

0158

BOX:

501

FOLDER:

4568

DESCRIPTION:

Dowling, John J.

DATE:

11/21/92



4568

Witnesses:

Go R. Belmont

1903

Counsel,

Filed, 21st day of Mar 1892

Pleas,

Myself w

THE PEOPLE

vs.

B. J. Dowling

Transferred to the Court of Sessions for trial and final disposition

Part 2.....18

VIIOLATION OF THE EXCISE LAW. [Chap. 401, Laws of 1892, § 33.]

DE LANCEY NICOLL

District Attorney.

A TRUE BILL.

John E. Salem

Foreman.

0160

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 J. Dowling

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

John J. Dowling

of the CRIME OF SELLING STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER ON SUNDAY, committed as follows:

The said

John J. Dowling

late of the City of New York, in the County of New York aforesaid, on the day of *August* ^{28th} in the year of our Lord one thousand eight hundred and ninety-*two*, at the City and County aforesaid, the same being Sunday, certain strong and spirituous liquors, wines, ale and beer, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain strong and spirituous liquor to the Grand Jury aforesaid unknown, unlawfully did sell, ~~to one~~

and to certain other persons whose names are to the Grand Jury aforesaid unknown, against the form of the statute in such case made and provided, and against the peace of the People of New York and their dignity.

SECOND COUNT—

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

John J. Dowling

of the CRIME OF OFFERING AND EXPOSING FOR SALE ON SUNDAY STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows:

The said

John J. Dowling

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, the same being Sunday, certain strong and spirituous liquors, wines, ale and beer, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain strong and spirituous liquor to the Grand Jury aforesaid unknown, unlawfully did offer and expose for sale to one

and to certain other persons whose names are to the Grand Jury aforesaid unknown, 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.

DE LANCEY NICOLL

District Attorney.

0 16 1

BOX:

501

FOLDER:

4568

DESCRIPTION:

Doyle, George

DATE:

11/16/92



4568

Witnesses:

Off Murney 11th

.....
.....
.....
.....

111

Counsel,
Filed
Pleads,

16 day of *Nov*

189

THE PEOPLE

vs.

George Doyle

Burglary in the Third Degree and Possession of Burglary Tools
[Section 498, no. 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100]

DE LANCEY NICOLL,
District Attorney.

De Lancey Nicoll

A TRUE BILL.

John E. Jordan

Townman.

John E. Jordan
Nov 17 1897

Alexander Perry Eddy

Nov 17 1897

Police Court— 3 District.

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

of No. 96 East Houston Street, aged 35 years
occupation Baker being duly sworn

deposes and says, that the premises No. 96 East Houston Street, 17th Ward
in the City and County aforesaid the said being a dwelling house, celler of
which was used for storage purpose,
and which was occupied by deponent as a ~~dwelling~~
and in which there was at the time a human being, by name

were **BURGLARIOUSLY** entered by means of forcibly breaking the
hasp and removing the pad-lock which
fastened the door leading to the celler and
breaking the fastenings on a compartment in
the celler
on the 9th day of November 1892 in the night time, and the
following property feloniously taken, stolen, and carried away, viz:

A tricycle and a tub of butter valued
together ten dollars

the property 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

George Doyle (now here)

for the reasons following, to wit: that said door leading to
to celler was securely locked and
said compartment was also securely locked
with a pad-lock and said property
was in the compartment. Deponent found
the celler door broken open and the
compartment also broken and entered
and said property missing. Deponent
immediately thereafter found the tub of butter

in the defendants' possession and took it away from his custody and defendant ~~escaped~~ ~~escaped~~. Deponent is informed by William Mooney (now here) a police officer that he found a tricycle in the defendants' possession which deponent has since seen and ~~is~~ identified as his property stolen as aforesaid.

Sworn to before me by John Schwarz this 10th November, 1892

[Signature]
Police Justice

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.

Dated 1888 Police Justice

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

Dated 1888 Police Justice

of the City of New York, until he give such bail.

I order that he be held to answer the same until he be admitted to bail in the sum of Hundred Dollars and be committed to the Warden and Keeper of the City Prison

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

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

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 until he be admitted to bail in the sum of

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

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

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

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

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

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

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

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

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

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

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 1888

Magistrate

Officer

Clerk

Witness

No. street

No. Street

No. Street

No. Street

\$ to answer General Sessions.

Offence—BURGLARY.

Sec. 198-200.

3

District Police Court.

CITY AND COUNTY OF NEW YORK, ss:

George Doyle

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 sees 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 Doyle*

Question. How old are you?

Answer. *19 years*

Question. Where were you born?

Answer. *New York*

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

Answer. *No home*

Question. What is your business or profession?

Answer. *Horse shaver*

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*
George Doyle

Taken before me this 10 day of November 1892

[Signature]
Police Justice.

0 166

CITY AND COUNTY }
OF NEW YORK, } ss.

1921

William J. Mooney
aged *36* years, occupation *Police officer* of No. *11th Precinct* Street, being duly sworn, deposes and

says, that he has heard read the foregoing affidavit of *John Schwartz*
and that the facts stated therein on information of deponent are true of deponent's own
knowledge.

Sworn to before me, this *10th* day *William J. Mooney*
of *November*, 189*9*

[Signature]
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 100 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, Nov 10 1899 [Signature] Police Justice.

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

Dated, ... 189... Police Justice.

There being no sufficient cause to believe the within named

guilty of the offense within mentioned, I order he to be discharged.

Dated, ... 189... Police Justice.

0168

Police Court,

3rd

District.

1413

THE PEOPLE, &c.,
ON THE COMPLAINT OF

John Schwartz
76 E. Houston St.
George Doyle

Offense *Burglary*

BAILED,

No. 1, by
Residence..... Street.

No. 2, by
Residence..... Street.

No. 3, by
Residence..... Street.

No. 4, by
Residence..... Street.

Dated, *Nov 10* 189*7*

Hogan Magistrate.
Mooney and Smith Officer.

Witnesses *Call Mooney*
No. *11th Precinct* Street.

No. Street.
No. Street.

\$ *1000* to answer *983*

1000
P.M.

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 Doyle

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

George Doyle

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

The said

George Doyle

late of the *17th* Ward of the City of New York, in the County of New York aforesaid, on the *ninth* day of *November* in the year of our Lord one thousand eight hundred and ninety-*two*, in the *night* time of the same day, at the Ward, City and County aforesaid, a certain building there situate, to wit, the *building* of one *John Schwary*

there situate, 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 *John Schwary* in the said *building* 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

George Doyle

of the CRIME OF *Petit* LARCENY

committed as follows:

The said

George Doyle

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 *night* time of said day, with force and arms,

*one tricycle of the value of
\$ ten dollars, and one tub of
butter of the value of five
dollars*

3

of the goods, chattels and personal property of one

John Schwarz

in the

building

of the said

John Schwarz

there situate, then and there being found, in the *building* 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.

*Redauey Ricall,
District Attorney.*

THIRD COUNT:

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

of the CRIME OF RECEIVING STOLEN GOODS, committed as follows:

The said

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

of the goods, chattels and personal property of

by a certain person or persons to the Grand Jury aforesaid unknown, then lately before feloniously stolen from the said

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

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

DE LANCEY NICOLL,

District Attorney.

0172

BOX:

501

FOLDER:

4568

DESCRIPTION:

Doyle, Thomas

DATE:

11/23/92



4568

261

Witnesses:

Off. Cartell

Counsel,

Filed, *23* day of *Nov* 189*2*

Pleads,

W. H. W. W.

THE PEOPLE

vs.

B

Thomas Doyle

VIOLATION OF THE EXCISE LAW.
Selling, etc., on Sunday.
[Chap. 401, Laws of 1892, § 23].

Filed for record at the District Court of the District of Columbia, this 23rd day of November, 1892.

De LANCEY NICOLL,

District Attorney.

A TRUE BILL.

John E. Farrell

Foreman.

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,
against

Thomas Doyle

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

of the CRIME OF *Thomas Doyle* SELLING STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER ON SUNDAY, committed as follows:

The said *Thomas Doyle*

late of the City of New York, in the County of New York aforesaid, on the day of *September* *11th* in the year of our Lord one thousand eight hundred and ninety-*two*, at the City and County aforesaid, the same being Sunday, certain strong and spirituous liquors, wines, ale and beer, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain strong and spirituous liquor to the Grand Jury aforesaid unknown, unlawfully did sell, to ~~one~~

and to certain other persons whose names are to the Grand Jury aforesaid unknown, against the form of the statute in such case made and provided, and against the peace of the People of New York and their dignity.

SECOND COUNT—

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

of the CRIME OF *Thomas Doyle* OFFERING AND EXPOSING FOR SALE ON SUNDAY STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows:

The said *Thomas Doyle*

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, the same being Sunday, certain strong and spirituous liquors, wines, ale and beer, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain strong and spirituous liquor to the Grand Jury aforesaid unknown, unlawfully did offer and expose for sale to one

and to certain other persons whose names are to the Grand Jury aforesaid unknown, 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.

DE LANCEY NICOLL

District Attorney.

0175

BOX:

501

FOLDER:

4568

DESCRIPTION:

Dunker, Ernest

DATE:

11/25/92



4568

Witnesses:

Off. Cannon: 27th

J.B.

Counsel,

Filed, *25th* day of *Nov^r* 189*2*

Pleaded *Not Guilty*

THE PEOPLE

vs.

F

Ernest D. Cannon

VIOLATION OF THE EXCISE LAW.
[Chap. 401, Laws of 1892, § 32].
Selling, etc., on Sunday.

*Filed in the Court of Sessions
District of Columbia*

Filed April 14, 1893.

DE LANCEY NICOLL.

District Attorney.

A TRUE BILL.

John. E. Fallon

Foreman.

0177

Court of General Sessions of the Peace

1907

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,
against

Ernest Dumbek

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

of the CRIME OF *Ernest Dumbek* SELLING STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER ON SUNDAY, committed as follows:

The said *Ernest Dumbek*

late of the City of New York, in the County of New York aforesaid, on the *13th* day of *November* in the year of our Lord one thousand eight hundred and ninety-*seven*, at the City and County aforesaid, the same being Sunday, certain strong and spirituous liquors, wines, ale and beer, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain strong and spirituous liquor to the Grand Jury aforesaid unknown, unlawfully did sell, ~~to one~~

~~and~~ to certain other persons whose names are to the Grand Jury aforesaid unknown, against the form of the statute in such case made and provided, and against the peace of the People of New York and their dignity.

