0009

BOX:
209
FOLDER:
2079
DESCRIPTION:
Tanner, George

DATE:
02/15/86

2079

Witnesses:

Defts Employer,
gives the deft a most
excellent character.
This is the defts
first offence
& the probably has
been seduced
& persuaded to the
crime.
His Employer
promises to obtain
employment for him

FB

#100

Counsel,

Filed 15 day of Feb 188 6

Pleads,

THE PEOPLE

vs.

George Tanner

Burglary in the Third Degree.
[Sections 498, 500, 501 and 502 P. C.]

RANDOLPH B. MARTINE,
District Attorney.

Pr Feb 16 86
plead Burg 3.

A True Bill.

O K Kinney
Foreman

Not Guilty

FB

0011

Police Court— First District.

City and County of New York, } ss.:

John C Goodrich

of No. 168 Nassau Street, aged 38 years,

occupation General Advertising agent being duly sworn

deposes and says, that the premises No 168 Nassau Street,

in the City and County aforesaid, the said being a Four Story Brick building

in the 4th Ward

and which was occupied by deponent as an Advertising Agency

and in which there was at the time no human being, ~~by name~~

were BURGLARIOUSLY entered by means of forcibly opening a door leading into said office from the hall way on the second floor by means of false keys and entering therein

on the 30th day of January 1886 in the Night time, and the following property feloniously taken, stolen, and carried away, viz:

One Caligraph (type writer) of the value of Eighty five dollars

the property of Deponent & William H. H. Hull Copartners

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 James
(Nowhere)

for the reasons following, to wit: deponent is informed by William H. H. Hull of No 168 Nassau Street that he securely locked and fastened the windows and doors of the above described office on the 30th day of January 1886 and on the first day of February 1886 at about the hour of one (1) o'clock P.M. deponent missed the above said property from the above described office and deponent is further informed by officer

Anton Peraggo of the central office that the said defendant admitted and confessed that he had opened the door of said office with a key and taken stolen and carried away said property and deponent is further informed by Andrew J Duffy of No 410 East 16th Street that the said defendant came to his Duffy's place of business Room 15 Railroad building cor of Franklin & Centre streets and sold the aforesaid Caligraph (type writer to him Duffy for the sum of twenty two dollars and he (said said defendant said sum of Money

Sworn to before me this 10th day of February 1886

Jno C Gaworski

Sam'l C Barrett Police Justice

Police Court ____ District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

vs.

Burglary ..... Degree.

Dated ____ 188

Magistrate.

Officer.

Clerk.

Witnesses:

Committed in default of $ ____ Bail.

Bailed by ____

No. ____ Street.

0013

CITY AND COUNTY
OF NEW YORK, } ss.

William H. Hall

aged 45 years, occupation Advertising agent of No. 168 Nassau Street, being duly sworn deposes and says, that he has heard read the foregoing affidavit of John C. Goodrich and that the facts stated therein on information of deponent are true of deponents' own knowledge.

Sworn to before me, this 10th *day of* February 188 9

W. H. Hall

Sam'l C. Reed

Police Justice.

0014

CITY AND COUNTY OF NEW YORK, } ss.

Anton Peragzo

aged 35 years, occupation Police Officer of No. Central Office Street, being duly sworn deposes and says, that he has heard read the foregoing affidavit of John C Goodrich and that the facts stated therein on information of deponent are true of deponents' own knowledge.

Sworn to before me, this 15th *day of* February 188 6

Anton Peragzo.

Samuel C. Barrett

Police Justice.

0015

CITY AND COUNTY
OF NEW YORK, } ss.

Andrew J Duffy

aged 26 years, occupation Manufacturer of No. 440 East 16th Street, being duly sworn deposes and says, that he has heard read the foregoing affidavit of John C Goodrich and that the facts stated therein on information of deponent are true of deponents' own knowledge.

Sworn to before me, this 6th *day of* Feby 188 } Andrew J Duffy

Samuel O'Reilly
Police Justice.

0016

Sec. 198—200.

_____ District Police Court.

CITY AND COUNTY OF NEW YORK, } ss

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

Question What is your name?

Answer George Tanner

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. 283 Bowery — 1 month

Question What is your business or profession?

Answer. Waiter

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

Answer.

I am guilty of the charge

Geo Tanner

Taken before me this 11th *day of* February 1886

Police Justice.

0017

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

guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of 1,500 *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 February 10 1886 Samuel C. Reilly *Police Justice.*

I have admitted the above-named _____

to bail to answer by the undertaking hereto annexed.

Dated _____ 188 _____ *Police Justice.*

There being no sufficient cause to believe the within named _____

_____ *guilty of the offence within mentioned, I order he to be discharged.*

Dated _____ 188 _____ *Police Justice.*

0018

Police Court 1st 133 District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

John C Godrich
168 Nassau

1 George Tanner

2

3

4

Offence Burglary

Dated February 10 188 6

R Kelly Magistrate

Pesazzo & Rich Officer.

CC Precinct.

Witnesses Andrew Suffy
No. 410 East 16 Street.
William H H Hull
No. 166 Nassau Street,
Call the officers
No. Street,
$ 1500 to answer GJ

Committed

BAILED,

No. 1, by

Residence Street.

No. 2, by

Residence Street.

No. 3, by

Residence Street.

No. 4, by

Residence Street.

00 19

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Fagonz Sammen

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

— Fagonz Sammen —

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

The said Fagonz Sammen,

late of the Fourth — Ward of the City of New York, in the County of New York, aforesaid, on the Thirtieth day of January, in the year of our Lord one thousand eight hundred and eighty-nine, with force and arms, at the Ward, City and County aforesaid, a certain building there situate, to wit: the Office of one

John R. Goodrich, —

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 R. Goodrich, —

in the said Office, 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

— Edward Bannon —

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

The said Edward Bannon,

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 the said day, with force and arms,

one radiograph of the value of eighty five dollars, and one type-writer of the value of eighty five dollars.

of the goods, chattels and personal property of one John D. Rockefeller,

in the Office of the said John D. Rockefeller,

there situate, then and there being found, in the Office 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.

Randolph Burnett
District Attorney

0021

BOX:
209
FOLDER:
2079
DESCRIPTION:
Thompson, Henry

DATE:
02/04/86

2079

Police Court— 1 District. 1119

THE PEOPLE, &c.,
ON THE COMPLAINT OF
William Brainard
265 Broadway
~~[illegible]~~
1 Henry Thompson
2
3

Offence Grand Larceny

Recd at 1st Dist Court Nov 29th 1885 Delivered by [illegible] Deputy Clerk

Dated December 3 188
Duffy Magistrate.
Selleck Officer.
Central Squad Precinct.
Witnesses Robert H. Burke
No. 783 6 Avenue Street.
~~F. M. Schonfield~~
No. Street.
Henry [illegible]
No. 304 E 2nd Street.
$1000 to answer Sessions.
Bailed

NOV 30 1885

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

Dated June 15 188 5 P.G. Duffy *Police Justice.*

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

Dated June 15 188 5 P.G. Duffy *Police Justice.*

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

Dated ________ 188 ________ *Police Justice.*

Q Did you make any statement to the Times?

A I was told with the implication of getting this money for the means I was to make a success of this business.

Q Was any thing said then about connections?

A Mentioned either by Bramhall or Mr Thompson.

Q Did you remain there an hour or so?

A Probably 20 minutes or 2 an hour.

Q Did you separate

A Yes.

Q Did you see Mr Thompson again that day

A I cannot positive of that, I saw him the next day.

Q When did you see him the next day?

A I think down at the Astor House Bramhall and myself told him about another note indorsed by Davis and I think either that or a few days following we gave him the other note. Thompson ~~told~~ stated he thought

2 it was best to have that
note for the reason that another
note being out it might be
detrimental to the interest of
the other note, better to have all
three of them.
Q What conversation if any took
place when you met him at
the Court House and (did) him you
had) the third note (you were
delivered them, and in the
presence of Mr B Bramhall?
A Mr Thompson said he would
better have the other note.
Q Any further conversation!
A None of importance.
Q Then the next day you state
you met him at the Court House
A Yes and delivered to him the note.
Q Was Mr Bramhall then present!
A Yes sir and delivered to him the
third note.
Q And that was the third note
referred to in this complaint!
A Yes sir
Q You recollect the amount!
A I dont know exactly the amount
but it is the third note indorsed

by Comrs.

Q When that was delivered to him what conversation if any, occurred? A (Said he could do that through the same channel).

Q Was anything mentioned at that interview as to payment for services? A Nothing.

Q When did you again see Mr Thompson?

A I think I saw him the next day.

Q Do you recollect where?

A 733 and at the Astor House.

Q What conversation occurred then if anything do you recollect? and was Bramhall present?

A The next time I saw him I think he told Bramhall everything was getting on all right but there would be a delay of a day or 20.

Q When did you again see him?

A We had a conversation [objected to] I think 2 or 3 days afterwards.

Q Do you recollect where?

A At the Astor House.

Q What took place at that interview and was Bramhall present?

A He told Mr Bramhall that

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he had other channels now to have the note discounted. ~~When asked for~~ One of them ~~that~~ he stated was that there was a man in Fulton st., he said it was to pay a financial of $500. and he thought he could negotiate one of the notes and get some money through that channel

Q Was that all the conversation at that place at that interview?

A I think so.

Q When did you subsequently meet with the persons of McBride & Smith this surveying company near the Astor House.

Q What conversation if any took place?

A He told McBride & Smith he saw Mr Speir and he did not want any interference to the notes.

Q That further conversation?

A I think after that McBride ~~told~~ saw Mr Speir.

Q When did you again see Thompson in the presence of Dunnhall?

A I think that was a day or two after that.

Q At what place? A I think at the Astor House.

Q. What interview took place there?
A. Mr Thompson said they (Jeffries had) went to the office, carried on a whispered conversation with him and had thrown the man off the track as the man was ready to sign the check for one of these notes.
Q. What further?
A. We remarked then that that killed the negotiation.
Q. Any thing further?
A. Nothing further that day.
Q. Did you see him in Crumhall's presence?
A. I think it was on a Saturday.
Q. What did he state when you did see him?
A. He said he could not get anything for him that day.
Q. About how late in the month if you recollect did he make that statement?
A. Along in November some time
Q. After these notes had been in his possession?
A. Yes about two or three weeks.
Q. Did you meet him at any time

A. Parker's with Mr. Bramhall?
A. No sir.
Q. Did you meet him at Valari's with Mr Bramhall? A. No sir.
Q. Did you meet him at the St. Louis Hotel with Mr Bramhall?
A. I was watching to see if he was there and saw him get into a cab with Bramhall.
Q. But heard no conversation?
A. No sir.
Q. Did you meet him at the International Hotel with Mr Bramhall? A. Yes sir.
Q. How many times?
A. Probably two or three times.
Q. Were you present at the International Hotel at the time? A. I is alleged $50 was paid to Bramhall. [objected to.]
Q. Did you go to Mr Thompson's office with Bramhall about this negotiation?
A. Mr Bramhall and I went there once I guess but did not find him in.
Q. Was that the only time you went there about these matters?

A. I went there another time found Mr Thompson, took him into a cab and had a conversation.

Q. About these matters?

A. Yes sir, Bramhall was present in the cab.

Q. What did he say?

A. The conversation was with Thompson, who told him to keep quiet, he had the notes all fixed, and a furniture man by the name of Farrell was to give him $[illegible] of furniture and half cash for use of the notes, he told him he would probably be communicated that day. Witness went to Rochester Bankers and not him.

Q. What further took place in that conversation?

A. Bramhall was keeping ~~out~~ shady that week, had got into a matter that was finding about going to Boston.

Q. What was that matter if you recollect? [objected to as immaterial]

A. It seems Thompson got a check from

C W Bromhall [objected to as being a matter of inference]

Q. Did you been told that Mr Thompson had received that check?
[objected to]

Q. Did Mr Thompson tell you he had received a check of $75 from C W Bromhall?
A. No sir.

Q. Did he show you a check from C W Bromhall? A. No sir.

Q. Are you familiar with the handwriting of C W Bromhall?
A. No sir.

Q. Could you identify a check drawn by C W Bromhall? A. No sir.
[Check shown to witness] [objected to because the Judge excluded this testimony]

By Mr Burns — Counsel offer in evidence this check dated Nov 2 1904 signed C. W. Bromhall per E. E. Worthy, and indorsed "H. J. Thompson", "F. B. Thompson", "Geo J. Van Brimmerts", [objected to on the ground that Judge Duffy

0031

has within 20 minutes expressly wished all matters connected with this check and the transaction, and within it itself, and that the testimony is incompetent, irrelevant, and immaterial.]

Q. Do you know, Sir Mr Thompson, [illegible] for a [illegible] that check has been given [Remonstration].

A. (i) Mr Thompson stated to you that it had been obtained by fraud (Bramhall pause) the purpose for which it had been obtained? [Objected to for leading form]

Q. Did you meet Mr Thomson at the Grand Hotel in Bramhall frequently? A. Yes sir

Q. How many times?

A. Probably 20, three or 4 times, probably more.

Q. And was the subject of the negotiation of these meetings discussed there?

A. That and the Whereto matter.

Q. Did Mr Thomson in Mr Bramhall's presence at the

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New York Note state to you ~~that~~ any thing in relation to the robbery, matter other than you have stated already?

A. No sir.

Q. Did Mr Thompson at any time or place in the presence of Mr Bernhell state what he had arrested?

A. Yes sir

Q. Well if you remember was that statement made?

A. I was not present the first time it was said to my that he had put Mr Cote in Ludlow st. Jail.

Q. What further did he state?

A. I think, that a man named Brown assisted him.

Q. Did he say anything further than that?

A. He said he got help from there till he had put that 400.

Q. Now go on and state that statement.

A. There is for time I forgot the.

Q. He went in Bernhell's presence that he had recovered 400 and that the amount was taken in

the ~~[illegible]~~ sheriff's auctioneer, or that of his clerk or deputy?
A. He said that we were to take pain to run by Dunn the company claim of Hughes. He was arrested on Friday night and on the following Monday Dunn was to meet him at the Chemical Bank at Fulton and Jay Sts. Afterwards, when he returned to Bramhall asked him why he did not take the Hughes, he said that would release Smithers and Bramhall would not be able to get the note from Mr Bellows and [illegible] in a few days and he would have it all fixed, that is about the substance of it.
Q. Was that conversation repeated more than once to you in Bramhall's presence?
A. Yes, talked over several times.
Q. Did you meet Mr Thompson or the Barnes with Rotz at any time

12 A. Yes sir.

Q. How many times in regard to this matter?

A. On this day night we went to meet Burr there. We waited until about 2 o'clock and myself not by appointment which did not work. Thompson came and said he was to meet Burr and Burr was to bring this money we went to the Bank Thompson was to meet Burr at the Phenix and he returned and said Burr was not there. We waited a other time at the Restaurant Burr came to me at a certain place told me he was going for Burr and that Burr had deceived him We got in a cab that evening

12 A. Yes sir.

Q. How many times in regard to this matter?

A. The Sunday night we were to meet Burr there Greenhall Thompson and myself not by appointment which was 7 o'clock. Thompson came and said we was to meet Burr and Burr was to give him this money we went to the Bier Tavern while Thompson was to meet Burr at the Brunswick. He then returned and said that Burr didn't have the records but he had a bond of some kind. Thompson refused for the money but he told us to meet the next day at the Chemical Bank.

Q. Did you meet him at any other time at the Brunswick?

A. We met him that afternoon he came to us in a certificate saying he was going for Burr and that Burr had deceived him. We got in a cab that evening

has within 20 minutes expressly excluded all matters connected with this check and the transaction, and within it alone, and that the testimony is incompetent irrelevant and immaterial.]

Q Do you know, did Mr Thompson tell you or had you any idea that check had been given [same objection]?

Q Did Mr Thompson state to you that it had been retained by him (Bramhall) and the purpose for which it had been retained? [objected to for same reason]

Q Did you meet Mr Thompson at the Off Hotel in Bramhall's presence? A Yes sir

Q How many times?

A Probably 2, three or 4 times, probably more.

Q And was the subject of the negotiation of these notes discussed there?

A That and the Northcote matter.

Q Did Mr Thompson in Mr Bramhall's presence at the

10

New York Cote state to you ~~that~~ any thing in relation to the Arthcote matter other than you have stated already?

A. No sir.

Q. Did Mr Thompson at any time or place in the presence of Mr Bramhall state that he had Arthcote arrested?

A. Yes sir

Q. When & you recollect was that statement made?

A. It was made the first time at 733 62 way that he had Arthcote in Ludlow st. Jail.

Q. What further did he state?

A. I think, that a man named Brown arrested him.

Q. Did he say anything further than that?

A. He said he must keep him there till he had paid that 45.

Q. Now you say that was the statement.

A. Three or four times briefly.

Q. Did he state in Bramhall's presence that he had received 45 and that the amount was then in

Bramhall, Thompson and myself
we drove up to Burr's house at
44th street and 1st ave, I think
Thompson left us at 53 st. "L" RR
station.

Q Did you see him next night?

A Yes sir

Q Where? A At [illegible] in the [illegible]

Q What conversation, if any, took place in Bramhall's presence?

A [illegible] Bramhall [illegible] [illegible] [illegible] [illegible]

Q And that is the conversation [illegible] [illegible] [illegible] [illegible] [illegible] you sir.

Q Did not Thompson in the presence of Mr Bramhall make any statement why and for what purpose he desired the plaintiff's co-operation in the case?

A He said he wanted [illegible] [illegible] [illegible] [illegible] this case.

Q Did he refer to McCatrick's in any other ~~class~~ equally classical language as to what he desired?

[Objected to as immaterial, irrelevant and

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Q Did you see that check on the 17th of November?
A Yes sir.
Q Was an attempt made to cash that check in your Rooming Store the 17th of November?
A Yes sir.
Q [illegible] check [illegible] Clerk [illegible] cashed [illegible] 17th?
A Yes sir the check was in my [illegible] 17th [illegible]
Q Further [illegible] that check [illegible] the 17th [illegible]
A No me [illegible] was [illegible] that time, the 17th [illegible]
Q [illegible]
A [illegible] me.
Q [illegible] [illegible] needed [illegible] [illegible]
A [illegible]
Q [illegible]
A [illegible]
Q For this check? A Yes sir.
Q Was [illegible] at any conversation between [illegible] and Mrs Crawford in which Mr Thompson stated he wanted

[illegible]

[illegible] nce, where did the first conversation take place? A (Said) he would get these notes discounted and would establish a credit for him with first of the [illegible] at the 6th Street Bank McCoulough charge him a cent, and still [illegible] 2 per cent at his post [illegible]

Q Were you [illegible] in the last [illegible]

Q Were [illegible] present? A Mr Bramhall

Q Who else? A Mr [illegible] Thompson.

Q Everyone present at any conversation between McCoulough and McBramhall in which Mr Thompson stated [illegible] no charge for his services in the Southern matter? A Yes

Q What was the conversation? A When we first became acquainted with Mr Thompson he [illegible]

told him about the trouble
he had with [illegible], he
told him "I have no money
I can't employ you [illegible]
sense but if you will take
hold of this matter and I
do get on my feet I shall re-
member you!" Thompson then said
he didn't want a cent. He
wanted the satisfaction of
prosecuting [illegible] he was
[illegible] collector from [illegible]
for a client on some other matter
who a few days [illegible] Mr
Thompson [illegible] the contr-
acts matter.

Q Did Mr Thompson in [illegible]
[illegible] you [illegible]
[illegible] in this [illegible]
matter? A Yes sir.

Q Were you with ~~Mr Thompson~~ [illegible]
~~or~~ Mr Bramhall most if not
all the time from the 17th November
to nearly the first of December

A Yes sir.

Q Did you see Mr Bramhall on
each of these ~~days~~ except
Sunday?

A Yes sir I was with him from 9 in the morning till 4 and 5 at night. sometimes as late as 11 o'clock at night.

Q Do you recollect the 11th of September?

A Yes sir.

Q Where on that day did you first meet Mr Barnhall?

A At 733.

Q And from there where did you go with him?

A Astor House

Q Did you remain with him all the time at the Astor House?

A Yes sir.

Q From there where did you go?

A To 15 Cortlandt st.

Q Did you remain with him there all that day?

A Yes sir I was with him that day.

Q And he did not leave you in the room at 15 Cortlandt st?

A No sir he went out and went to the Astor House and I came down and met him at the corner of Pine and Nassau. Then I left Mr Barnhall and met Mr Thompson on the Brunswick. Then the Mr went with Thompson to Williams to get this $15 check cashed

I then returned back to the 5th Avenue saw Bramhall there and then went home.
Q What time was it?
A. I think as late as 9 o'clock or later.
Q Did Bramhall go from there home with you?
A No sir I left him there
Q On the 18th did you meet Bramhall?
A Yes sir.
Q Where first?
A At 733 Broadway.
Q Did you meet Mr Thompson there that day?
A Yes sir.
Q All in the morning?
A Yes sir.
Q From there where did you go?
A Down to the Astor House
Q Was Three, Bramhall, Thompson and yourself?
A Yes sir.
Q From there where did you go?
A. We stayed at the Astor House a while and went down to 15 Cortlandt st, Bramhall and myself stayed between there and 15 Cortlandt st all day till

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0049

Q. Where?
Q. And from there where did you go?
A. I think we stopped at the 5th Ave. Hotel, from there we went to the Brunswick waited there a while then we went home.
Q. Was Jim Brannhall with you all that day?
A. Yes sir. I left him at my house in a cab at 10 o'clock that night.
Q. He was not in your time during that day away from you?
A. No sir
Q. On Jan 19, did you see Jim Brannhall and Johnson?
A. I saw Jim Brannhall on the 19th and we went to the same places at 133 first. I was with him all that day till 10 o'clock that night.
Q. Leaving that day he did not leave you?
A. I left him now or twice during that day
Q. When you left him was it in time during that day with

Mention if any one did up a fine
hunt?
A Comrade.
Q Did he at any time Brandell
A yes sir.
Q Shine after first?
A Four York Gate
Q Was any one with him?
A Went to my rear 22 stairs.
Q From there where did you go?
A Down to the lower "City".
Q Did Brandell with you that day?
A Yes sir.
Q Did he at any time that day leave you?
A I went that day once over to ~~the~~ Mr Beir's and was gone about half an hour and left Bramhall at the Lion House
Q With whom if anybody did you leave him?
A left Bramhall and Conis together.
Q And upon your return where did you go?
A Think we stayed all day there.
Q And that night how late did you leave Bramhall?

0051

A I think it was late, as 11 o'clock.
Q Where did you leave him?
A At my house in a cab.
Q The 24th where did you meet Mr Bramhall?
A At the N.Y. Hotel, you.
Q And from there where did you go with him?
A To the Astor House.
Q Remained there how long?
A I suppose we were there till about midnight, we went over to Thompson's office.
Q Was Bramhall at Thompson's office?
A Yes, I was.
Q Did you return to Astor House or did you go from Thompson's office home?
A Home.
Q And you remained with Mr Bramhall till what time that night?
A Neither went to bed, I continued with Bramhall all that day up to about I think 5 o'clock P.M.

at night, we went to Border's, when he left me, took a South Ferry Stage and went home to Brooklin.

Q. That was about what time?

A. About 8 o'clock I think.

Q. On the 22nd of November you see Mr ~~Thornton~~ Bramhall?

A. Yes sir.

Q. And met him first where?

A. at the N.Y. Hotel.

Q. From there went with him where?

A. to the Astor House.

Q. Were you with him there all that day?

A. Yes sir up to about noon.

Q. Who else was with you that time?

A. Mr Bramhall and myself.

Q. At noon that day you left him with whom?

A. Mr.

Q. And when did you return if at all?

A. I think about 2 or 3 o'clock.

Q. And did you find Bramhall at the Astor House when you returned?

A. Yes found ~~them~~ both there.

Q. From the Astor House where did you go?

[illegible] and myself, [illegible] had left [illegible] about 9?

Q And you went with Bramhall from the Astor House where?

A I left Bramhall at the Astor House talking to Spencer Schenck.

Q Left him at the Astor House?

A Yes, I think as late as 8 o'clock.

Q Did you see Mr Thompson on the night of the 22nd?

A Yes.

Q About what time?

A The neighborhood of 5 or 6.

Q What took place in your presence between Mr Bramhall and Thompson?

A Mr Bramhall gave Thompson a $10 check to cash for him I think Thompson returned about an hour afterwards and either handed him 8 or 9 dollars out of the proceeds of the check the same day. I [illegible]

Q Any thing further occurred between Bramhall and Thompson that you recollect?

A [illegible]

[illegible]

[illegible] Thompson [illegible] make any statement [illegible] to that check to you?

A. He did in a [illegible] strained when Bramhall [illegible] him about it.

Q. Did he state that he did present it to the Bank?

A. Yes, sir.

Q. Did you meet Bramhall at the Brunswick Hotel?

A. I met him there on the afternoon of the 20th, I think.

Q. Did he state what if anything there?

A. Thompson had an engagement with me and I got an inkling of where Bramhall was, he was playing on my [illegible] may [illegible] that was pending.

I went up there and found Bramhall Thompson and Davis in conversation.

