

0158

**BOX:**

501

**FOLDER:**

4568

**DESCRIPTION:**

Dowling, John J.

**DATE:**

11/21/92



4568

Witnesses:

*Go R. Leland*

Counsel,

Filed, 21 day of Mar 1892

Pleas, *Myself vs*

THE PEOPLE

vs.

*B*  
*John J. Dowling*

*Transferred to the Court of Sessions for trial and final disposition*

Part 2.....13

VIOLATION OF THE EXCISE LAW.  
Selling, etc., on Sunday.  
[Chap. 401, Laws of 1892, § 33.]

DE LANCEY NICOLL

District Attorney.

A TRUE BILL.

*John E. Sullivan*

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

*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 *28<sup>th</sup>* day of *August* 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

*George P. Clark*  
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

0162

Witnesses:

*Off Murney 11<sup>th</sup>*

Counsel,

Filed

Pleads,

*16* day of *Nov* 189

THE PEOPLE

vs.

*George Doyle*

*Burglary in the Third Degree.*  
[Section 498, no 2, 1890]

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

*John E. Jordan*

Foreman.

*James P. Dunne*  
*Nov 17/97*

Police Court— 3 District.City and County } ss.:  
of New York, }John Schwartz  
of No. 96 East Houston Street, aged 35 years  
occupation Baker being duly sworndeposes and says, that the premises No. 96 East Houston Street, 17<sup>th</sup> Ward  
in the City and County aforesaid the said being a dwelling house, cellar 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 namewere BURGLARIOUSLY entered by means of forcibly breaking the  
hasp and removing the pad-lock which  
fastened the door leading to the cellar and  
breaking the fastenings on a compartment in  
the cellar  
on the 9<sup>th</sup> 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 dollarsthe 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 cellar was securely locked and  
said compartment was also securely locked  
with a pad-lock and said property  
was in the compartment. Deponent found  
the cellar 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. Deponent is informed by William J. Mooney (now here) a police officer that he found a tricycle in the defendants' possession which deponent has since seen and ~~has~~ identified as his property stolen as aforesaid.

Sworn to before me by John J. Mooney  
this 10<sup>th</sup> November, 1892

*[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 be admitted to bail in the sum of  
Hundred Dollars and be committed to the Warden and Keeper of the City Prison  
of the City of New York, until he give such bail.  
Dated 1888  
Police Justice.  
I have admitted the above named  
to bail to answer by the undertaking hereunto annexed.  
Dated 1888  
Police Justice.  
There being no sufficient cause to believe the within named  
guilty of the offence within mentioned, I order he to be discharged.  
Dated 1888  
Police Justice.

Police Court, District.

THE PEOPLE, &c.,  
on the complaint of

vs.

1  
2  
3  
4

Offence—BURGLARY.

Dated 1888

Magistrate.

Officer.

Clerk.

Witnesses.

No. Street.

No. Street.

No. Street.

\$ to answer General Sessions.

0165

Sec. 198-200.

CITY AND COUNTY OF NEW YORK, ss:

3 District Police Court.

*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-shoe*

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* 189*2*

Police Justice.

0166

CITY AND COUNTY }  
OF NEW YORK, } ss.

1921

aged 36 years, occupation Police officer of No. 11th Recruit 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 10<sup>th</sup> day of November 1899

William J. Mooney

[Signature]  
Police Justice.

0 167

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

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

Dated, Nov 10 1892 [Signature] Police Justice.

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

Dated, 189 2 [Signature] 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 2 [Signature] Police Justice.

Police Court,

1413  
District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

*John Schwartz*  
*76 E Houston*  
*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*  
*Mooney & Smith*

Magistrate.

Officer.

Precinct

Witnesses

*Call Mooney*

No

*11<sup>th</sup> Precinct*

Street.

No.

Street.

No.

Street.

\$ *1000* to answer *983*

*Paid*  
*P.I.*

**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*

of the goods, chattels and personal property of one

in the

*John Schwarz*  
*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.

*Reubeney 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

Witnesses:

*Off. Cartell*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

261

Counsel,

Filed, *23<sup>rd</sup>* day of *Nov* 189*2*

Pleads,

*Wm. H. H. H.*

THE PEOPLE

vs.

*B*

*Thomas Doyle*

VIOLATION OF THE EXCISE LAW.  
[Chap. 401, Laws of 1892, § 82].  
Selling, etc., on Sunday.

*I hereby certify that the foregoing is a true and correct copy of the original filed in my office.*  
*Wm. H. H. H.*  
*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 *11<sup>th</sup>*  
day of *September* 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 spiritu-  
ous 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28.

Counsel,

Filed, 25th day of Nov 1892

Pleaded: *Magally 27*

THE PEOPLE

vs.

7

*Garnet Duncan*

VIOLATION OF THE EXCISE LAW.  
[Chap. 401, Laws of 1892, § 83].  
Selling, etc., on Sunday.

*Record in the Court of Sessions  
Book 100, p. 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000*

*Filed 11/24/1893*

DE LANCEY NICOLL

District Attorney.

A TRUE BILL.