SECOND COUNT—

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

of the CRIME OF *Ernest Dumbek* OFFERING AND EXPOSING FOR SALE ON SUNDAY STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows:

The said *Ernest Dumbek*

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, the same being Sunday, certain strong and spirituous liquors, wines, ale and beer, to wit: One gill of wine, one gill of brandy, one gill of rum, one gill of gin, one gill of whiskey, one gill of cordial, one gill of bitters, one gill of ale, one gill of porter, one gill of beer, one gill of lager beer, and one gill of a certain strong and spirituous liquor to the Grand Jury aforesaid unknown, unlawfully did offer and expose for sale to one

and to certain other persons whose names are to the Grand Jury aforesaid unknown, 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.

DE LANCEY NICOLL
District Attorney.

0178

BOX:

501

FOLDER:

4568

DESCRIPTION:

Dwyer, William

DATE:

11/30/92



4568

0179

BOX:

501

FOLDER:

4568

DESCRIPTION:

Sweeney, William

DATE:

11/30/92



4568

0 180

BOX:

501

FOLDER:

4568

DESCRIPTION:

O'Tool, Lawrence

DATE:

11/30/92



4568

0 18 1

~~14th Nov 1892~~

Witnesses:

Ray A. Jackson
A. H. Langford

Counsel:

Filed 30 day of Nov 1892

Pleads, 1st

THE PEOPLE

vs.

William Dwyer

William Swenson

Lawrence J. O'Sullivan

DE LANCEY NICOLI,

District Attorney.

Presented to the Grand Jury
of the County of ...

Grand Jury Degree of Penal Code.

Grand Jurors, (Section 337, 338)

A TRUE BILL.

John E. Dillon

Part 2 - Dec. 4, 1892.

Foreman.

Part 1 and 3 Head Grand Jurors
Part 2 2nd Grand Jurors

3803 Ed Ref

Vol. 1 P. 370 600
Dec. 23/92

0182

Police Court

1st District.

Affidavit—Larceny.

City and County of New York, ss:

of No. 40 Crosby Street, aged 31 years, occupation *Freightman* being duly sworn, deposes and says, that on the 21 day of November 1892 at the City of New York, in the County of New York, was feloniously taken, stolen and carried away from the possession of deponent, in the day time, the following property, viz:

One case containing dry goods valued at the hundred dollars \$100.00

the property of Messrs Hammerstung & Brothers and in the care and custody of deponent

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

William Sawyer and Lawrence J. O'Toole (all my men) who were acting in concert for the reasons following to wit: on the said date the said case was in the sidewalk in front of my store about to be shipped by deponent. Deponent saw the defendants Sawyer and O'Toole take said case from said walk and place it on a truck of which truck the defendant Sawyer was in charge. Deponent says that the defendant Sawyer was with the defendants Sawyer and O'Toole when they were stealing said case.

Beny A Jackson

Sworn to before me, this 21 day of November 1892 by *Wm Sawyer* Police Justice.

0 183

Sec. 198-200.

1882 District Police Court.

City and County of New York, ss:

William Serrano 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 Serrano

Question. How old are you?

Answer.

3 years

Question. Where were you born?

Answer.

New York

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

Answer.

89 Montgomery St. 3 years

Question. What is your business or profession?

Answer.

Free labor

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 swear*

Taken before me this
day of *March*
189 *3*

Police Justice.

0184

Sec. 198-200.

District Police Court. 1882

City and County of New York, ss:

Samuel G. Stone

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 G. Stone*

Question. How old are you?

Answer. *20 years.*

Question. Where were you born?

Answer. *New York*

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

Answer. *634 Water St. New York*

Question. What is your business or profession?

Answer. *Student*

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 innocent of the charge.*
Lawrence J. C. Toole

Taken before me this _____ day of _____ 189

Police Justice.

0185

Sec. 198-200.

1882

City and County of New York, ss:

District Police Court.

William Ruyser 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 Ruyser*

Question. How old are you?

Answer. *27 years*

Question. Where were you born?

Answer. *New York*

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

Answer. *3rd Street N. 5 years*

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 not guilty*
William Ruyser

Taken before me this *22*
day of *November* 189*7*

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.....

Referred out
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, and be committed to the Warden and Keeper of the City Prison of the City of New York, until he give such bail.

Dated, Nov 27 189 W. T. M. ... Police Justice.

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

Dated, Nov 27 189 W. T. M. ... Police Justice.

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

Dated,..... 189 _____ Police Justice.

018

The presiding magistrate is authorized to hear and determine this case in the absence of the defendant.
M. J. Hardy
Police Justice.

Police Court--- District. ¹⁴⁷⁵
1884

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Ray A. Jackson
Wm. W. Wynn
Wm. Wynn
Lawrence S. Wood

Offense
Alcohol

BAILED,

No. 1, by _____
Residence _____ Street.

No. 2, by *John J. Fleming*
Residence *1225 Huntington Street.*

No. 3, by _____
Residence _____ Street.

No. 4, by _____
Residence _____ Street.

Dated, *May 21* 189*2*

Grady Magistrate.

Hanigan Officer.

Precinct.

Witnesses *R. F. McGalun*
G. Mills + Gibbs 464 Pine Street.

No. _____ Street.

No. _____ Street.

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

Wm. Paulsen

\$1000 - G. W. W. W. W.

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 Dwyer, William Sweeney and Lawrence J. O'Toole

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

William Dwyer, William Sweeney and Lawrence J. O'Toole

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

The said

William Dwyer, William Sweeney and Lawrence J. O'Toole, all late of the City of New York, in the County of New York aforesaid, on the 21st day of November in the year of our Lord one thousand eight hundred and ninety-two, at the City and County aforesaid, with force and arms,

twelve hundred and fifty pieces of cloths of the value of twenty cents each piece, a quantity of trimmings (a more particular description whereof is to the Grand Jury aforesaid unknown) of the value of fifty dollars, and a quantity of silk (a more particular description whereof is to the Grand Jury aforesaid unknown) of the value of twenty-five dollars

of the goods, chattels and personal property of one Julius Hammerbough

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.

SECOND COUNT—

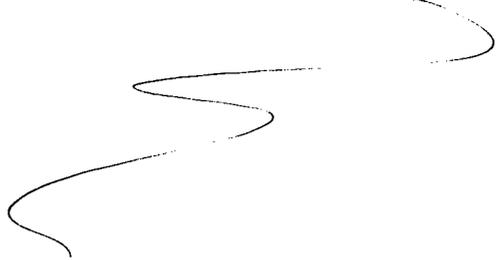
AND THE GRAND JURY AFORESAID, by this indictment, further accuse the said

William Dwyer, William Sweeney and Lawrence J. O'Fole

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

The said *William Dwyer, William Sweeney and Lawrence J. O'Fole*, all 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,

the same goods, chattels and personal property described in the first count of this indictment



of the goods, chattels and personal property of one

Julius Hammerlongh

by a certain person or persons to the Grand Jury aforesaid unknown, then lately before feloniously stolen, taken and carried away from the said

Julius Hammerlongh

unlawfully and unjustly did feloniously receive and have; the said

William Dwyer, William Sweeney and Lawrence J. O'Fole

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.

DE LANCEY NICOLL,

District Attorney.

0190

BOX:

501

FOLDER:

4568

DESCRIPTION:

Dyer, Sarah B.

DATE:

11/17/92



4568

128

Witnesses:

James Mitchell ✓
 Jfr. Mason 9th ✓
 Jfr. Runnau 9th ✓
 Jfr. Robinson 234 W. 13th

Counsel,

Filed

by *[Signature]*
 day of *May* 189*7*

Pleats,

THE PEOPLE

vs.

Sarah B. Dyer

F

Arson in the Degree, [Section 487, Pennl. Code.]

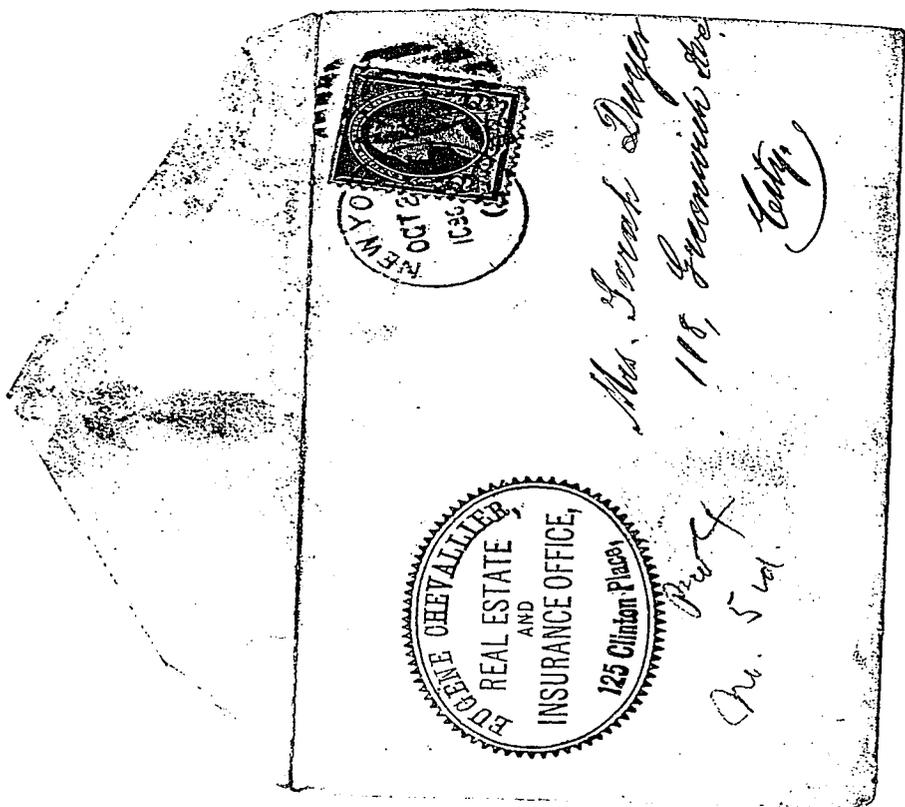
DE LANCEY NICOLL,
 District Attorney.

A TRUE BILL.

John E. Fallon
 Foreman.

*Filed & returned to
 an ~~attorney~~ ~~at~~ ~~law~~ ~~office~~
 of ~~the~~ ~~city~~ ~~of~~ ~~Philadelphia~~
 on ~~the~~ ~~24th~~ ~~day~~ ~~of~~ ~~May~~ ~~1897~~
*Sam. 24th 1897**

0192



Case of

Sarah B. Dyer, 118 Greenwich Avenue.

Fires at 5:05 o'clock and 10:29 o'clock A.M. on
October 31st 1892--Sun rose at 6:29

Sarah B. Dyer rented the small triangular store in No
118 Greenwich Avenue from Josephine Peyton, the owner,
through the housekeeper and W.K. Peyton, Agent, some time
before the 15th day of October, paying on October 15th
one-half month's rent to October 31st 1892. A day or so
after renting the place and paying the half-month's
rent, the housekeeper notified her that she was not a
desirable tenant and proposed to cancel the agreement
by returning the rent. To that Mrs. Dyer would not con-
sent. At or about the same time W.K. Peyton, the husband
and agent of the owner, notified her that she would have
to leave on the 1st of November unless she could give
satisfactory references. Failing to furnish such, she
was subsequently notified that she would have to leave.