Q. Did you hear any of that conversation?

A. I did sir.

Q. Did Mr. Thompson state that he was keeping out of the way. [objected to]
Q Was Thompson present at this time?
A Yes sir.
Q It was in his hearing was it?
A No sir.
Q Did Mr Thompson state to you in Bramhall's presence, where he had placed me or all of these notes other than you have stated.' A. No sir.
Q Did he state to you that he had presented one or more of these notes to Mr Geghorter? A. No sir.
Q Were you present when Mr. F. B. Churchill was introduced to Mr Bramhall? A Yes sir.
Q Who else was present?
A Mr Bramhall, Thompson, Churchill and myself.
Q Where was it?
A In the Astor House bar room downstairs in the Rotunda
Q Do you recollect about the date?
A Somewhere around the 14th or 16th.
Q Did you hear what Mr Churchill said if anything to Mr Bramhall

A. at the time of introduction? A. Simply an introduction and general conversation, and had a drink together. I don't think Churchill stayed more than 5 minutes he had a satchel and had to go away.

Q. Were you alongside of Mr Bramhall on that day all the time he was conversing with Churchill? A. Yes sir.

Q. Did Mr Churchill state to Mr Bramhall that he, Churchill, would have to be well paid for his services? A. No sir nothing was said about them.

Q. Was nothing said about notes or services by Churchill that time? A. Not to my knowledge.

Adjourned till Friday Feb 20/95

Feb 20 95 Q. Did you at any time hear Mr Thompson state that he was a partner of Geo. Davis? A. Yes sir. [Objected to as irrelevant & immaterial]

Cross-Examination of Dr Bohm

Q. (By Mr Brooke) How old are you? A. 49 years, born 1844.

Q. How long have you lived in N.Y. City? A. Off and on since I was 6 yrs old.

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A. 2 years this last October
Q. Where did you live before that?
A. Denver and Leadville Col.
Q. How long did you live in Denver?
A. From 1872 to 79 or 80.
Q. Constantly? A. No sir.
Q. How long during that period at any one time did you reside constantly at Denver?
A. From 1872 to 876.
Q. Engaged in business?
A. Yes.
Q. What business? A. Dentistry.
Q. Did you have an office? A. Yes.
Q. Where? A. Corner of ~~Lockport~~ 16th st.
Q. Where else?
A. 3 doors from west of 16th st. on st.
Q. Where else?
A. Same street further up Safety building
Q. Where else?
A. On Lawrence st. I think 152 or 154 between 17th & 18th streets.
Q. Any where else in Denver?
A. No sir.
Q. How long were you at the first place?

A. [illegible] 1874 or 75/6.
Q How long at the second place?
A About a year.
Q How long at the third?
A About a year or a little longer.
Q How long at the fourth place?
A. I was away an interval of a year in 1877.
Q Then you returned and had an office in Lawrence st?
A Yes I was there for 2 years.
Q Did you any partner in business in Denver?
A When I first went there I went in with a man named Moffat.
Q When you left Denver in '77 did you go to Leadville?
A No sir.
Q When did you go to Leadville?
A The fall of 1879.
Q How long did you remain there?
A Up to 2 years ago.
Q What business did you pursue there? A Dentistry.
Q Have an office in Leadville?
A Yes sir. Q Where?
A On Harrison ave. Chapin building.
A one ~~year~~ per in Smith's Bank ~~[illegible]~~ called the Mechanics Bank.

Q Where else?
A The number is out of my memory it is between 6th & 7th sts. on Harlem Ave.
Q How long were you in the Chapin Building?
A Don't know about a year.
Q How long over the Mechanics' Bank?
A Up to February 1882.
Q How long in the Lastnamed office?
A Up to the first of May.
Q How long did you remain there?
A From May till October 1883.
Q Where did you go from Leadville?
A Came to New York.
Q Directly? A Yes sir, stopped in Denver a day.
Q Where did you graduate if at all?
A Never graduated.
Q Where did you study?
A Newburgh Orange Co. this State.
Q Whom with? A Rice & Straw.
Q Where did you get your title of Dr.?
A Practising dentist, lots of them practice without having a title.
Q Is any authority for your title of Dr except the fact of your practising dentistry? A That is all.

Q Were you ever known by any other name than the one you have given here? A. No sir.
Q At any time? A No sir.
Q Neither in Leadville nor Denver?
A No sir.
Q Did you ever assume any other name?
A No sir.
Q Where did you first meet Mr Conwis?
A In New York.
Q When?
A Probably last April or May.
Q Who introduced you to him?
A Judge O'Mingsey.
Q Who is he?
A A gentleman who used to practise law in Colorado, and in Washington.
Q Is that the first time you had ever seen Conwis? A Yes sir.
Q Was that before or after you had made the acquaintance of Bramhall?
A Before.
Q How long before?
A Probably about a month.
Q And you said you have been in New York 2 years? A Yes sir.
Q What business have you been engaged in since you have been in New York?

A Various business, principally in the Gas business.
Q What other business?
A No other business.
Q Have you ever practised dentistry in New York?
A A good many years ago.
Q Have you practised it since your return 2 years ago? A No sir.
Q You said you lived at 128 or 162 E
A 128 East 10th st.
Q How long have you lived there?
A going on two weeks.
Q Where did you reside before that?
A 783 6th ave.
Q How long did you reside there?
A Nine months.
Q Where before that?
A 48 st & 6th ave.
Q How long did you reside there?
A about a few months.
Q About how many months?
A Not more than 2 or 3.
Q Where did you reside before that?
A 239 7th avenue.
Q How long did you reside there?
A I will 3 months I think.
Q Where before that?

A 15th street.
Q Were you in 15th street?
A I think 2 15 west, or 115, between 4th & 5th avenues.
Q How long did you reside there?
A I think about 2 or 3 months.
Q Where before that? A as well 37th.
Q What number? A I think 37 or 47.
Q How long did you reside there?
A From the time I came to New York to the time I moved up to 15 st. I think in December.
Q What month did you come to New York?
A October
Q When did you meet Bramhall first?
A I think the latter part of May or the first part of June.
Q Where did you make his acquaintance?
A On the Astor House.
Q What part of the Astor House?
A The Rotunda.
Q Who introduced you to him?
A A gentleman named Elkins.
Q What's his first name?
A I think his initials are ~~D.F.~~
Q How long did you know him?
A 10 years probably, 8 anyhow, knew him in Colorado.

Q Did you see Present at the time you and Hamilton were introduced to Did you hear?
A No sir.
Q Did you meet Hamilton frequently from that day?
A I met him 3 or 4 times after that then not for a month.
Q ~~Within~~ What period before the lapse of a month did you meet him?
A Probably inside of a week.
Q When you met him after the lapse of a month where did you meet him?
A At the Astor House.
Q Being the latter part of June?
A I mean June 1854 do you mean?
Q Yes sir.
A Yes sir.
Q Did you then meet him continuously from that time? A Yes sir.
Q About how often?
A Nearly every day.
Q At the Astor House?
A Yes and at his place of business 128 Chambers st and at Burr's office 245 Bdway Albany.
Q Did you have any business with him?
A Yes sir.

Q. [illegible]?
A. [illegible] with the gas [illegible].
Q. What gas works?
A. The american gas works of Boston.
Q. [illegible]?
A. Yes sir, I [illegible].
Q. Don't you know? A. No sir.
Q. Has it got a works in Boston?
A. It has a portable works which they have in their office.
Q. Is it gas for manufacture in the house? A. Yes sir.
Q. Where is ~~their~~ ~~your~~ office in Boston?
A. No. 8 I think Pembertan Square.
Q. Were you ever there?
A. Yes lots of times.
Q. What sort of an office did they keep there? A. In basement.
Q. In a private house?
A. No! One turned into business.
Q. One of those private houses in Pemberton square? A. Yes sir.
Q. How large an office did they keep in the business?
A. I think the basement is about 15 x 23 or 24.
Q. Did any one else keep it jointly with them? A. Not that I am aware of.

Q Who has charge of their Boston office?
A At the time of my first connection with them, Mr Dunham, C. H. Phillips
Q Who else had charge of their office there? Who else next had charge?
A A man by the name of Styles or something, whose name I can't remember.
Q Who next?
A No one to my knowledge.
Q Who has charge of it now?
A I don't know.
Q Has it any office or existence now?
A To the best of my knowledge and belief I think it has.
Q Have you any knowledge upon that subject?
A Not any positive knowledge.
Q Were you in the employ of anybody connected with that works & company.
A No sir.
Q Did you have any interest in it?
A That is a hard question to answer.
Q In what way?
A Not in the works in Boston.
Q Anywhere else? A Yes.

Q. [illegible]? A. New York.
Q. Had interest did you have
A. Contract with them.
Q. Referring to [illegible]
A. Any a certain amount
of territory.
Q. The machine sold by the
Atlantic machine?
A. Yes. Q. Know it is.
Q. When your interest was rescinded
a contract to purchase the rest
of their Atlantic machine
in territory covered by contract?
A. Yes sir.
Q. What territory?
A. I had an open contract with them first.
Q. What territory?
A. I think to the best of my knowledge
and belief, for New York New Jersey
Pennsylvania and Ohio.
Q. Was that contract subsequently
rescinded? A. Yes.
Q. Was there any new contract then
entered into? A. Yes.
Q. And who was that contract entered
into between?
A. Myself and Mr Dunham.
Q. What territory did that comprehend?
A. The same territory.

Q. "How many machines in the territory embraced in your contract did you ever sell?
A. None.
Q. Have you ever sold a single machine manufactured by the American Gas Works? A. No sir.
Q. And is that the condition and reaction to which you referred when you said that during your stay in New York you were engaged largely in the gas business?
A. No sir.
Q. Through whom did you enter into this contract, or become associated in the way you have explained with the American Gas Works? [objected to as irrelevant & immaterial.]
A. I dont comprehend your question.
Q. [Question repeated.]
A. It was in connection with Wm. H. Bramhall.
Q. When?
A. I think the first contract was made some time in July.
Q. Did you ~~have~~ any money on account of your contract?
A. Not on ~~the~~ first one.

Q Did you pay any on account of the death? A Yes sir.
Q How much? [objected to, ruled out]
A $2.00.
Q Did you obtain that money and any item to pay on account of the contract?
A I obtained a check from E A Bramhall & Think.
Q From whom did you receive the check? A. E A Bramhall.
Q Personally? A. Yes sir.
Q Who is E A Bramhall?
A Wm H Bramhall's father, I mean E A Bramhall.
Q Had Wm H Bramhall any interest in your contract?
A Not in the original one.
Q Did he in the one in which you paid the consideration by check of E A Bramhall?
A Not directly in the original contract, not in the original contract.
Q Had he any interest in any business to be conducted or transacted under that contract?
A He had a private contract with me.
Q What was that? [objected to as above]

A He was to have a half interest with me.
Q Was that the only interest you know of which directly or indirectly Wm H Bramhall had with the American Gas works? A. Yes sir.
Q Do you know whether E C Bramhall had any interest in the American Gas Works? [objected to as not having any connection with the case]
A Not with me.
Q I did not ~~asked~~ ask you, with you.
A Not to my knowledge.
Q If E C Bramhall furnished the consideration for your contract what was the reason the contract was not made directly with his son William H. Bramhall? [objected to]
A I dont know of any reason.
Q Was there no reason suggested why the contract ~~should~~ be made in your name when the money was furnished by E C Bramhall?
A He simply loaned him the money.
Q Loaned whom the money?
A William H Bramhall.
Q Then what was the reason if the consideration was a loan to

William H. that the contract with the American Gas Works was not made directly with him?
A He never gave me any reason.
Q Was it or was it not on account of the insolvency and habits of William H. Bramhall?
A That might have been the case.
Q Dont you know that it was?
A I cant swear to that positively.
Q Well is not it your best knowledge upon that subject, that that was the reason?
A It may have been.
Q Was it? A I think it was.
Q Where is this contract now?
A I have it some where.
Q Do you know its date?
A Sometime in October I dont know the date.
Q October what year? A 1874.
Q How long was it before the promissory notes the subject of this ~~case~~ proceeding, were executed?
A There were no promissory notes.
Q I asked you how long before the ~~promissory~~ execution of these notes the subject of this proceeding that this contract was executed?

A. That was a good while before.
Q. How long?
A. Probably 2 months I have forgotten the dates of those notes now.
Q. You have sworn to that in your examination in-chief, have you forgotten those dates since you were examined in chief?
A. I don't remember swearing.
Q. How long was it after or before the execution of these notes, the subject of this proceeding were given?
A. My contract was still alive when these notes were given
Q. How long before or after this contract was executed, were these notes given?
A. Probably two weeks.
Q. Before or after the execution of the contract?
A. After the execution of the contract.
Q. One or more of these notes were drawn to your order and indorsed by you is not that so?
A. Yes sir.
Q. How many of them? A. Two.
Q. The aggregate amount of the two

indorsed by you is about $3000
is not it? A Yes sir.
Q What interest had you in these
notes?
A To raise the money to carry on
the business.
Q What part of the notes, those
bearing your indorsement, upon their
~~indorsement~~ negotiation was to be given to you?
A For any of it excepting for the
purpose of helping the business along.
Q Whether it was for the purpose of
helping the business along or for
any other purpose what part
were you to receive?
A I was not to receive any particular
part.
Q At whose request did you indorse
these notes?
A That of Mr Wm H Bromhall.
Q Did you ever try to negotiate
them or raise money on them?
A No sir.
Q Are you a person of property?
A No sir.
Q You were at that time without
business and without means?
A I was not without business.

Q Were you without means?
A To some extent.
Q Had you available assets to the amount of the notes you had indorsed? A No sir.
Q Were there any judgments against you at that time? A No sir.
Q Either in this state nor ~~anywhere~~ elsewhere [objected to as irrelevant & the best proof is the production of transcripts of judgments]
A No judgments to my knowledge anywhere.
Q Are you a householder?
A Had for a time.
Q At the time you indorsed these notes? A Yes sir.
Q Where?
A Had a lease on 733 B'way.
Q You mean ~~you had a~~ ~~the~~ premises where the ~~office of this~~ business ~~was it~~?
A Yes sir.
Q From which premises you were subsequently disposed for non-payment of rent?
A We paid the rent, there was a dispossess suit.
Q Who paid the rent?
A Mr Bramhall I think.

Q Did any portion of the money for the payment of the rent come out of assets of yours?
A No sir.
Q And is that the condition to which you referred when you answered that you were a householder?
A Yes sir.
Q Did you understand you to say that you were present at the time the two notes indorsed by you were given to Mr Thompson?
A Yes sir.
Q By whom directly were they given to Mr Thompson?
A Wm K Bramhall.
Q Both of them? A Yes sir.
Q At the same time & place?
A Yes sir.
Q Had they prior to that time been in your possession?
A No sir I began them to Mr Bramhall after I indorsed them.
Q Do you know in whose possession they had been prior to that time?
A No sir.
Q Did you know Mr Starkeote?
A Yes sir.
Q Who introduced you to him?

A I think Mr Bramhall.
Q When? A In Burr's office.
Q When? A. I think some time in the latter part of September.
Q Did you know the fact that Mr Northcote was given for the purpose of endeavoring to have negotiated a number of promissory notes of Mr H Bramhall?
A Only what Mr Bramhall told me. [objected to because he did not know to his own knowledge]
Q When did Mr Bramhall so tell you?
A I think some time in August. [all objected to]
Q Did he tell you the amount of the notes drawn by him, he had given to Mr Northcote?
A I have forgotten.
Q Were you indorser upon any of ~~them?~~ those notes? A No sir.
Q And you do not remember the amount of those notes as stated by Mr Bramhall?
A No sir.
Q Did you know the fact of Mr Bramhall having any financial trouble

with Mr Turnbull of Phila?
A Yes sir.
Q Did you know the fact of his arrest and imprisonment in Sudlow st. Jail? A No sir I had no acquaintance with him that time.
Q Did you ever visit him in Sudlow st. Jail? A No sir.
Q Where did you say these notes in this action were given in your presence to Mr Thompson?
A In the Astor House.
Q Who did you say were present on that occasion?
A Mr Bramhall Mr Thompson and myself.
Q Were you present upon the occasion of any other of these notes in this proceeding being given to Mr Thompson?
A Yes sir.
Q Where were the others given?
A In the same place.
Q Who was present upon that occasion?
A Thompson Bramhall and myself.
Q How long was that after the notes

indorsed by you were given?
A. I don't think it was more than a day or 2.
Q. I understand you to say that all this business to be done by Mr Thompson was strictly in the line of his profession and in the various matters you have referred to, and the procuring of money upon the promissory notes which are the subject of this proceeding, was voluntarily agreed to be done by Mr Thompson without any ~~compensation~~ consideration whatever?
A. Mr Thompson never mentioned a consideration in the presence of Bramhall and myself.
Q. Havin't you swom that in reference to all these matters Mr. Thompson stated that he would perform the services he was looked to to perform, and charge nothing for his labors? A. Yes sir.
Q. Did you ever state otherwise to anybody?
A. Not to my knowledge.
Q. Do you know Mr Elin Thomas?

A. I don't know I think it was to be the gentleman there I never met him but once.

Q. Where was that? A. at the Astor House

Q. Can have seen him ~~since~~ in attendance since this examination a number of times? A. Yes sir.

[Mr Thomas requested to stand up and the attention of witness called specially to him.] Q. Is this the gentleman to whom you refer? A. I think so.

Q. Do you remember meeting Mr Thomas on one occasion on 5th ave. between 44th & 45th st. since this examination commenced? A. Yes sir.

Q. Do you remember having any conversation with him on that occasion?

A. I had a few words with him. I think he called me back as I passed by.

Q. Do you remember saying to him that you were not going to attend here any more unless you were subpoenaed and that "it was a damned "shame, that Bramhall owed Thompson "the money he claimed and that he "ought to pay it"?

A (No sir. no such conversation took place.

Q (Were you in the habit during the times you have preferred to of the meetings between yourself and Mr Thompson, repeatedly of borrowing small sums of Mr Thompson?

A (I asked him once or twice I think.

Q (Not more? A I think so.

Q When you asked him you received it did not you?

A (I received a dollar once, and some change, I don't think I received more than 2 dollars.

Q That you are quite sure of?

A (Not quite sure.

Q Did you ever repay him? A (No sir.

Q Did you know of Mr Thompson's writing to the Landlady of the house in which you lived at your request to prevent your being turned out for non-payment of rent and assuring her that you would have money for your rent, when these notes were negotiated?

A No sir.

Q Did he write at your request?

A Was at my request and on his own responsibility.

Q. That was the subject of the letter?
A. He wrote upon that basis, said he expected to have the notes negotiated and that I expected to have some money out of it.
Q. The reason of your request to him to write the letter was because of your inability to pay her demands upon you was it not?
A. Somewhat.
Q. Was it not entirely the reason?
A. No.
Q. What other reason did you have for asking him to write to the Landlady?
A. Simply to keep her quiet, yet it done no good.
Q. Quiet about what?
A. I owed some rent and Mrs Hawthorne got a little uneasy, Thompson kept promising he would get this money.
Q. Had she threatened to dispossess you? A. No sir.
Q. You were in the habit of taking your meals at a restaurant were you not? A. Yes sir.
Q. Did Mr Thompson write a letter to the restaurant keeper?
A. Yes at the same time.

2 Was that because you owed the restaurant keeper for your meals and had not paid him? A Yes sir.
2 The same reason in that case as existed in the case of Mrs. Hawthorne? A. Yes.
2 What is the restaurant keeper's name? A Davis.
2 Were you ever arrested Dr Bohn upon any charge? A No sir.
2 Never? A No sir
2 Never in this city or anywhere else?
A I paid a fine once for assault in Denver, but was never arrested.
2 Was that the only occasion?
A Yes sir that I know of.
2 Was there any charge ever brought against you in a Police Court in this city? A No sir.
2 Did you ever make a charge against anybody in this city? A Yes sir.
2 Against whom? [objected to as irrelevant & immaterial.]
A My father-in-law.
2 What was his name?
A Henderson. 2 What is his first name
A James G.

Q What was that charge?
A Assault
Q Did that assault grow out of a letter-which you had written? A No sir.
Q Did the assault grow out of a letter which you had written?
A I don't know what it grew out of, never could find out.
Q Did it grow out of a letter which it was asserted you had written?
A I don't know.
Q Were you not informed in open court when the charge was heard and in the hearing, what the reason of the assault was?
A I don't remember.
Q Were you not informed that the charge was because of your having written a letter offering for a consideration, to furnish testimony in a matter affecting your sister-in-law, and which your father-in-law resented by assaulting you? A No sir.
Q Who was the judge before whom the charge of yours was heard?
A Gordon.
Q When was it?
A I forget, in August or Sept. some time.

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Q Of last year? A I think so.
Q What did the judge do with your charge?
A He reprimanded him and told him that if the thing was repeated he would punish him, and then dismissed the case.
Q You have spoken of your constant meetings with Bramhall each morning usually at 733 Broadway and described the various places to which from there you went with him during the day and up to late hours in the evening, those places were with the exception of 733 Broadway, all bar-rooms or saloons were they not?
A Yes sir.

Mr Charles E. Corvis called March 6, 1885
Examined by Mr Blunt
Q You reside where?
A 18 East 13th st.
Q Are you acquainted with William H. Bramhall? A Yes sir.
Q Also with Mr Thorkjeson?
A Yes sir.
Q Where did you first meet Mr Bramhall?
A On or about October 21st.

Q Where? A 15 Cortlandt st.
Q Whose place? A Nelson & Co.
Q And were introduced by whom?
A Dr Bohm.
Q On or about that date where did you go from 15 Cortlandt st
A I left them there and went home.
Q When did you meet Bramhall again?
A Next morning at 733 Broadway.
Q What casual business was being carried on at 733 Bway when you went there?
A Mr Bramhall and Dr Bohm had a gas arrangement there.
Q Whom did you meet with Bramhall there besides Dr Bohm
Q From there where did you go if any where?
A 15 Cortlandt st.
Q With whom? A. Alone.
Q You met at 15 Cortlandt st whom if anyone?
A Dr Bohm and Mr Bramhall.
Q When did you again see him?
A 3 or four times during that day, with him that evening.

and the following morning.

Q On the following morning you met him where first?

A 733 Broadway.

Q Who was with him?

A Dr Bohm who came in afterwards.

Q Where did you go from there?

A New York Hotel.

Q With whom? A. Mr Bramhall.

Q Whom if any one did you meet at the New York Hotel?

A Nobody connected with the case.

Q From the New York Hotel where did you go?

A 15 Cortlandt st, left Mr Bramhall there.

Q From 15 Cortland st. where did you go this day you mention?

A I dont recollect the different places I went down to Prince & Whitely's

Q In the afternoon of ~~this day~~ where did you go?

A I met Bramhall and Bohm in the Astor House.

Q From there where did you go with them or either of them?

A To 733 Broadway.

Q The next morning Saturday where did you go?
A Met Bramhall at 733 Broadway that was the first of November.
Q From there where did you go with him?
A To the N. Y Hotel and then got into a hack and went to the Astor House.
Q Whom did you meet there?
A His mother though I did not speak to her. [objected to as irrelevant & immaterial] I think Dr Bohm came in I am not certain.
Q The following Monday, the 3d of November did you meet Mr Bramhall? A Yes.
Q Where? A 733 Broadway.
Q Was any one else with him?
A No.
Q From there where did you go?
A To the New York Hotel.
Q And met whom there?
A Nobody, Dr Bohm came in while we were there.
Q What occurred then?
A I drew up a note for $1585.15 I think that was the amount

A I think it was dated the 4th for him to get his mother to sign it.

Q Do you recollect whether the note was made on the morning you went with Bramhall to the New York Hotel or on a subsequent day?

A I drew the note either Saturday or Monday morning I dont know which I think it was on Monday morning at the New York Hotel.

Q That was the morning one note was drawn?

A Yes sir the note on which my name was.

Q Was it indorsed that time?

A Either that morning or the following, by Bramhall I dont know whether it was on the morning of the 4th or 3d that she signed the note I havent seen it since.

Q Up to that time had you seen Mr Thompson?

A I think not

Q And when did you first meet him?

A One evening about 7.30 or 8 o'cl at 733 Broadway.
Q Can you tell what date if you can approximate to it?
A I think during that week between the 3d & 10th.
Q How long after the making of these notes?
A After the making of the note.
Q Were you introduced to him at 733 Broadway?
A I was.
Q By whom? [all taken subject to the above objection.]
A I am not certain whether it was Bramhall or Dr Bohm. I think both came in with him.
Q And you were at 733 Broadway before Thompson came in?
A Yes sir.
Q What conversation if any took place at that time?
A They were showing him the gas machine.
Q Well?
A That is all they were talking over and we all went down to the N.Y. Hotel and had a drink.

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I left them there and went home.

Q Did you see Mr Thompson the next day?

A He called the next morning at 733 Bdway.

Q Did you hear any conversation that took place between them?

A I did not.

Q When did you see him again?

A They went down to the N.Y. Hotel and talked there and while I am not certain, I think the next morning in the N.Y. Hotel.

Q After meeting Mr Thompson at 733 Bdway the first time, how often there after did you see him?