*John. C. Follen*

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 Dunder*

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

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

The said

*Ernest Dunder*

late of the City of New York, in the County of New York aforesaid, on the 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~~ *1.3 1/4*

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 Dunder* OFFERING AND EXPOSING FOR SALE ON SUNDAY STRONG AND SPIRITUOUS LIQUORS, WINES, ALE AND BEER, committed as follows:

The said

*Ernest Dunder*

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

Ray A. Jackson  
for Manager

Counsel,

Filed 10 day of July 1899

Pleads, *Not Guilty*

THE PEOPLE

138

William Dwyer

William Sweetser

1014 and  
Lawrence O'Soul

DE LANCEY NICOLL.

District Attorney

*District Attorney.*  
 P. 13. Dec 1892  
 H. 2. ...

## A TRUE BILL

John. E. P. Wilson

Feb 9 - Dec. 8, 1892.

*Foreman*

Box 1 and 3 Head Crane  
Carrying 2nd Engine

No 3 Ee Eef 3

Nov. 3<sup>rd</sup> 6<sup>th</sup> 1921  
Dec. 23/92

0182

Police Court

1<sup>st</sup> District.

Affidavit—Larceny.

City and County }  
of New York, } ss:

of No. 40 Greasy Street, aged 31 years,  
occupation Truckman 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  
clothing  
goods valued at the  
sum of dollars  
8 00  
100 100

the property of Messrs Hammerstange Brothers  
and in the care and custody of  
deponent

and that this deponent  
has a probable cause to suspect, and does suspect, that the said property was feloni-  
ously taken, stolen and carried away by William Sawyer

William Sweeney and Lawrence O'Toole  
(all now here) who were acting in concert  
for the purpose following to wit:  
on the said date the said case  
was on the sidewalk in front of  
on Greasy <sup>Street</sup> about to be shipped by de-  
ponent. Deponent saw the defendants  
Sawyer and O'Toole take said case from  
said truck and place it on a truck  
of which truck the defendant Sweeney  
was in charge. Deponent says that  
the defendant Sweeney was with the  
defendants Sawyer and O'Toole when  
they were stealing said case.

Benj<sup>a</sup> Jackson

Sworn to before me, this 21 day of November 1892

of William Sawyer Police Justice.

0 183

Sec. 198—200.

1882  
District Police Court.

City and County of New York, ss:

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

Question. What is your name?

Answer.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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

Answer.

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

Police Justice.

0184

Sec. 198-200.

1882  
District Police Court.

City and County of New York, ss:

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

Question. What is your name?

Answer.

Question. How old are you?

Answer.

Question. Where were you born?

Answer.

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

Answer.

Question. What is your business or profession?

Answer.

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

Answer.

*Lawrence G. Toole*

Taken before me this \_\_\_\_\_  
day of \_\_\_\_\_ 189 \_\_\_\_\_

Police Justice.

0185

Sec. 198—200.

City and County of New York, ss:

District Police Court. 1882

*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.

*320 Henry St. 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  
day of *January* 1892

Police Justice.

0 186

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 to  
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, March 22 189 W. M. Smith Police Justice.

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

Dated, Mar 27 189 W. M. Smith 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.

The presiding magistrate  
is authorized to hear and  
determine this case in the  
absence of the defendant.

*M. J. Hardy*  
Police Judge.

BAILED,

No. 1, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.

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

No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.

No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_ Street.

Police Court---

1475  
1884 District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

*Ray A. Jackson*  
*Wm. W. Wynn*  
*Wm. W. Wynn*  
*Lawrence D. Wynn*

Dated, *May 21* 189 *2*

*Hardy* Magistrate.  
*Hanigan* Officer.  
Precinct.

Witnesses *L. F. McGowan*  
*G. Mills & Gibbs 464* Street.

No. \_\_\_\_\_ Street.

No. \_\_\_\_\_ Street.

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

*Wm. W. Wynn*

*\$1000. G. Wynn Wm. W. Wynn*

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  
clothes of the value of twenty cents  
each piece, a quantity of trimmings  
(a more particular description  
whereof is to the Grand Jury afore-  
said 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 & Lawrence J. O'Toole*  
of the CRIME OF CRIMINALLY RECEIVING STOLEN PROPERTY, committed as follows:

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

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

unlawfully and unjustly did feloniously receive and have; the said

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

Witnesses:

James Mitchell  
Offr. Mason 9<sup>th</sup>  
Offr. Runnau 9<sup>th</sup>  
Thos. Robinson 234 W. 13<sup>th</sup>

Counsel,

Filed

Pleats,

THE PEOPLE

vs.

F

Sarah B. Dyer

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

DE LANCEY NICOLL,

District Attorney.

A TRUE BILL.

John E. Sullivan

Foreman.