Such being the conditions under which the said Mrs.
Sarah B. Dyer was occupying the store in 118 Greenwich
Avenue, she did on or about the 22nd day of October
apply for \$1,000 insurance through Harrien & Halsey of
88 Washington Place, and at or about the same time did
apply for \$500 on the same property contained in No.
118 Greenwich Avenue, through Eugene Chevallier of No.
125 Clinton Place. The larger sum was refused by two
companies, but a policy for the smaller sum was issued
by the Greenwich Insurance Co., the policy being dated

(2)

October 22, 1892. That policy did not reach the hands of Mrs. Dyer until the 26th day of October, or later. The reason assigned by the companies for refusing to issue the policies for the larger amount was that the property, as reported by their surveyors, was not of sufficient value to justify their doing so. On the forenoon of Saturday October 29, Mrs. Dyer went to the office of the Greenwich Insurance Co. at 161 Broadway with her policy, saw the Assistant Secretary, Mr. William Adams, and requested him to increase the amount of her insurance to \$1,500. Upon his refusal to do so, she then asked to have the amounts covering the several items changed, reducing the amounts on stock and household furniture and fixtures from \$100 each to \$50 each, and increasing the amount on clothing from \$300 to \$400. That alteration he consented to make, and the policy found on her person when she first returned to her premises, after the fire, shows that alterations were made. - It may be remarked here, that Mrs. Dyer dealt in newspapers, cigars and tobacco.

The circumstances preceding and attending the fires are briefly as follows: On the night of October 30th at 12 o'clock Officer Daniel O'Conner of the 9th Precinct went on post. Shortly after he noticed that some of the windows of 118 Greenwich Avenue, which were already veiled on the inside by pieces of cambric, wrapping paper and newspapers had been additionally veiled. He thought nothing of it at the time, as he knew that the woman

(3)

slept in the store , and attributed her putting up the additional newspapers to a modest desire to cut off outside observation. Later in the night, at about three o'clock, he saw the woman open the store door and appear with two bundles in her arms. Whether she saw him or not he does not know, but she immediately retreated into the store and closed the door. He did not see her again that night.

At about five minutes after five o'clock on that morning Officer Albert F. Mason, of the 9th precinct, noticed a flickering light in the store. Not knowing what was the matter, he knocked on the door, and getting no response he forced in the door. There was no person in the store, but he found a small kerosine oil stove burning naturally, neither sending out flame nor smoke, standing on the sill of one of the 13th Street windows. In an opposite corner, several feet removed from the stove, and without any trace of fire between the two points, he found some rubbish and old articles of clothing burning in a corner. There was in the place with him at the time Officer . Not suspecting anything wrong he extinguished the fire with water from the sink, and then left the place, securing by means of a drop the door that he had forced. The other doors, two, were securely locked. About 10:20 o'clock that morning, more than five hours after the fire just described, two young men, Thomas Roberts, and Morris Lewis, were standing in front of the store near the western point when they saw the defendant leave the store with a bundle in her

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arms, lock the door and proceed up 13th Street towards 6th Avenue. In about two minutes thereafter they saw smoke issuing from the store, and on breaking in, having at the same time notified the housekeeper, they found a fire burning along the eastern end of the store, the material burning being clothes and kindling wood that had, apparently been scattered on the floor along the wall towards a cot that stood in the south-eastern corner. There was also fire in a wooden box under a counter in close proximity to a trunk. There was no communication between the fire in the clothes on the floor and that in the box under the counter. The counter was just catching fire, as was the cot and the curtain cutting it off from the store. The fire was extinguished and the place was then taken possession of by the fire-patrol. The property found on the premises was of the value not exceeding \$60,- Nothing was totally destroyed.

Prior to Mrs. Dyer leaving the store the last time, two young women residing on the opposite side of the Avenue saw her take articles from beneath the counter where the trunk stood, and do them up in a bundle, which bundle they saw her take out with her when she left. In that particular they corroborate the young men. As that bundle has not been recovered it is not known what it contained.

At about 7:45 o'clock that same morning, which was shortly before she returned to her store, from breakfast, according to her own story, she, Mrs. Dyer took to the

(5)

news-stand of John W. Dunn, corner 9th Street and Sixth Avenue, two baskets containing papers and other articles, which she requested him to keep for her until about two o'clock in the afternoon, when she would call for them. Those baskets have been secured. They contain correspondence and numerous small articles of no great value. The trunk that was in the store at the time of the fire has been secured and is found with its contents to be of very little value.

Mrs. Dyer did not return to the store until about 5:30 o'clock on the evening of the 31st. She did not then exhibit much surprise at the condition found. When asked about her insurance she produced from the pocket of her dress her policy, bank-book and a number of papers. When questioned about her movements, she said that she had gone out early in the morning to 6th Ave. to breakfast; that she had not gone down town for newspapers, as usual, as she thought of giving up that part of the business; that she had returned to her store at about 8 o'clock; had then noticed the water on the floor and the broken lock; had said nothing about it to anyone; had remained in for about two hours and had left again about 10 o'clock, not taking any bundle with her. Her reason for remaining away all day was that she was looking for a new place. She did not say particularly, where she had gone.

Officer

Order of Proof.

Albert F. Mason, 9th Precinct.

Saw flickering light in 118 Greenwich Avenue at about 5:05 A.M. October 31st. Broke in door, after knocking and getting no response. Found fire burning in corner near sink. Found kerosine oil lamp burning on window sill of 13th Street window--lamp burning naturally. Put out the fire with water from sink and closed the place by putting drop behind door that he had forced. Is certain that he completely extinguished fire before leaving the place. Did not see defendant. no kindling wood or clothes scattered over floor when he closed place.

Thomas Roberts.--213 West 13th Street.

At about 10:20 or thereabouts, on morning of October 31st, saw Mrs. Dyer leave her premises 118 Greenwich Avenue. He was standing in front of the store with one Morris Lewis at the time. The Dyer woman remained away a minute and a half or thereabouts, and returned. In a few minutes thereafter she came out of her store again with a bundle, locked the door, that at the point, and proceeded up 13th Street towards 6th Avenue. In two minutes after she disappeared, he noticed smoke coming from the store. He and Lewis broke in, when he saw fire burning at the further or eastern end of store. Fire was among kindling wood and clothes scattered on floor along wall and towards cot. Cot just catching fire and also curtain closing cot in from store. A

Examiner

Examiner

Handwritten marks and scribbles

Examiner

2.

separate fire under counter and close to trunk. He, assisted by others, put out the fire. Noticed kerosine oil stove and can with oil. Did not see defendant. No communication between fire on floor and that under counter.

Examiner

MORRIS LEWIS : 227 West 16th Street.

Substantially same statement as foregoing.

X
Examiner

MRS. MARY E. SMITH. 234 West 13th Street.

Substantially as foregoing as regards the fires.--- She rented store to Mrs. Dyer and collected half-month's rent on October 15. A few days after wanted to cancel arrangement by returning rent. Defendant would not agree. Notified defendant that she would have to leave at end of month. Defendant kept a news stand and always had papers for sale until that morning.

Examiner

OFFICER DANIEL O'CONNOR.- 9th Precinct.

As to noticing that additional newspapers had been hung up on window on 13th Street front on night of Oct. 30th--31st. He saw the occupant of store--a woman, come to door at about 3 o'clock A.M. with two bundles in her hands, and saw her retreat into store and did not see her again. *Saw her return at about 4*

Examiner

MARY SHEPPARD, 127 Greenwich Avenue.

She and Sadie Kopps, who live on Greenwich Avenue, opposite 118, saw the defendant on the morning of Oct. 31st take articles from beneath her counter, where she knew

(3)

the trunk stood, having seen hit there, and saw her, the defendant, do the articles up in a bundle, and then saw her leave the store with the bundle. Very soon thereafter the alarm of fire was given.

SADIE HOPPS, 127 Greenwich Avenue.

Same statement as foregoing.

JOHN D. DUNN, 149 West 11th Street.

Keeps a news stand on 9th Street corner of Sixth Avenue. On morning of October 31st the defendant came to his place at about 7:45 with two baskets. She requested him to keep them for her until about two o'clock when she would call for them. She told him that she kept a newsstand up town but was going to give it up. He kept the baskets until he delivered them to the Asst. Fire Marshal.

JACOB FRANK, Fire Marshal's Office.

Visited premises on forenoon of 31st of October. Did not see defendant then. Examined the premises. Describes burning. Patrolman in charge. Took note of contents of store. Remained in vicinity of premises until arrival of Fire Marshal at about 5:30 P.M. Was in 11' Greenwich Avenue when defendant returned shortly after five o'clock. Asked her for policy. She produced it with bank-book and other papers from her pocket. Refused then to surrender policy. Had conversation with her. Detail conversation. Left with Fire Marshal, leav-

Account

About

Summary

(4)

ing patrolman [redacted] in charge. Subsequently revisited premises, on next day, and ordered arrest of defendant by Fire Marshal's direction. Took inventory of contents of store, and took away trunk, and had latter brought to Fire Marshal's Office. --Value of property.--Removed some burned realty in store.

FIRE MARSHALL

Interview with defendant. Examination of premises-- Nothing totally destroyed. As to contents of trunk and value of same. Ward Number--plan.

PATROLMEN DALY, LEONARD, RUSSELL: PATROL No. 3.

Had charge of premises. Nothing disturbed or removed until inventory was taken.

W.K. PEYTON. 236 West 13th Street.

Husband and agent of owner of premises. Interviews with defendant. Notices given that she must leave.

EUGENE CHEVALLIER, 125 Clinton Place.

Is an Insurance Broker. Received application from defendant and secured her a policy, for \$500, from Greenwich Insurance Co. Identifies policy. Date when it was delivered to her. See his note of October 26th, advising her that he had the policy.

BERRIEN or HALSEY, 88 Washington Place.

Are Insurance Brokers. Received application from defendant for \$1,000 insurance. Failed to secure it.

Examiner

X

5.

WARREN S. COLGROVE, 161 Broadway.

Is an Insurance surveyor for Greenwich Ins. Co. Went to 118 Greenwich Avenue, occupied by defendant, -reported adversely an application on account of small amount of property.

LOUIS F. Pasquet, -- Ackerman, Deyo & Hilliard--41 Pine S

Is a surveyor for Ackerman, Deyo and Hilliard, visited premises 118 Greenwich Avenue occupied by Sarah B. Dyer, reported adversely on application, there being little property on premises.

WILLIAM ADAMS 161 Broadway.