A Well several times, at different times.

Q Did you see him each day after that?

A No.

Q About how often do you suppose?

A I saw him come into Nelson & Co's once.

Q Do you recollect anything of

(November 17,

A. [Witness refreshes his memory with memorandum which he took at the time, as there is no testimony to show that such memorandum is connected with ~~the~~ case.]

Q. Did you make ~~the~~ memorandum of your transactions of November 17 last?

A. I did. [objected to]

Q. When did you make such memorandum?

A. On the evening of the 17th. [all this testimony objected to]

Q. Does that memorandum contain any reference to any transaction between Mr Thompson Dr. Bohm Bramhall and yourself? [objected to as immaterial irrelevant & incompetent]

A. Yes between Mr Bramhall & myself.

Q. Can you testify to the transactions that occurred on that night except from the memorandum you made at the time without refreshing your memory from the memorandum?

A. Yes sir.

Q. On the night of the 17, November

where were you?

A At the Astor House [Objected to for the reason that the witness has stated he cant remember without referring to the memorandum.]

Q Who in did you meet that time

A Dr Bohm & Mr Bramhall.

Q Any one else, did you meet Mr. Thompson there?

A Yes sir. [objected to]

Q What if anything occurred in the presence of Mr Thompson?

A Mr Thompson came in about 6 o'clock to the vestibule of the Astor House. Mr Thompson (Bramhall & Dr Bohm) stepped over to one side and had a talk together I was not interested in the conversation and paid no attention to it.

Q How late did you remain with Thompson & the rest at the Astor House?

A I guess Thompson was there about 20 minutes.

Q And from there where did you go?

A I went up town with Mr Bramhall and Dr Bohm I am not certain

whether Bramhall went with us or not I think he did.

Q Was Mr F B Churchill present at the Astor House at the time you, Mr Bramhall and Thompson and Dr Bohm were there?

A I am not certain whether Churchill came in that evening or not there was one evening he came in.

Q How many times did you see at the Astor House?

A But once.

Q. At that time was any check for $5 given to Mr Churchill

A Not that I saw.

Q. About the 13th or 14th of November did you meet Mr Thompson?

A. I think he came to the Astor House that evening and met Dr Bohm Mr Bramhall and myself.

Q What part of the Astor House?

A The main entrance.

Q Can you recollect what occurred that time?

A Mr. Bramhall wanted some money and I think, gave Thompson

a $10 check to get cashed for him.

Q. What further if anything happened?

A. Thompson was gone about 10 or 15 minutes and came back and handed him some money I dont know how much.

Q. What you have stated is from knowledge so far?

A. Yes Sir.

Q. Do you recollect about the time that Mr Bramhall delivered any notes to Mr Thompson?

A. Yes sir.

Q. When was that?

A. On or about the 10th.

Q. How many notes were delivered to him on or about the 10th?

A. I cant say.

Q. Were you present?

A. I was in the Astor House. Mr Bramhall came to me and asked me for these notes, one to my order Mr Thompson was not present.

Q. Tell what.

A. I delivered the note to Bramhall

Q And dont know what he did with it?
A. No.
Q Did he ever tell you what he did with it in the presence of Thompson?
A No.
Q Have you any knowledge of when these other two shots were delivered to Thompson?
A I dont know.
Q On the 18th November do you recollect whether you met Mr Bramhall?
A I did.
Q Where?
A In the Astor House.
Q What time?
A About 6 o'clock I was with him from 5 o'clock in the afternoon
Q How long did you remain with him?
A Till 8 o'clock.
Q At 8 o'clock where did you go?
A I went home then, left Dr Bohm & Mr Bramhall at the Astor House together. Mr Thompson & Charles E Spier was present and E D Macomb that was all.

Q Had you left Mr Thompson with Bramhall and Dr Bohm when you left at 8 o'clock?
A No. He had gone down town with Mr Speir.
Q On the 19th did you meet Mr Bramhall?
A Yes in the morning at 733 Broadway.
Q What time in the morning?
A About a quarter past ten.
Q From there where did you go?
A Down to the Astor House with him in a cab.
Q And how long did you remain at the Astor House?
A Dr Bohm was there. I remained there possibly an hour and left Mr Bramhall and Dr Bohm there and went down town to see some other parties.
Q Did you return to the Astor House?
A I did
Q Whom did you find there?
A Dr Bohm and Bramhall waiting to meet Mr Thompson.
Q About what time did you return?
A About 2 o'clock.
Q How long did you remain there with him?

A All the afternoon with Bramhall
Q Dr Bohm went over to Thompson's
Q office
Q From there where did you go with
Mr Bramhall?
A We went up town together I think
Q to the 5th ave Hotel.
Q On the 20th did you meet Mr.
Bramhall?
A Yes sir.
Q Where? A. About the same thing
over again. [all this testimony objected to]
Q Where?
A At 733 B'way went down to the
Astor House with him.
Q Whom did you meet there?
A Dr Bohm.
Q How long did you remain there?
A Pretty much all day. ~~Dr~~ I
would go out and Dr Bohm would
Q be there and vice versa.
Q And when you left what time
was it?
A We went up town about 6 or 7½ o'clock
Q Who went up town?
A Dr Bohm Mr Bramhall & myself.
Q On the 22d did you meet Bramhall
A Yes sir. in the morning at the

same place and went down to the
Astor House with him.
Q Who did you meet there?
A Dr Bohm and during the day
Q Mr Thompson came in.
Q For why did you remain with
Bramhall at the Astor House?
A All day off and on
Q And when you left there where
did you go in the afternoon or
whatever time you left.
A We left generally in the evening about
7 or half past 7 o'clock and went
up town together.
Q And on this night did Mr Bram-
hall go with you? A Yes sir.
Q On the 22nd did you meet
Bramhall? A I did.
Q Where
A I met Mr Bramhall on the eve-
ning of the 22nd. I think I did
not see him in the morning.
I was down town all day but did
not meet him and was at the
Astor House but he was not there.
Q Where did you meet him?
A I went into the Brunswick Hotel
to meet a party and found Bramhall
sitting there.

Q That was Saturday night the 22nd?

A No I think I met him after the 22nd and think he told me he was going to Boston. I think it was Monday night I met him at the Brunswick Hotel and I was surprised to see him there.

Q Do you recollect whether or not you met him at the Brunswick on the 22nd? [Objected to as being already stated by the witness]

A I met him on Monday night I think.

Q That would be the 24th then? Do you recollect whether you met him on the night of the 22nd other than you have stated? [objected to as being already testified to.]

Q Did you make a memorandum of the places you were at on ~~the night of~~ the 22nd November? [objected to as already answered]

A I simply made a memorandum of many matters that is all.

Q Would the memorandum you made at the time refresh your memory

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as to where you were on the night of Nov. 22 [objected to, as the witness has already stated that the memorandum was in relation to matters unconnected with this case]

Q Are you positive without looking at your memorandum, where you were on the night of November 22? [objected to because witness has already answered the question]

A Am not positive.

Q Would your memorandum refresh your memory as to where you were on the night of November 22?

A It would.

Q Does that memorandum contain references to the transaction in this matter? [

A To money matters between Bramhall and myself. [objected to because the witness has already stated that the memorandum in that book had no reference to this matter but related to money matters between Bramhall and himself.]

Q Would those transactions indicate your whereabouts on that evening?

A Yes sir, but I think I can ~~tell~~ do without referring to the memorandum I think I was with Mr. Bramhall on the 22nd I think I was with him in the evening of the 22nd at the 5th Avenue, with him and Dr Bohm.

Q How long did you remain with him there?

A I think as late as 9 o'clock.

Q And from there where did you go with him?

A I left him there and went home.

Q Left him with whom? [all subject to the above objection.]

A. I left him in the 5th ave Hotel I got into a carriage with Dr Bohm and went up to the Vendome Hotel

Q You met Dr Bohm with Bramhall at the 5 ave. Hotel?

A Yes I went up there with him from the Astor House.

Q And there met Dr Bohm?

A Yes sir.

Q How long did you remain at the 5th Ave Hotel?

A Till about 9 o'clock, I tried to get a check cashed for Dr Bohm

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Mr Bramhall went from home and I went ~~from~~ with Bohm to the Vendome.

Q You left Bramhall at the 5th Ave Hotel what time?

A About 9 o'clock

Q What time did you leave the Astor House to go to the 5 ave Hotel

A We were together all that day the 22nd.

Q On the following Monday night the 24th [illegible] did you see Bramhall if at all?

A [illegible] Bramhall I went there about 6-30 I could ~~think~~ judge, I see a English friend and found Bramhall setting there, was surprised to see him there, asked him what he was doing.

Q What time you say!

A about 6 or 6-30 I went there before going over home.

Q What occurred there?

A I sat down there, chatted with Bramhall. While there Mr Churchill came in, I was surprised to find Bramhall there as he told me he was going to Boston.

Q Did Mr Thompson come in that evening?
A Yes about 9 o'clock.
Q What was said to him?
A He sat down between Brumhall and myself and told Mr Brumhall that he expected to have the notes he held discounted the next morning at 10 o'clock, that Mr Brumhall had given him a reference of some large firm and he had gone to the Business Bank, and they had stated this man had paid who was the reference and Thompson said the Bank showed him the figures which he was very much surprised over, and said it was necessary to arrange other reference and said he had got somebody [it was understood that ~~he~~ we got as Mr Brumhall was concerned, it was not to be known] Mr Thompson said they had arranged a reference and that he would get the money by 10 o'clock the following day.
Q What further took place?
A He asked Mr Brumhall that he would pay this money directly into

E010

5010

2 What correction ~~did~~ do you make?
A It was understood that the Comp'y was to be formed and that he

was to be the attorney and that was so stated to him.

Q Did Mr Thompson state that he had had these notes discounted, but that they were upset by Speir and Bohm coming to his office?

A He did say they would have been discounted if it had not been for Speir & Bohm upsetting it.

Q Have you given me the substance of the conversation you recollect that took place at the Brunswick?

A It is hard to recollect.

Q Did you meet Bramhall the 25th?

A I did.

Q Where do you recollect?

A At the Hotel Brunswick

Q Were you with him all day?

A I think I came into the Brunswick Hotel at 5 o'clock.

Q Did you remain with Bramhall all that evening? A I did.

Q Till what time about?

A I guess about 11 o'clock.

Q Do you recollect the 26th, did you meet Bramhall then? A Yes.

Q Where? A at the Brunswick.

Q What time?
A I forget I think in the evening.
Q Did you remain with him the rest of that day?
A Perhaps 5 or 6 ~~o'clock~~ hours.
Q Did you meet Bramhall between the 26th & 29th
A I think not. Thanksgiving morning he came to my house & went over to the Brunswick with him from there. Bramhall had told me the night before [objected to] Bramhall was very much worried in mind [objected to] He was in the city and his wife supposed he was in Boston. [all objected to as a conversation between witness and complainant in which defendant was not present.]
Q When did you meet Thompson again?
A The next time I met him was at 71 Broadway.
Q At whose place?
A Gault's place or in front of it.
Q When was that?
A I think the 29th the complainant was there and Dr Bohm.

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Q What occurred there?
A Thompson came up to me and asked if I wanted to see Bramhall alone & I did he would make an appointment to meet him at Blair's at 4 o'clock. I know nothing of the conversation that occurred between Bramhall and Thompson and Bohm at that place.
Q When did you again meet Mr Thompson?
A The next place was the following week on Saturday I don't know whether it was that Saturday or not It was in the morning on Park Row & Churchill was with me.
Q What conversation took place if any?
A Mr Thompson wanted to know where Mr Bramhall was, I told him he was at the Astor House and wanted to see him, asked Thompson to go there with me he said he could not go. that he had a case in court that he would meet me at 12 o'clock at the Astor House I asked Thompson if he was certain he could meet me at that

time as I did not want to wait, finally the time was fixed at 2 o'clock. I was sitting in the Astor House in the Gents' Room with Will Churchill when a friend of Thompson's came in, a gentleman who was identified the other day. He called Will. Churchill out in the hall, In a few minutes I went into the hall and met Thompson.

2 What conversation took place in relation to these matters?

A I demanded from Thompson the notes. He said he had a bill against Mr Bramhall for legal services. I asked him what the amount was, he asked me to fix the bill myself. I told him I could not do that as he knew the value of his own services better than I. He studied a minute and then again asked me to fix his charges or fees. I declined to do it. He then said he thought $500. was what he fought to charge and he would deliver the notes on payment of that amount. I made

for payment of the note I had indorsed separate from the others. I made a bet with him for the purpose of getting him to produce the notes.

Q. This was in what month?

A. After the commencement of this suit, I told him I would present the claim to E C Bramhall whom I represented. He then made an appointment with me for Tuesday afternoon the following week as I was going to Boston that night. I came back, was at the appointment at 1-30 waited till 3 o'clock (the appointment was at the Astor House) and was off and on around the house till evening.

Q. What further occurred?

A. That was all.

Q. Did Mr Thompson offer to deliver these notes to you other than you have stated? A. No.

Q. Did you make any other demand upon him? A. Did not.

Q. Did he offer to deliver them to you and make no claim.

A. No.

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Cross Examination of Corbin

~~W. M. Rodell~~ Q Where do you reside?
By Mr. Thompson A. 18 East 13th St.
Q How long have you resided there?
A. 2 or three months.
Q Where did you reside before that?
A (In) the country
Q What number of Camp 167?
Q Have you been possible for
A Quite a few weeks or two months.
Q Where before that?
A Since in 28th street 7 years.
Q What business are you engaged in?
A General Manager of the Consolidation Min. Co.
Q When was the company formed?
A Incorporated the 31st of last January
By Mr. Wilkes
Q Did you say you were a lawyer?
A Yes sir.
Q When did you study law?
A In San Francisco with U. U. Newcomb
Q Were you admitted to the bar?
A No.
Q When was that?
A 1866 I first commenced with him in 1861 I think
Q What had 1866 to do with it?

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POOR QUALITY ORIGINAL

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A I studied in 1866.
Q What is your business? A Mining
Q Mining what? A Miner.
Q Of what? A Mineral.
Q What kind of minerals?
A Gold silver lead and copper
Q Do you mean that you are a practical miner? A Yes
Q When did you work in a mine last? A. 1876.
Q Where was that? A Nevada.
Q What mine? A DeFris
Q When did you become an owner of mine? A 1876.
Q What mine? A DeFris
Q When did you become the owner of it? A 1876. Q What became of it then? A I sold it.
Q What other mine have you since owned? A The Grand Prize, the Howe, the Huber. Q Any others? A What is called the Comis mine, the Russel mine and the North Navajo and the North King and the South King in Arizona had interest in those.
Q Where were these mines ~~situated~~?
A All in Nevada.
Q Any other mines in Nevada?

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A Interest in other mines.
Q Was the De Fris mine a corporation?
A. Yes sir.
Q What is its capital stock? [objected to as the records of the incorporation are the best proof.] A five millions.
Q The Grand Prize a corporation? A Yes.
Q What is its capital? [same objection]
A I think 10 millions.
Q The Hove a corporation? A Yes.
Q What is its capital stock [same objection]
A I cant remember something over a million.
Q The Huber a corporation? A. Yes.
Q What is its capital stock? [same objection]
A About a million.
Q The Comis a corporation? A. Yes sir.
Q What is its capital stock? [same objection]
A I think 10 millions.
Q Was the Russel a corporation? A. No.
Q What was the value of it?
A Cant tell till it is prospected.
Q Northern Navajo a corporation?
A It was not when I bought it.
Q What did you pay for it?
Q The North & South King corporations? A Yes.
Q What was their capital stock?
A I cant tell. [same objection]
Q What is your best recollection?
A I have none. Q. More than one million?
A. I can't say.
Q Where were you on the night of the

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0115

last December?

A I met Mr Bramhall in the morning and was with him most of the day

Q Where did you meet him?

A I think at the Astor House.

Q What time in the morning did you meet him that day? A About 10 o'clock.

Q Where were you about 4 o'clock that day?

A Just where I can't say

Q What day of the week was the 19th Dec?

A I think it was Wednesday.

Q Where were you on the 12th Jany?

A Astor House. Q What time?

A I usually went there in the morning about 10 o'clock.

Q Have you any recollection of the fact apart from the habit you had of usually going there?

A I went with Mr Bramhall every morning and ~~went~~ met him that morning.

Q How do you know you met him that morning?

A I met him that morning if it was not Sunday.

Q Have you any recollection of the fact of having met him and having been there that day independently of your mere habit of going there and meeting him? A. I know I met him that day.

Q What fact or circumstance particularly

occurred that day to enforce it recollection with you?
A If I can refer to my memorandum book I can tell ~~[illegible]~~ quickly.
Q Did you refer to your memorandum book with respect to the dates that you were questioned about in your examination in chief?
A I did not. I tried to but it was objected to.
Q When did you first meet Bramhall the complainant here?
A 29th of October 1884.
Q Where? A 15 Cortlandt st
Q At a Liquor saloon?
A yes sir in Elton's place I met him outside the saloon in front of it.
Q Who introduced you to ~~[illegible]~~ him?
A To Dr Bohm.
Q Were you with him every day thereafter?
A Except Sundays.
Q Was the Astor House your rendezvous or place of meeting?
A No we met at 733 B'way, the N.Y. Hotel
Q In the Barroom? A No in the Gents' sitting room and in ~~the Astor~~ House in the sitting Room, and in 15 Cortlandt st. in Mr Elton's office and also in Gault's 71 B'way meet him in billiard room there.
Q What was your business that in

72. A I was placing a property here and also engaged in a railroad matter
Q What property were you placing?
A Large mining property.
Q What was it called? A Kansas Chief of Colorado.
Q Who was owner? A I could not tell.
Q Who employed you to place it?
A Mr. Culver of Culver, Paige, Hain & Co. of Chicago. Monroe st. bet. Dearborn & Clark.
Q What did you do with respect to placing that property here?
A Several gentlemen — Q What were their names — A I don't remember.
Q Give me one name? A John Burdell.
Q Where does he live? A 121 Prairie Whitley.
Q What is his business? A Mining man.
Q Give me another!
A I presume I do [illegible] I don't know their names.
Q Give me one name more!
A I think A. P. Ryan.
Q Do you know where his office is? A No.
Q Did you present it on the street?
A No he came to my office.
Q Where was that? A [illegible] at the time I made my headquarters at Prince & Whitley.
Q Was you authority to place that mine in writing? A Yes.

Q. Do you know Mr. A. Ho.
that was charged on your books change
Mr. A. Ho charged to Clearings.
Yes it could be A. Ho. charged to
made entries to credit?
Did anything go to Mr. Chief
General Cashier?
Where is he?
A. Office is in the Wells Building.
What consideration did you get for indorse-
ing it?
What I was to get money to pay
that indebted was to increase the
That would require considerable expenditure
I don't remember the amount.
Did the money come into the hands of
Chief Cashier to pay
Yes.
Do you [illegible]
(Objected to as irrelevant)
You helped him out with your indorsement?
Yes.
Were you aware the amount of the note
when you indorsed it?
I didn't know.
Had you any bank account that time
Yes sir.

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[illegible]

[illegible]

[illegible]

Silas Gurney

What is your business now?

[illegible] of

the [illegible] Custom [illegible]

2 [illegible] that [illegible]

Under the [illegible]

[illegible]

2 Does the certificate state that the

of the [illegible]

4 the Blank [illegible]

[illegible]

[illegible]

money.

2 What salary do you receive as general

0121

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[illegible]

[illegible] ~~[illegible]~~ [illegible]

[illegible] Thomas in
[illegible] demanding [illegible]
[illegible]
Do you [illegible]
saying to you that [illegible]
[illegible] money due [illegible] would
surrender this note.

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continued
on Page 101.

~~Recapitulation~~

Cross Examined by Mr. Cleveland.

2 Obtained the title of the firm you do business with? of Caswell Hagard & Co.

2 Are you a member of that firm?

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A. That he would meet me on Tuesday at 2 o'clock at the Astor House, I telling him I would come back to meet him.

Q Before that conversation just detailed did Mr. Thompson ask you to interest yourself in his behalf in some way?

A Simply to fix the sum that I thought was due him because, he said, I knew, ~~he said~~ the services ~~that~~ he had done.

Q Have you given all the conversation that took place between you and him at that time? A No sir.

Q Give it all?

A I refused to do so. Mr Thompson asked me again to fix the amount, I told him he knew what his own services were worth better than I. He then said he would deliver the notes upon payment of $500, I told him I would submit the claim to the elder Bramhall. We then appointed this meeting upon Tuesday at 2 o'clock upon my return from Boston. I was there at 1:30 and waited till 3, was around the Hotel till perhaps half past six but Mr Thompson did not come.

Q. Did you promise to pay him that amount at any time? A I did not.

Q And no conversation took place between

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continued from ~~Bramhall's~~ Davis's Cross Examination P. 99.

— went out to take a drink with a friend and they went down there, that is Mr Bramhall told me so.

[Mr Blunt moves to strike this out as hearsay]

Q What is the name of the friend with whom Mr. Bramhall went out?

A George W. Burroughs of Boston.

By Mr Blunt Q When with Mr Thompson at the Astor House did you state to him that you were going to Boston and that you would pay him any money due him for services on your return?

A No sir.

Q What did you state to him?

A I told him I was going to Boston

Q What did Thompson say to that?

you and him in which you made such offer? A. No.

By Mr. Q Are there any judgments against Brooke in this ~~City~~ state? A No, sir.

Q In any other state? A No sir

Q Were you ever arrested?

A I was once through mistake, about 14 years ago through a little malice

Q Where? A In Chicago.

Q What charge? A I don't know what charge it was, I acted as agent between 2 men.

Q Don't you know what the charge was?

A. No.

Q Was it larceny? A. No.

Q Forgery? A No.

Q What was the allegation?

A I had made a trade between 2 parties one having a large parcel of land and the other trading whiskey, some $40000 worth, I was trading for the parties that owned the land and suggested to the party who owned the whiskey, to go personally and examine the title as I knew nothing about it, He done so and found a flaw in the title which broke

up the trade. He came to me and wanted reimbursement for the expense he had been put to and talked with the owners of the property and they declined to pay the money alleging that the title to the property was not affected and the two got into a quarrel over it, and the owner of the whiskey came into my office one day and talked pretty loud. I ordered him out of the office, he had the owners of the property arrested and included me in the papers and the matter dropped there and was ended.

Q Were you indicted?

A I think we were but it never came to trial.

Q What was the indictment for? [objected to as the title is the best proof]

A I think the only thing they could get an indictment for would be conspiracy.

Q Was that the indictment?

A I think so I am not certain.

Q Were you ever arrested on any

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A Never.

By Mr Blunt

2 You only acted as agent for one of the persons in this transaction?

A Yes sir.

2 Did you any personal interest in the transaction either way?

A No sir.

2 Was the indictment ever tried.?

A No.

2 How long ago was this?

A I think about 14 or 15 years ago.

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Sec. 192.

3 District Police Court.

Undertaking to appear during the Examination

CITY AND COUNTY OF NEW YORK, } ss.

An information having been laid before Patrick G. Duffy a Police Justice of the City of New York, charging Henry Thompson Defendant with the offence of Grand Larceny

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

We, Henry Thompson Defendant of No. 30 East 117 Street; by occupation a Lawyer and Patrick J. Moynahan of No. 19 Park Row Street, by occupation a Hotel Keeper Surety, hereby jointly and severally undertake that the above named Thompson Defendant shall personally appear before the said Justice at the 3 District Police Court in the City of New York, during the said examination, or that we will pay to the People of the State of New York, the sum of Ten Hundred Dollars.

Henry Thompson

Patrick J. Moynahan

Taken and acknowledged before me, this 30 *day of* January 1885

P. G. Duffy Police Justice

0132

CITY AND COUNTY OF NEW YORK, } ss,

Patrick J. Moynahan

the within named Bail and Surety being duly sworn, says, that he is a resident and house holder within the said County and State, and is worth Twenty Hundred Dollars, exclusive of property exempt from execution, and over and above the amount of all his debts and liabilities, and that his property consists of household furniture sailing yacht carriages and wagons at Bay Side Long Island personal value twenty hundred dollars

Patrick J Moynahan

Sworn to before me, this 30 day of 188 5

Police Justice.

Undertaking to appear during the Examination.

Taken the 22 day of January 188 5

Justice,

Henry Thurlow

vs,

THE PEOPLE, &c.,
ON THE COMPLAINT OF

Henry Thurlow

District Police Court.

0133

District Attorney's Office.

Part 2

PEOPLE

vs.

Henry Thompson

For Pleading

July 11/87

Bodeman notified

June 6/87

0134

District Attorney's Office.

PEOPLE

vs.

Henry Thompson

G.L. 1st Deg.

Lee endorsement for dismissal — Oct 1/87 BM.

To Mr Parker

Mr Bedford,

Please present to court. RDP

0135

COUNTY OF NEW YORK, SS.

In the Name of the People of the State of New York, To any Sheriff, Constable, Marshal or Policeman in this State, GREETING:

An indictment having been found on the 4 day of February 1886, in the Court of General Sessions of the Peace, of the County of New York, charging Henry Thompson

with the crime of ~~Grand Larceny in the first degree~~

You are therefore Commanded forthwith to arrest the above named Henry Thompson and bring him before that Court to answer the indictment; or if the Court have adjourned for the term, that you deliver him into the custody of the Keeper of the City Prison of the City of New York,

New York City, the 5th *day of* February 1886.