Deputy

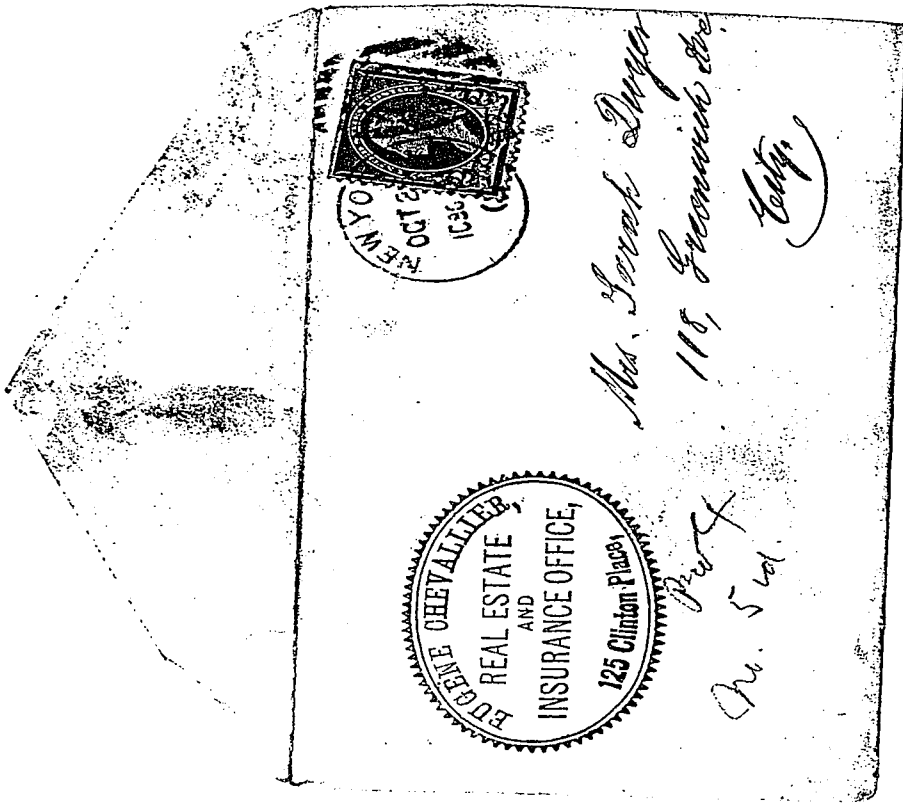
Find of guilty of  
an attempt to  
kill

Indicted  
Pen. 245 & 1 no jury  
Jan. 24/93 PS. M. L.

128

189

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

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(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 Prec. 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

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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.

*Off Bureau*

Order of Proof.

Albert F. Mason, 9th Precinct.

*Examination*

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.

*Examination*

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

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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

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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.

*Current*  
SADIE HOPPS, 127 Greenwich Avenue.

*Abert*  
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.

*Examiner*  
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-

(4)

ing patrolman still 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.

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 & Milliard -- 41 Pine St

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  
The People of the State of New York, : Before Hon. Randolph  
: 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 Grenewich 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 probably 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 visited his club. I did not meet the defendant on the street on that night. I know the defendant is a man with a beard. When I went to the West 14th Street door and looked in I saw a flickering of light on the ceiling. When I got inside I saw a man, a woman and a child. The man was looking at the fire; the woman like him or cotton. I saw some papers burning also. I did not discover any smell of sulphur burning. I do not believe the oil stove is now used.

THOMAS H. BROWN, a witness for the People, sworn, testified:

I live at No. 334 West 132d St. I know the premises 118 Greenwich Avenue. On the evening of the 31st of October, between 10 and 11 o'clock, I was sitting on the corner with Morris Morris. I saw the defendant go out of her door with a bundle in her hand. This was from 5 to 5 minutes before the fire. A man walked up the street the same time, but I do not know whether he 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 34th 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 8 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 Time War Club's people about this case. The woman stayed away only two or three minutes before she returned and got the bundle. I saw 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.

WILLIAM L. WILSON, 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 J. J. J. J. J., a witness for the People, sworn, testified:

I live at 127 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 bag and went on. 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 before 10 o'clock, she was either sitting 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 354 West 13th 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 cot, 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 that store in my judgment would be about \$10. Between 10 and 11 o'clock on the 31st of October the 12 West 13th St. bell, 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's floor 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 asked her to return me the receipt. I was the only person in the store putting out the fire. I knew 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.

WILLIAM K. PHILLIPS, a witness for the People, sworn, testified:

I reside at the Hotel Bonox, corner of 15th Street and 5th Ave. My wife is the owner of the premises 133 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 Hall 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 endeavor to get the receipt back and return the woman her money. She afterwards informed me that the woman would not do. 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.

JOSEPH P. BIRRE, a witness for the People, sworn, testified:

I am Captain of Engine Co. 12. 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 smouldering 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 chips of wood lying upon the floor. I did not see any woman there in the store.

SADIE MORRIS, a witness for the People, sworn, testified:

On the 1st of last October I lived at 127 Greenwich Avenue. Mary Shepherd is my sister. On that morning between 12 and 1 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 CHERVABLEER, 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 112 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. She 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.

*J. A. Cobb* J. A. Cobb, a witness for the People, sworn, testified:

I am an assistant to the Fire Marshal. I went to the premises 112 Greenwich Avenue at half past 11 o'clock on the morning of the 31st of October. I found the floor near the right of the front burned; I also saw burning under the counter. There was no connection between those two places of burning. I saw a piece of a piece of the realty which was burned. The fire started in the store during the afternoon; I saw a woman was assured and she said yes. She had a police officer call her back book. Mr. Mitchell came there to see her 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 there. I found 37 cigars, 21 packages of tobacco, 30 packages of cigarettes, 10 papers of tobacco, 10 boxes of earlier matches, 17 candles, 20 sticks of candy, three pounds of candy boxes, some marbles, 5 lbs. of mixed candy, 3 lbs. of a woman's candy, 7 American flags, 1 counter, 1 card of the day, a pine table, a walnut leaf table, 4 oak chairs, 5 or 6 iron chairs and trunk.