Assistant Secretary of Greenwich Insurance Co., was called on in forenoon of October 29th by defendant. She asked to have her insurance increased from \$500 to \$1500. He refused to make the increase. Defendant then asked to have amounts on different items changed, increasing that on clothing &c. Made that change as requested. Will identify policy and alterations.

Occupants of dwelling named in the indictment.

David Doff (Admitted)
Julius Vait.
Capt Brown, Engine 15.

COURT OF GENERAL SESSIONS-Part XIX.

-----X
 : Before Hon. Randolph
 The People of the State of New York, :
 : B. Martine, and a
 against :
 : Jury.
 S A R A H . B . D Y E R . :
 :
 -----X

Indictment filed Nov. 17th 1892.
Indicted for arson in the 2nd degree.

New York, December 20th 1892.
Appearances for the People Asst. Dist. Atty. V. M.
Davis.

For the defendant Mr. C. E. LeBarbier.

JAMES MITCHELL, a witness for the People, sworn, testified:

I am the fire marshal. I made the diagram of the premises 118 Greenwich avenue/ IT is correct.

DANIEL O'CONNOR, a witness for the People, sworn, testified:

I am an officer of the 9th precinct. I saw this defendant on the morning of the 31st of October come to her door, 118 Greenwich avenue with a bundle in her hand .
 When she saw me she went back again. I then went over to the store; went in and stayed there while she went up on Sixth avenue with a bundle . I had a conversation with her in there in regard to her business . I saw no signs of fire at that time . When she came back I left the store . I had only been out about ten minutes when I saw a blaze of fire inside of the premises . I called Officer Mason and together we went into the premises and put the fire out . The defendant was not there at that time.. We found an oil stove in there burning; the fire was separate from that on the floor .

CROSS EXAMINATION:

I did not offer this woman or attempt to take any liberties with her . I had not known her before that night. I stayed in the place to oblige her while she went with this bundle up on Sixth avenue. I went in the place about eight nights previous when I found the door open.

ALBERT MASON, a witness for the People, sworn, testified:

I am an officer attached to the 9th precinct. I went on post the night of the 31st of October about seven or eight minutes after twelve o'clock. My attention was attracted to No. 118 Greenwich avenue on that morning by the rapping of Officer O'connor's club. I went over to the premises. I got up on the railing and looked in . I saw fire on the floor . I jumped down and bursted the door open. I saw cloths of different kinds burning in a corner. The heap of rubbish that was burning was about two feet square. The blaze reached up from the floor proabably one or two feet. I saw the oil stove there it was burning properly . There was no connection between the oil stove and the fire that was burning. I stamped it out with my foot. I put a brace to the door which we had bursted in and left the place. I did not see the defendant there . I saw a lot of kindling wood piled up near the door. I made a report at the station house of the fire.

CROSS EXAMINATION:

I do not know the defendant. I saw some rags and a sewing machine in this store at the time I went in. I saw some candies in the window O'CONNOR has been my side partner ever since I have been a policeman there.

I do not recollect seeing O'Connor on the night of the 31st before the time he reached his club. I did not meet the defendant on the street on that night. I know the defendant in a crowd with others. When I came to the West 11th Street door and looked in I saw flickering of light on the ceiling. When I got inside I saw a man, a lot of noise of hitting of his feet; that looks like him or cotton. I saw some papers burning also. I did not discover any smell of tobacco burning. I do not believe the oil stove is used to-day.

THOMAS NO. 1111 B, a witness for the People, sworn, testified:

I live at No. 334 West 132nd St. I know the premises 111 B Greenwich Avenue. On the evening of the 31st of October, between 10 and 11 o'clock, I was sitting on the corner with Maria Boris. I saw the defendant come out of her room with a bundle in her hand. This was from 5 to 5 minutes before the fire. A woman walked up the street the same block, but I do not know whether I saw her or not. She came back, went into the store, got the bundle and went out again. When she went away she went towards 33rd Avenue. In a few minutes I saw smoke coming out of the door. I bursted open the door and when I got inside I found two fires, one under the counter and one behind the curtain. I am positive I saw a blaze under the counter; I could not tell what was burning. The firemen came and put out the fire.

CROSS EXAMINATION/

I am a plumber. I had been idle for three or four weeks before this. I met Morris that morning between 7 and 9 o'clock. I was making arrangements with Morris to meet him the next day. There was nothing particular about this woman to attract my attention to her. I know she has been in that store for about a week. I have had no conversation with the Fire Department's people about this case. The woman stayed away only two or three minutes before she returned and got the handle. I found a soap box burning under the counter. I was around those premises from one o'clock until five in the afternoon. I took the box from under the counter and threw it out into the store. I saw some kindling wood there.

W O R R I D L E W I G, a witness for the People, sworn, testified:

I live at No. 327 West 13th St. I know Roberts. I was in his company on the morning of the 11th of October. I saw a woman leave the store 110 Greenwich Avenue between 10 and 11 o'clock. She did not have anything in her hands at the time I saw her. I could not identify the defendant as the woman. About ten minutes after I saw the woman I observed smoke coming out of the store. Roberts and I bursted the door. When we got inside we found a fire behind the counter. Roberts threw a soap box to me and I threw it out in the street. I saw two fires in the store; they were not connected.

CROSS EXAMINATION.

Roberts and I were standing on the corner when we saw the woman. I only saw her once. I didn't think anything about her then. She passed at a distance of six or seven feet from us.

HARRY W. WILSON, a witness for the People, sworn, testified:

I live at 107 Greenwich Ave. I know the premises 113 Greenwich Avenue. On the 1st of October those premises were occupied by the defendant. On that morning a few minutes before ten o'clock I was sitting in my sister's house, opposite to the defendant's store. I saw the defendant coming out of the door on the corner of 13th Street; she had a bundle in her hand. I saw her go up 13th Street with a bundle in her hand. About 10 minutes after that I looked over and saw the place was on fire. I saw the woman in the store shortly after 10 o'clock, she was either combing or combing her hair.

CROSS EXAMINATION.

I am not married. I was not working on the 1st of October. On one occasion I went into the defendant's store and she promised me some theatre tickets. She afterwards gave them to me for nothing. The defendant sold candy and newspapers in that store. I am positive I saw the defendant before 10 o'clock on that morning in her store. I have looked over there on different occasions before. I saw a gas stove there.

MARIE SMITH, a witness for the People, sworn, testified:

I live at 254 West 15th St. I am janitress of the premises 113 Greenwich Avenue. I rented the store to the defendant at \$35. a month. She paid a half a month's rent at the time she took possession a short time before the 15th. I had a conversation with the defendant. Then I went to the defendant and told her if she would give me the receipt she could have her money back. She said no, she would open the store. I saw in the store a cash, a counter, a trunk, a sewing machine and two tables. She also had a small stock of clothes, a couple of boxes of bundles of kindling wood, some bottled soda, some cigars and some tobacco. I also saw some shirts there. The value of the property in the store in my judgment would be about \$10. Between 10 and 11 o'clock on the 31st of October the La Loop ran by and I went down and found the store on fire. I went in; nobody was in there. I took up a butter tub, filled it with water and threw it over the fire. The curtains were ablaze and I pulled it down. After the smoke was cleared up I found that a lot of bundle wood and some more kindling in the corner near the sink. The defendant later assisted me in putting the fire out. I found a can with about three pints of kerosene oil in it behind the counter. The oil stove was burning properly.

CROSS EXAMINATION.

I am married and live with my husband. On the day the defendant rented the premises she came there with two satchels. It was in consequence of the conversation I had

with the landlord that I should go to return me the receipt. I was the only person in the store putting out this fire. I know the premises so thoroughly that I could go to the sink with my eyes shut. I did not notice any fire underneath the counter. The oil stove was lit and burning perfectly when I went in there. I saw no connection between the oil stove and the fire that was in the corner near the sink.

W I L L I A M K. P H I L M A N, a witness for the People, sworn, testified:

I reside at the Hotel Bonon, corner of 15th Street and 5th Ave. My wife is the owner of the premises 1111 Greenwich Ave; I am her agent. The defendant came into my place and I explained to her that I required references, and she said she would see me in 10 days before she would give me any reference. I then told her she could not have the place under any circumstances. I communicated with the housekeeper and told her to makeover we got the receipt back and return the woman her money. She afterwards informed me that the woman would not go. I was at the premises on the morning of the fire. I saw the blaze in two different parts of the store.

CROSS EXAMINATION.

The defendant was defiant in her manner when she came to see me. One fire was in the neighborhood of the sink and the other was on the Greenwich Avenue side. There was quite a crowd around the door at the time. I saw the cot burning. I saw some kindling wood burning; it

was put out by one of the men. Mrs. Smith put the oil stove in the sink, and filled the sink up with water.

J O S E P H P. B E R N E, a witness for the People, sworn, testified:

I am Captain of Engine Co. 10. On the 1st of October, at 10/30 A. M., I went to the premises 118 Greenwich Avenue. On arriving at the premises I found a considerable fire on the sillow in and also in the store between the door on Greenwich Ave. and the sink. The hose was not required. I directed one of the men to get a bucketful of water and I put the fire out. It seemed to me to be more than one burning. I also saw that I thought were little children being laid down on the floor. I did not see any woman there in the store.

S A D I E M O R E, a witness for the People, sworn, testified:

On the 1st of 1933 October I lived at 127 Greenwich Avenue. Mary Shepherd is my neighbor. On that morning between 11/15 past nine and 10 o'clock I was in my window on the opposite side of the street. I saw the defendant in her store; she appeared to be combing her hair; she got up, went behind the curtain, came out and sat down again in the same position. I saw her stoop twice under the counter. About ten minutes after that I saw that the place was on fire.

CROSS EXAMINATION.

The defendant gave me some bill-board tickets for

the theatre. She appeared to me to be a woman who was attending to her own affairs. I did not see any comb in her hand.

EUGENE GERVALEBER, a witness for the People, sworn testified:

I live at 125 Clinton Place. I am in the real estate and insurance business. On the 18th of October the defendant made application to me for \$500 worth of insurance on her property in the premises 110 Greenwich Ave. I procured a policy for her in the Greenwich Insurance Co. for that amount, and handed it to her on the 27th of October. The defendant paid me \$2.50.

CROSS EXAMINATION.

I had never known the defendant before. The mentioned to me that she had a stock of cigars and tobacco. I tried to place it first with one company but was unable to do so. I made no arrangement with her as to what company I would place it in.

WILLIAM ADAMS, a witness for the People, sworn, testified:

I live at Passaic, New Jersey. I am Assistant Secretary of the Greenwich Fire Insurance Co. On the 29th of October the defendant called at my office; she showed me her policy and said she wanted it increased to \$1,500. I told her if it was increased it would cost her more premium; then she said she wanted the amounts on the stock and fixtures changed anyway. I changed the

\$5 worth of stuff in the place.