By order of the Court,

Clerk of Court.

0136

N. Y. General Sessions of the Peace

THE PEOPLE

OF THE STATE OF NEW YORK,

against

Henry Thompson

Bench Warrant for Felony.

Issued February 5th 188 6

☞ The officer executing this process will make his return to the Court forthwith.

0137

GEORGE W. BLUNT,
ATTORNEY AND COUNSELOR,
254 BROADWAY,

NEW YORK, Sep. 30 188 7

Peace

Hon R B Martine
Dist Atty &c

Dear Sir.

I am authorized by the compl't in case of People & Fred Marshall vs Henry Thompson indictd for Grand Larceny to consent to a dismissal of the Proceedings -

Yours &c
G W Blunt
Atty for Compl't.

0138

GLUED PAGE

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

PEOPLE OF THE STATE OF NEW YORK

against

Henry Thompson

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

Henry Thompson

of the CRIME OF Grand Larceny in the First Degree,

committed as follows:

The said Henry Thompson,

late of the First Ward of the City of New York, in the County of New York aforesaid, on the eighteenth day of November, in the year of our Lord one thousand eight hundred and eighty-four, at the Ward, City and County aforesaid,

with force and arms, one written instrument and evidence of debt, to wit: a certain promissory note for the payment of money, being then and there wholly unsatisfied, for the payment of and of the value of one thousand four hundred and seventy seven dollars and twelve cents, and two other written instruments and evidences of debt, to wit: two certain other promissory notes for the payment of money, being then and there wholly unsatisfied, for the payment of and of the value of one thousand five hundred

and sixty seven dollars and eighty five cents each, of the goods, chattels and personal property of one William H. Bramhall, 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 Henry Thompson of the crime of Grand Larceny in the first degree, committed as follows:

The said Henry Thompson, 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, being then and there the agent of one William H. Bramhall, and as such agent then and there having in his possession

custody and control certain goods
chattels and personal property of
the said William H. Bonnewell,
the true owner thereof, to wit: one
written instrument and evidence
of debt, that is to say: a certain
promissory note for the payment
of money, being then and there
wholly unsatisfied, for the pay-
ment of and of the value of one
thousand four hundred and seventy
seven dollars and twelve cents,
and two other written instruments
and evidences of debt, to wit: two
certain other promissory notes
for the payment of money, being
then and there wholly unsatisfied,
for the payment of and of the
value of one thousand five
hundred and sixty seven dollars
and eighty five cents each - the said
Henry Thompson, with force and
arms, did then and there feloniously
appropriate the said promissory
notes to his own use, with intent
to deprive and defraud the said
William H. Bonnewell of the
same, and of the use and benefit
thereof; and the same goods, chat-
tels and personal property of the

said William McCandless did then and there and shooting feloniously steal, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

Third Count:

And the Grand Jury aforesaid, by this indictment further accuse the said Henry Thompson of the Crime of Grand larceny in the first degree, committed as follows:

The said Henry Thompson, 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, being then and there the bailee of one William McCandless, and as such bailee then and there having in his possession, custody and control certain goods, chattels and personal property of the said William McCandless, the true owner thereof, to wit: one written instrument and evidence

0142

debt, that is to say: a certain promissory note for the payment of money, being then and there wholly unsatisfied, for the payment of and of the value of one thousand, four hundred and seventy seven dollars and twelve cents, and two other written instruments and evidences of debt, to wit: two certain other promissory notes for the payment of money, being then and there wholly unsatisfied, for the payment of and of the value of one thousand five hundred and sixty seven dollars and eighty five cents each, — the said Henry Thompson did then and there feloniously appropriate the said promissory notes to his own use, with intent to deprive and defraud the said William H. Crandall of the same, and of the use and benefit thereof; and the same goods, chattels, personal property of the said William H. Crandall, did then and there and thereby feloniously steal, against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

Randolph Bernatchez,
District Attorney.

For the reasons stated in the statement of the complainants attorney and upon careful consideration of the facts of the case I recommend that this indictment be dismissed.

Jno D Lindsay
Deputy

Witnesses:

James Gifford
Ash Switch

Bailed by

Patrick J. Monohan
~~19 Park Row~~
17 Fulton St.

Oct 3/87 Complaint & Witnesses Sworn to before me this date
Chas. Spencer
Justice

B.N. Feb 5/86

K 39

Counsel

Filed 4 day of Feby 1886

Pleads

THE PEOPLE

vs.

Henry Thompson

Grand Larceny 1st Degree.

[Section 528 and 530, Penal Code.]

RANDOLPH B. MARTINE,
District Attorney.

Verdict dismissed by Court. Oct 3/87

A True Bill.

Foreman

Filed Oct 22 1887

0144

Town of Tyrone Court of Special Sessions of the Peace

The People	Indictment for
vs	Grand Larceny —
Henry Thompson	Filed

George W. Blunt states as follows: I am the attorney for William H. Brandtell upon whose complaint the above named Henry Thompson was arrested, and have been authorized by the said complainant to consent to a dismissal of the indictment herein.

The charge arose out of a transaction wherein Brandtell delivered to Thompson three promissory notes for the purpose of discount. Said notes were not discounted and Thompson, who is a lawyer, refused upon demand to return the same to Brandtell, claiming to have a lien upon ~~a right to retain~~ the same ~~possession~~ for professional services rendered on Brandtell's behalf.

Whereupon complaint was made before a magistrate charging Thompson with the larceny of the notes and he was arrested and subsequently indicted upon that charge.

Now I have serious doubts of any guilty intent upon the part of Thompson in not in view of all the circumstances and his conduct at the time, I have serious doubts retaining these notes, and believe that he

did willfully & maliciously publicly & openly refuse to hold the same ~~[illegible]~~ of a high ~~[illegible]~~ public service.

I write that Eric Thompson has returned the said notes to Brandell me as Brandell's attorney

I am therefore convinced that the ends of justice will be fully subserved by a dismissal of this indictment.

Aug. Sept 30, 1887

[illegible]

[illegible]

TORN PAGE

0146

Sec. 198—200.

CITY AND COUNTY OF NEW YORK, } ss

21 District Police Court.

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

Question What is your name?

Answer Henry Thompson

Question. How old are you?

Answer 30 years

Question. Where were you born?

Answer. New York

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

Answer. 304 E 117 St

Question What is your business or profession?

Answer Lawyer

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

H. Thompson

Taken before me this 15

0147

January 2d 1885

The People and
William H. Bramhall
against
Henry Thompson

Counsel representing William H. Bramhall.

I move to strike out all of the testimony heretofore taken of William H. Bramhall on cross examination relating to a check of Williams of $75.00 dollars, a note of One hundred dollars to have been given to one Gerken, a note of $38 11/100 dollars due April 30th 84 a note of $507 63/100 dollars September 13th 84. a note of $387 50/100 dollars August 8th 84. a note of $38 11/100 dollars - August 8th 1884. note of $665 53/100 dollars October 13th 84. Two notes of $564 70/100 dollars each November 10th 1884. as not having any relevancy or bearing to the issue.

By the Court. Motion

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William H. Bamhill further
cross examined by Mr Brooke.
Q Do you know where the New York
Stables are 274 Mercer Street.
A No sir I do not.
Q Do you know where the New York
Hotel is ?
A Yes sir
Q You have referred to that in your
previous examination ?
A Yes sir
Q Did you incur an indebtedness for
carriage hire at the New York Hotel
Objected to.
I Object to all the testimony under
this line of examination Answered
subject to the ruling of the Court;
Defts Counsel. * irrelevant and not pertinent
to the issue. I offer this testimony
upon the assertion that I will
connect it. —
Q Did you receive a bill for such
carriage hire ?
Answer
Bill offered for Identification
Marked Defts Ex 1. January 2d 1885
Q Exhibit one handed witness) Do
you recognize that bill ?

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A. I do not sir

Q. The suggestion upon the first line of that bill is a reference to the bill rendered is it not?

A. Yes sir it seems so.

Q. The bill which was rendered and to which this bill refers to. do you say you did not see it?

A. Not that I am aware of I don't know recollect ever seeing one.

Q. Did you say to the person or his representative who made the claim for the amount of that bill upon you that Mr Thompson had those notes referring to the notes in suit upon their negotiation was instructed to pay that bill?

A. Yes sir I did not.

Q. Do you know the firm of Samson and Company, 172 Green Street, Phila?

A. I know of the firm

Q. Did you have any business dealings or transactions with them?

A. Not personally.

Q. Do you know of the existence of an association or corporation which ever it might be whose title is the Newyork Portable Automatic

gas works company?

Answer:

Q. Is that the company to which you referred in your previous testimony?

A. I don't know how to answer that exactly

Q. Did you issue any bill for which you were to be responsible personally in the name of that company with Shannon & Co.?

Answer:

Defendants Counsel offered a paper for identification and marked Deft's Ex B. January 20/1885.

Q. Defendants Exhibit B for identification shown witness) Was that bill ever been rendered to you or a duplicate of it?

A. I cannot positively state if it was or not.

Q. The first item on that bill is as follows: Furnishing and putting up one sign black and gold, $47.00 dollars? Where was that sign put up?

A. On the front of premises 933 Broadway.

Q. Whose place of business was that?

A This gas company that it refers to.
Q And who represented the gas company?
A Mr Bolm and myself.
Q And in what relation of representative what capacity did you occupy those premises?
A To form a gas company and to manufacture gas and to sell the works.
Q Then your object was to form a gas company. At this office?
Answer
Q And that was the condition of affairs and the condition of the association or corporation at the time this bill was contracted?
Answer
Q November 13th 1884?
A I cannot positively state the date the bill may call for it
Q Exhibit B for identification again shown the witness?
A November 13th the bill calls, and I suppose it must be.
Q Whatever may be your recollection as to the date the office of Mr Bolm and yourself was there, for the purpose of putting up gas

works and there was no company.
A. I said
Q. And if no company was in existence, and none of the necessary conditions existing for carrying out the avowable purpose of its business how did you come to contract this bill in the name of the New York portable gas water company.
A. I did not contract it in that name.
Q. What was on the sign?
A. I suppose what was need there. I cannot positively state what was on that sign there was a lot of it on there
Q. Was that title on there?
A. I dont think those exact words that are down there.
Q. I mean the title of the persons who is a creditor on that bill was that on that sign? (referring to exhibit B")?
A. I believe it was sir;
Q. Who ordered this sign to be painted
A. Mr Bohn.
Q. Do you know of the fact of his ordering it to be painted?

A I did

Q Discuss it with him?

A Yes sir

Q and ordered to be painted by your joint authority?

A Joint authority Yes sir

Q Had there been any meeting of the board of trustees or directors of an association or corporation known as the Newport Automatic Portable Gas Water Company that authorized you to have any such sign painted?

A No sir

Q Had there ever been to your knowledge any such application certified ~~or recommending or requiring~~ filed in the County clerks office in the city of Newport forming such corporation

Objected to

By the Court

A No sir

Q Did you ever see Norman & Company with respect to this bill?

A I have not.

Q Did you ever instruct or inform them that Mr Thompson was

0154

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intitutted with these notes chargable by the endorsement of your mother to her seperate estate for the purposes of negotiation and that this bill among others cannot be paid out of the proceeds of this negotiation ;

Answer

Q Do you know of the existence of a firm doing business under the name of Foreman and company as carpenters and builders at 52 Lafayette place ?

Ans Yes sir

Q Did you contract any bill with them ?

Ans Yes sir

Q What was the amount of that bill ?

A $9 35/100 dollars.

Q What was it for ?

A Carpenter work

Q For whom ?

A To fix up the building to get ready for business ;

Q Fix up the building, for whom was it done ?

A R H Robins

Q Did you give any compensation

to Foreman and company for that bill?

A. I do.

Q. What was it?

A. A check.

Q. Whose check?

A. My check.

Q. Your individual check?

A. Bramhall and Speir's check.

Q. On what bank?

A. First national bank of Jersey City

Q. Did Bramhall and Speir have any account in that bank?

Ans. Yes.

Q. At the time you gave the check?

Ans. Yes.

Q. What was the amount of the check.

A. $35/00 dollars.

Q. Was the check returned "not good"?

Ans. Yes.

Q. You knew it was not good when you drew it?

A. I did not sir.

Q. You are the Bramhall of Bramhall and Speir is you have already testified

Ans. Yes.

Q. Was a demand upon the return

of that check made upon you for the payment?

A Yes Sir

Q Was there any threat or any action made by the business office against you?

A No Sir

Q Did you say to them that Mr Thompson had these notes and when they were negotiated he was authorized and instructed to pay them out of the proceeds?

A No Sir

Q I understood you on your examination the other day when I interrogated you as to your knowledge of Ernest Cecil Northcote to say that you had known Northcote in the neighborhood of a year.

A I remember that is right Sir.

Q And that at some time within the limit of that acquaintance you had given him for negotiation some 4 or 500 dollars of your paper, the majority of which paper was endorsed by Mr Commander?

A So that William Churchill

Ayes sir

Q Now when did you give him that paper?

A I cannot tell you the exact date sir.

Q What considerations did you give him for its endorsement.

A Nothing at all

Q Were there any other endorsers upon that paper excepting Churchill

A Yes sir

Q Please call your attention to the fact that those notes were endorsed two of them as you testified by Mr Bowman and by Mr Churchill they are the notes which are the subject of this proceeding, did you give either of them gentlemen any consideration for the endorsement?

Ans:

Q Those notes were made in the name of Bromhall and Spain?

A Yes sir

Q And for the purposes of negotiation and discount and to raise money upon them?

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Ay sir

Q your name is William N Bramhall

A yes sir

Q Who is Edwin P Bramhall ?

A Edmund.

Q who is he ?

A my father

Q do you know of the existence of a corporation entitled the Montpelier Manufacturing Co.

A I did know of them existence I dont know if they are in business now or not.

Q Whether they are or not do you know of a judgement being on record against your father and yourself recorded on the 30th of November 1879. for $5,645 - do you objected to

By the Court.

A yes sir

Q do you know a Bennett Samson

A yes sir I think thats the name I know the person by.

Q do you know Charles H Smith

A yes sir

Q do you know of the fact that on

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the 4th of January 1883. a judgement was obtained against you and Stonnett Lawson jointly for One hundred and twenty dollars and 74/100 at the suit of Chas F. A. Nemnichs;

Objected to

Answer I do not

Q Do you know of the fact that you were jointly sued;

A I do not sir.

Q Do you know Mr W Churchill;

Ans I do sir

Q Do you know John E Thompson and Highby Bonnell;

Answer I

Q Do you know that on the 19th of November 1884 a judgement was obtained against you at the suit of John E Thompson and Highby Bonnell and you had impleaded with you William Churchill as defendant for $416 & 82/100 dollars.

Objected to

A I saw a judgement in the paper.

Q Do you know the fact that there was a judgement against you

Mr Churchill jointly ?

Ans Yes Sir

Q Then I understand from your testimony now that when you gave the seven thousand dollars of notes to Ernest Cecil Northcote endorsed by Churchill for the purpose of raising money upon them which notes according to your previous testimony were given either the day they were endorsed by Churchill or the day after you knew at that time there were judgments of record against you to the extent of 5567 37/100 dollars ?

A I did Sir

Q And I also understand that you had not received from Northcote at all those notes at any time back with your possession ?

A I did not Sir

Q And I understand again from your examination that in addition to the 7000 dollars of notes whatever they were, between Mr Eight thousand dollars you executed the notes aggregating between 48 & 49 hundred.

dollars knowing at that time that no part of the 15-67 37/100 dollars or no part of the judgements had been paid

Answer

Q Do you know a gentleman by the name of O'Delaney, in this city?

Answer I know his name of hearing but I dont know him.

Q Apart from your personal knowledge of Mr O'Delaney do you know the fact of your being indebted to him?

Answer

Q Do you know the fact that he is the holder of any promissory note of yours?

A Yes sir

Q What is the amount of the note of which he is the holder?

A Some thing over a thousand dollars I cannot state the amount.

Q Do you know the fact that suit had been commenced on that note?

Objected to.

Q Do you mean against me?

Q Yes sir
Q Nosir
Q Do you know the fact that those 3 promissory notes in this action are the subject of an attachment issued in the suit of the Delaney's note?
Answer
Q When did you first become acquainted with Mr Bohm?
A I cannot state sir it was along about, nearly a year ago.
Q Where did you become acquainted with him?
A In 4th Street Mr Jacobsons office I think it was.
Q What sort of an office does Mr Jacobson keep?
A Gas business, gas fixtures
Q Who introduced you to Mr Bohm
A Mr Elkins
Q Mr Elkins first name?
A I cannot tell you now I may tell you later.
Q What is Mr Elkins business?
A Well that is pretty hard to say
Q He does the best he can?

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1

Cross-ex

Q What was his business?
A He was interested in different patents and one thing and another
Q In connection with what patents different or otherwise was he interested in when he introduced Mr Bohm to you?
A She introduced me to Mr Bohm in connection with the Sanderson Carburator.
Q Do you remember when it was?
A I cannot state sir
Q Do you remember the month?
A I do not.
Q Do you remember the season of the year?
A I think it must have been the early part of the spring
Q Speaking of what year? the last year
A I don't know but what it was along February March or when it was I cannot exactly state.
Q Then about as near as your recollection serves you you think it was about February or March 1884?

Ans. Yes sir

Q. Did you know Mr Bohm having at that time?

A. I did not until he was introduced to me

Q. Were you informed upon your introduction, by him that his business was?

Ans. Yes sir

Q. What was it?

A. He was interested in the Sanderson Carburetor.

Q. What was the Sanderson Carburetor?

A. Carburating gas, and selling it.

Q. Were you interested in anything in connection with the manufacturing of gas at that time?

Ans. No sir

Q. What incident brought you to Mr Jacobsons office to be introduced by Mr Elkins to Mr Bohm in relation to his connection with Sanderson Carburator.

A. To see about selling the state rights

Q. It was your individual interests you were consulting?

Ans. No sir

Q whose interests?

A with others connected with him

Q who was connected with him at that time?

A Mr Elkins was to receive certain percentages of Lord & Or Bohm & one other.

Q Did you ever sell any of Sanderson's Corporator?

A I did.

Q Then nothing really grew out of the matter?

A Nothing sir.

Q How long did your association with Mr Bohm in connection with Sanderson's Corporator continue to exist?

A I met him occasionally two or 3 months.

Q Had you any other business with him?

A I did, we had no other business in connection with him or in association with him to the Sanderson Corporator while they were talking in relation to that he introduced this new gas business

to him?

Q What was the new gas scheme?

A The gas business that was mentioned there this gas company?

Q Can you remember the title of it

A The american automatic gas works company or some thing like it

Q That is as near as you recollect it now?

A That is as near as I remember it now

Q The company that you referred to is the company that is described in the creditors title of Deft Exhibit B. for identification of this date that I showed you this morning?

A Yes sir it was the gas company in Boston, I think it was the American gas and water company.

Q Was it the american automatic gas water company of Boston? that Mr Bohum talked to you about out originally

A Yes sir of Boston

Q What interest had Mr Bohum in

21

1

what?

A No interest at the time sir

Q Was that his incentive for talking to you the fact that he had no interest?

A He had no interest when he talked to me about it

Q How long did the conversation and interview concerning that period of time continue respecting this matter gas company of Boston

A I think about four days.

Q Then the suggestive conversation upon that matter dropped did it?

A Yes sir

Q If it only lasted four days and nothing came of it, what did become of it?

A Talked about it.

Q Did you anything else but talk about it?

A Yes. contracts given,

Q Contracts between whom?

A The first contract was between Mr Bohm and Burr office 45 Broadway.

Q Who is Mr Burr?

0168

1

A She is an attorney.

Q What interest had Mr Burrill the ~~automatic~~ Boston Water gas company. or the automatic gas water company of Boston if you know,

Objected to

A I don't remember the terms of the contract.

Q Apart from the terms of the contract do you know what interest Mr Bohm had in the company.

A No interest that I know of.

Q Then your communication was between Mr Burr and Bohm, in respect to the gas company. In which neither of them had any interest

A. They had an interest if either of them carried out the contract.

Q What was the contract,

A I cannot state its so long ago.

Q Had you any interest in the contract,

Answer

Q How came it, it was necessary for you to communicate with

Mr Bohm who had no interest in the company. and Mr Burr who also had no interest in the company. and you having no interest either in either the contract or company?

A If the contract had been carried out I would have had an interest

Q Do the Mr Burr whose name you have mentioned, the Mr Burr who ~~executed~~ assumed or acted as your counsel or attorney when you were in Lindau Sheffield in the action of Trumbull?

A yes sir

Q Can you remember the time or about the time that when it was that Mr Burr was instructed by your communication in relation to Mr Bohm and in relation to the contract

A I think it was the latter part of October I think it was, I think it was in October, or August.

Q How often did you have interviews and communications with Mr Bohm and with Mr Burr, in relation

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to the engagement or existing contract which was it was between them in connection with the Automatic American gas water Company of Boston?

A I cannot say the number of times

Q Can you give me some idea about the number of times?

A I cannot sir

Q What is your best recollection a dozen interviews?

A I should say so.

Q Was more than daily interviews or was there some time elapsed between them?

A Sometime between them.

Q About how long a period was occupied so far as your recollection serves you in this interviewing?

A In the neighborhood of a month or thirty days

Q That moved bringing it to the latter part of September so far as your recollection is now?

A Yes sir

Q Was there any particular business connection or relation between Mr Burr and Mr Bolum. Anyone

during the time you have been referred to except the contract of the Automatic Water Gas Company?

A. I did think not.

Q. Was Mr Northrop a party to these interviews and negotiations, as well?

A. Yes.

Q. Was it before or after the interview and negotiation that the gas thousand dollars afterwards were given to Mr Northrop for negotiation?

A. I think it was before.

Q. When you have had interviews formally, according to your recollection as it serves you about a dozen of them with Mr Bohm and Mr Burr in relation to this contract with the Automatic gas Water company of Boston the subject of that contract and that business was dropped and ended?

A. Yes it ended with Mr Burr.

Q. When was the Newport American portable automatic water gas works started?

A. I think about the 25th of September.

Q. Who were the incorporators?

Q Then were you incorporators are
were trying to form a company.
Q Then there never was such a
company in existence?
Answer
Q And it went up to this date?
Answer
Q There was never a corporation formed
Answer
Q And there never was a joint association
under any statute of this state
formed?
Answer
Q Any stock issued in any such
company?
Answer
Q Any gas works erected?
A Yes sir excepting what was in the
office up there
Q What gas works were in the office?
A There was a gas works in the
office to demonstrate the manu-
facturing of the gas.
Q Did you mean a model?
Answer a practical machine to
illustrate the work.
Q That is there was simply a machine
in the office?

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A The same as they were building and putting in in Boston.
Q How much of the building did the company occupy?
A The first floor, I suppose two steps up from the sidewalk
Q How many rooms?
A One.
Q What was the dimensions of it?
A 25 feet in front 30 in the back and 75 feet in depth
Q Who rented those offices?
A R H Burlum.
Q The lease was in his name?
A Yes sir
Q How long did they continue to be occupied for any such purpose?
A Up to the first of November.
Q Until the first of November?
A Which that was I
Q From about the first of October to November?
A From the first of September it may have been because we were there 2 months.
Q Why did they leave?
A Because the contract was not carried out.

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Q Did you meet with the landlord or with the gas company?
A With the gas company.
Q How about the landlord?
A It was not carried out.
Q In other words they were disposed were they not?
Objected
A I should state sir
Q Have you any knowledge of his

Q Do you know what Mr Bohm's occupation is?
A Dentist
Q Is Mr Bohm a man of property to your knowledge?
Objected to
A I should state sir
Q Have you any knowledge of his

Q Did you meet with the landlord or with the gas company?
A With the gas company.
Q How about the landlord?
A It was not carried out.
Q In other words they were disposed were they not?
Objected
A Yes sir
Q What became of the machine?
A The Boston people went it down to the smoke house building
Q When Mr Bohm in his name or in the name of the Mengark automatic portable gas works company rented the premises The Boston people supplied the machine and the premises continued to be occupied for 2 months until the landlord dispossessed?
Objected
A Yes sir
Q Do you know what Mr Bohms occupation is?
A Dentist
Q Is Mr Bohm a man of property to your knowledge?
Objected to
A I should state sir
Q Have you any knowledge of his

possession of any property real or personal?

A. I have not sai

Q. Have you any knowledge as to his condition as to solvency or insolvency?

A. Objected to?

A. I have not sai

Q. Did you think it worth while to make any such inquiry when you asked him to endorse 500 notes sui this action?

A. I did not.

Q. Did you sui fact see any such inquiry?

A. I did not.

Q. Where did you first become acquainted with Mr Cummins?

A. I dont remember exactly when?

Q. When?

A. About 3 months ago as near as I can remember it.

Q. Had no knowledge of him or no acquaintance of him until 3 months prior?

A. It may have been as long ago as that.

Q. Then you had no knowledge or acquai

of or with Mr Cameron excepting an acquaintance that commenced either within 3 months or within a shorter period of 3 months.

