while holding sufficient security to realize all that was justly due him he has enforced his legal remedies, sold the personal property connected with my 308 mills at a ruinous sacrifice, and now has all the mill property and real estate advertised for sale. I ask for leave to show before the court on a fair trial that the understanding reached between us by the delivery of the deeds of property given to him on the 10th day of July, was that he would discontinue all suits for the enforcement of his claim in this action. I also ask for an opportunity to show that

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309 the allowance made to him by the Sheriff's jury is
at least fifteen thousand dollars more than his just
claim.

GEORGE INNIS.

Sworn to before me this 24th }
day of September, 1884. }

MICHAEL W. NOLAN,
Notary Public,
Kings Co.

310 Cert. filed in N. Y. Co.

NEW YORK SUPREME COURT.

WILLIAM S. WILLIAMS

agst.

311 GEORGE INNIS.

Dutchess County, ss.:

JOHN P. ADRIANCE, of the City of Poughkeepsie,
being duly sworn, says that on the day of the
Sheriff's sale herein he observed that the property
was being sold at a sacrifice; that he went to George
Innis, who said that the plaintiff had proposed to
buy in the stock at a low figure, and to have it
312 worked up and the increased value to be applied on
his judgment; that deponent then went to the
plaintiff and said to him that he, deponent, saw the
property was being sold at a great sacrifice, and
less than its value, but deponent understood from
Mr. Innis that he, the plaintiff, proposed to apply
the increased value of the stock after it was worked
up upon his judgment, to which the plaintiff re-
plied "Yes;" and that subsequently Mr. George
Innis came to the plaintiff, in the presence of de-

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ponent, and called his attention to two telegrams 313
from parties desiring goods, and the plaintiff said
that they could be ready to start the mill on the
following Monday.

Deponent further says that he prepared and
offered to execute and deliver a release of the Cedar
Hill mill from the lien of the mortgage for \$50,000,
but Williams did not carry out the transaction with
the defendant, and the release for that reason was
not delivered.

That deponent produced the said release to Mr. 314
Fischer in the County Clerk's Office in the City of
Poughkeepsie, and offered to record it if the plain-
tiff accepted the defendant's deed of the Cedar Hill
Mill.

JOHN P. ADRIANCE.

Sworn to before me, this 23d }
day of September, 1884. }

FRANK HASBROUCK,
Notary Public.

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316

317 NEW YORK SUPREME COURT.

WILLIAM S. WILLIAMS

agst.

GEORGE INNIS.

Dutchess County, ss.:

318 JOHN I. PLATT, of the City of Poughkeepsie, being duly sworn, says that on the day of the Sheriff's sale herein at the Innis Dye Wood Mills, and before the sale of the raw material, the plaintiff stated that he intended, if he could, to purchase the raw material, and as far as he could see, there was no one to bid against him, and if he did buy it, he intended to go on and work it up in the mills.

JOHN I. PLATT.

319 Sworn to before me, this 23d }
day of September, 1884. }

FRANK HASBROUCK,
Notary Public.

NEW YORK SUPREME COURT. 321

WILLIAM S. WILLIAMS

against

GEORGE INNIS.

City and County of New York, ss.:

AARON INNIS, being duly sworn says, that he is the assignee of George Innis; that deponent has given a bond for \$50,000, for the proper administration of his trust; that the sureties upon said bond have been duly approved by the County Court; that deponent is faithfully executing the said trust under the the guidance and advice of his counsel, Hon. H. M. Taylor, formerly County Judge of Dutchess County, of Poughkeepsie, New York; I deny that I have ever practised any deception 322 upon the plaintiff.

AARON INNIS.

Sworn to before me, this 23d }
day of September, 1884. }

MICHAEL W. NOLAN,
Notary Public,
Kings County.
Certificate filed in N. Y. County

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325 NEW YORK SUPREME COURT,

WILLIAM S. WILLIAMS

against

GEORGE INNIS.

City and County of New York, ss :

326

JAMES A. RAYNOR, being duly sworn says, I never went to Mr. Bennett's office to get an adjournment of the sale herein; I never saw Mr. Bennett and do not know where his office is. Mr. Williams gave me to understand that he took the logwood in settlement of his ten thousand dollars judgment and that he owned the logwood, and in negotiations concerning the judgment in this action were treated more on the basis of the present market value of the bonds than on the face of the judgment.

JAMES A. RAYNOR,

Sworn to before me this 23d }
day of September, 1884. }

MICHAEL W. NOLAN,
Notary Public,
Kings County.
Certificate filed in N. Y. Co.

328

83

NEW YORK SUPREME COURT.

329

WILLIAMS S. WILLIAMS

against

GEORGE INNIS.

City and County of New York, ss :

330

MICHAEL W. NOLAN, being duly sworn says, that he has examined the price lists of Louisville & Nashville bonds, New Orleans Division, since March, 1882, the date of the expiration of the second agreement mentioned in the complaint; that from that date to the present time said bonds have never been above par. The statement is hereto annexed. The jury assessed said bonds at 110.

M. W. NOLAN. 331

Sworn to before me this 24th }
day of September, 1884. }

GEORGE GUSTOW,
Notary Public,
New York County.

332

333 *Course of prices of Louisville & Nashville Bonds,
New Orleans Division.*

1882.

March.	April.	May.	June.
95-90	95-94½	98-95	October.
July.	August.	September.	90-87
93½-92	92½-92½	90-85	
November.	December.		
90-90	94-90		

334

1883.