Jacob F. A. K., a witness for the People, sworn, testified:

I am an assistant to the Wire Branch. I went to the premises 112 Greenwich Avenue at 11:15 p.m. at 11 o'clock on the morning of the 31st of October. I found the floor near the right of the front door; I also saw something under the counter. There was no connection between those two places of burning. I saw a piece of paper a piece of the receipt with a number. The number was 100. I saw the store starting to burn; I saw a fire at 11:15 p.m. was insured and the answer was yes. The fire was a fire of a bank book. Mr. Mitchell came there to see the fire and had a talk with her. The defendant was arrested by Officer Brennan. I saw an examination of the place and made an inventory of the goods in store. I found 57 cigars, 21 packages of tobacco, 30 packages of cigarettes, 10 papers of tobacco, 10 boxes of earlier matches, 17 cans, 20 sticks of candy, three pounds of candy bars, some marbles, 5 lbs. of mixed candy, 3 lbs. of a round candy, 7 American flags, 1 counter, 1 seat of the car, a pine table, a walnut leaf table, 4 oak chairs, 5 or 6 iron chairs in a trunk.

GROSS TESTIMONY.

The defendant came to the store at about a quarter of five; she had some newspapers in her hand. It was then I had the conversation with her that I have stated. She was calm and cool as though nothing had happened. She made no remark whatsoever about the fire, and expressed no surprise at seeing me in there. I did not bring the

oil stove to court; I left it in the place. Though I did not call the defendant there and saw a fire there, there were enough indications for her to know that the place had been on fire.

JAMES H. MITCHELL, recalled:

I was at the place 11 1/2 miles Avenue at 20 minutes after 8 o'clock on the 11th of October. I saw the cot; the way to the cot of the cot was burned. I saw an oil can with a pint and a half of oil in it. I asked the defendant if she was the owner of the place; she said she was. I asked her if she was a nurse; she said she was, and she produced her holder. I said "Do you know anything about these fires?" She said she did not, that she had gone out at 12 o'clock in the morning that she returned to the place at 8 o'clock; that when she went back she found water on the floor in the rear of the sink, and she had in the 1st Street door had been broken; that she had remained until 10 o'clock and had gone out; that she had remained out all day looking for another place. The trunk which is now produced was taken from that place to my office. I opened it and found it contained the following articles: 1 piece of blue and white calico, 1 calico waist, 3 men's shirts, 7 napkins, 17 towels, 1 muslin waist, 3 aprons, 3 ladies' collars, 3 pairs of men's cuffs, 1 knit tidy, 1 yard of embroidery, 1 pair of flatting irons, 1 muslin scarf, 1 silver and one bone napkin-ring, 2 pairs of men's socks, 2 pairs of cotton window curtains.

CROSS EXAMINATION.

The defendant was sitting in a chair near the 15th St. door when I was talking with her. I saw a small kerosene stove in the sink; there was a little water in the sink, but not much.

Seven papers found in the pocketbook of the defendant were offered in evidence.

THOMAS W. FRENCH, a witness for the People, sworn, testified:

I arrested the defendant on the corner of Charles and Bleeker St. on the 1st of November. I took her to the Fifteenth Precinct stationhouse; she was searched and a bankbook and pocketbook were found upon her. She told me if I would let her go to a man named Dunce on Sixth Ave., I would get the bundles. I went there and got the two bundles which were produced in court. On the way to the stationhouse she offered me \$5 to let her go; I refused; then she offered me \$5 to let her go, promising to appear in court in ten days; I declined to do that.

OWEN DABNEY, a witness for the People, sworn, testified:

I am a fire patrolman. On the 31st of October I arrived at this fire about 10.35. I found a number of things out on the sidewalk, and with the assistance of other firemen replaced them in the store. I stayed there until 6 o'clock that evening and was relieved by patrolman Leonard. I saw the defendant in the place about 5 o'clock

in the afternoon. She did not see in any way strange as far as I could see. I saw the oil stove in the sink; the sink was more than half full of water. I saw some things scattered around the place. The woman expressed no surprise at finding us in the place and she came in.

WILLIAM B. BROWN, witness for the People, sworn, testified:

I am an insurance patrolman. I arrived at the premises at 10.35. The woman, named, said she could not see the sink and she said that I was talking to the patrolman named. I went back to look at the sink, and saw indications of fire there. I saw an oil stove in the sink, with a couple of inches of water.

JAMES W. WHELAN, a witness for the People, sworn, testified:

I am a member of insurance patrol No. 3. I relieved patrolman Bernard at 8 o'clock A. M., November 1st. I stayed there until 3 o'clock in the morning. I saw the defendant come into the store; she did not appear surprised at seeing us there. She took out some papers and began to read them. I did not hear any conversation which she had with anybody while I was in the store. I saw no curtains or beds across the place while I was there.

D E P O S I T I O N

SARAH B. DUNN, the defendant, sworn, testified:

I am the wife of the defendant. I am now living with my husband in the city of New York. I went to the residence of the defendant on the night of October 1st, 1934. I received a letter from the defendant on the night of October 1st, 1934. I received a receipt from the defendant on the night of October 1st, 1934. I never saw the defendant and never had a conversation with him after he left the store on the night of October 1st, 1934. I received the money from the defendant because I was afflicted with influenza at the time, and it was impossible for me to be a witness there. It was lit on the morning of the 1st of October. On that morning about 11:30 or 12:00 o'clock I got up, intending to go out for the morning paper. When I opened the door Officer O'Connell was standing outside and he walked right in; he removed his hat and club, sat down and smoked a cigar while I served him; then he took off his coat. He wanted me to shut the door and come and sit down near him, but I would not do it. He then tried to embrace me and kiss me, but I would not allow anything like that. He stayed in the place while I went out with a parcel, and I also told him I was going to get something to eat.

\$400/ on the household furniture and \$500 on the stock, and \$50. on the fixtures. The reason I made application to the man in 4th street was that Mr. Chevallier was delaying so long that I thought he had perhaps forgotten the matter. I never said to anybody that I wished for more insurance.

CROSS EXAMINATION:

The two bundles which I left at the news stand did contain several very valuable papers belonging to me and my husband. There was a deed of a lot in California; there was my husband's naturalization papers, and there was an insurance policy on the furniture in the house I had lived in in Graham Avenue in the city of Brooklyn. That is my husband's residence. There was also correspondence belonging to my husband. I believed some of those papers to be of value. I took them to the news stand for the reason that I intended on that day looking for a room in the neighborhood. I did not care about staying in that store all alone; I had money in the bank and did not need to set this place on fire to get any money. I had a valuable oil painting in this store worth two thousand dollars/ which I have not seen since. The dresses of mine that were there I have not seen since. I had also some jewelry which I have not seen since. Everything has been taken away from me. I have not seen a horse race in this country. I am not in the habit of betting on the races. The statement of the fire marshal as to his conversation with me is not true. I did not make the statement to him that I came back there at six o'clock.

The jury returned a verdict of guilty of an attempt at arson in the third degree.

Indictment filed Nov. 17-1892.

COURT OF GENERAL SESSIONS

Part III.

THE PEOPLE &c.

against

SARAH B. DYER.

Abstract of testimony on
trial, New York, December
20th, 21st, 22nd, 23rd
1892.

0219

0220

DIRECTORS.

CLINTON GILBERT,
 WILLIAM H. S. ELTING,
 QUENTIN McADAM,
 SOLOMON W. ALBRO,
 JAMES A. ROOSEVELT,
 GEORGE GORDON,
 MASON A. STONE,
 ALLEN S. APGAR,
 AUGUSTUS C. BROWN,
 WILLIAM P. DOUGLAS,
 SAMUEL W. HARRIOT,
 JAMES M. BROOKFIELD,
 WILLIAM BROOKFIELD,
 HUGH TAYLOR,
 ALEXANDER T. VAN NEST,
 JOHN L. RIKER,
 ROBERT B. SUCKLEY,
 ISAAC G. JOHNSON,
 JOSEPH P. PUELS,
 EBENEZER BAILEY.

MASON A. STONE,
President.

WALTER B. WARD, }
WILLIAM ADAMS, }
Asst. Secretaries.

Standard Fire Insurance Policy of the State of New York

EXPIRES October 22 1893
 PROPERTY WILMINGTON ST
 AM'T \$ 500 PREMIUM \$ 2.50
118 GREENWICH AVENUE

No. _____

THE GREENWICH INSURANCE COMPANY

OF THE CITY OF NEW YORK.

No. 161 BROADWAY.

(Organized in 1834.)

CAPITAL, - - - - - \$200,000.00

Mrs. Sarah Nusser

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

Enquire Chevalier
125 Clinton Place.

1 This company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for
 2 depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with
 3 material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or, if
 4 they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined, the
 5 estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy. It
 6 shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value,
 7 and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time
 8 on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be

9 This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material
 10 fact or circumstance concerning this insurance or the subject thereof; or if the interest of the insured in the property be not
 11 truly stated herein; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or
 12 the subject thereof, whether before or after a loss.

13 This entire policy, unless otherwise provided by agreement indorsed hereon or added hereto, shall be void if the in-
 14 sured now has or shall hereafter make or procure any other contract of insurance, whether valid or not, on property covered
 15 in whole or in part by this policy; or if the subject of insurance be a manufacturing establishment and it be operated in whole
 16 or in part at night later than ten o'clock, or if it cease to be operated for more than ten consecutive days; or if the hazard be
 17 increased by any means within the control or knowledge of the insured; or if mechanics be employed in building, altering, or
 18 repairing the within described premises for more than fifteen days at any one time; or if the interest of the insured be other
 19 than unconditional and sole ownership; or if the subject of insurance be a building on ground not owned by the insured in
 20 fee simple; or if the subject of insurance be personal property and be or become incumbered by a chattel mortgage; or if, with
 21 the knowledge of the insured, foreclosure proceedings be commenced or notice given of sale of any property covered by this
 22 policy by virtue of any mortgage or trust deed; or if any change, other than by the death of an insured, take place in the in-
 23 terest, title, or possession of the subject of insurance (except change of occupants without increase of hazard) whether by legal
 24 process or judgment or by voluntary act of the insured, or otherwise; or if this policy be assigned before a loss; or if illuminating
 25 gas or vapor be generated in the described building (or adjacent thereto) for use therein; or if (any usage or custom of trade or
 26 manufacture to the contrary notwithstanding) there be kept, used, or allowed on the above described premises, benzine, benzole,
 27 dynamite, ether, fireworks, gasoline, greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine
 28 or other explosives, phosphorus, or petroleum or any of its products of greater inflammability than kerosene oil of the United
 29 States standard, (which last may be used for lights and kept for sale according to law but in quantities not exceeding five barrels,
 30 provided it be drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building
 31 herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for
 32 ten days.