GROSS EXAMINATION.

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 whatever 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 tell the defendant there had been a fire there, there were enough indications for her to know that the place had been on fire.

JAMES MITCHELL, recalled:

I went to the place 1110 1/2 Union Avenue at 20 minutes after 8 o'clock on the 11th of October. I saw the cot; the cover 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 register. I said "Do you know anything about these fires?" She said she did not, that she had gone out at breakfast at 8 o'clock in the morning, that she returned to the place at 8 o'clock; that when she went back she found there was water on the floor in the rear of the sink, and she looked in the 1st Street door and saw it broken; that she had remained until 10 o'clock and then came 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 flating irons, 1 muslin scarf, 1 silver and one bone napkin-ring, 3 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. BROWN, 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 keep a bundle named Dunce on Sixth Ave., I would get the bundle. I went there and got the two bundles which were produced in court. On the way to the stationhouse the defendant offered me \$5 to let her go; I refused; then she offered me \$5 to let her go, promising to appear in court in the morning; I declined to do that.

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

I am a fire patrolman. On the 1st 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

15

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

RECEIVED BY THE DIRECTOR, FBI, WASHINGTON, D.C.,  
JAN 10 1961  
TO STAFF:

to at 10:10. I saw no indication of a sink. I saw a small oil stove in the sink, with a couple of inches of water.

10104: [REDACTED] I RE-

101101:  
I was member of insurance patrol No. 3. I re-  
lieved patrolman Leonard at 3 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 come to pur-  
chase anything at the time. 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  
curtain sketches, across the place while I was there.





\$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.

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COURT OF GENERAL SESSIONS

Part III.

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THE PEOPLE &c.

against

SARAH B. DYER.

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

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02 19

0220

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

Engene Chevallier  
125 Clinton, Place.

0221

© No. 328220

STOCK COMPANY

**THE GREENWICH INSURANCE COMPANY**

OF THE CITY OF NEW YORK

Does Insure John. Graham. New for the term of Twelve  
from the Monday day of October 1892; at noon, to the Monday day of October 1893; at noon,  
against all direct loss or damage by fire, except as hereinafter provided,

To an amount not exceeding Five hundred and 20/100 Dollars,  
to the following described property while located and contained as described herein, and not elsewhere, to wit:

\$ 400 On Household Furniture, useful and ornamental, Beds, Bedding, Linen, Wearing Apparel, Plate, Plated Ware, Printed Books, <sup>dry</sup> family stores.  
\$ 50 In stock of tobacco & cigars  
\$ 50 In store. Furniture and fixtures contained in the five story brick tenement located building occupied as hotel and exclusively as a dwelling above the grade floor. Estimate No 148.

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; and, the amount of loss or damage having been thus determined, the  
4 estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy. It  
5 shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value,  
6 on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be

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

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

31 This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commo-  
32 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-  
33 sonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring  
34 premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but  
35 liability for direct damage by lightning may be assumed by specific agreement hereon.

36 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  
37 shall immediately cease.

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

45 If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract and  
46 a warranty by the insured.

47 In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this  
48 company.

49 This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed  
50 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.

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

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

In Witness Whereof, this company has executed and attested these presents this Twenty-First

*Mac Adams*  
Secretary.

1 If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed,  
2 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  
3 for the ensuing five days only, cover the property so removed in the new location; if removed to more than one location, such  
4 excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears  
5 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  
6 liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the time  
of fire, whether the same cover in new location or not.

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

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

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

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

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

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

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  
full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire.  
Wherever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and  
wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage."

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

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

day of March 1891

*W. F. Mue* President.

1st

1

Case of  
Sarah B. Dyer

vs

9<sup>th</sup> Ward

118 Greenman Avenue

Fires at 5.00-00. and 10.25 00. and in  
October 31st 1892 - Sun 2000 at 02.00.

Sarah B. Dyer rented the small triangular  
store in No. 118 Greenman Avenue from William  
Payton, the owner, through the housekeeper and  
W. K. Payton, <sup>agent</sup> some time before the 10<sup>th</sup> day  
of October, paying on Oct 10<sup>th</sup> one half  
month's rent to Oct 31, 1892. A day or  
so after paying the same and paying the  
half-month's rent, the housekeeper notified  
her that she was not a desirable tenant  
and proposed to <sup>discontinue</sup> ~~cancel~~ the rent. To this Mrs  
Dyer would not consent. At or about the  
same time W. K. Payton, the husband and  
agent of the owner, notified her that  
she would have to leave on the 1<sup>st</sup> 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 Ave., she did on or about the 22<sup>nd</sup> day  
 of October apply for \$1,000. insurance through  
 Parrain and Bailey, 1280 Washington St., and  
 at or about the same time she applied for \$500.  
 on the same property contained in the 118 Green-  
 wich Ave., ~~the same~~ <sup>the same</sup> ~~in the name of~~ <sup>in the name of</sup> No.  
 125 Clinton Place. The larger sum was refused  
 by two companies but a policy for the smaller  
 sum was issued by the Greenwich Ins. Co.,  
 the policy being dated Oct. 22<sup>nd</sup> 1922. This policy  
 did not reach the hands of Miss Dyer  
 until the 22<sup>nd</sup> day of October, or later.  
 The reason advanced by the companies for  
 refusing to issue the policies for the larger  
 amount was that <sup>the amount of the sum was</sup> ~~the amount of the sum was~~  
 insufficient value to justify their doing so.  
 On the morning of Thursday Oct. 26<sup>th</sup> 1922  
 Miss Dyer went to the office of the  
 Parrain and Bailey, with her policy,  
 and the latter company, after viewing the same,  
 requested her to increase the amount  
 of her insurance to \$1,000. Upon her refusal  
 to do so, she then asked to have the amount  
 covering the above items charged, retaining  
 the amount in cash and preserved her &  
 futures from \$150.00 down to \$50.00 and increasing  
 the amount on clothing from \$200.00 to \$400.00.  
 That afternoon she concluded to make, and