Q That is all

Q Don't you recollect where you met Mr Hunt?

A I do not

Q Who introduced him to you Sir?

A I think Dr Bohm although I cannot be sure.

Q The place you don't recollect?

A I do not sir

Q How often have you seen him and conversed with him since the time you first met him?

A The first two or 3 weeks I probably saw him half a dozen times since then I see him daily.

Q How often had you seen him when he endorsed this note $5 68.70.?

A a number of times

Q any business transactions before that?

A yes

Q What nature?

A assist to look after some of my matters.

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Q. Which matters what kind of matters
A. Matters attending to some claims
Q. Looking after my business
Q. What kind of matters?
A. Settling up some accounts and some debts.
Q. Give me the names of the persons he was connected with in settling up the claims and accounts?
A. Answer to my recollection personally it was for my father.
Q. Did you and your father become acquainted with him?
A. I cannot state that
Q. Who introduced him to him?
A. I cannot state I saw him here
Q. Did you know him before your father?
A. Yes sir
Q. Then his acquaintance of your father was an acquaintance through you?
A. Yes sir
Q. Now state any claims and debts of persons he was settling up; that is their nature matter?
A. That is the Williams check of $75.00 dollars.
Q. What other matter? the check for

company of $900 dollars of Tonnan Company?

Ans. Yes.

Q What other matter?

A I don't remember them now. There were several other matters I cannot think of them now; probably my father knows.

Q I want to know your knowledge?

A That is all I remember at the present time.

Q Can you remember any single instance of any claim or debt or transaction of any other price of business on your account in which Mr Commerce was connected except the millions check and the check of Bradshell and Speri. check you got and the Tonnan and Company check of $900.?

Ans. I remember the check that Mr Thompson had of One thousand dollars.

Q Was that check paid?

A Yes Mr Thompson stated that he had paid them it.

Q Then the cheque of $1000 dollars that you referred to who was that

given to.

Q. That was given to Doctor Bohm?

A. Yes

Q. Although you put it to him at the Astor house I am not sure.

Q. Was the check cashed at the Astor house?

A. I gave it to Doctor Bohm.

Q. Was the check cashed?

A. I don't know sir

Q. Did you ever see it after you gave it to Doctor Bohm?

A. No sir not that I am aware of.

Q. Did you ever hear of it?

A. Yes sir

Q. In whose possession was it ~~after~~ after you had by it?

A. In Mr Churchills.

Q. Mr Fred Churchill

A. Yes sir

Q. How long was that after you gave it to Mr Bohm.?

A. I cannot say.

Q. Was the check given to Doctor Bohm to raise the money on it on the day you gave it to him?

A. No sir

Q. Was it given for the purpose of

making it with the bank?
A. No sir it must have been given for the purpose of raising the money?
Q. Did you have the money in the bank when you drew the check?
Answer
Q. Was the money raised upon it?
A. No sir not so far as the doctor tells me.
Q. Did you get a portion of it?
Answer not a penny.
Q. Didn't you get 700 of it?
Answer
Q. Have you paid that check since?
Answer
Paper marked Exhibit C. Defts Shown witness, for Identification
Q. Exhibit C. for Identification shown witness Is that the 500 dollar check to which you last referred?
Yes sir.
Q. That is made payable to the order of R. V. H. Barbour, dated January City November 17th 1892. Where was that check made out at the Astor House
Q. Will you look the minutes in pencil on the face of that check.

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Q. Is not good dont send again doesnt it?

A. Yes sir.

Q. There has been a number of those checks returned and endorsed by the bank the same way?

A. Some of them were returned that way.

Q. Just look at the last endorsement upon that check? Philip Milligan do you know Phil Milligan

A. Was introduced to him once. I merely met him but once.

Q. Have you ever been there since the check came back?

A. Not that I am aware of.

Q. Having looked at the check and seen the endorsement upon dont you know the money was procured upon that check?

A. I do not know.

Q. Have you any doubt about it?

A. I should say no by the looks of it

Q. Do you know the date the warrant was issued in this case?

A. I do not sir.

Q. It was issued on your complaint was it not?

A. Yes sir I dont remember the date

Q Would your memory be refreshed by subjection of the date?
A It may be.
Q Was it the 3d of December?
A 3d of December I think
Q Were not all the transactions relating to their existing between Mr Corbense in connection with your business since the issuing of this warrant.
Answer
Q How many of them were before?
A I dont recollect sir
Q Was there any of them except the fifteenth check?
A I dont recollect I dont recollect whether that was so not.
Q Then you mean to say you dont recollect whether any of them were before or ~~after~~ not?
Answer sir
Q Was the attention and interest of Mr Commerce in trying to settle up these claims against you with respect to these bad checks the consideration which induced him to endorse your note for the sum of $1567 ~~00~~ dollars
Answer

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1

Q Were you ever indebted to Mr Furnese
Answer
Q How to you?
Answer
Q Any other dealings between you & Mr
those personal matters to which
you have referred?
Answer
Q What is Mr Furnese's business?
A Mr Furnese is a man that has an
interest in mining business.
Q In what mine?
A That I dont know
Q Where does he conduct his mining
business?
A In Nevada I suppose I remember.
Q How do you know anything about
his business?
A Only what he states.
Q Is he a gentleman of any responsibility
Express
Q And he endorsed your note of $1000
$1/100 dollars.
Express
Q To whom else besides Mr Northcote
and Mr Thompson did you give
your promissory notes at any time
during the past year for negotiation

1

Objected to

A. I do not think I saw anyone of them
that I saw there of course at present.
I don't think of anybody at the
present time

Q. When did Delaney get the note
he commenced proceedings upon?
A. From Mr the cute

Q. Was that one of the Merchants Notes
Answer:

Q. Did you give any notes to Mr Sterling
for negotiation?
Answer:

Q. That you are positive about?
Answer:

Q. Does Mr Sterling had any of your
notes?
A. Not that I saw among them

Q. When did you see Mr Sterling last.
A. Not over 3 weeks.

Q. where?
A. At the Astor House

Q. What is his first name?
A. Sherwood

Q. In what did you say his business
was?
A. His office is at 261 Broadway.

Q. Where he in office at 261 Broadway

Answer.

Q Was he a note defaulter?

Answer. not that I am aware of.

Q Have you been pressed upon a note in which Mr Sterling alleges under oath that he has defaulted.

A Not that I am aware of.

Q Has Mr Sterling been following upon up and trying to ~~negotiate~~ collect any note defaulted?

Answer.

Q Did he show you a note?

Answer.

Q Did he tell you he had it?

A Yes sir.

Q Do you know what note it is?

A A note of $50.0 dollars that I gave to Mr Ryder

Q Why did you give it to Mr Ryder

A I gave it to him in a business transaction

Q When?

A Six months ago

Q What business?

A In his grate box business

Q Did you buy grate box from him?

Answer.

Q You mean to say that he did contrary

the note ?

A I dont know what he done with it

Q You mean to say that you received the money on the note from the gentleman in the gute bar house ?

A I do not

Q Did you get the money on it ?

A I did not.

Q Who did you give the note to ?

A Mr Ryder

Q What for ?

A He was to give me certain interest in different patents of his

Q Did Mr Sterling has been pressing you for the collection of that note

A He asked me what I was do about it.

Q How many other notes did you hand Mr Ryder ?

A Two all told

Q What was the amount of the other

A Three hundred dollars.

Q That is one thousand dollars in all you gave Mr Ryder ?

Ans Yes.

Q Paid either of them ?

Answer

0187

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Q Have you ever been sued on either of them?

A. Not that I remember

Q Would you not be likely to remember if you had been sued up on them

A I think I would

Q who else do if you give promissory notes to?

A I don't remember sir

Q what to the best of your recollection is the aggregate amount of unpaid promissory notes made by you and now due and remaining unpaid.?

Objected to as barring no relevancy to the matter in the case

A I cannot state

Q Give us your best recollection and judgement I don't ask you for any stated amount.

Objected to.

Q I wanted here to have you state so that we won't misunderstand each other, what is your best judgement is the aggregate amount of promissory notes executed by you and now out and unpaid including all such

promissory notes made by you.
Objected to;
A I should say in the neighborhood of 12 or 15 thousand dollars.
Q What is the aggregate amount of checks you have given from time to time now out and unpaid;
Objected to.
A To the best of my recollection only this one of fifteen dollars
Q Is this check of Mrs Ford's paid;
Answer:
Q When did you pay it;
A I cannot state
Depts Counsel offers a paper for identification marked Depts Exhibit D. January 25 1885
Q You are sure it is paid;
Why do its paid
Q Will the Court allow enough to look at documents Exhibit D "If this date This receipt (showing)
Is that a receipt for the payment of the $75.00 dollar check of Williams given to Leighton that you referred to;
Answer:

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Paper offered in evidence by Mr Mills Defendants Exhibit "A" which reads as follows,

"Received New York December 6th 1892 Charles E. Comis Esq Check of E. A. Brainerd for $75.00 dollars and 49/100 dollars in cash that check is paid up in full of check for $75.00 dollars drawn by H. N. Williams Pres and Treasurer. and said last mentioned check then to be delivered to said Comis

Martin and Smith
attorneys for A. L. Leighton

Q Is that what you call a receipt for the payment of the Williams check?
A Yes sir.
Q How did you pay that check?
A Mr Comis found it.
Q Paid it in what?
A In a check.
Q What check.
A It states there
Q In whose check did Mr Comis pay it to your recollection?
A. E. A. Brainerd

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Q Where your father?
A My father is attorney.
Q Attorney for whom?
A E. C. Brumbell as factor for mother.
Q Is E. A. Brumbell your father or mother?
A My father
Q Then it was paid in check of your mother?
A Yes sir.
Q Was that check been paid?
A Yes sir.
Q That transaction occurred since the issuing of the warrant in this case?
A I assume so
Q Apart from assuming so is it the fact?
A Yes sir.
Q Who is this plumber?
A Brady
Q Did you mean a bill with him at this place (referring to a paper)?
A Yes sir.
Q What was the amount?
A I cannot state
Q What is your best recollection
A I don't remember.

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Q Have you ever paid his bill?
Answer
Q Was it not an absolute understanding and instruction that in addition to the matters referred to in the last portion of your evidence that Mr Thompson was to pay all the various items and checks and bills out of the proceeds of these notes upon negotiation to which I have called your attention this morning?
Answer
Q He was not to pay any of them?
A He was not to pay a dollar.
Q You didn't intend to pay any of them?
Applause
Re-cross Examination
Mr Browne examines the stenographic note The complainant Mr Bramhall who was being cross examined, after leaving the stand before the examination is complete communicates with Mr Bohm.
Q The check of $7500 dollars you say Mr Bramhall was paid Apple in

Q By whom was that check drawn?
A Mr Williams Superintendent to my order.
Q And was it protested?
Answer. Yes.
Q So that the check was returned to us the receipt that was put in evidence by the defendant
Answer.
Offered in evidence Marked Plaintiff Exhibit 1. in evidence
Q That being the check as being named in the receipt Defendant Exhibit C. that was to be returned upon its payment
Answer.
Q Was the bill of Lorman & Co for $35.00 dollars paid?
Answer.
Q That is the check that was given for the payment of that amount and protested and was subsequently taken up by the payment of the money
Answer.
Q Was the rent of the premises occupied by the Automatic Gas Water Company in Broadway paid?
Answer.

Q When these three notes were delivered to Mr Thompson the subject of the complaint again mentioned was of somebody was present ?

A Doctor Bohm

Q Where were they given to him at what place ?

A As near as I can recollect at the Doctor's House.

Q In the presence of Doctor Bohm ?

Answer:

Q How 3 notes ?

A Two of them at that time

Q were they all 3 delivered at one time

Answer:

Q How many were delivered at one time ?

A Two of them.

Q When these two were delivered was Doctor Bohm present ?

A Yes sir

Q When was the 3rd one delivered before or after the first two ?

A after.

Q At what place ?

A Doctor's House

Q Who was present at the time of the delivery of the 3rd note ?

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A Dr Bohm

Q At the time of the delivery of the 2 notes who delivered them to Mr Thompson you or Dr Bohm?

A Dr Bohm

Q What was paid at the time they were delivered to him if anything?

A Thompson states he wanted have the notes discounted at the 6th National bank. And that he wanted return the proceeds at once.

Q What was stated to him by either you or Doctor Bohm when the notes were delivered to him?

A It was stated to him that we wanted the money on the notes so he told us he wanted have it done home. The notes discounted and he stated he wanted return the proceeds immediately of course, if not sooner

Q Was it stated at the time you delivered these two notes to him the purpose what you wanted them negotiated for?

A Yes sir

Q State the circumstances

A We told him we wanted to pay up something on the contracts and also

0195

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to pay for fitting up our offices and Etc at no 33 Broadway.

Q. What did he say if anything at the time you gave him the two notes to have discounted?

A. He said he would have them discounted and he would return them and make no charge for them in any way or form. And that he would have it done for 6 percent per annum. And he said you might well give the order and I will save time and trouble and I can have it all done at one time and if we didn't want use all of it we could leave a part of it in the 6th National Bank and we then delivered the 3 notes to him. And he said if you just have the 3 notes are and put them all through together and make one batch of it

Q. Did you give him the 3 notes?

Q. Did you at that time not any promise to pay Mr Thompson 100 dollars for the negotiation of those notes

Ans:

Q. Did you at any time promise to pay Mr Thompson any amount of money out of the proceeds of those notes if any were realized for his services as counsel or for any other purpose?

Objected.

A. He said he would charge nothing for doing it

Q. Then he agreed at the time he negotiated those notes that he would return the proceeds & not make any charge?

A. Yes sir

Q. was anything paid by him at that time about any charge for legal services?

Ans:

Q. Were the notes given for any other purpose than you have stated?

A. Nothing at all only just to carry on the Gas business

Q. Did you state that to him the purpose for which those notes were given?

Ans: did

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Q were the notes given to settle any of the notes mentioned and brought up by Mr Brooke on your cross examination
A no sir
Q any such statement ever made by Mr Thompson? A: No sir
Q did you retain Mr Thompson to perform any services for you for you personally?
A I did not agreeing to pay him for them he asked me and wanted me to give him matters to take charge of and he stated positively he would not charge me anything to do it
Q was a demand made upon Mr Thompson for the return of the notes
A yes sir
Q Have they ever been returned?
A no sir
Q Did you loan Dr Bohm any money
A yes sir
Q About how much any one sum that you loaned him?
A I've done so.
Q where was it loaned to him?
A Dr Boston

J3

1

Q Was Mr Thompson requested by you to take charge of the suit against W. W Churchill?

A I stated him about it & he said put it all in his hands & he danced loose after it.

Q Was he also requested by you to take charge of the Leighton matter?

A Yes sir in the same way.

Q What if anything did he state in relation to any services that he had performed in the Leighton matter?

A He told me he had been down to see Martin Auchmuth & Co. And that I would not be troubled again.

Q Was that all he stated he done in that matter?

A That is all sir.

Q Did you give Mr Thompson any of the facts that had been elicited by Mr Brooke on your cross examination as attorney?

Objected to

A. No sir

Q Did you state to Mr Thompson the

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you had given a note for $3 Dy. 4/100 Dollars due August 30 th 1874 or one of $50 Dy 63/100 Dollars?
Answer

Q Was any of the notes mentioned in your examination?
Answer.

Q Have you any knowledge whether a demand was made upon Mr Thompson on the $10 Dollar Check which you have stated on your cross examination as given by you and subsequently protested.?
Ans yes.

Q State what knowledge you have?
A The $10 00/100 Dollar Check Mr Thompson told me he had taken up and torn it up and the next to of it I seen he had it in his possession

Q Do that the check he stated he had taken up and tore it up?
A yes sir

Q In relation to the $150 Dollar Check Mr Brumhall have you knowledge as to whether any

~~affidavit~~ offer was made by Mr Thompson or the holder of that check
Answer
Q State if you remember the circumstances under which that offer ~~draft~~ was made?
Objected to. Irrelevant.
A It was stated at the time the Fifty dollar check was paid it was stated there was a 1500 dollar check out it was then and there offered to be paid and Thompson said it was at his house and he didnt bring it down and that he moved bring it down the next morning It must have been Mr Churchill stated that I was not present.
Q You were not present?
Answer I was not
Q Have you any knowledge that an offer was made to pay this $1500 dollar check?
Answer
Q Have you any knowledge that he refused to accept the money that was tendered for the amount

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Q Was the contract in relation to the American Water gas Company in writing?

A Yes sir

Q Has Mr Thompson performed any services for you individually?

A No sir

Q What if any statement did he make to you in relation to Northcote?

A He told me he wanted have Northcote arrested, and that he wanted get back some of the money that he had provided my father out of some Four hundred dollars and he also stated after this that he had Mr Northcote arrested and the Four hundred dollars had been paid and he deposited a check with the sheriffs office with Mr Tommy Irvone, the Sheriffs clerk he told me from time to time that the money was there and at any time he wanted it we could get it and he thought it was not better to take it until

the notes related to had been paid the Delaney and Mr C Cullum and the other notes.

Q Have did Mr Thompson get knowledge of the existence of the notes that were mentioned?

A Told him about it

Q Did you tell Mr Thompson about all the notes that had been mentioned by you on your cross examination?

Answer

Q What notes did you tell him of. that you recollect.

A Told him about the Northcote notes

Q How many did northcote had.

A 3 or 4.

Q To whom were they made payable

A To M M Churchill.

Q Was the note of $507.63 of September 13th 1884 one of the notes that you delivered him and told him of?

A I didn't tell him at that time I knew nothing about it until Mr Cheriton told him.

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Q Was Mr Cheniton the endorser of that note $50 & 63 dollars?
Answer
Q Was Mr Churchill endorser?
Answer
Q Was Mr Churchill endorser of the two notes of $38 & 50 dollars August 8th 1884?
Answer
Q Was Mr Churchill an endorser upon them?
Answer
Q Was Mr Churchill an endorser upon the note $665 53/100 dollars October 15th?
A. Mr Cheniton was not an endorser
Q Was Mr Churchill?
A Returns not.
Q Was Mr Cheniton the endorser on the note $560 70 November 10th?
Answer
Q Was Mr Cheniton the endorser of either of them?
Answer
Q Which of any notes did you call Mr Thompsons attentions to

0204

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when you were having these actions with him?

A The November notes.

Q You don't know how many there were there?

A I think there were four.

Q Have you know the aggregate amount.

A I do not

Q Any other notes except the November notes that you mentioned to him

Answer I think not.

Q Did you mention to him the bill of Tolman and Company?

Answer

Q Did you mention to him the existence of the Williams check of Sapos Deacons?

Answer

Q How did he get possession of that information?

A I handed him a letter from those parties stating that they wanted time to collect and pay the check; and upon the statement I handed it to him. And I advised him if he would go down and see the parties and fix it up

0205

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Q who introduced Northcote to you?
A I think it was George Lynch.
Q Did you meet him with Mr Thompson in relation to those notes which you had given him?
A Yes sir
Q Have you any knowledge whether he had any communication with Mr Thompson in relation to those notes which you had given him?
A Yes sir I was told so.
Objected.
Counsel moves to strike it out!
Q who told you?
A Mr Thompson.
Q now state what he said?
A He told me he had been to see Mr Northcote and that he had been in communication with him and that Mr Northcote was ready to settle and give up the notes and he promised me from day to day that Northcote had promised to give them up from day to day
Q Did you go to the sheriffs office to see if the check was there for

leo

$400 dollars that Mr Thompson had left there?

Answer

Q You made no inquiry there?

Answer not personally.

Q Was any inquiry made by your knowledge from the Sheriff?

Answer Who said there was no money deposited there.?

Q In all your transactions with Mr Thompson did you see him in company with any other persons than Doctor Bolum and Mr Cameron and your father?

Answer

Q Are these the only ones in your transactions with him that you ever met with him?

Answer

Recess.

Q Plaintiffs Exhibit 2 of this date shown witness is Mr Thompsons endorsement on that check?

A It is scratched out on the back of it

Q How do you know it was scratched out? Can you find any trace of Mr Thompsons endorsement

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there ?

Answer Lemmont.

Q Where was the check drawn ?

A In Boston.

Q Upon its return from whom did you get it ?

A From my partner.

Q was it in that condition with the exception at at that time of the blot ?

Answer

Q Do you know who did it ?

Answer

Q Did you see it done ?

Answer

Q That same check also has the endorsement of the bank on it dont send again Lemmont it ?

Answer

Q Complainants Exhibit 1. of this date shown witness ? that is the check of Williams has you have already identified it which was given to Mr Dougherty ?

Answer

Q That was written across the face of it in red ink payment stopped ?

6 E

Cyprian

Q what was that check given to you for?

A. as a loan.

Q Do you know why payment was stopped?

Cyprian

Q why?

A I was to make it good in case it was used?

Q Did you give a check in exchange for it?

Answer

Q You didnt make it good and used it?

Cyprian

Q You didnt make it good did you?

Answer

Q and that was the understanding upon which the check was originally given to you?

Cyprian It was given to me by another party

Q who was the other party?

A Mr Churchill at the Intercontinental Hotel.

Q you were there dancing?

Cyprian

0209

6 8

Q Did you pay for your dinner and cash the check?
A I did pay for some bills that Mr Churchill owed there
Q Then you didn't make it good?
A No sir
Q What is Mr Williams business?
A I cannot state
Q Where is his office?
A 46 Murray Street
Q Do you know what business?
A He is the agent for the Bristol Carpet sweeper?
Q Did you ever have a conversation with Mr Thompson when anybody else was present except Mr Thompson or not yourself?
A Yes sir
Q How often?
A Half a dozen times and perhaps more.
Resumed
Q Look at the endorsement plaintiff's Exhibit 2. Look at the first endorsement and see if you can state whose name it is?
A Fred B Churchill

Q Is that the Churchill that was the witness here on the notes you referred to?
A I think there were two Churchills but they were the only ones I met
Q Do you know where his office is?
A Illegible at 26 Park Place is now
Q Do you know with whom he is connected?
A Duffy and Churchill
Q Was Mr Thompson any ~~affiliation~~ in the ~~off~~ same building?
A He says he has.
Q Have you ever been there to see him
A once. And I saw the name of Duffy and Churchill on the door and asked the boy where he was and he stated he was out
Q Did he state that was his office?
A He did not.
Recess
Q You got the money for the 10 dollar check?
A Not the whole of it?
Q How much did you get?
A I think it was eight dollars.

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Q who got the balance the two weeks?
A Mr Thompson
Q How got $2.00 of it?
A yes sir I got eight Lemonade he got the other two I got eight.
Q Did Mr Thompson give you any of it?
A yes sir he gave me Eight dollars of it.
Q did the check go back no good.
because you didn't get the other two dollars?
A no sir
Q why was it returned?
A There was not enough there to meet it I told Mr Thompson so when I gave him the check.
Q to morrow I stated to Mr Thompson that you gave him a check that was no good he gave you the amount of money; you promised to take the check up the next day.
Respect
Q when you delivered the check to Mr Thompson did he deliver the money to you when you gave him the check?
A no sir he said he was going

to his office to get the money.
Sworn to before me
this 5th day of January 1877

Peace Justice

Mr Blount Representing the People.
The people not Rest not that
the examination proceede until
the defendant to proceede, and I
object to any adjournment and
further than that, no adjournment
can be had to take place proceeding
two days.

Mr Brooke Defendants Counsel,
The cross examination and
Re Cross and Direct Examination
of the complainant having been
completed. the defendant in
pursuance of the proof we shall
the examination to ready to
proceede. The two witnesses
for the people whose presence
at the time of the transaction
has already been proven, are
present in court and the Court

sel for the complainant asserting that he waived reasons calling them until after the defendants case in put in, the defendant then declined to proceede until he can have an opportunity to examine the testimony after it shall be written up by the stenographer.

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Sec. 151.

183 District Police Court.

CITY AND COUNTY OF NEW YORK, } ss

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

Whereas, Complaint on oath, has been made before the undersigned, one of the *Police Justices* in and for the said City, by William H Barnball

of No. 259 Sackett Bklyn Street, that between 12 day of November 1884 and 1884 at the City of New York, in the County of New York, the following article to wit: the 18 day of November

Three promissory Notes

of the value of Four thousand Six hundred + twelve Dollars, and Eighty two Cents

the property of complainant

was taken, stolen, and carried away, and as the said complainant has cause to suspect, and does suspect and believe, by Henry Thompson

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

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

Dated at the City of New York, this 3 *day of* December 1884

POLICE JUSTICE.

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POLICE COURT. ——— **DISTRICT.**

THE PEOPLE, &c.,
ON THE COMPLAINT OF

William H Bonwell

vs.

Henry Thompson

Warrant—Larceny.

Dated Nov 2d 188 7

Duffy *Magistrate*

Sullivan *Officer*

The Defendant Henry Thompson taken, and brought before the Magistrate, to answer the within charge, pursuant to the command contained in this Warrant.

Sullivan *Officer.*

Dated Dec 1st 188 7

This Warrant may be executed on Sunday or at night.

Police Justice.

REMARKS.

Time of Arrest, 2 PM

Native of N.Y.