33 This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commo-
 34 tion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all rea-
 35 sonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring
 36 premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but
 37 liability for direct damage by lightning may be assumed by specific agreement hereon.

38 If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its contents
 39 shall immediately cease.
 40 This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of debt, money, notes, or securities;
 41 nor, unless liability is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements,
 42 jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture,
 43 tools, or property held on storage or for repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance
 44 or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise; nor
 45 for any greater proportion of the value of plate glass, frescoes, and decorations than that which this policy shall bear to the whole
 46 insurance on the building described.

47 If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract and
 48 a warranty by the insured.
 49 In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this
 50 company.

51 This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed
 52 term, provided that any increase of hazard must be made known to this company at the time of renewal or this policy shall be void.

53 This policy shall be canceled at any time at the request of the insured; or by the company by giving five days notice of
 54 such cancellation. If this policy shall be canceled as hereinbefore provided, or become void or cease, the premium having been
 55 actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the cus-
 56 tomary short rate; except that when this policy is canceled by this company by giving notice it shall retain only the *pro rata*
 57 premium.

58 If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or
 59 corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the condi-
 60 tions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such
 61 interest as shall be written upon, attached, or appended hereto.

This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, a
 62 company shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject
 63 have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or
 64 unless so written or attached.

In Witness Whereof, this company has executed and attested these presents this _____ day of _____ 18____

Mac Adams
 Secretary.

1 and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for
 2 depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with
 3 material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or, if
 4 they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined, the
 5 estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy. It
 6 shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value,
 7 and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time
 8 on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be

9 If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed,
 10 that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, shall
 11 for the ensuing five days only, cover the property so removed in the new location; if removed to more than one location, such
 12 excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears
 13 to the value in all such new locations; but this company shall not, in any case of removal, whether to one or more locations, be
 14 liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the time
 15 of fire, whether the same cover in new location or not.

16 If fire occur the insured shall give immediate notice of any loss thereby in writing to this company, protect the property
 17 from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order,
 18 make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and,
 19 within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this com-
 20 pany, signed and sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire;
 21 the interest of the insured and of all others in the property; the cash value of each item thereof and the amount of loss thereon;
 22 all incumbrances thereon; all other insurance, whether valid or not, covering any of said property; and a copy of all the descrip-
 23 tions and schedules in all policies; any changes in the title, use, occupation, location, possession, or exposures of said property
 24 since the issuing of this policy; by whom and for what purpose any building herein described and the several parts thereof were
 25 occupied at the time of fire; and shall furnish, if required, verified plans and specifications of any building, fixtures, or
 26 machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not inter-
 27 ested in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has
 28 examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary
 29 public shall certify.

30 The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property
 31 herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and,
 32 as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies
 33 thereof if originals be lost, at such reasonable place as may be designated by this company or its representative, and shall
 34 permit extracts and copies thereof to be made.

35 In the event of disagreement as to the amount of loss the same shall, as above provided, be ascertained by two competent
 36 and disinterested appraisers, the insured and this company each selecting one, and the two so chosen shall first select a competent
 37 and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and
 38 damage, and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine
 39 the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the
 40 expenses of the appraisal and umpire.

41 This company shall not be held to have waived any provision or condition of this policy or any forfeiture thereof by any
 42 requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for; and the loss
 43 shall not become payable until sixty days after the notice, ascertainment, estimate, and satisfactory proof of the loss herein
 44 required have been received by this company, including an award by appraisers when appraisal has been required.

45 This company shall not be liable under this policy for a greater proportion of any loss on the described property, or for
 46 loss by and expense of removal from premises endangered by fire, than the amount hereby insured shall bear to the whole
 47 insurance, whether valid or not, or by solvent or insolvent insurers, covering such property, and the extent of the application
 48 of the insurance under this policy or of the contribution to be made by this company in case of loss, may be provided for by
 49 agreement or condition written hereon or attached or appended hereto. Liability for re-insurance shall be as specifically agreed
 50 hereon.

51 If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or muni-
 52 cipal, this company shall, on payment of the loss, be subrogated to the extent of such payment to all right of recovery by the
 53 insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such
 54 payment.

55 No suit or action on this policy, for the recovery of any claim, shall be sustainable in any court of law or equity until after
 56 full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire.
 57 Wherever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and
 58 wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage."

59 If this policy be made by a mutual or other company having special regulations lawfully applicable to its organization,
 60 membership, policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may
 61 be written or printed upon, attached, or appended hereto.

62 Agreements, or conditions as may be indorsed hereon or added hereto, and no officer, agent, or other representative of this com-
 63 pany of agreement indorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall
 64 attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured

_____ day of _____ 18____

W. J. Miller President.

1st

Case of
Sarah B. Dyer

9th Ward

118 Greenway Avenue

Fires on 5.05-06, and 10.29 06, was on
October 31st 1892 - Sun 2000 in 02.00.

Sarah B. Dyer rented the small triangular
store in No. 118 Greenway Avenue from William
Peyton, the owner, through the housekeeper and
W. K. Peyton, ^{agent} some time before the 10th day
of October, paying on Oct. 10th one half
month's rent to Oct. 31, 1892. A day or
so after renting the place and paying the
half-month's rent, the housekeeper notified
her that she was not a desirable tenant
and proposed to ^{cancel the contract by terminating} cancel the rent. To this Mrs.
Dyer would not consent. At or about the
same time W. K. Peyton, the landlord and
agent of the owner, notified her that
she would have to leave on the 1st of
November unless she could give satisfactory
references. Failing to furnish such, she
was subsequently notified that she would
have to leave.

Such being the conditions under which the said
Mrs Sarah B. Dyer was occupying the store in

the policy found on her person when she
 first returned in her premises which in fact
 shows this to be a ~~...~~ - It
 may be remarked here that Mrs. Dyer
 does not use narcotics, cigars & tobacco -

The circumstances preceding and attending
 the fire are briefly as follows: On the
 night of Oct 30th at 12 o'clock I called
 on the 7th Precinct - went on foot - shortly
 after the noticed that some of the windows which
 were already closed on the inside by pieces
 of canvas appearing to cover and moreover
 have been additionally secured - He thought
 nothing of it at the time, as he felt that
 the woman one of the doors, and attributed
 her putting up the additional canvas
 to a desire to keep the premises secure -
 About 10 minutes after 1 o'clock I noticed the
 door to the woman's ~~...~~ in close door and
 with two persons in her arms - whether one saw
 them or not he does not know, the one immediately
 retreated into the door and the other
 not see her again that night -

At about 5 minutes after 5 o'clock in that mor-
 ning, Officer Robert F. Massey of the 7th Precinct
 noticed a glimmering light in the store - Not know-
 ing what was the matter he knocked on the
 door, and getting no response, he forced in

The door. There was no person in the store,
 but he found a small kerosene oil stove
 burning naturally, neither sending out flame
 nor smoke, standing on the sill of one of
 the 10th St. windows. In an opposite
 corner, several feet removed from the
 stove, and without any trace of fire between
 the two points, he found some rubbish and
 old articles of clothing burning in a
 corner. There was in the place with him at
 the time ~~Robert~~ ^{Robert}

- Not suspecting
 anything wrong, he ~~at once~~ ^{at once} ~~closed~~ ^{closed} the fire with
 water from the sink and then left the place,
^{by means of a door,}
 believing the door ~~was~~ ^{had} been closed. The
 other doors, ^{which} were ~~securely~~ ^{securely} locked about 10²⁰
 in the morning, were ~~open~~ ^{open} 5 hours after
 the fire first started, two young men,
 Thomas Roberts and Charles Lewis, were
 standing in front of the store, near
 the western point, when they saw ~~the~~
 independent ~~store~~ ^{store} with a ~~smoke~~
 in her ~~corner~~ ^{corner}, and ~~the~~ ^{the} ~~door~~ ^{door} ~~and~~ ^{and} ~~drove~~
 up 10th St. ~~towards~~ ^{towards} ~~the~~ ^{the} ~~store~~ ^{store}. In about
 2 minutes thereafter, they saw smoke issu-
 ing from the store, and on reaching it, having
 at the same time notified the newspaper, they
^{found} the ~~fire~~ ^{fire} burning along the eastern end of the store,
 the material burning being clothes and
 kindling ^{wood} ~~which~~ ^{which} ~~was~~ ^{was} ~~found~~ ^{found} ~~by~~ ^{by} ~~them~~ ^{them}

scattered over the floor along the wall towards
 a cot that stood in the ^{South} ~~North~~ eastern corner.
 There was also fire in a wooden box under
 a counter in close proximity to a trunk. There
 was no communication between the fire in the
 clothes on the floor and that in the box
 under the counter. The Committee was first
 extinguishing fire, as was the case with the curtain
 cutting it off from the stove. The fire was ex-
 tinguished and the stove was then taken
 possession of by the fire, rather - the property
 found on the premises was of a value not
 exceeding \$50.00 Nothing was totally destroyed
 Prior to Mrs. Dyer's leaving the stove at last
 time two young women living on the opposite
 side of the street were seen to take
 articles from beneath the counter where the
 trunk stood and to throw up in a bundle,
 which bundle they saw and took out with
 her when she left. In fact - particularly they
 corroborate the young man - as that bundle
 has not been recovered it is not known
 what it contained -

At about 7:45 a.m. that same morning, which
 was shortly before she returned to her share
 from breakfast, according to her own story, she,
 Mrs. Dyer, took to the neighborhood of Mrs. W.
 Dunn, Cor. 9th St. & 6th St., two baskets, con-
 taining papers & other articles, which she

requested him to keep for her suitcase about \$200. in the afternoon when she would call for them - These baskets have been secured. They contain correspondence and numerous ^{small} articles of no great value - The trunk that was in the closet at the time of the fire has been secured and is found, with its contents, to be of very little value -

Miss Dyer did not return to the above suite about 5:30 o'clock in the evening of the 31st. She did not show exhibit much surprise at the condition found - She asked about her insurance and produced from the pocket of her dress two other baskets and a number of papers - When questioned about her movements she said that she had gone out early in the morning to 6th Ave to breakfast; that she had not gone down town for newspapers, as usual, as she thought of giving up that sort of business; that she had returned to her State at about 5 o'clock; that she had noticed the water on the floor and the broken bottles; that she said nothing about it to anyone; that she remained in her room about 2 hours and had left again at about 10 am not talking very much with her - Her news on her remaining over all day was that she was looking for a new place - She did not say particularly where she had gone -

Joseph B. Dyer

Fri evening's Brief

Order of Proof

1. Albert F. Mason 9th Precinct -

Saw flickering light in 118 Greenwood St. at about 5:30 am. Sat 31. — Broke in door, after knocking and getting no response — Found fire burning in corner near sink — Found kerosene oil lamp burning on window sill of 13th St. window ^{Lamp burning, window sill} — Put out the fire with water from sink & closed the flame by putting soap around it — He took forward — A certain fact — The completely extinguished fire before leaving the place — Did not see defendant — No remaining wood or clothes scattered were seen where he closed the