the policy formed in her person when she  
first entered in her parents' school and the  
above this is the result - if  
any of the children were to - they say  
it is not the same as the others -

[illegible]

At about 5 minutes after 5 o'clock in that morn-  
ing, I saw a colored F. Musser enter of the Precinct  
noticed a glimmering light in the door - 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 stove,  
But he found a small kerosene oil stove  
burning naturally, neither sending out flame  
nor smoke, standing on the sill of one of  
the 18<sup>th</sup> 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 Higginson. - Not suspecting  
anything wrong, he opened the fire with  
wooden tongs, and then left the place,  
leaving the door open. - The other doors, which were usually locked about 10<sup>30</sup>  
in the morning, were thrown open after  
the fire had started, two hours later,  
James Roberts and Charles Lewis were  
standing in front of the stove, near  
the western porch, when they saw the  
biggest smoke from the stove with a flame  
in the corner, took the lamp and moved  
up 18<sup>th</sup> St. towards 19<sup>th</sup> St. - It took  
2 minutes thereafter, they saw smoke issu-  
ing from the stove, and in rushing in, having  
at the same time notified the housekeeper, they  
were turning along the eastern end of the stove,  
the material burning, being clothes and  
kinds of wood, of which a large quantity

scattered over the floor along the wall towards a cot that stood in the <sup>South</sup> 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 not catching fire, as was the cot and the curtain cutting it off from the floor. The fire was extinguished and the door 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 home at last and two young women living in the opposite side of the street with her, saw her take articles from beneath the counter where the trunk stood and as there was a bundle, which bundle they saw her take out with her when she left. In that particular they corroborate the young man - as that bundle has not been recovered it is not known what it contained -

At about 7<sup>th</sup> of 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 newspaper of Mrs. W. Dunn, Cox 9<sup>th</sup> St. & 6<sup>th</sup> St. W., two baskets, containing papers & other articles, which she

requested him to keep for her suitcase about 6  
2 oc. in the afternoon when she would  
call for them - These baskets have been secured.  
They contain correspondence and numerous <sup>small</sup>  
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 other suite  
about 5:30 o'clock in the evening of the 31<sup>st</sup>  
She did not then exhibit much surprise  
at the condition found - She asked about  
her insurance and produced from her  
pocket of her dress two other suitcases  
and a number of papers - When questioned  
about her movements she said that she  
had gone out early in the morning to 6<sup>th</sup>  
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 noticed the water on  
the floor and the broken bottle; had said  
nothing about it to anyone; had remained  
in her room about 2 hours and had left again  
at about 10 am not taking any package  
with her - Her news on her remaining was  
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 Brief

## Order of Proof

### 1. Albert F. Mason 9<sup>th</sup> Precinct -

Saw flickering light in 118 Greenwood St. at about 5:30 am. Oct 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 13<sup>th</sup> St. window. <sup>Lamp burning, not lit.</sup> Put out the fire with water from sink & closed the flame by putting drop toward it. — He took forward — Is certain that the completely extinguished fire before leaving the place — did not see defendant — No remaining wood or clothes scattered near where he closed flame.

### 2. Thomas Robins — 212 West 13<sup>th</sup> St.

At about 12:20, or thereabouts, in morning of Oct 31<sup>st</sup> and Mrs. Dyer leave her premises for 118 West 11<sup>th</sup> St. as he was standing in back of the store with one Morris Lewis at the time — The Dyer 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 13<sup>th</sup> St. toward 5<sup>th</sup> Avenue — In <sup>after she disappeared</sup> 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 risk  
catching fire, and also curtain closing  
cot in front of store - A separate fire under  
cabinet and close to trunk - He, assisted by  
others put out the fire - Noticed kerosene  
oil stove under case with oil - Did not  
see defendant - No communication between  
him on floor and top of store -

3. Morris Lewis - 2nd floor 1st door  
Substantially same statement as following -

4. Mrs Mary E. Smith - 2nd floor 1st door  
Substantially as foregoing, as to what she  
saw - She went alone to Mrs. Ryan's  
and worked back - Months later in Feb 18th  
she was told to cancel arrange-  
ment of returning rent - Defendant would  
not agree - Noticed defendant took the  
she would have to leave at end of month -  
Defendant kept a new suit and always  
had papers for cash under top - morning -

5. Charles Daniel Brown - 2nd floor 1st door  
As to returning rent - additional newspapers  
had been hung up over window on 13th St.  
Front on night of Feb 30th - 1898 - He saw the  
occupant of store, a woman, come to door at  
about 3 o'clock on Feb 3d, with two men in her  
company.