Age, 21

Sex

Complexion,

Color W

Profession, Farmer

Married No

Single,

Read, Yes

Write, Yes

204 Mulberry St

the answer he received from the party who responded to his knock on the door he became very suspicious and ~~a~~ went and we both, rung around the corner, and we went to a hotel and looked the register over to see his name, an assumed name, and inquired for a police officer and waited all the morning for Francis at the Astor, had some thing to eat.

Q That morning! A From early early times in the morning to very late in the evening.

Q Do you recollect the date? A No.

Q The month? A During November.

Q When did you return Mr. W. B. Churchill to assist you in these Bramhall matters?

A The day previous to our call on Nathan at the McCloud Hotel.

Q And you communicated that fact to Mr Bramhall? A Yes Q Where? A At the Astor House.

Q What day? A The day must have been the 13th of November.

Q What time of the day or night? A During the day sometime between 1 & 2

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Q Who was present when this communication was made to Mr Bramhall?
A Mr Bramhall.
Q ~~Any~~ one else? A. No.
Q Have you any knowledge how long Mr Churchill was acquainted with Mr Northcote? A No sir.
Q Did he tell you at the time of the attempted negotiation of these notes how long he had been acquainted with him?
A I never asked him.
Q Did you ever see Mr Northcote before in Summer?
A Not to my knowledge.
Q When did you tell Mr Bramhall that Mr Churchill's acquaintance with Mr Northcote and Mr Allum and that alone it was necessary for you to consult Mr Churchill?
A The 13th day of November.
Q Where? A At the Astor House.
Q Where did you speak to Mr Bramhall about your duty, it is here, for the Bramhall and Northcote proceedings?
A Just previous to the delivery of the note to me.
Q Do you recollect where it was? A Yes

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Q Where was it? A. At the Union House.
Q When was?
A I can't tell just previous to the time I referred the notes to me.
Q What date was that? A. I don't know.
Q Who was present at that interview?
A Mr Bramhall only.
Q What did you threaten to do with Northcote at the Second Hotel interview?
A I threatened a great deal.
Q What did it consist of?
A Everything but murder.
Q What were they?
A I threatened him with arrest and he threatened to kick me. and I threatened to kick him, I threatened also to assist in every possible manner to prosecute him for perjury and he threatened to throw me out of the hotel door.
Q Did you go to any other place and have any other interview with Northcote that night? A Yes sir.
Q At 42nd & 6th ave. A. yes sir.
Q Do you recollect whose liquor store you were in? A No sir. I don't.
Q Who told you Northcote had left the city?
A Mr Sergeant Cahill.

Q. Where? A. At the Tombs police court.
Q. When? A. Most every morning.
Q. Who told you he was at Newark?
A. I was led to suspect he was there.
Q. Who told you?
A. No one. I suspected it from what I had heard.
Q. From whom did you hear?
A. From his counsel Mr Burr.
Q. Where did you search for Northcote in this city?
A. Lloyd Hotel, the Pin & Thomas' establishment 41 & 43 Bway. Russian Baths Lafayette st. Mr McCallum's office, & Stores in Spruce st. & various places I thought he might frequent.
Q. Why did you visit those particular places?
A. I thought he may frequent them.
Q. Did you ever visit them at any other place before? A. Yes.
Q. Which one? A. Lloyd Hotel and Mr Thomas's.
Q. Did you take any action in the Northcote matter for Mr Barnhart?
A. No sir.
Q. Did you have him arrested?
A. No I assisted to procure the warrants for his arrest for perjury.

Q That was in what matter?
A Turnbull vs. Northcote.
Q Did you state that Northcote had been arrested by a tailor named Mayer or such name? A No.
Q Do you recollect when the first note or notes were delivered to you, the notes in this complaint?
A A few days before I received the second.
Q When did you receive the second?
A I don't know.
Q Were you present when Mr Churchill (said to Mr Bramhall he would have to be paid as well for his services)? A Yes sir.
Q Who else was present?
A Only Mr Churchill (Bramhall and myself.
Q Where did it take place?
A In the Visitor house.
Q At what time?
A The 17th November in the evening.
Q What part of the Asylum?
A In the Rotunda.
Q Did you state at any time, ~~when~~ when these notes were about to be delivered, or after they had been delivered to you, that you would make no charge for their negotiation?

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A. No sir.

Q. Did you state at any time prior to or after you had received these notes that you could get them discounted within 24 or 48 hours, and that you would do the same for story and would charge Mr Bramhall a penny for it?

A. No sir.

Q. Did you make such statement to Mr Bramhall?

A. Never.

Q. Did you make such statement to Dr Behm?

A. Never had a conversation with Dr Behm about them. Was cautioned by Bramhall not to.

Q. Did you make such statements to Conrad, about the notes.

A. Never had any conversation with Conrad about the notes.

Q. Did you make such statements to Mr Ehrhardt?

A. No sir.

Q. When did you first show these notes to Mr F B Ehrhardt?

A. The very day I received them.

Q. When & where did you show them.

Q. How many times did you show him on that time?

A. Two.

Q. Do you recollect Dr Bernard

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A. No. I forget the notes.
Q. When did Mr Churchill advance to you many of the notes?
A. Between the 2nd & 17th days of November.
Q. (Or about this) he advanced to you in all?
A. $55,
Q. Did he advance to you more than ten or five notes?
A. No sir.
Q. On what characters they were made?
A. 5 & 10 bills
Q. What did you do with that money?
A. Handed it to Mr Bramhall.
Q. Where? A. International Hotel.
Q. What time? A. In the evening.
Q. Of what day? A. In the neighborhood of Wednesday.
Q. What day of the month?
A. I think the 19th.
Q. Where did Mr Churchill give you the money?
A. In the International Hotel. He handed me the money.
Q. In what part of the Hotel were you when he handed you the money?
A. In the saloon.
Q. What part of the saloon?
A. The Barroom.
Q. What part of the barroom?
A. The middle part.
Q. Where was Mr Bramhall at the time

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Churchill handed you money to you.!
A About 5 or 10 ft away.
Q And what did you then do.!
A Handed it immediately to Mr B Trenhaile
Q What did he state at the time you handed it to him.!
A He said when I negotiate the note to take out this $500 and pay the little bills afterwards.
Q Is that all A. Cabot all.
Q How near was Mr Churchill to Mr Trenhaile when this money was passed.!
A Right near him, the money was handed to Trenhaile at the end of the counter, Mr Churchill after handing me the money followed me down.
Q And who was present.
A Nobody but Mr Churchill Trenhaile and myself
Q Do you recollect whether Mr Churchill drew a check or not for this money?
A Yes. He did not
Q Did Mr Trenhaile state that he desired these notes to be negotiated and the money returned to him for the purposes of the Gas business!
A Mr Lin.

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Q Were these notes delivered by you to any other person than you have stated for negotiation?
A Not that I remember.
Q What services did you perform for Mr C C Bramhall? [objects to as being totally irrelevant] A Services of a legal nature.
Q What were they? [objected to.]
Q Did you perform any services for C C Bramhall in relation to this case here? A No sir.
Q What were they [objected to for same reason]
Q Did you receive from C C Bramhall a check for $50? A Yes sir.
Q Did you obtain the money for that check
A No sir.
Q Did you have the check cashed? A Yes.
Q And indorsed it?
A Yes I think I did.
Q For what purpose was that check given [objected to]
Q What did Patrick say he held from Mr Bramhall?
A I have forgotten.
Q Did he say he had more than one check
A I have forgotten.
Q Do you know C. Mr. Mayer? A Yes.
Q Did you ever perform any legal services for him?

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A Yes sir.

Q From whom did you inquire as to the responsibility of Mr A Bramhall?

A From F B Churchill.

Q Any one else! A, Yes sir.

Q Who else! A William H Bramhall.

Q Any one else! A, not that I remember.

Q How many cases in all do you recollect having (negotiated) notes or concerned) — [Objected to as immaterial & irrelevant]

Q How many cases can you ~~recollect~~ recall that you have been connected with generally since your admission to the bar?

[Objected to as immaterial]

A A great many I dont ~~remember~~ remember the number.

Q Have you a register of any of them?

A I think I have.

Q Can you recall the number of cases you have tried either, in plaintiff or defendant, since 1875?

A I have tried and assisted in a great many cases the number of which I dont remember.

Q Did you ever receive money from people as a retainer? [Objected to]

Q Did you ever receive money from a Mr Tucker! — A Yes sir.

Q And demand being made refused to return it! A. No sir.
Q Did you receive money from Mr Long! A. Never a dollar.
Q Did Mr Bliss ever request you to pay money you had received on his account! A. No.
Q Did you state to Mr Bonn or Bernhard that you were connected in the Pikes Peak! A. No sir.
Q Did you state to either of them that you were a partner of Geo. Bliss! A. I said before no.
Q Have you ever been arrested! A. Yes.
Q How many times! A. Once.
Q In this case only! A. No.
Q For what offense if any! A. I have forgotten what the offense was.
Q Was it for returning or obtaining some thousands of dollars of money! A. No sir.
Q Were you taken to Philadelphia in that arrest! A. No sir.
Q What was the result! A. ~~Defen~~ Plaintiffs failed to appear and I was promptly acquitted and the prosecution judicially abandoned.
Q Was anyone else charged with you in that

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particular case?

A. I do not remember.

Q. Were you arrested here in the city for any other offense than the one you have mentioned?

A. No, that I remember. (Cross-Examined)

[By Mr Brooke] The time in Phila to which you have had your attention recently called was a contest between Carters and their assignees ~~the~~ against the estate which you had represented known as the Vergin Estate?

A. Yes sir.

Q. Did it appear in evidence to you in that matter?

A. Yes sir.

Q. Was not the allegation, that you had advised an alleged violation of a statute of Pennsylvania in the shipment of certain goods from the factory of Vergin to some place out of the state, upon which the Carters asserted a lien?

A. That was exactly what it was.

Q. You have stated you were arrested did not you voluntarily to Phila & present yourself for bail and upon an examination of the case

did not the Dist. Attorney with the consent of all the counsel on the other side than you knew of, publicly ask an acquittal and an abandonment of the prosecution? A Yes sir.

Feby 13, 1885

By the Court, Q Did Mr E C Bramhall retain you in relation to these notes?

A By Mr Thompson No.

Dr Bohm called by the defense. Robt H Bohm.

Q Where do you reside? A 198 E 115 st

Q Your profession is what?

A A Dentist for 21 years.

Q Do you know the complainant in this action Wm H Bramhall?

A Yes

Q And the defd Thompson? A yes.

Q When did you first see Mr Thompson?

A I think I saw him in the 4 Corners.

Q Where? A Gallitz Liquor place 11 Bowery.

Q Do you recollect by whom you were introduced?

A By Nelson Walcott I think he is now connected with the Standard theatre.

Q Do you recollect what conversation if any occurred between you and the defendant at that time? [Objected to as entirely immaterial as it was long

before the notes were given to the defendant.)

Q. Did any conversation take place in relation to any notes to be negotiated?

A. Not at that time.

Q. When did you next meet Mr Thompson?

A. Next morning but no conversation was then entered into about the notes.

Q. Was any conversation then entered into in relation to a gas co.?

A. No sir.

Q. When did you first see him, Thompson, when the subject of the gas company notes was discussed?

A. I think on or about the 23rd of October providing a time or place the conversation came up.

Q. At the time prior to that time you first spoke (i.e. you accompany Thompson from the place you met him to any other place)

A. I went to Patrick's office with him.

Q. Know where? A. 733 Broadway.

Q. Who. i. (Frank) Thompson and myself

Q. Where did you see Northcote first
A. On the house building.
Q. And did you see Mr Thompson
& Patrick in Patrick's office & give
Mr Bramhall? A. No sir.
Q. What if any conversation took place
between Mr Patrick and Thompson
in your presence?
A. It was a matter pending between
a man by name of Turnbull &
think and Northcote. Turnbull had
Bramhall arrested and there was
an old matter pending for a settlement
in N.C.R.R. I saw I think a
note of Northcote's used in some
settlement or other.
Q. What conversation if any did you
hear between Thompson and Patrick
in relation to Bramhall's matter?
A. The conversation was about an
N.C.R.R. and settlement of a suit.
Q. Were you present at any conversation
between Patrick and Thompson in
Patrick's office and did you hear it?
A. Yes sir.
Q. Give as near as you can the conversation.
A. Mr Thompson told Mr Patrick, he had this
case of Bramhall vs. Northcote in
hand. He told Patrick he would to

see if the thing had been taken off record about Mr Thompson's arrest that is all I recollect he had ~~with~~ there.

Q. I am there where did you go with Thompson?

A. I think we got back in to the car and drove around to Spruce st. and he went into McCollum's office.

Q. Did you go in there with him?

A. No sir.

Q. And you dont know what occurred between what he told you? A. No sir.

Q. Then did you again meet Mr Thompson?

A. Nearly every day after that.

Q. Did you go to Patrick's office again with Mr Thompson?

A. Meeting her three one afternoon after that.

Q. Prior to the 23d A. I think so.

Q. And from where from did you go to his office,

A. I think we had a conversation Thompson I came back and met and conversed with him in reference to the same matter.

Q. Did you go up stairs with him?

A. Yes sir.

Q Did you hear an interview between Patrick & Thompson there? A Yes.
Q What was that interview?
A They decided to have a warrant sworn out against Anthony by Patrick.
Q Was that all? A Yes sir.
Q Now you state you again met Thompson on the 23d October or ~~near~~ about that date? A Yes sir.
Q Where did you meet him?
A At 133 Hudson.
Q In the morning? A Yes sir.
Q Who else was there besides you and Thompson?
A William H. Bramhall.
Q Will you state what interview took place that you heard that morning between Bramhall Thompson and yourself?
A We left Bramhall up town and Thompson and I went down in a cab together [Objected to as being nothing in rebuttal of what was said by Thompson]
Q Where did you go to from the office with Thompson?
A I went to the Astor House. Went to the

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Q. Yes. [objected to]
What conversation took place up
733 (D-day) before you came down
town!

A. Conversation in relation to this
Fortune matter about getting the
4th back that Mr. Peters had not paid.

Q. Well what else if anything at
that time of 733 (D-day)?

A. Well E. A. Bramhall gave you.
[objected to] Never to pay $4.00,
Thompson, and the notes from Mr.
Cullum he told that to both of us.

Q. What further did he state in relation
to this matter!

A. That is about the substance of it.

Q. Then what did you do after that!

A. Went down in the car with Thompson

Q. You left Thompson at here that
morning.

A. We drove down to the Astor House
and he went to his office in the Chronicle
& Dispatch office.

Q. When did you again meet him
that day of all!

A. About one o'clock.

Q. And who was present besides
yourself? A. Bramhall & Thompson

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Q. State what the substance of your interview was if you remember it.

Q. Will you read the two notes.

A. two notes I was endorser on was of $400 (four) something and one of fifteen hundred (1500) something made by Bromhall and Speir (and in house) by Mr Bromhall.

Q. Did you see those the notes mentioned in his complaint? A. Yes sir.

Q. What was the substance of that interview?

A. Mr Thompson said we could have these notes discounted, could have by which (he said) he could save the bank from Alexander Stifler and he thought they could be done through the 6th National Bank. He also stated that in order to facilitate matters with them he would put his own endorsement on them.

Q. Did the notes then been delivered to him?

A. They were delivered to him at that time in a small room off the barber-shop.

Q. Do you mean by that the room where

Bouffé is! A. I think so, either that or the room adjoining it.

Q. And in whose presence were they delivered to him?

A. Mr Bramhall delivered them to him.

Q. When they were so delivered to him what statement if any did Mr Bramhall make to Mr Thompson that you heard?

A. Mr Bramhall ~~to~~ Him he would like to have these notes discounted to use the money in promoting the gas business we were in, such as furnishing a place in getting things in shape for business.

Q. Did he state anything further than that?

A. I think he told him he had a plumbing bill to settle and other rent was coming due and he needed the money for that purpose.

Q. What did Mr Thompson say then?

A. He said he thought he could have that done in the course of probably two or three ~~days~~ days. There would be no trouble to get the money.

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District Police Court

The People on Complaint
of
William H. Bramhall
vs
Henry Thomkson

City and County of New York ss.:

William H. Bramhall being duly sworn deposes and says, that he resides at No 259 Jackett Street Brooklyn. That between the 12th days of November and the 18th day of November 1884 at the city of New York delivered to the defendant above named three certain promissory notes for the amounts respectively as follows: One for the sum of One Thousand Four Hundred and Seventy Seven 12/100 Dollars. One for the sum of One Thousand Five Hundred and Fifty Seven 85/100 Dollars and One for the sum of One Thousand Five Hundred and Fifty Seven 85/100 Dollars that the defendant agreed with this plaintiff that if said notes were delivered to him he would endeavor

to have the same negotiated and moneys return at once to the complainant herein the amount so realized by the sale thereof.

That believing in the representations so made by the defendant herein this complainant delivered to the said defendant the several notes amounting to the sum of Four thousand Six hundred and twelve 80/100 Dollars ($4612.80) of the proper moneys valuable things, goods, chattels and personal property and effects of the said William H. Bramwell and the said Henry Thompson did then and there receive and obtain the said notes of the value of Four thousand Six hundred and twelve 80/100 Dollars ($4612.80.) from the said William H. Bramhall of the proper moneys valuable thing, goods, chattels and personal property of the said William H. Bramhall.

That this deponent is informed and believes that the said Henry Thompson has negotiated one of said notes, and has retained and does now retain

the amount so realized and has converted the same to his own use and refuses to pay the same or any part thereof to this Complainant. That the said Henry Thompson still retains the other two notes the property of this Complainant and refused to deliver the same to this Complainant although requested to do so.

This deponent therefore charges that the said Henry Thompson did steal take and carry away the said notes, and the proceeds realized upon the same amounting in value to the sum of Four Thousand Six hundred and Twelve 50/100 Dollars as this deponent believes

Therefore this deponent prays that the said Henry Thompson may be arested and dealt with as the law directs.

Sworn to before me this 2nd day of December 1884

Wm. A. Brannhaeff

Police Justice

People

vs

Henry Thompson

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People
-vs-
Thompson

Dec 28 1915.

The **Defendant** being duly sworn testifies as follows in his behalf:

Direct by Counsel. I live at 1127 Lexington Ave in the City of New York, by profession I am a lawyer. I have been practicing for 8 years. I have known Mr Thompson and have known him for years. I am acquainted with the complainant and was introduced to him by the Defendant. I was interested in the complaint mentioned in the indictment. I was retained in the matter on the night of November 14 and was paid $2 by Mr Thompson to assist him in prosecution of the forgeries (Mr Thompson) on the night of November 14 and from time to time thereafter I received money in the form of checks which I have been informed were procured by him fraudulently in which the complainant was interested. Upon my investigation of the complaint I expressed to him in regard to that employment and stated to him that I should have to be pretty well paid by Mr Thompson for my services in the matter. [illegible]

[illegible] stated [illegible] that he had given to Mr Thompson some promissory notes as security for the amount which he had [illegible] to pay Mr Thompson for services, and that out of the proceeds of these notes Mr Thompson was to retain the amount of his services.

Mr Bramhall asked [illegible] what we had done in regard to Northcote and I told him that believing the money could be frightened out of him when it could not be collected by process of Law, that we had spent the [illegible] in threatening Mr Northcote and that [illegible] were then waiting at the Ash House [illegible] Mr Bram[illegible] [illegible] said [illegible] Mr Northcote's [illegible] and [illegible] promise that the money [illegible] paid [illegible].

Q. What [illegible] [illegible] [illegible] of '75. [Plaintiff's counsel objected to this as not relevant to the issue] Q. recognize this check [illegible] "Identification" [illegible] that check was offered in evidence. [illegible] [illegible] Check offered and marked [illegible] Jan 27, '75. After [illegible] [illegible] as Defendant's Ex

[illegible]

[illegible] Chr. [illegible]

[illegible]

[illegible] 1st 2nd or 3rd Mr Brownhall
stated to me [illegible] to on the ground that
[illegible] not [illegible]
[illegible] On other hand [illegible]
[illegible] Bar, whether he [illegible]
I cannot say Mr Brownhall's state-
ment that Matters connected [illegible] performed
in the legal matters he have hitherto
referred to Mr Rou[illegible] 15 [illegible] was to be paid

[illegible] early made to [illegible] [illegible] on said notes. [illegible] did [illegible] in [illegible] the [illegible] in the [illegible]. On one occasion [illegible] Mr Bramhall in answer to a question of mine wanted to know [illegible] these notes [illegible] Spier [illegible] Spier" the [illegible] making of the [illegible] came to my office [illegible] in regard to the notes [illegible] I instructed him what to say but he refused either then or subsequently to say a good word for them unless he could have some portion of the proceeds Mr Spier on one occasion when the note or notes were presented to him for the purpose of inquiries came to

my office with the person presenting them and in my presence stated— [objected to for other reasons] Mr Spier being one of the makers of the notes wrote to me that the notes were never authorized that the issuing of the notes was never authorized and demanded their return & stating that all claim upon them would be satisfied.

Jan 31/95 R. B. Chadwick (Continued) examined.

Q. When did you first see the notes that are the subject matter of the proceeding?

A. Some time between the 17th & 22nd of Jan. 1894, I could not give the exact date.

Q. Where did you first see them?

A. At my office 23 Park Row.

Q. Who was present when you first saw them?

A. Mr Thompson & myself I think that was all.

Q. When the notes were in the possession of Mr Thompson at that time? A. Yes.

Q. And he exhibited them to you? A. He did.

Q. Was there any statement made by Mr Thompson at that time concerning the person he received them from and the purpose for which he received them?

A. There was.

Q. What was that statement? [objected to — withdrawn for the present]

Q. Was a statement made by Mr Thompson as to the person from whom he received the notes and the purpose for which he received

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them at any time thereafter, repeated referred to in presence or hearing of the complainant?

A Not to my knowledge it was in the presence of one of the makers of the [illegible] I was in the [illegible] Cottage, [illegible] with our [illegible] was in the presence of [illegible] and [illegible] at his Home 17 & 19, Park Row.

Q What was that statement?

A Mr Bramhall told me that Chas Mr Thompson had there not & when Mr Bramhall had already referred in a previous conversation with me and that they were going to Mr. McThompson by Mr Bramhall to see if [illegible] [illegible] and [illegible] by the [illegible] Mr Thompson [illegible] to take the [illegible] [illegible]

Q What was Mr Bramhall to do with the matter [illegible] [illegible]

A Mr Bramhall was to make [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

Q What if anything did he say [illegible] to the [illegible]?

[illegible]

exhibited the [illegible]
[illegible] offered! A. Yes sir.
[illegible]

[illegible]

Did you ever see any money to Mr Brandhall!
[illegible] Mr Thompson [illegible] Mr Thompson for Mr Brandhall! Tell the circumstances in your own way.
[objected to]
A. In consequence of what Mr Thompson said to me I gave Mr Thompson $5, the $100 bills, that was with the International, etc.
Q. Did you see what Mr Thompson did with the $500 you got from him?
Q. What did he do?
A. Geo.

(to assist) [illegible] who stood at the door of the clearroom and handed him the roll. I had gone to him, Mr Thompson, I believe, also behind Mr Thompson and had Mr Brannhall say to him "You can take that out of the funds of those notes"

Carry forward £[illegible] [illegible] [illegible] [illegible]!

2 Did you ever at any time commence any [illegible] in anticipation of the process to be issued from the chancery office not?

Yes Mr Thompson £250 subsequently to that which at the time I suppose was to be given to Mr Thompson. [Objected to as not to be stricken out]

2 Were you familiar in any degree with the professional services performed by Mr Thompson either for Mr Brannhall personally or in matters in which he was personally interested and upon his authority and at his request?

Yes.

2 Just describe those services as nearly and as accurately as you can and as full as you have knowledge?

Well commencing as far back as the 12th November Mr Thompson and myself commenced to ascertain

the arrangement of me to be taken
we had attempted to make a claim
against Beckwith who complained
to me, and took his oath of a charge
and [illegible] of money [illegible]
to me in Pine St. on the 14th
day of December. Being fined a fine
Mitchell was sent down to Pine
and by a petition was released
the following Feb.
Mr Thompson was with me, we met
Mitchell at 7-30 in the evening
and from that time until 12 o'clock
we endeavored to get the money from
him and also to obtain from him
the return of certain promissory
notes which he had taken for the
purpose of discount and had made
no return for the merchants no-
tes and finally left him pre-
pared to proceed against him the fol-
lowing morning. About 10 o'clock
the same night at the corner of
42nd & 6 ave on our way home
we again met Mr Mitchell and
had an interview with him which
lasted till near 4 in the morning
when he agreed to return this money
and to procure the return of these notes
and to meet us the following day at
2 o'clock at my office which engagement

he did not know.
On the next day Mr Thomas & Mr
Hall the Cyclists of Spring St and
Vincent Tr had a 10 Miles race
under generally said satisfactory and the promoters
for his a portion of those who rode
which he obtained & had often a letter
cate by reason of certain remarks made in the
the said to in the appeal as to the
to wear the shirts and the said
that he wore at his usual official
on Boundary Mr Burns. The race
there but had finishing there — there was
usual to an appeal as Carers & Storey
and Chas Carrier & Mr Anderson
left home to Ararat Jones.
The Sporting Editor of the Ararat
on and Chas a matter concerning the Sports
was read. and, he said Mr Anderson
cate on Council Thatcher and Christie
and a Mr Bond which came to
the school to be taking place Chas Sher
condition received a letter from
The school the outside of the Hamilton
Sporting Club to be a letter of Saturday
at Stawell in the and had to be
of his cards in hand and in consequence
the communication received by the
Stawell from Mr Burns and wrote
to the Secretary Jones to make Mr Burns
on behalf of Mr Anderson.