2. Thomas Coburn — 21 E. Wash 13th St.

At about 12:20, or thereabouts, in morning of Sat 31st Sat Mrs. Joyce leave her premises 118 Wash with her — He was standing in back of the store with one Morris Lewis at the time — The boy woman remained away about a minute and a half, or thereabouts, and returned in a few minutes thereafter she came out of her store again with a bundle, looked out door, took at the point, and proceeded up 13th St. ^{after she disappeared} towards 5th Avenue — In two minutes he noticed smoke coming from the store — He and Lewis broke in, when he saw fire burning at the further

on Eastern end of store - Fire was among 2
kidding work and clothes scattered over
floor along wall towards cot - Cot first
catching fire, and also curtain closing
cot in front of store - A separate fire under
curtain was close to trunk - It, assisted by
other put into the fire - Noticed kerosene
oil stove and can with oil - Did not
see defendant - No communication between
him and floor and top of store -

4 Morris Lewis - Substantially same statement as following

4 Mrs Mary E. Smith - Substantially as following, as regards the
facts - She worked alone in Mrs. [?]
and worked back months into in Feb 18th
and was to be sent to Council arrange-
ment of returning rent - Defendant would
not work - Noticed defendant - Took
she would have to leave at end of month
Defendant kept a new suit and always
had papers for call under that morning

5 Charles Daniel Connor - Substantially
as to returning that - additional newspapers
had been hung up over window on 13th St.
Front on night of Feb 23rd - 24th - He saw the
occupant of store, a woman, come to door at
about 3 o'clock on Feb 24, with two men in her

Lander - Can be retrieved - into store & did not see her again -

6 Mary Sheppard 127 Greenwich Ave
She and Essie Kopps, who live on Greenwich Ave. opposite No. 118, saw the defendants in the morning of Dec. 21. Take articles from beneath her counter, when she heard the truck stop, having seen it there, and saw her, the defendant, do the articles up in a bundle, and then saw her leave the store with the bundle - They soon recognized the name of her was given -

7 Essie Kopps 117 Greenwich Ave
Same statement as foregoing -

8 John W. Brown 149 West 11th Str.
Keeps a warehouse on 11th St. Cor. of 5th Ave. On morning of Dec. 21, the defendants came to his place at about 7¹⁵ with two baskets - He requested him to keep them for her until about 2:30 when one would come for them - He told him that - She kept a warehouse up town, but was going to give it up - He kept the baskets until he delivered them to the asst. Fire Marshall -

9 Jacob Frank A. M. Office
Visited premises on forenoon of Dec. 21 -

did not see defendant then - Defendant left the premises - Describes turning - Patrolman in charge - Took note of contents of safe - Remained in vicinity of premises until arrival of P.M. at which time - Was in 118 Fremont St. When defendant returned - ^{said to her} - Asked her for policy - She produced it, with bank books & other papers, from her pocket - Refused then to surrender policy - Had conversation with her - Details conversation - Left with P.M., leaving patrolman still in charge - Subsequently visited premises, on next day, and caused arrest of defendant by P.M.'s direction - Took inventory of contents of safe and took away trunk & iron cabinet brought to P.M.'s office - ^{Value of property} - ^{known to defendant} - ^{in safe} -

13 Flora Marshall

Interview with defendant - Examination of premises - Nothing totally destroyed - 5 contents of trunk & value of same - Defendant - Saw -

11.12.13.

Patrolman Oshy, Leonard, Russell Patrol No. 3
Took charge of premises - Nothing disturbed or removed until inventory was taken

14

H. K. Payton 236 west 13th St.
Husband & agent of owner of premises - Interviewed with defendant - Informed her that she would be -

- 15 Eugene Chevallier - 125 Union Pl. -
Is an Insurance Broker - Received appl'n
from defendant - and secured her a policy
for \$500. from Insurance Co. - identified
policy - Date when it was received to
her - see his note for Oct. 20th, advising her
that he had the policy -
- 16 Berrie or Waring - 58 Washington Pl.
An Insurance Broker - Received appl'n
from defendant for \$1,000. insurance -
Failed to secure it -
- 17 Warren D. Colgrave 151 Broadway
for Greenwich Ins. Co. -
Is an Insurance Broker - 151 Broadway
Greenwich Ave., occupied by defendant -
Reported adversely in application in account
of small amount of property -
- 18 Louis F. Pasquet - Acterman, Deys & Williams
447 First St.
Is an Insurance Surveyor for Acterman,
Deys & Williams - Visited premises 118, Franklin
Ave., occupied by Sarah B. Dyar - Reported
adversely in appl'n, there being little prop-
erty on premises -
- 19 William Adams 151 Broadway
Am. Asst. Secretary of Greenwich Ins. Co. -
Was called on, in presence of Oct. 29th,
by defendant - She asked to have her

insurance increased from \$500. to \$1,000 -
He refused to make the increase - Defendant
then asked to have amounts on different
items changed, increasing Total on clothing
etc - Made Total change no request -
with insulating policy or alterations -

20 Occupants of dwelling named in the
indictment.

Sarah B. Byers

Order of Court

0235

EUGENE CHEVALLIER,
REAL ESTATE
AND
INSURANCE OFFICE,
125 Clinton Place,

RECEIVED
OCT 24 1892
THE GREENWICH INS. CO.

878770 500 50 2nd Clinton 1892

New York Oct. 22nd /92

To the Greenwich Ins. Co.
161 Broadway,

Gentlemen, Please

write the following work up:

Mr Sarah Dyer
118 Greenwich Avenue,
City, Cor. of 13th Street.
Fire - Household furniture,
Furniture, Cigars, Tobacco,
Cigarettes, Candies.

1 year at 50 Cts \$ 500

Respectfully,
Eugene Chevallier
125 Clinton Place

0236

Surveyor's Report--The Greenwich Insurance Co.

40/100

On the 5 story brick and Building, with 100 roof
No. 107110 Broadway Ave

Occupation, Basement,	<u>Trunk culture</u>	Front
"		Walls
" 1st floor,	<u>107110 Broadway Ave</u>	Projections
" 2d "	<u>107110 Broadway Ave</u>	Roof
" 3d "		Shutters, front
" 4th "	<u>Doc & Law</u>	" rear
" 5th "		" sides
" 6th "	<u>107110 Broadway Ave</u>	Parapet Wall
		Cornice
		Skylight
		Elevators
		Stairways
		Height
		Street

Date, Oct 25/19

0237

Police Court, 2^d District.

(1359)

City and County } ss.
of New York, }

of No. 159 East 67th Street, aged 52 years,
occupation Fire Marshal being duly sworn, deposes and says,
that on the 31st day of October 1892, at the City of New
York, in the County of New York one Sarah B. Dyer, now

present, did at or about the hour of 5 o'clock
and again at or about the hour of 10.29 o'clock
in the morning, wilfully and feloniously
set fire to a certain house known as No.
118 Greenwich Avenue or Nos. 238 ~~and 236~~
West 10th Street - situated in the Ninth
Ward of the said City of New York, the
same being a dwelling house in which
there were human beings at the time
of the said setting on fire, to wit: one
Batchler and one Dubois
in that the said Sarah B. Dyer, being a
tenant on the store floor of the said described
house, did leave her said premises early
in the morning of the day aforesaid and
that - subsequently to her ^{about 5 o'clock} leaving, a fire
was discovered by Officers Albert F. Mosas
and Daniel Clומר to be burning in her
said premises, among rubbish and paper,
at a point where there was nothing from
which a fire could have started of itself,
that said fire was put out by the aforesaid
Officers, and that at or about the hour of 10.29
o'clock, 5 hours after the first fire, and
about two minutes after the said Sarah
B. Dyer was seen to leave her said
premises carrying two bundles in her
arms, another fire was discovered to be
burning in said premises by one Thomas
Robert and one Morris Lewis; that upon
the said Robert and Lewis, ^{and one James E. Smith} forcing their
way into the said premises through an
open door, they discovered two fires burning
therein, one in a box under the counter

and near a trunk, and a second in the north east end of said premises among a quantity of kindling wood and other things that had been scattered over the floor, and near to which stood a can partially filled with kerosene oil, the same being without a cover or top - the oil was exposed to the flame.

Deponent further says that the above said Sarah B. Dyer did about herself on the aforesaid 31st day of October from a time immediately prior to 10:29 am until about 5:15 P.M. of said days and that when she reached said premises at the said time of 5:15, or thereabout she had in her person her policy of insurance, her bank books and other papers the nature of which was unknown to deponent;

That the property of the said Sarah B. Dyer contained in said premises was insured at the time of the fire in the amount of Five hundred dollars, which amount is as deponent believes, grossly in excess of the value of the said property found there.

All of which deponent alleges on information and belief, and deponent, because of the facts as alleged, prays that the said Sarah B. Dyer may be held to be dealt with according to law.

Sworn to before me,
 this 4th day of
 November 1932
 John J. Ryan

Justitice

Police Justice

POOR QUALITY ORIGINAL

0239

No. 140 New York, Oct. 15 189

Received from Mr. Sarah Fyer
the sum of \$17.50 ²⁵ for half month's rent being for rent of
for store Flat in House No. 140 ending Oct
for Month of the 31 189 in advance.
\$ 17.50 Wm. Smith Agents.

CITY AND COUNTY OF NEW YORK, ss.

POLICE COURT, 2 DISTRICT.

Sworn to before me this 17th day of 1887

of 41 East 76th Street, aged 37 years, occupation Ash Fire Marshal, that on the 15th day of November 1887 at the City of New York, in the County of New York

Jacob Frank

(now here) who was arrested upon a charge of Arson in having set to a tenement house premises no. 118 Greenwich Avenue endangering the lives of human beings in said premises, wherefore deponent prays that said defendant may be held for examination in order to enable the fire Marshal to procure sufficient evidence

Jacob Frank

Police Justice

024

Police Court, 23 District.

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Jacob Frank
Arch Ryan

AFFIDAVIT.

Dated 9/10/188

Byler Magistrate.

Officer.

Witness, 9

Disposition, _____

3000 Ex No 4-2 PM

0242

CITY AND COUNTY }
OF NEW YORK, } ss.

aged 37 years, occupation Asst. Fire Marshal of No. 109 East 67th Street, being duly sworn deposes and says, that he has heard read the foregoing affidavit of James Mitchell and that the facts stated therein on information of deponent are true of deponents' own knowledge.

Sworn to before me, this 4th day of November 1892 Jacob Frank
John Ryan
Police Justice.

0243

CITY AND COUNTY }
OF NEW YORK, } ss.