Lander-Land her witness - who store & did not see her again -

- 6 Mary Sheppard 127 Greenwich Ave.  
She and Carrie Kopps, who live on Greenwich Ave. opposite No. 118, saw the defendants in the morning of Dec. 31. Take articles from beneath her carrier, where she used to keep food, 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 suspected the alarm of fire was given -

- 7 Carrie Kopps 118, Greenwich Ave.  
Carrie Sheppard - as foregoing -

- 8 John W. Dunn 149 West 11<sup>th</sup> St.  
Keeps a warehouse on W. 11<sup>th</sup> St. Cor. of 5<sup>th</sup> Ave. On morning of Dec. 31. the defendants came to his place at about 7<sup>15</sup> with two baskets - He requested him to keep them for her until about 2 o'clock 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 Marshal -

- 9 Jacob Frank H. Mo. Office.  
Visited premises on forenoon of Dec. 31<sup>st</sup> -

Did not see defendant then - Again met <sup>at</sup> the premises - Describes turning - Patrolman in charge - Took note of contents of safe - Kamania in vicinity of premises until arrival of F. M. at which 9:30 P.M. - F. M. in 118 Michigan St. When defendant re- turned - <sup>Sister of F. M.</sup> Asked her for policy - She showed it with bank - took a number of papers, from her pocket - Refused then to surrender policy - Had conversation with her - Detail cover- station - Left with F. M., leaving patrolman still in charge - Subsequently visited premises, on next day, made a search arrest of defendant by F. M.'s direction - Took inven- tory of contents of safe and took away trunk & box contents brought to F. M.'s office - Police report there attached

Interview with ~~Richard~~ ~~James~~ ~~James~~  
~~James~~ ~~James~~ ~~James~~ ~~James~~ ~~James~~  
 is contacts of ~~James~~ ~~James~~ ~~James~~ ~~James~~ ~~James~~

11. 12. 13.

Paterson July 20<sup>th</sup> 1888, Russell Lake No. 3  
Best change of season - nothing  
disturbed & at noon a white ibis was  
seen.

14 H. K. Taylor 236 west 134<sup>th</sup> St.

Husband & Agent of owner of premises -  
Interview with defendant - Justice gave  
that she would like to see

15 Eugene Chevallier - 125 Clinton Pl. -

Is an Insurance Broker - Received appln from defendant - and secured her a policy for \$500. The Insurance Co. identified policy - Date when it was delivered to her - see his note of Oct. 25<sup>th</sup>, advising her that he had the policy -

16 Bessie A. Koenig - 58 Washington Pl.

Is Insurance Broker - Received appln from defendant for \$500. Insurance - Failed to secure it -

17 Warren O. Colgrave

151 Broadway  
for Greenwich Ins. Co.

Is an Insurance Broker - Occupies 151 Broadway, Greenwich Ave., occupied by defendant - Reported adversely in application in account of small amount of property -

18 Louis F. Pasquet - Ackerman, Deys & Billings  
147 Pine St.

Is an Insurance Surveyor for Ackerman, Deys & Billings - Visited premises 118, Greene Ave., occupied by Sarah B. Dyar - Reported adversely in appln, there being little property on premises -

19 William Adams 151 Broadway

Am. Asst. Secretary of Greenwich Ins. Co. - Was called on, in presence of Oct. 29<sup>th</sup>, by defendant - She asked to hear her

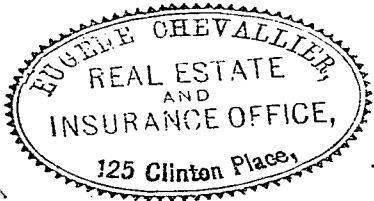
insurance increased from \$500. to \$1,000 -  
 He refused to make the increase - Defendant  
 then asked to have amounts on different  
 items changed, increasing Total on clothing  
 etc - Made Total change as requested -  
 with inserting policy & attachments -

20 Occupants of dwelling named in the  
 indictment

Sarah B. Oyer

Order of Court

0235



New York Oct. 22<sup>nd</sup> 1892

To the Greenwich Ins. Co.  
161, Broadway.

Gentlemen, Please

write the following work, viz:

Mr Sarah Dyer  
118 Greenwich Avenue,  
City, Cor. of 13<sup>th</sup> Street.  
Fire - Household furniture,  
Furniture, Cigars, Tobacco,  
Cigarettes, Canned.  
1 year at 50 Cts \$ 500

Respectfully  
Eugene Chevallier  
125 Clinton Place

898770 500 50 23 Clinton 1892 1992

0236

# Surveyor's Report--The Greenwich Insurance Co.

On the 5 story brick and wood Building, with flat roof  
 No. 10711 Broadway Ave

Occupation, Basement, Trunk Room

" 1st floor, 1st floor

" 2d "

" 3d "

" 4th "

" 5th "

" 6th "

Front

Walls

Projections

Roof

Shutters, front

" rear

" sides

Parapet Wall

Cornice

Skylight

Elevators

Stairways

Height

Street

Date, Oct 25/12

0237

Police Court, 2<sup>d</sup> District.