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We stayed there till 11 o'clock or after that hour, Mr Burr having sent an office boy there to keep us waiting for him. Mr Burr did not come and [illegible] reply. He was in that room. I did not make the acquaintance of Mr Brennan.

Q. After that occasion did you know that Mr Thompson remained?

For 10 days I was constantly in communication with Mr John L Knox endeavoring to locate Mr Northcote and on [illegible] occasions I followed Mr Knox. My object in seeing Mr Knox was to obtain from Mr Northcote through him the money and notes I have already spoken about. I ceased to perform any other services in that respect when Mr Shea procured the discount of these notes. [illegible] Mr Cheston who had been sued upon a promissory note in which Mr Blankhall was ~~interested~~ either as maker or endorser had been served with papers supplemental to execution, and Mr Thompson and myself had set aside the order and obtained leave for Mr Cheston to come in and defend and interposed an answer preparing the answer

affidavits and papers appearing in court and arguing the motion and preparing the necessary papers and appearing in court on 2 ~~other~~ subsequent occasions in the same matter, the other side having obtained an adjournment of contempt. On the occasion in the Chancery Office — (Examination adjourned) Mr Bramwell QC (for Respondent) on this occasion "Damn Bohme! I'm sick of this for as long as I have a penny he will never get me alone."

Examination of F B Churchill continued Feb 2 1885.

I have been a practising lawyer in the City of New York for upwards of 10 years and know the value of legal services. In my opinion the services rendered by Mr Thompson and myself in and about the matter I have already referred to are worth the sum of at least $500.

Cross examination of F B Churchill by Mr Bunn.

Q. You have been admitted how long?

A. Since 1873.

Q. You were admitted in this State?

A Yes sir. in Syracuse at the General Term

Q And your place of business is where?

A at 22 Park Row.

Q. Are you alone in business?

A. I have a partner named Diffey.

Q. Has Mr Thompson any connection with your firm?

A. No Our relations have been individual relations.

Q When did you first meet Mr Bramhall?

A. On the 17th day of November.

Q. Where? A. at the Astor House.

14 Q. And was introduced to him by whom?
A. By Mr Thompson.
Q. How do you know it was on the 17th of November?
A. It was on the Monday night following the night we were after Mr. Northcote (and that was the 14th of November and Monday was the 17th. I fix that night from the fact that Northcote was arrested, as shown by the books at the Sheriff's office, on the 14th.
Q. You state on your personal examination that you spoke to Mr Bamhall in the Astor House on November 17, about your employment and told him — Cross-examination suspended to allow Mr Brooke to close direct-examination.

By Mr Brooke
Q. You speak of Mr. Thompson's services, such services as you know of and as you were personally concerned in, do you know of that Mr Thompson rendered any other services? A. I do.
Q. What other services besides those you testified to in your estimate of value, did Mr Thompson render?
A. Interviews with the creditors of Mr

Bramhall [Objected to on the ground that witness had no personal knowledge of it]

Q Did Mr Thompson have any conversations about such interviews in your presence with Mr Bramhall

A No

Q Now You have only spoken in your estimate of value of services, of such as you were interested in and know Mr Thompson to have rendered in connection with you

A That is all I based my estimate of value upon my own service and the services I know Mr Thompson to perform

Cross-Examination resumed

By Mr Blunt Q. In what part of the Astor House were you introduced

A In the Rotunda

Q You told Mr Bramhall "You would have been pretty well paid by Mr Thompson or some one else for what you had done in the matter" will you state who was present at that time

A No one was present but Mr Bramhall Mr Thompson and Myself the Rotunda was almost deserted

Q What time of the day or night was it

15th A Between 7.30 & 8 in the evening

2(6) Q Was that the night the check was presented that you have mentioned here, the $15. check

A That was the night - the check was cashed I am positive of that

Q Who presented that check to you?

A Mr Thompson brought it to me

Q And was the money obtained therefor

A I won't say positively that it was obtained at that hour and in the Arlington, My better recollection is that it was at an earlier hour in the evening

Q But on the same evening it was cashed

A From Whom was the money obtained

Q I gave the money to Mr Thompson

Q Was that the same evening that you state Mr Bromhall told you that he had delivered three notes to Mr Thompson and that he was to retain sufficient of the proceeds to compensate him for his services

A He told me that evening, that was the evening he told me he had given Thompson some promissory notes, out of which he was to retain his amount of his services

Q Did he tell you the amounts of the notes

A No he did not

Q And had your party been joined by any one else when that conversation occurred

A No Sir

Q What did Mr Thompson or yourself do when you state you threatened Mr Northcote

A We threatened him

Q What did the threat consist of

A We told Mr Northcote that there was a disposition to proceed against him for perjury and that we were in a position to proceed against him for obtaining money under false pretences and for converting it while holding it in a fiduciary capacity — but that it could be avoided we thought if he would pay Mr Bramhall his money. He knew for whom we were appearing We stated we were appearing for Mr Bramhall

Q What was the money, you were endeavoring to obtain from Mr Northcote £400.

Q And obtained by him under what circumstances

A Given to him to settle a claim and retained out of the amount — A claim against Mr Bramhall — I know not by whom it was given Mr Northcote, the amount was retained by him

Q Had you been told by Mr Bramhall prior to meeting Mr Northcote the circumstances under which Northcote had retained this £400. A No Sir for I never knew Mr. Bramhall till after I had seen Mr Northcote

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Q Had you been told by Mr Thompson the circumstances under which Mr Northcote retained this money

A Yes in a general way

Q What had Mr Thompson stated to you prior to meeting Mr Northcote

A That Mr Northcote had obtained a large sum of money to settle a claim of Mr Turnbull of Philadelphia against Mr. Bramhall, Bramhall then being in Ludlow Street Jail on account of that claim and instead of paying it to Mr Patrick the attorney of Turnbull Mr Northcote had retained $4 00. of it and had given his note or notes to Patrick. Q did Mr Thompson state who had paid the money to Mr Northcote for the settlement of Mr. Bramhall's claim. A. I dont think he did

Q You state that Mr Thompson brought to you at different times the papers in several suits in which Mr. Bramhall either appeared as party plaintiff or defendant or was interested in the matter give the titles of these suits

A I cant undertake to give you the titles of all but at the next hearing I will produce all the papers in my possession

Q Can you give the titles of any of them
A Yes the first National Bank of New Jersey against Wm. H. Churchill, Remsen against Cheriton and others.
Q Was that all, the two cases you can recollect. A. Yes untill I produce the papers. Q Was any other suit defended by Mr Thompson other than those two to your knowledge
A I have seen him write letters make appointments with the Attorneys on the other side, March & Wilson & Walsh for one, and in other matters which I dont now recollect
Q What services did Mr Thompson to your knowledge perform in the Cheriton suit A prepare Affidavits including one of Mr Bramhall, prepare an order to show cause and obtain an injunction restraining plaintiff from proceeding till our motion could be heard to come in and defend, judgement having been taken by default, argued the motion obtained an order setting aside the judgement with leave to come in and defend, prepared an answer and served it, the other side having on two distinct occasions

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obtained orders against us vacating our orders, we prepared the necessary papers to defend such motions argued the same and entered the orders granted by the Court thereon.

Q. Was Mr Thompson Mr Cheriton's attorney to prepare and serve the answer in the case? A. Certainly

Q And attend to all proceedings ~~prior to and~~ subsequent to the service of answer?

A All proceedings prior to and subsequent to answer.

Q. Have you knowledge whether Mr. Thompson received any money from Mr Cheriton for the purpose of complying with the order opening the default that you mention here?

A I have no personal knowledge of it.

Q Were you told by Mr Thompson that he had received any money for that purpose? A. Yes sir.

Q Was the Cheriton suit ever tried.

A Not to my knowledge.

Q Was judgment ever taken since the default was opened and the answer filed? A. I don't know.

Q. Did you ever attend to any proceedings subsequent to the opening of Sealed, for McCleiton? A. Yes.
Q. What were they?
A. I went to see the judge on two or three occasions with Mr Thompson both Judge Sehlbes and Judge McAdam.
Q. For what purpose?
A. In regard to taking the necessary steps to set aside the orders which the other side had taken after the default.
Q. What was the result of those interviews with Judge Sehlbes and McAdam?
A. The result was that Mr Thompson prepared the papers and obtained an order setting aside the orders obtained by the other side and I want to state right here that when Mr S. Blair interfered and prevented the discount of these notes I refused to do anything further in any matter which Mr Thompson brought to the office.
Q. Was that refusal after judgment had been taken against Mr Cleiton

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after default was opened or prior?
A. I do not know whether there was a judgment after default.
Q. About what time did Mr Spear speak about the negotiation of these notes?
A. I could not tell you.
Q. What month was it?
A. In the month of November.
Q. First or latter part?
A. About the middle of the month after I had seen the notes.
Q. Had you any knowledge at the time Mr Cheriton had been arrested for failing to obey an order and put into the custody of the Sheriff?
A. I had knowledge of that fact but at what time it occurred I can't say.
Q. You don't know whether that was prior to the instructions of Mr Spear.
A. Subsequent to that.
Q. Do you know whether Mr Thompson attended to that matter of contempt?
A. I don't know personally anything about it.
Q. What services did you or Mr Thompson perform in the W. W. Churchill matter?

A Mr Thomson obtained 1 or more adjournments

Q Is that all

A That is all, to my personal knowledge, I want to say here that my time was given almost entirely to the Anthracite matter and that Mr Thompson had fuller charge and has greater knowledge of the other matters than I.

Q You state that you saw after the 17th of November Mr Bramhall at the International Trust s. 2 or 3 occasions can you give the time & date of the first occasion?

A It was in the month of November, both occasions were in November.

Q What time of the day or night!

A One interview was in the afternoon about 4 o'clock and the other after nightfall.

Q. And who were present on that occasion?

A There was none present except Mr. Bramhall and myself Dr Bohn had been hanging about there and was in and out.

Q You can't recollect whether it was on the first or second occasion that Dr Bohn was there A No, sir.

Q. Do you know who was present

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on the occasion you state you
said Mr Bramhall through Mr Thomp-
son $55!
A Mr Thompson Mr Bramhall and myself.
Q No one else? A there were men
in the Barroom and servants of the Hotel.
Q. Then there was no one present other
than you stated at the time you
said Mr Bramhall offered to pay
you for the service performed? A No.
Q. Did you hear Mr Bramhall state
what services Mr Thompson was
to be retained to perform for Mr Mr.
Churchill?
A No he did not specify any particular
services.
Q Where was it that Mr Bramhall
as you state asked you if you could
get these notes discounted?
A. It was in the International Hotel
on one of these occasions.
Q In the month of November? A yes.
Q Did he show you the notes? A No.
Q What notes did he refer to?
A Notes he had given to Mr Thompson.
Q. Did he mention the amounts? A. No.
Q When did you see Mr Lyon when
you instructed him as to these notes?

A In my inner office at 23 Park Row.
Q When was it? A In the month of November I can't give the date.
Q Who came besides Mr Thompson with Mr Speir? A No one.
Q What instructions did you give Mr Speir?
A I told him to say that these notes were made for the purpose of obtaining money to enlarge the business of "Bromhall & Speir", to say that Mrs. Bromhall the lady who introduced them was quite wealthy, and that if he should be questioned as to why being wealthy she did not give the money to say that she took this course because her ready money was tied up in some enterprise in New Jersey. He said that he thought that was a good idea and said he would do so. He came in, very much in a hurry and as I now recollect, said that some one was waiting there or would return to make inquiries
Q Did you see Mr Speir subsequently to that? A I did. Q. Where?
A I again saw him in my office but if it was in the month of

November it was in the last part of it, it might have been the first of December.

Q. And who was with him at that time?

A. A gentleman by the name of Rolston and a friend of mr Speir whose name I dont know.

Q Was Rolston a holder of the notes at that time?

A He was the medium through which the notes received, Mr. Speir's office that day.

Q. What was his first name?

A I think R. A. Rolston.

Q where is his office?

A at the Post building or 18 Exchange place.

Q What conversation took place before you?

A. Mr Speir demanded the notes from Mr Rolston, I forbade him to give them to him and Mr Speir threatened to get an officer and have Mr. Rolston arrested. I told him that he need not do that, that I was responsible and he should proceed against me and I then took the note away from Mr Rolston.

Q Who gave the notes to Mr Rolston originally?

A. I could not say.
Q. You did not give them to him?
A. No. Mr. Speir stated to me then that whatever services had been rendered, ~~[illegible]~~ agreed to be paid for and whatever money had been advanced upon the notes, would be paid.
Q. How often did you see those notes?
A. They were in my possession for a long time I cannot say how often I saw them.
Q. Who gave them to you?
A. Mr Thompson.
Q. To whom did you give them for negotiation?
A. A Mr Anderson a book publisher in Reade street had them on one occasion for the purpose of discount a Mr Crosby had them on another occasion, I don't know his first name. his business is at 7 Nassau street.
Q. By whom were they given to Mr. Crosby and Mr Anderson?
A. Mr E. B. Dunning.
Q. What is his business?
A. His place of business was at 8 Nassau st. It is now at the Post building.
Q. Do you recollect between the 17th

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and 21st of December, who had possession of these notes?

A. I can't tell other than I have stated.

Q. And have you stated all conversations that took place at the International Hotel on those two occasions?

A. Yes to the best of my recollection.

Q. What claims did Mr Bramhall state to you were to be paid out of the proceeds of these notes?

A. He mentioned several claims but I can't tell what they were. I saw Mr Bramhall so slightly that I did not go into the details of that subject.

Q. How much money did Mr Thompson advance to Mr Bramhall to your knowledge?

A. I don't know of any advance except that which I have spoken about.

Q. What did Mr Thompson say to you that caused you to ~~give~~ pay to Mr Bramhall five one hundred dollars bill?

A. I did not pay it to Mr Bramhall but Mr Thompson ~~told me~~ stated that Mr Bramhall wanted money very badly and Thompson asked if I would advance any money upon notes.

Q. Where? A. He asked, one or more than one occasion.
Q. Where did you give Mr Thompson the $500? A. In the International Hotel.
Q. On what day, as you recollect?
A. Between the 11th & 24th of November
Q. What time of the day?
A. In the early evening. (protestation against it but I met Mr Thompson in the Hotel.
Q. Who were present at that time?
A. Mr Bramhall, Mr Thompson and myself.
Q. Did Mr Bramhall receive this money from Mr Thompson?
A. Mr Thompson went back to where Mr. Bramhall was and handed the money to him. I told Mr Thompson to be careful but he said he could trust Mr Bramhall
Q. Did you give Mr Thompson any money subsequently to this?
A. Yes there is an open account between Mr Thompson and myself.
Q. That was paid to Mr Bramhall?
A. I don't know.
Q. What if any suit were you retained to appear in after the 12th of November.
A. I can't tell you the number of

suits nor the titles until I produce here the papers in my possession they are not in the register Mr Thompson used to come in every day loaded with papers, I don't know whether it was the 12th of November or not.

Q. What proceeding if any were taken by you and Mr Thompson against Mr Northcote?

A. No proceedings were taken, he skipped and gave us no opportunity.

Q. Was any endeavor made to arrest Mr Northcote by you? A. No he ran away

Q. What office was Mr Northcote to meet you at?

A. at my office.

Q. Any office in lower Broadway?

A. He was to meet me at my office at 2 o'clock on Saturday but failed to do so. and Mr Dunning came to my office saying that he had seen Mr Northcote somewhere down Broadway and that he was afraid to come fearing I would arrest him.

Q. Did you go to an office in lower Broadway to meet Mr Northcote?

A. yes sir.

A. I could not say.
Q. You did not give them to him?
A. No. Mr Speir stated to me then that whatever service had been rendered, ~~[illegible]~~ agreed to be paid for and whatever money had been advanced upon the notes, would be paid.
Q. How often did you see those notes?
A. They were in my possession for a long time I cannot say how often I saw them.
Q. Who gave them to you?
A. Mr Thompson.
Q. To whom did you give them for negotiation?
A. A Mr Anderson a book publisher in Reading. I had them on one occasion for the purpose of discounting as Mr Crosby had them on another occasion. I don't know his first name. His business is at 7 Nassau street.
Q. By whom were they given to Mr. Crosby and Mr Anderson?
A. Mr E. B. Dunning.
Q. What is his business?
A. His place of business was at 8 Nassau st. It is now at the Post building.
Q. Do you recollect between the 17th

and 21st of December who had possession of these notes?

A. I can't tell other than I have stated.

Q. Did you have all conversation that took place at the Continental Hotel on those two occasions?

A. Yes to the best of my recollection.

Q. What claims did Mr Bramhall state to you were to be paid out of the proceeds of these notes?

A. He mentioned several claims but I can't tell what they were. I knew Mr Bramhall so slightly that I did not go into the details of that subject.

Q. How much money did Mr Thompson advance to Mr Bramhall to your knowledge?

A. I don't know of any advance except that which I have spoken about.

Q. What did Mr Thompson say to you that caused you to ~~give~~ pay to Mr Bramhall five one hundred dollar bill?

A. I did not pay it to Mr Bramhall but Mr Thompson ~~stated~~ stated that Mr Bramhall wanted money very badly and Thompson asked if I would advance any money upon notes.

Q. In whose office in Lower Broadway did you seek him?
A. I can't say in whose office but I think it was in the Produce exchange building.
Q. Do you know whose office you were to go to?
A. I do not.
Q. Did you make any inquiries at that lower office as to what became of Mr Northcote? A. I did.
Q. From whom?
A. I can't say whether Mr Dunning went with me and made inquiries or whether Mr Thompson did.
Q. Mr Burr did not go with you?
A. I don't know. Mr Burr would not know him if I saw him today.
Q. What month was it that you went to this office to see some one you did not know?
A. It was on Saturday the 15th of November.
Q. Did you go to Newark with Mr Thompson to find Mr Northcote? A. Yes sir.
Q. What efforts did you make there?
A. I went to a house on Broad street.
Q. In whose house?
A. I don't know. I think it was 123

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Broad street I was told I might find him there.

Q. Who told you to go there?

A Mr Dunning at my request had seen Mr Adams Northcote's partner and I think it was Mr Dunning who gave me that information. I think it was also in consequence of what I had heard from Mr McCallum.

Q Is that the only place you went to for Mr Northcote in Newark?

A Yes the only place in Newark.

Q Where did you go in this city to find Mr Northcote?

A I went to the St Cloud Hotel and went to a liquor salon at 4th street & Broadway opposite Northcotes place of business.

Q. Any other place?

A I went to see Mr McCallum, made inquiries of him and of Mr Knox. Those are all the places I now recollect.

Q. What communication if you recollect did Mr Thompson receive from Mr Burr in relation to Mr Northcote?

A I don't know anything about it except

what Mr Thompson told me.
Q. What did Mr Thompson tell you?
A. I think the first communication was that he, Mr Burr would meet us at the Astor House on Monday morning.
Q. Was that all the communication?
A. I do not recollect yet.
Q. Who was Mr John L. Knox?
A. I can't tell you he has something to do with the "Patent seamless Pail Co."
Q. Where was his place of business?
A. I don't know. Q. Where is it now?
A. On Spruce street.
Q. What number? A. Either 16 or 18.
Q. And what communications for 10 days did you have with Mr Kerr commencing with the first day?
A. I saw him repeatedly never by appointment.
Q. And what was the result of these interviews?
A. I told him that Mr Mathews could never come back to the City of New York till he had got rid of me and that I was disposed to do what was right by him provided he would pay Mr Bramhall his money

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He said that he did not know where Northcote was but that if he got into communication with him he would let me know how Clifford.

Q. Did you attend to all Mr Thompson's financial generally?

A. I did not I attended to none of them.

Q. Did you cash check Exhibit 2 of Jenny 2? A. I did.

Q. And that is your signature as indorser? A. Yes sir [Check marked as Pltff's Exhibit 2 of Jenny 2 A].

Q. Did you cash a check of November 21, 1884 made to the order of Henry Thompson for a sum of $5 drawn by E.A. Bromhall for EC Attorney? A. From the character of the indorsement I ~~think~~ should say that I got the money from Mr Nemo of the International Hotel.

Q. By whom was that check indorsed? A. By the payee H Thomson, by myself and by J. VanPlummer and Co proprietors of the International Hotel.

Q. Have you any knowledge for what purpose that check was given to Mr Thomson? A. No sir.

Q. Were you told by him for what purpose it was given?

A. I dont think I was.
Q. Were you told by Mr Bramhall either E.C. or Hmzl.
A. I was not told by Mr Bramhall and I never sair E.C. I have no recollection of having been told by any body.
Q. Have you any knowledge what services were performed by Mr Thompson in the Hieghoitner matter. A. No. sir.
Q. Did you perform any services for Mr. Thompson in that matter?
A. I should say that I have no recollection.
Q. Did Mr Thompson at anytime have an office in your room A. No. sir.
By Mr Brooke
Q. Did you know any reason or if there is a particular reason, the reason why these notes in suit were not negotiated? A. I do.
Q. State it?
A. Mr Speir who the notes were shown to him at his place of business by a gentleman who was prepared to discount them, demanded them said they were improperly issued and forbade the party to discount them.

36 2 You have spoken about a conversation you had with Mr Speir in which you recommended to Mr Speir to make certain statements relative to the object for which these notes were executed and given, upon what authority did you make these recommendations?

A In the first place I do considerable business in the discount of notes in N.Y. & you present a note to a party for them to make inquiries they want to know the reason why a note is given, so in order to make it appear to whoever should come making inquiries as to these notes, that they were given for a legitimate purpose I hit upon that plan which served the further purpose of showing to the party making the inquiries, that the makers were good and that their business had some degree of responsibility.

2 Were those recommendations to Speir made in consequence of what Mr Thompson had informed you of the object which he had been told the notes were given for? A No.

sir Mr Bramhall and Mr Thompson had both told me the purpose for which the notes were made, but this was my own ~~idea~~ suggestion subject to the approval of Speir and Thompson. They both acquiesced in it as a good plan and Mr Speir agreed to make the statement.

Q. Did you hear Mr Bramhall's testimony when he was examined? A. I did.

Q. Did you hear Mr Bramhall state in substance that he intended to appropriate the proceeds to the conduct of his business?

A. I don't recollect that fact.

Q. Was anything said by Mr Bramhall to you of any portion of these notes being required for the purposes of his business? A. No sir.

Q. Do you recall Mr Thompson's having stated to you that on being the object in view, Mr Bramhall? A. He never did.

By Dr Blunt,

Q. What was the name of the party that was ready to discount these notes? A. Mr Crosby

Q. Where was his place of business? A. 47 Nassau st. Q. What is his business?

A. A Capitalist
Q. Do you know who went with these notes to Mr Speir? A. No.
Q. How do you know anyone went with them?
A. Because Mr Speir came to my office with Mr Rolston and there stated that when the notes were presented a few moments before, he demanded their return and that from that Mr Speir went with the party to a place where they met Mr Rolston, that Mr Crosby delivered the notes to Mr Rolston and that Mr Speir followed Mr Rolston to my office.
Q. Have you any knowledge of the name of the party who was ready to negotiate these notes and presented them to Mr Speir at his office? A. I have.
Q. Do you know his name? A. I do Crosby.
Q. Have you any knowledge as to whom these notes were given other than those you have already mentioned?
A. All I know of were Mr Anderson and Crosby.
Q. You have no knowledge that they were presented to any one else? A. No sir.
Q. Is that the only place and time that

Mr Spier requested the return of the notes?
A That is the only time he demanded them from me.