Thomas Roberts

aged *23* years, occupation *Plumber* of No.

234 West 13th

Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of *James Mitchell*

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

Sworn to before me, this

4th

Thos. Roberts

day of

August
John Ryan

18*97*

Police Justice.

0244

CITY AND COUNTY }
OF NEW YORK, } ss.

aged 36 years, occupation Mary E. Smith
Housekeeper of No. 234 West 13th
Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of James Mitchell
and that the facts stated therein on information of deponent are true of deponents' own
knowledge.

Sworn to before me, this 4th
day of November 1897 Mary E. Smith
[Signature]
Police Justice

0245

CITY AND COUNTY }
OF NEW YORK, } ss.

Albert F. Mason

aged 23 years, occupation Policeman of No.

9th Precinct Charles Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of Jas. Mitchell

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

Sworn to before me, this 4th day of November 1897 Albert F. Mason

J. M. Ryan
Police Justice.

0246

CITY AND COUNTY }
OF NEW YORK, } ss.

Daniel O'Connor

aged 31 years, occupation Policeman of No.

427 West 18th St (9th Precinct) Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of Jas. Mitchell

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

Sworn to before me, this 4th
day of November 1887

Daniel O'Connor

Tom Ryan
Police Justice

0247

Fire Department of the City of New York.

BUREAU OF FIRE MARSHAL,

(Form No. 3.)

(157 & 159 EAST 67th STREET.)

5:05 am.

10:29 am.

October 31/92

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

of No.

being duly sworn, deposes and says:

9th Ward

Subscribed and sworn to this ... day of ... 1892 before me.

- ✓ ✓ X Officer Albert F. Masan } 9th Precinct
- ✓ ✓ X Officer Daniel O'Brien } 9th Precinct
- ✓ ✓ X Officer Thomas Brennan } 9th Precinct
- ✓ X Thomas Roberts ✓ 213 W. 13th St.
- ✓ X Morris Lewis ✓ 227 W. 16th St.
- ✓ X Mrs. Mary E. Smith ✓ 234 W. 13th St.
- ✓ X Mary Sheppard } 127 Greenwich Ave.
- ✓ X Sadie Koppo } 3
- ✓ X John W. Dunn } 149 W. 11th St.
- ✓ W.K. Peyton (owner) } 236 West 13th St
- Josephine Peyton, owner " " "
- ✓ X Jacob Frank visited precincts with Fire Marshal's Office Oct 31/92
- ✓ X James Mitchell visited precincts with Fire Marshal's Office Oct 31/92
- ✓ Patrol Dayly 5:20
- ✓ " Leonard } No. 3 West 30th St.
- ✓ " Russee } 3
- ✓ X Mr. William Adams, Secretary Greenwich Ins. Co.
- ✓ X Eugene Chevalier (broker) 125 Clinton Pl.
- ✓ + Warren S. Algrove Surveyor of Greenwich Ins. Co. 161 Broadway
- ✓ ~~B. E. Wells~~ Broker 157 Broadway
- ✓ Barrion & Balsey " of 88 Washington Pl.
- ✓ + Louis F. Pasquet Surveyor Ackerman, Devo & Billiard 41 Pine St
- Chief Campbell
- Capt. M. ... } 243 West 20th St

0248

Dyer

118 Frederick Ave

Wilkes

1

7/10/1917

Wilkes

0250

Pres. of
Co. of New York, 188

No.

E. EUGENE CHEVALLIER, D.

Real Estate Agent
and
Notary Public.

INSURANCE,
125 - Canal St.
No. 106-BLEECKER STREET.

DATE.	NAME OF CO.	POLICY NO.	AMOUNT.	PREMIUM.
<i>Mar 28</i>	<i>Freemasonry</i>	<i>378220</i>	<i>500</i>	<i>2.50</i>

Received Paym.
Eugene Chevaller

0251



New York Oct. 26th 1912

Mrs. Sarah Dwyer
118, Greenwich Ave.
Madam,

I just rec^d
your policy of fire ins^{ce}
on 118 Greenwich Ave.
for \$ 500; premium
\$ 2.50

Yours respectfully,
Eugene Chevallier

0252

Fire Department of the City of New York.
BUREAU OF FIRE MARSHAL.

Form No. 3.
(157 & 159 EAST 67th STREET.)

*Per file
Case 19*

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

105-23192

No. ...
being duly sworn, deposes and says:

- In Trunk Tray*
- 1 Piece of blue and white collies (used)
- 1 Collie waist
- 3 mens shirts
- 7 Napkins
- 1 towel
- 1 muslin waist
- 1 Linen Apron
- 2 Ladies Calendars
- 2 Pr. mens cuffs
- 1 knit-ty
- 1 Yd Embroider
- 1 Pr. Fluting irons
- 1 muslin scarf
- 1 Hat
- 1 Silver & 1 Bone Waplain ring
- 1 Pr mens socks

\$500

1 Trunk

\$500

In Bottom of Trunk

2 Pr. Cotton Window Curtains		\$ 2.00
10 3/4 Gas. Linen Toweling	@ 15¢	1.65
3 Table cloths	@ 1.00	3.00
5 Shirts	@ .50	2.50
16 Towels	@ .25	4.00
6 Pillow Cases	@ .15	.90
2 Aprons		.50
1 knit-ty		.05
		<u>25.05</u>

Subscribed and sworn to, this ... day of ... 188 ... before me.

0253

CITY AND COUNTY }
OF NEW YORK, } ss.

Morris Lewis

aged *19* years, occupation *Plumber* of No.

227 West 16th

Street, being duly sworn deposes and

says, that he has heard read the foregoing affidavit of *James Mitchell*

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

Sworn to before me, this *4th* day of *November* 18*97* } *Morris Lewis*

Tom Ryan
Police Justice.

0254

Sec. 198-200.

District Police Court.

CITY AND COUNTY }
OF NEW YORK, } ss.

Sarah B. Dwyer 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 to 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.

Sarah B. Dwyer

Question. How old are you?

Answer.

32 years

Question. Where were you born?

Answer.

Ireland

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

Answer.

118 Greenwich Ave one month

Question. What is your business or profession?

Answer.

Married Woman

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
Mrs Sarah B. Dwyer*

Taken before me this _____ day of _____ 188____
[Signature]
Police Justice.

0255

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 Walter

Leffly 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, July 10 1892 John H. Ryan Police Justice.

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

Dated, _____ 189 _____ Police Justice.

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

Dated, _____ 189 _____ Police Justice.

0256

Police Court--- District. 1411

THE PEOPLE, &c.,
ON THE COMPLAINT OF

James Mitchell
Sarah B. Deane

1
2
3
4

Offense

Dated,

Nov 14th

189

Ryan

Magistrate.

Breman

Officer.

Precinct.

Witnesses

Joseph Frank

No. 141 East 6th Street.

Thomas Roberts

No. 234 W. 13th Street.

May E. Smith

No. 234 W. 13th Street.

Good

Nov 14th - 2 P.M.

BAILED,

No. 1, by.....

Residence..... Street.

No. 2, by.....

Residence..... Street.

No. 3, by.....

Residence..... Street.

No. 4, by.....

Residence..... Street.

Witnesses

Albert J. Mason
9th Precinct Police

Daniel Connor
427 W. 16th St.

Thomas Lewis
227 W. 16th St.

0257

EDW. M. BERRIEN.

JOS. B. HALSEY.

BERRIEN & HALSEY,
REAL ESTATE AND INSURANCE,

OFFICE, NO. 88 WASHINGTON PLACE,
Near Sixth Avenue.

UPTOWN OFFICE, 1751 MADISON AVENUE.

HOUSES RENTED. RENTS COLLECTED.

Loans obtained on Bond and Mortgage.

New York Jan 22 1892
W Crocker & Co
New York

Send us folday -

Mrs James B. Dyer
118 Greenwich Avenue
\$500 stock & charges -
\$100 &
\$500 in household furn.

BERRIEN & HALSEY

Men B & H:

The above look I
Crocker and I would rather not
do anything further unless you
know it is all right. No more.

0258

Send Shipping Directions with order.

New York, Oct 8th 1892.

Messrs. *Lyons*.

Bought of **L. A. BROOKS,**
WHOLESALE CONFECTIONER,
Terms Cash. *C. C. D.* 389 CANAL STREET.

1	Thin sticks.	20
1	French mix.	65
1	French mix.	30
1	Superior "	65
1	Anchor ear.	50
1	Fruit chips.	45
1	Wafers.	50
1	Cream tarts.	45
1	York cherries.	45
		<u>465</u>

Received for payment of *L. A. B.*

0259

Oct 7 1892

Mrs Dyer. 118. Greenwich ^{av}

BOUGHT OF J. H. Wainwright

TERMS: 607 Hudson street

1. Counter .. \$ 3 ⁰⁰/₁₀₀

C. O. D.

J. H. Wainwright

2. O. Clock

750 0000

1000 0000

5000 0000

0260



0261

**POOR QUALITY
ORIGINAL**

received from Bowen
the sum of 40 lbs for
3 keys to be returned when
the keys are returned.
Wm. Smith

0263

New York, Oct 8th 1892

Mrs Deyn 118 Greenwich Ave



Hyman Morris,

Manufacturer of Fine Segars.

Wholesale and Retail.

362 CANAL STREET.

1 Box Royal Belle	1.50
1 Box W th Segars	1.00
1/2 Box Assorted Cigs	1.00
1# Tobacco	.30
	<hr/>
	\$4.30
	<i>Paid</i>
	<i>[Signature]</i>

0264

MEMORANDUM.

To *Wm. C. Mills &*
151 Broadway
N.Y.C.

ACKERMAN, DEYO & HILLIARD,
INSURANCE AGENTS,
41 & 43 PINE STREET,

NEW YORK, *Oct 28* 1892

Dear Sir:

Our surveyor reports that since
June 18th your office has insured us for
only about 5000 worth of value to insure
and we must in that contingency be to
decline the line of 10000 recently offered
to us

Yours truly
A. C. Maudsley & Hilliard
Agents

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Sarah B. Dyer

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

Sarah B. Dyer

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

The said Sarah B. Dyer,

late of the Ninth Ward of the City of New York, in the County of New York aforesaid, on the first day of October, in the year of our Lord one thousand eight hundred and ninety--two, at the Ward, City and County aforesaid, with force and arms, in the day time of the said day, a certain dwelling-house of one John J. ... there situate, there being then and there within the said dwelling-house, some human being, feloniously, wilfully and maliciously did set on fire and burn, 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

Sarah B. Dyer

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

The said Sarah B. Dyer,

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, in the day time of the said day, a certain dwelling-house of one Daniel ... there situate, there being then and there within the said dwelling-house, some human being, feloniously, wilfully and maliciously did set on fire and burn, 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.

DE LANCEY NICOLL, District Attorney.