(1359)

City and County } ss.  
of New York,

of No. 159 East 67<sup>th</sup> Street, aged 52 years,  
 occupation Fire Marshall being duly sworn, deposes and says,  
 that on the 31<sup>st</sup> 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 No. 238 ~~and 236~~  
 West 10<sup>th</sup> 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  
 Batchelor and one Dubois  
 in that the said Sarah B. Dyer, being a  
 tenant in 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 so leaving, a fire  
 was discovered by Officers Albert F. Moser  
 and Daniel Cloninger 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  
 Roberts and one Morris Lewis. That upon  
 the said Roberts and Lewis, <sup>and one Henry E. Smith</sup> forcing their  
 way into the said premises through an  
 locked 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 ~~old~~ <sup>other</sup> ~~that~~ had been scattered on the floor, and near to which stood a can partially filled with kerosene oil, the same being without a cover so that the oil was exposed to the flame.

Dependent further says that the above said Sarah B. Dyer did start herself on the aforesaid 31<sup>st</sup> 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 4<sup>th</sup> day of  
November 1932  
John J. Ryan

Justified

Police Justice

POOR QUALITY  
ORIGINAL

0239

No. 140

New York, Oct. 15<sup>th</sup> 189

Received from Mr. Sarah Fyer

the sum of \$117.50 <sup>25</sup> for half month's rent being for rent of

for store Flat in House No. 140 ending Oct

for Month of the 31<sup>st</sup> 18 in advance.

\$

Wm. Smith  
Agents.

0240

CITY AND COUNTY OF NEW YORK, ss.

POLICE COURT,

DISTRICT.

of 41 East 76th Street, aged 37 years,  
 occupation Asst Fire Marshal, duly sworn deposes and says,  
 that on the 15 day of November 1888  
 at the City of New York, in the County of New York.

John Doe (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

Sworn to before me this

of

1888

(day)

Police Justice.

024

Police Court, 923 District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

Jacob Frank  
Arch Rye

AFFIDAVIT.

Dated

188

Bylan Magistrate.

Officer.

Witness,

Disposition,

3000 Ex Nov 4-2 PM

0242

CITY AND COUNTY }  
OF NEW YORK, } ss.

aged 37 years, occupation Jacob Frank  
Asst. Fire Marshal of No.  
109 East 67<sup>th</sup> 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

day of

1892

Police Justice.

0243

CITY AND COUNTY }  
OF NEW YORK, } ss.

*Thomas Roberts*

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

*234 West 13<sup>th</sup>*

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

*4<sup>th</sup>*

day of

*March*

*1887*

*Thos. Roberts*

*Sam Ryan*  
Police Justice.

0244

CITY AND COUNTY }  
OF NEW YORK, } ss.

aged 36 years, occupation Mary E. Smith  
234 West 13<sup>th</sup> of No. Homekeeper  
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 4<sup>th</sup>  
day of November 1897 Mary E. Smith  
[Signature]  
Police Justice

0245

CITY AND COUNTY }  
OF NEW YORK, } ss.

aged 23 years, occupation Albert F. Mason 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

John 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 1891 *Daniel O'Connor*

*John Ryan*  
Police Justice

Fire Department of the City of New York.

BUREAU OF FIRE MARSHAL.

(Form No. 3.)

(157 & 159 EAST 67th STREET.)

5<sup>05</sup> 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 .....

188 , before me.

✓ x Officer Albert F. Mason }  
 ✓ x Officer Daniel O'Brien } 9th Precinct  
 ✓ Officer Thomas Brennan }  
 ✓ x Thomas Roberts ✓ 213 W. 13th St.  
 ✓ x Morris Lewis ✓ 227 W. 16th St.  
 ✓ x Mrs. Mary E. Smith ✓ 234 W. 18th St.  
 ✓ x Mary Sheppard } 127 Greenwich Ave.  
 ✓ x Sadie Hopps }  
 ✓ x John W. Dunn } 149 W. 11th St.  
 ✓ W. K. Peyton (owner) 236 West 13th St.  
 Josephine Peyton, owner " "  
 ✓ x Jacob Frank Fried Marshall's Office  
 ✓ x James Mitchell visited premises at 11th Ave. Oct 31/97  
 ✓ Patrol daily visited premises at 11th Ave. Oct 31/97  
 ✓ " Lanard } 520  
 ✓ " Russell } 520  
 ✓ x Mr. William Adams, Secretary Greenwich Ins. Co.  
 ✓ x Eugene Chevalier (broker) 125 Clinton Pl.  
 ✓ + Warren S. Ogmore Surveyor % Greenwich Ins. Co.  
 ✓ E. C. Wells Broker 157 Bway  
 ✓ Barron & Balsey " % 88 Washington Pl.  
 ✓ + Louis F. Pasquet Surveyor % Ackerman, Day & Billard  
 Chief Campbell 41 Pine St  
 Capt. McShank } 243 West 20th St

0248

Dyer

118 Frederick Ave

Wilkinson

1

7/10/17

1000

POOR QUALITY  
ORIGINAL

0249

Mrs James B. Dyer  
116 Frederick Ave  
Harrisburg Pa  
furn & household effects  
& don't see Stone  
& wearing at home  
27 10 -

0250

*Resident*  
*Grand* New York, 188

*No.*

**E. EUGENE CHEVALLIER, Jr.**

Real Estate Agent  
and  
Notary Public.