January.	February.	March.	April.
91-91	90-90	92-90	93½-93½
May.	June.	July.	August.
94½-94	94½-94½	96-92	
September.	October.	November.	December.
92-92		95-92	99-95

1884.

January.	February.	March.	April.
97-94	90-85	99-95	95-94
May.	June.	July.	August.
September.		75	79½-78
79			

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At a Special Term of the Supreme Court, held at the new Court House in the City of New York, on the 1st day of October, 1884.

Present: HON. CHARLES DONOHUE, *Justice.*

WILLIAM S. WILLIAMS

against

GEORGE INNIS.

338

An order to show cause why the judgment entered herein by default should not be opened and the execution sale set aside, &c., &c., having been heretofore granted herein and the motion upon said order to show cause coming on regularly to be heard, on reading and filing the said order to show cause with proof of due service thereof on the plaintiff and his attorney and on the Sheriff of the County of Dutchess, and on reading the judgment roll in this action, and on reading and filing the affidavits of George Innis, Aaron Innis, and Frederick S. Wait, upon which the said order to show cause was granted, and the affidavits of William S. Williams, Henry S. Bennett, Israel F. Fischer, Mr. Swan, James E. Dutcher, and Courtlandt S. Howland, in opposition to the said motion, and the affidavits of George Innis, Aaron Innis, John P. Adriance, John I. Platt, Michael W. Nolan, and James A. Raynor, in rebuttal, in support of said motion, and after hearing E. Ellery Anderson, Esq., and Frederick S. Wait, of counsel for the defendant in support of said motion, and Henry S. Bennett and Adolphus D. Pape, Esqs., of counsel for the plaintiff in opposition thereto, now, on motion of Frederick S. Wait, attorney for the defendant, George Innis, and J. Adriance Bush,

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341 attorney for the applicant Aaron Innis, as assignee,
&c., it is ordered :

That the judgment entered in this action on the 28th day of July, 1884, in the office of the Clerk of the City and County of New York, for \$55,020.75, be opened and the default of the defendant set aside, and that the defendant George Innis be permitted to serve an answer herein within five days and defend this action, and that Aaron Innis, as assignee, &c., be made a party defendant to this 342 suit, and that he be permitted to serve an answer in this action within five days from the entry of this order.

It is further ordered that the execution sales of personalty had herein by the Sheriff of the County of Dutchess be vacated and set aside as regards all the stock, personal property and material purchased by the plaintiff, or by others in his interest at said sales. The expenses of such sale to be costs in the cause.

343 It is further ordered that the said judgment and the lien thereof and the levy made thereunder stand as security for any judgment the plaintiff may recover in this action.

And the defendant consenting thereto, it is further ordered that the issue in this action raised by the answers herein be referred to Rufus G. Beardslee, Esq., as sole referee to hear and determine the same, and that said reference proceed upon one day's notice. Said referee is authorized 344 in his discretion to sit at Poughkeepsie.

And it is further ordered, that all further proceedings on the part of the plaintiff or of the sheriff of the County of Dutchess are hereby stayed until the determination of this case upon the merits of the further order of this Court. The defendant to pay the expenses of keeping the property until the coming in of the report.

A copy.

(SEAL).

PATRICK KEENAN, Clerk.

SUPREME COURT OF THE STATE OF 345
NEW YORK,

CITY AND COUNTY OF NEW YORK.

WILLIAM S. WILLIAMS

vs.

GEORGE INNIS.

346

Gentlemen : Take notice that the plaintiff in the above entitled action, hereby appeals to the General Term of this Court from the order of Mr. Justice Donohue, made and entered herein on the 1st day of October, 1884, opening the judgment for \$55,020.75, entered against the defendant by default, on the 28th day of July, 1884, and permitting the defendant to serve an answer and defend this action, and making Aaron Innis, as assignee, a party 347 defendant, and permitting him, as such assignee, to serve an answer in this action ; and vacating and setting aside the execution sales of personalty had herein by the Sheriff of Dutchess County ; and directing a reference to Rufus C. Beardslee, Esq., to hear and determine the issues in this action ; and staying the proceedings of the Sheriff and the plaintiff until the determination of this case.

And plaintiff hereby appeals from each and every 348 part of said order.

Dated New York, October 7th, 1884.

ADOLPHUS D. PAPE,
Plaintiff's Attorney.

To

Messrs. FREDERICK S. WAIT and
J. ADRIAN BUSH,
Attorneys for Defendant and his Assignee,
and PATRICK KEENAN, Esq.,
Clerk of the City and County of New York.

TORN PAGE

0813

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,
against

George Smith

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

George Smith
of the CRIME OF GRAND LARCENY IN THE *First* DEGREE, committed
as follows:

The said

George Smith,

late of the First Ward of the City of New York, in the County of New York aforesaid
on the *sixteenth* day of *February*, in the year of our Lord
one thousand eight hundred and eighty *four*, at the Ward, City and County
aforesaid, with force and arms,

*Three written instruments and evidences
of debt, to wit: Three certain bonds and
written obligations, of a certain corpo-
ration called The Greenville & Nashville
Rail Road Company, (being then and
there wholly unsatisfied) of the
denomination and value of one thousand
dollars each,*

of the goods, chattels and personal property of one

William S. Williams,

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.

Randolph B. Mathews,

District Attorney