**INSURANCE,**

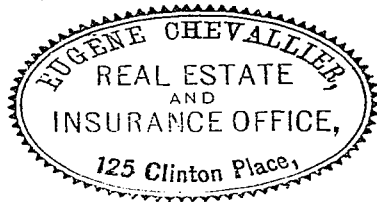
*125-127 Avenue R.*  
No. 106-BLEECKER STREET.

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. 26<sup>th</sup> 1912*

*Mrs. Sarah Dwyer  
118, Greenwich Ave.  
Madam,*

*I just rec<sup>d</sup>.  
your policy of fire ins<sup>ce</sup>.  
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 &amp; 159 EAST 67th STREET.)

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

No. 19

being duly sworn, deposes and says:

In Trunk Tray  
 1 Piece of blue and white calico (see)  
 1 Calico Waist  
 3 Men's shirts  
 7 Napkins  
 1 Towel  
 1 Muslin waist  
 1 Linen Apron  
 2 Ladies Calendars  
 2 Pr. Men's socks  
 1 Knit-ting  
 1 7d Embroider  
 1 Pr. Fluting irons  
 1 Muslin scarf  
 1 Hat  
 1 Silver & 1 Bone Wristlet ring  
 1 Pr. Men's socks

\$5.00

1 Trunk

\$5.00

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-ting		.05
		<u>\$25.05</u>

Subscribed and sworn to, this

188, before me,

day of

0253

CITY AND COUNTY }  
OF NEW YORK, } ss.

aged 19 years, occupation Plumber of No.

227 West 16<sup>th</sup> 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 4<sup>th</sup> day of November 1892 } Morris Lewis  
Tom Ryan  
Police Justice.

0254

Sec. 198-200.

CITY AND COUNTY } ss.  
OF NEW YORK,

District Police Court.

*Sarah B. Dyer* 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. Dyer*

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. Dyer*

day of

Taken before me this

188

*John H. Dyer*

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 Oliver Davis

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

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

James Mitchell  
Sarah D. Dyer

Offense

189

Dated,

Nov 14<sup>th</sup>  
Ryan  
Brennan

Magistrate.

Officer.

Precinct.

Witnesses

No. 141 East 76<sup>th</sup> Street.  
Thomas Roberts  
No. 234 W. 13<sup>th</sup> Street.  
Mary E. Smith  
No. 234 W. 13<sup>th</sup> Street.  
Good

Nov 14<sup>th</sup> - 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  
9<sup>th</sup> Precinct Police  
Daniel O'Connor  
427 W 16<sup>th</sup> St  
Morris Lewis  
227 W 16<sup>th</sup> 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, Oct 22 1892  
W. Crocker & Co.  
Per L. S.

Send us fold up -

Mrs. James B. Dyer  
118 Greenwich Avenue  
\$500 Stock & bonds -  
\$1000 in household furn.

Yr  
BERRIEN & HALSEY

Dear B & H:

The above look &  
crooked and I would rather not  
do anything further unless you  
know it is all right. W. B. Dyer.

*Send Shipping Directions with order.*

New York. Feb 8<sup>th</sup> 1892.

Mrs. Dyer.

Bought of **L. A. BROOKS,**  
WHOLESALE CONFECTIONER,

Terms Cash.

E. C. KO.

389 CANAL STREET.

1	Ship - Sticks.	20
1	French ship.	65-
1	Ammer. ship.	30
1	Shannon "	65-
1	Whalers car.	50
1	Fruit chips.	45-
1	Apples.	50
1	Green apples.	45-
1	Fork cherries.	45-
		\$ 468-

0259

Oct 7 1892

Mrs Dyer. 118. Greenwich<sup>av</sup>

BOUGHT OF *Thos Wadding*

TERMS: 607 Hudson street

1. Counter .. \$3 <sup>00</sup>/<sub>100</sub>

C. O. A.

*Thos Wadding*

2. O. Clock

*Thos Wadding*

*1000*

*1000*

0260



0261

POOR QUALITY  
ORIGINAL

Received from Borden  
the sum of \$20.00 for  
3 keys to be returned when  
the keys are returned.  
Wm. Smith

0262

Established 1861.  
*John Langan*  
New York.  
Dec 6 1892

JOHN LANGAN,  
Dealer in New and Second-Hand  
FURNITURE BOUGHT, SOLD AND EXCHANGED.  
NO. 35 SIXTH AVENUE.

*1 Mac Jace*  
*1 Mackey for 2 other*  
*1 upholster*  
*Office John Langan*

0263

New York, Oct 8<sup>th</sup> 1892  
 Mrs. Deyler 118 Greenwich Ave.



Hyman Morris,

✦ Manufacturer of Fine Segars. ✦

Wholesale and Retail.

362 CANAL STREET.

1 Box Royal Belle	1.50
1 Box 11 <sup>th</sup> Avenue	1.00
1/2 Box 11 <sup>th</sup> Avenue	1.00
1/4 Tobacco	.30
	<hr/>
	\$ 4.30
	Paid
	<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 our  
policy is open up to Insurance and has  
only about 500 worth of value to insure  
and we must in that contingency beg to  
decline the line of value recently offered  
to us

Yours truly

*A. C. Maudslayi & 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 E. Dyer*

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

*Sarah E. Dyer*

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

The said *Sarah E. 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. Dyer*, 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 E. Dyer*

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

The said *Sarah E. 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 Dyer*, 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.*