Jan. 4, 1815 Mr Thompson called and sworn by Justice Welde.
Direct examination by Mr Churchill.
Q Where do you reside? A at 304 E 117 st
Q. What is your business? A a lawyer
Q Do you know the complainant in this matter?
A. I do.
Q When did you first make his acquaintance?
A In the early part of November or the latter part of October.
Q Where? A. at 71 Broadway this city.
Q. By whom were you introduced to him?
A I think by Dr Bohn I wont be certain it was a general introduction.
Q Did you have any conversation with him on that occasion? A Yes.
Q State in your own way what took place?
A On ~~any~~ the occasion of my introduction to Mr Bramhall I went to 71 Broadway with Mr Waldron: I had been transacting some business with Mr Waldron and we went into Mr. Gault's where we met Dr Bohn and

Bramhall, we had some drinks there. Mr Waldron went to the upper portion of the building and I promised to wait there till he returned. While I was waiting for him it was incidentally mentioned that I was a lawyer and for some reason or other Mr Bramhall commenced talking about the experience he had had with a lawyer in this City whose name was Burr: I asked him in what way, or what was the nature of the transaction or business and he told me that a man named Northcote had defrauded him. I asked him how, and he told me that he had delivered to Mr Northcote some six or seven or eight thousand dollars worth of promissory notes for which he had promised to make some return, he told me that Mr Northcote had taken the notes and that he had heard nothing whatever from Mr Northcote until he had received a communication from a man named McCullum, he also mentioned that he had met Mr McCallum in the street and that McCallum threatened to commence suit on one or

more of the notes. He said I believe that all of the notes were made by him but one of them was indorsed by his father. He also told me what his business was being manager or proprietor of some gas machine works company, had very fair prospects but feared to enlarge on the business because these notes were outstanding. It then got to be quite late, we drove up town again. He brought me to 733 Broadway and showed me the gas machine, meter or whatever the patent consisted of. That evening. At his solicitation I called the next morning at No 733 Broadway, We went from there to the New York Hotel, Mr Bramhall & myself, we went to the reception room there and talked over his affairs. After he had explained his connection with the Turnbull suit and his connection with Mr Northcote I told him the only thing to do in the matter was for me to call on Mr McCallum, I would hear his side of the story and then perhaps I could better devise what to do. As his request I got

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in a coupe with him and drove to the corner of Spruce & William Nassau st. I then made an appointment to meet him at the corner of Spruce and Nassau st a little later. I went into Mr McCallum's office and saw a gentleman there, who told me that Mr McCallum was not in. I then went up and met Mr Bramhall and from there we went to Mr Martin's office. Mr Bramhall remained in the coupe. I had an interview with Mr Patrick who represented Mr Turnbull in a suit against Mr Bramhall and wherein Mr Bramhall was arrested, and confined in Ludlow-street jail. I was told by Mr Patrick [objected to as irrelevant], just what the claim was against Bramhall. Bramhall, Mr Patrick said had passed worthless checks from his (Patrick's) client Mr Turnbull. for which Mr Turnbull had him arrested, and he consented that Mr. Bramhall be discharged from arrest on the condition that part of the claim he said that he had secured for the balance.

This since such settlement he had ascertained that the parties who ~~had~~ represented Mr Bramhall on their decision viz. Mr Authorte & Mr Burr had made statements that were not correct. He then threatened an action against Mr Burr, Mr Bramhall & Mr Authorte for conspiracy. He told him, before doing this I thought the matter could be settled without resorting to any further proceeding. I reported all this to Mr Bramhall in the Astor House immediately after the interview. He came in the coupe from the cor. Spruce & Nassau st to the Astor House when I related to him all that I have just stated. Mr Bramhall then told me that he had ~~the~~ been arrested by Mr Patrick; that his father had given his attorney who ~~is~~ represented him at the time, $900 [I mean Mr Burr the complainants attorney] with which to partially settle the suit in which he was arrested. That Mr Authorte with Mr Burr had called on Mr Patrick and had given him $500 of the $900 and had also given to Mr Patrick some notes made by himself (Authorte), and $400. of the money that had been intrusted to him, he

had appropriated to his own use.
That the first he had heard of
the settlement was the referencing
of Mr. Lattore, in the audit at
which he had met with somebody else
I think and they went Mr Blackwell
drove from there to Blacks on
B'way near Broome st where
they had several bottles of wine.
that it was the occasion of his
joke. Mr Osborne & complained
in Lattore on the above, a way
in which as he expressed it he
had "Mr Patrick." He said to
me that he had received a number
of letters, some came and either
place some [illegible] to Mr Chas &
the Gov. Then he said he Chas &
thought it may have been very
foolish matter but Mr Patrick had
a remedy left which if he would
apply to Locks Pockets and hair
he, they would very gladly come
forward and pay the money that
they thought they had been doing
him out of. He said he was
to Mr Patrick some days ago
exhausted every possible remedy and
against MCAS too, and this
would assure Mr Patrick that all
the resistance that was necessary

[illegible] as he [illegible] waiting at Mr Bramhall's request I returned and saw Mr. Patrick. Mr Patrick seemed reluctant to prosecute me, without the other and after some [illegible] he finally agreed to give me a reply the next day. I then left Mr Bramhall and Mr Patrick and at the request of Mr Bramhall he called the next morning at No. 733 B'way where we were joined by Dr Atkins. During the early portion of that morning there was nothing talked of but the contract or contracts that had theretofore existed between Mr Burroughs of Phila and the [illegible] [illegible] that was the [illegible] for striving to exist at 733 B'way. When we got ~~through~~ our conversation ~~with~~ there in relation to the Gas Co. it was time to go down town and keep my appointment with Mr Patrick. We immediately went down and called on Mr Patrick who then told me that he expected his client over that day to swear to a complaint and that he would give me an answer in the afternoon. I reported that to Mr Bramhall at the Astor House and told him to wait

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tell Dr. Cain, Mr. Patrick, in the afternoon when Dr. could get him in conference as to what Mr. Patrick intended doing. In the afternoon I called on Mr. Patrick and we agreed to apply for a warrant for Rothrock and I with the Sheriff and myself agreed to apply for a warrant for the Defendants for keeping a disorderly house. We went to a justice of the peace and obtained the warrant against Rothrock. The afternoon of the 25th of December the settlement of the suit against Brownlee. He being too sick that afternoon to apply for a warrant, I immediately informed the Sheriff of the fact and requested him to go to Mr. Brownlee and tell him McClellan had his warrant out against him and warn him to be on his guard. The Sheriff said he would do so. The next day I was informed that Mr. Brownlee had taken alarm and was in hiding. The following day he made a plea for a warrant against Patrick. That afternoon after the in terrorem Sheriff had left, was overcome by Mr. Brownlee and myself in going over his depositions which consisted of a check made by Mr. McClellan to commence suit against me. W.H. Churchill and himself as bail. McClellan, on depositions alleged, was guilty of false representation in the manner in his representation that

he was one of a firm of jewellers in this City who were doing business under the name of Churchill Lewis & Co. I told Mr Bramhall that I considered this was a very serious matter, [illegible] a member of that firm [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] my possession [illegible]

That Mr Churchill had made in connection with himself a great many notes that had been circulated in and around New York in the aggregate perhaps of $30,000. That said [illegible] commenced in most, Mr Churchill had been served with summons and complaints but Mr Bramhall had evaded service of most every one. He then told me ~~that~~ he wanted me to see Mr Churchill and have a talk with him. The following morning I met Bramhall at 733 B'dway and again he accompanied me down town, and according to my appointment I called at Mr Martine's office and found that Mr Patrick was then engaged in court. I called in the afternoon and accompanied Mr Patrick

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to the Tombs in Centre St where Mr Justice Duffy, was presiding. we made application for the warrant and the warrant was issued against Northcott. We were delayed at the Police Court on account of Detective Sullivan, and Mr Bromhall not being there when we had one. On consequence of what Mr Bromhall said I saw Mr McCurdell.

Q Did you the agree to take charge of Mr Churchill's affairs at the request of Mr Bromhall? A Yes.

Q Do you know the time you first met Mr Bromhall as related here?

A Yes I did. I met him almost every day up to about a few days before the warrant had been applied for in the matter.

Q And on all occasions having been the interviews and consultations?

A In the morning from about 9 o'clock till about 11.30, in the afternoons for about an hour and in the evenings from 5 to 6 - 7 or 8 o'clock.

Q Where did you meet him, at what offices?

A 733 Broadway, 15 Cortlandt St, Astor House, Metropolitan Hotel, St Louis

Hotel, on the N. W. Corner of 4th & Washington streets, known as 341 Washington St Hotel U.S. Lockwick, Pres. Michigan! Buy & Sell & Trade Horses.

Q Did you come to your house?

A No Sir, he sent his Brother one morning to have me come to Detroit. Upon my arriving there he acquainted the whole affair, & requested me to assist him. Captain Ker & Captain Young were there & they knew all about it.

Q When did you employ F. B. Churchill in relation to B. Lonkall's affairs!

[objected to as irrelevant]

A The early portion, the 10th, 11th or 12th of November.

Q Did you tell Mr Brownhall that you intended to employ F. B. Churchill?

A Did, and agreed as a reason that it was very evident that Northcote & McCallum were acting together, that McCallum threatening to sue on the note that he held, that the thorough acquaintance of Churchill with Northcote McCallum and that clique, it was necessary for me to consult with him in regard to our anticipated proceedings.

Q Did you ever speak to Mr Brownhall with regard to your pay for your services?

49 A I did.

Q. 2 State what occurred.

A. On the 13th I think of November I told Mr Bramhall that we were about arranging an interview with Mr Northcote and that an interview would take place at the St. Cloud Hotel and that this interview would take place on the 14th the next day and that this turning around, I say, kept from home, occasioned quite considerable expense. He then told me that if I succeeded in getting from Mr Northcote this $400, I could offer such portion of that to I might consider necessary towards our fee in the matter.

Q. What did he say if anything concerning these notes in the suit?

A. He said that if we did not succeed in getting from Mr Northcote this money he would see that we were paid or he would give me for negotiation some notes the proceeds of which I was to offer in payment and for such disbursements as I had to incur. On the 14th in the evening Mr F. B. Churchill and myself went to the St. Cloud Hotel waited there till I think half past nine in the evening when Mr Northcote got through dinner he came into the reception

and this interview with Mr. Northcote lasted till very late. We threatened him and did everything. We left him then. Mr Chadwick and myself went down to Parker's and had something to eat. We walked as far as 42nd and 6th Ave and while we were waiting for the train Mr Northcote came up to us, and after an interview lasting till 12 o'clock agreed to meet us the following day at 2 o'clock and pay us our money and make some disposition of the notes amounting to $500. that he had on Mr B. Schmidt's account, from this.

Q. On the following day did you pick your appointment with Mr Northcote?

A. I did.

Q. Where was that appointment to be?

A. 23 Park Row Chadwick's office.

Q. How long did you wait there for Northcote?

A. We waited for quite late.

Q. Did Northcote keep his agreement?

A. He did not.

Q. Did you hear where he was at that time or near that time?

A. I had heard that he had run away from the city.

Q. Before you heard that he had left town did you hear where he was in town about the hour of the engagement?

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A. I believe there was a clerk in the Prince Exchange Building.

Q. Did you go there to find him?

A. I did.

Q. Did you find him? A. I did not.

Q. Did you communicate with Prior in regard to Authertons claim?

A. I did.

Q. On Sunday did you go to Newark?

A. I did.

Q. For what purpose? A. To find Atherton.

Q. Did you find Atherton?

A. I did not.

Q. Did you see Charlie Atherton there?

A. I did not.

Q. Who accompanied you there?

A. F. B. Churchill.

Q. How long a time was occupied that day if you recollect in searching for Leith?

A. From 10 in the morning till 3 or 4 in the afternoon.

Q. Did you succeed in finding him there?

A. I did not but in the evening I had an appointment with Bramhall at the Victoria Hotel on the same day Sunday and also with Mr Burr at the Brunswick Hotel directly opposite both of which appointments I kept.

Q. In consequence of what occurred

at your appointment with Mr Bramhall what did you do?

A I reported what Mr Burr told me to Mr Bramhall. Mr Burr promised that evening, I should call at his office the following day that he would see that the matter was settled.

Q Did you call?

A I did both in the morning and in the afternoon. And also at his suggestion I was to meet him at the Astor House that evening. He gave as his reasons for not keeping his engagement and being able to fulfill his promises that he had not as yet been able to connect with Mr Northcote

Q Did you tell Mr Bramhall the result of these interviews with Mr Burr?

A I did

Q He was waiting at the Astor House

Q What did you report to him?

A I reported my effort to find Mr Northcote and of the promise of Mr Burr and of Mr Burr's appointment for that evening at the Astor House.

53 Q Was anything said then about a second offer [illegible] engagement

Witness of Mr Burr offer to give me some checks or stock or something or other and told Mr Burr that anything in that shape I would not receive from Mr Hatheotte. I asked him if that was the ~~only thing~~ ~~he would~~ only offer of settlement he had to make and he said no that he had other security that he would give me if he did not give me the money.

2 Did you state to Mr Bramhall what that security was?

A I did. In the evening I called according to ~~promise~~ appointment at the Astor House I think it was between 5 & 6 o'clock Mr F. B. Churchill was with me. Further we met Mr Bramhall I introduced Mr Bramhall to F. B. Churchill and we then waited for Mr Burr to keep his appointment. We waited there till very late because when I left Mr Bramhall at the corner of 47th st & Broadway it was then near 12 o'clock.

2 Did Mr Burr keep his appointment

A He did not.

2 Did you overhear a conversation between Mr F. B. Churchill and Mr Bramhall in the Astor House on

this evening when you introduced Mr Bramhall and Mr Churchill?
A Yes sir.
Q State what it was as near as you recollect!
A Mr Bramhall was very anxious to know what had been done in the matter if anything, since I saw him during the day. I told him we were then waiting for Mr Burr, that Mr Churchill was very angry that I should keep him down town or make an appointment at that hour in the evening, and Mr Churchill then told Mr Bramhall that somebody would have to pay him very well for his services. Mr Bramhall then replied that that was all right, that I had in my hands ample security and that I should see that Mr F B Churchill was paid.
Q To what security did Mr Bramhall then refer?
A The notes in suit here mentioned in this complaint.
Q Do you recollect how long you then had the notes or if you then

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had them long?
A I am not certain when I received the last one of those notes I know I had two of them in my possession but I wont be certain that I had three.
Q These notes then were not all delivered to you at one time?
A No sir they were not.
Q Did you obtain any advance upon those notes and if so at whose request?
A I did and at the request of Mr Bramhall.
Q From whom was that advance obtained?
A From Mr F B Churchill.
Q What was the amount? A $500.
Q Who delivered that $500. to Mr Bramhall?
A I did in the presence of F B Churchill
Q Where was that delivery made?
A In the International Hotel 17 & 19 Park Rows
Q Do you remember the date?
A I think it was 2 or 3 days after I first introduced F B Churchill to Mr Bramhall.

Q What did Mr Bramhall say if anything upon your delivering him the money?

A He told me that in as much as he was sure of being able to negotiate the notes, that he could take that with any other charges out of the proceeds of the negotiation.

Q Did he say anything else with regard to keeping the matter quiet?

A He told me that Dr Bohm had been pestering him for money and that he did not want Dr Bohm to know that he had received any money that Dr Bohm was then waiting over in the Astor House for him, that he did not know where he was going but expected him back shortly.

Q Did Mr Bramhall tell you at any time what to do with the proceeds of these notes over and above what was due to you upon them and if so what?

A Yes he told me that his creditors were very pressing, that he owed some coupé bills, that he was afraid to walk around

the streets as some of his creditors might see him and have him arrested. It was therefore necessary for him to hire coupés, that he owed for sign painting, that he owed Mr. Seighortner, that he owed a carpenter, that he owed some plumber, that in fact he owed almost everybody and wanted me to negotiate these notes as soon as possible and see that those debts were paid.

Q Did he authorize you to make those payments yourself?

A Yes sir as soon as I realized on the notes.

Q Was anything said with reference to a claim held by a bank in Jersey City?

A He stated that if he could again secure the friendship of a gentleman who was connected with a bank in Jersey City he thought in days to come he could be accommodated, in other words if he showed any inclination on his part to do what was right, he thought that in the future they would accommodate him.

which Dr Bohm had an interest, I told her that if she would extend a further credit to Mr Bohm that I would see that she was paid or that I would become personally responsible to her for the amount of money he owed her for rent. On the same evening and at the same time I wrote to the restaurant keeper where his little child and his wife had been dining and to whom he owed quite considerable money, and in my letter to the restaurant keeper stated that I had in my hands some paper in which Dr Bohm was personally interested and that I hoped to realize some money in a few days and would see that he was paid by Dr. Bohm or that I would become personally responsible for it.

Q Do you know anything further as to his financial condition?

A I was informed by Mr Bramhall that he was a constant worry and annoyance to him, that he was continually begging of him and that every dollar he, Bramhall,

got he was asked by Bohm to share it with him.

Q. He was the indorser of how many of these notes? A. Two of them.

Q. There also appears the endorsement (on one of these notes), of Charles E. Comis when did you first make his acquaintance if at all?

A. I was introduced to Mr Comis for the first time in the Hotel Brunswick when Mr Bramhall was there expecting me to bring him some money and hiding there (from Dr Bohm).

Q. When was that? A. In the latter portion of November.

Q. Was that after you had these notes in your possession?

A. Yes sir I wished to have the money for one of them on that evening.

Q. Then you had not known anything about Comis up to that time?

A. No. I was introduced to him there.

Q. Had you heard from Mr Bramhall anything in relation to Comis' financial condition? A. Yes sir.

Q. What had you heard from Bramhall on that subject?

A. Mr Bramhall told me that he had been introduced to Conris by Bohm and that he had made a note to Conris' order, that Conris had been attempting to negotiate that note, it being understood between Conris and Bramhall that Conris was to receive a few hundred dollars, that he had had the note some few days, that he would get the note from Conris and give it to me if I thought I could negotiate it, that so far as he knew or believed Mr Conris was no more responsible than Dr Bohm.

Q Did you learn anything subsequent about the financial condition of Mr Conris?

A Only from inquiry from Dr Bohm.

Q What did Dr Bohm tell you in relation to Conris' financial condition?

A He said he was no good.

Q Is that all?

A He told me that he met him out west and that Bramhall would find out before he got through with him that he was not as responsible as he pretended to be.

Q Is that all? A Yes that is all.

Q. You have already testified that Bramhall told you that he had given Lochcole seven or eight thousand dollars of his paper to negotiate, that he had given W.W. Churchill $20000 of his paper to negotiate. That he was afraid to walk the streets for fear of being arrested by his creditors, that Dr Bohm and Conn's were both financially insolvent and worthless, now will you tell us upon what credit or indorsement if any upon these notes you assumed the responsibility of their negotiation?

A. Upon the indorsement and credit of Esther A Bramhall.

Q. Who is she?

A. She's represented by the Complainant in this matter to be his mother.

Q. Did you make or cause to be made any inquiries ~~as to~~ concerning her responsibility?

A. Did I was very careful, before I performed any further services for either of these men, that I would get some security for my fees which I considered reliable.

Q. With that view did you make inquiries or cause them to be

made as to the responsibility of Esther A Bramhall? A. Yes.
Q. Were those inquiries satisfactory? A. yes.
Q. Each of the notes which are the subject of this action were indorsed by her or were they not?
A. Yes that was the only way I would accept them.
Q. And in such indorsement the notes are made chargeable to her separate estate are they not? [Objected to on the ground that the notes speak for themselves] you know that fact? A. I do.
Q. [Production of the notes now called for]
Q. What do you estimate the value of your professional services rendered in the various matters you have referred to, ~~at~~, to Bramhall and others at his special ~~instance~~ instance and request?
A. I think a reasonable compensation for those services would be at least $300 from there to $400.
Q. Is that exclusive or inclusive of the fees of Mr Churchill?
A. That is exclusive of the fees of Mr Churchill.
Q. You have also been subjected in the defense of this action to the additional expense of retaining counsel to defend you

have you not?
A. I have.

Cross-examination by Mr Blunt

Q. You are a lawyer and your place of business is where? A. 23 Park Row.
Q. When were you admitted? A. 1875.
Q. In ~~this City~~? A. 2d Dept Brooklyn.
Q. Are you connected with anyone in business? A. No.
Q. Were you connected this last year with anyone? A. No.
Q. And prior to 23 Park Row where was your office?
A. At 76 Wall st.
Q. And prior to that? A. 59 Liberty
Q. And about what year were you at 59 Liberty?
A. I think some 3 years ago.
Q. Where was your office prior to that?
A. At 319 Broadway.
Q. About what year was that?
A. I can't tell you. I was at No. 9 Nassau st right after admission, I was at the Equitable building, 319 Bway, 59 Liberty, 76 Wall and 23 Park Row. that is all I can remember.
Q. Did you have an office at what is now known as the Marvin building?
A. No.
Q. Did you have an office in a building

of which Marvin was ~~the~~ owner?
A I did not know who were the owners of
never kept on Broadway near Chambers st.
Q Since you have been admitted have you
performed any duties for Mr Striker?
A I have, for Mr Joseph M Striker, Alex-
ander M Striker, Ellsworth L Striker.
Q What was the character of that business?
[objected to by Mr Brooks on the grounds that
there is no right to inquire into Relations of
Lawyer and his client.]
Q Were you employed as attorney by a man
named Long? A. No.
Q his place of business is at corner of 5 ave
and 16 st.? A no.
Q Were you employed to conduct any business
for Alderman Dwyer? A No sir, not
that I know of, he was a clerk in
my office for some years before he was
admitted.
Q You have stated that Mr Bramhall
said to you that when these notes were
negotiated the portion due Turnbull
should be paid to him? A - Yes sir.
Q Where was that conversation?
A It was at the Astor House, 733 B'way
Hotel Brunswick Phil. Milligan's, on B'way, Galaris
11 st & University pl. Morton House on 5 ave & 15 st

and other places and in confidence.
Q Who was present when he made the statement at the Astor House A. Nobody.
Q What time of the day or night?
A Both in the morning and evening.
Q What time of the morning?
A. After 9, between that and 11 o'clock.
Q What part of the Astor House?
A Upstairs and downstairs.
Q What was the date of the first occasion?
A within 2 days after I first met him
Q How do you recollect it was that occasion?
A The next morning after the first time I met Bramhall I called on Mr Patrick to inquire into the proceedings that had been taken against Bramhall as I have already stated.
Q And that is the only fact on which you base the 2 days after the meeting you first met him? A yes.
Q And you base that meeting on that fact only? A yes.
Q Did you see Mr Patrick more than once? A yes.
Q At that meeting at the Astor House in what part of the Astor House did you have the first conversation with Mr Bramhall?
A I think in the Rotunda.

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Q. Did you state to anyone that you had been to the first National Bank and had seen either the president cashier or any one connected with the bank

A. I dont remember that I did.

Q. Could you have made such statement and not remember it now?

A. Perhaps I told someone down over there.

Q. Did you tell Mr. Bramhall elder that you had been to the First National Bank and had seen there one of the officers in relation to the notes held by them?

A. No.

Q. Did you state to Mr Bramhall the younger (William H.), that you had been there and had seen the president or cashier or some officer in relation to these notes?

A. No sir.

Q. Did you make such statement to Dr Bohm or Cowis? A. No.

Q. Did you state to any one that you had seen the president or cashier and that the one you had seen had referred you to their attorneys Marsh Wilson & Wallace? A.

Q. Did Mr Bramhall state to you at the time he delivered to you those notes for negotiation any other purpose for which he required the money other than you have stated?

A. Yes sir.

Q. What other purpose did he state?

A. He said he knew a prostitute up town whose diamonds he had pawned and he wanted to get them out.

Q. Where did this conversation take place?

A. On Sunday afternoon when he was driving me to the Baltimore Railroad station from Mr Milligan's he met her and threw himself back into the coupe and said he had a narrow escape, that he pawned all her diamonds and he would have to do something for her.

Q. Did he state for what purpose he required this money other than you have now stated?

A. The Witness: After giving the bills I have referred to he wishes to put into some business here.

Q. Did he say the business?

A. Yes sir

Q. What did he ~~remember~~ mention?

A. Nine fence Co. and a gas company.

Q. In addition to that he mentioned that the rent would soon become due or was due I have forgotten which to the Eno estate and that if he didn't get the money from these notes he would have to ask his father for it and that he had induced his mother to indorse these notes for him under the promise that his father wouldn't be made acquainted with the existence of them.

Q. And where was this conversation?

A. Almost every time I met him I had a similar conversation, always about the notes and his pressing creditors always about money.

Q. Did he state to you the names of the creditors he wished paid?

A. He is plumber.

Q. Did he say the amount of his plumber's bill?

A. He may have mentioned the amount I don't remember, Cannon & Co. the New York Hotel keepers.

Q. Did he state the amount of that bill?

A. I think he did; a man he had

given a bad check to in part payment of his bill, I think it was a carpenter.

Q. Did he give the name of the carpenter?

A. no. I reported, and I can see the notes.

Q. Did he state the agents consent of his indebtedness for these goods?

A. no he did not.

Q. Did you see any of them?

A. I, sir.

Q. Can you ~~remember~~ recollect, where these conversations took place other than you have stated? A. No.

Q. Can you who was present at any of them? A. I think not.

Q. Did Mr Bramhall state to you that he desired the obtaining of this money for the sole purpose of putting it into a gas manufacturing company, I mean the whole of the amount realized from the negotiation of these notes

A. No sir. Examination adjourned till Feb 1/85 at 10 o'clock.

Cross-examination - of Mr Thompson resumed

Q. When were these first two notes

delivered)?

A I can't exactly give the date but I think it was about about the 14th or 15th of September.

Q And where were they delivered?

A Up the 103 House.

Q And was if anyone was present when they were delivered?

A No one but Mr O Bramhall

Q Was Dr Cohen present?

A No sir he was not.

Q When was the 2d or 3d note delivered?

A Within a day or two after.

Q Did Frisco see that delivered?

A I think that note was delivered to me at 15 Courtlandt st.

Q And Who was present when the 3d note was delivered at 15 Courtlandt st.

A Nobody but Mr O Bramhall

Q Who delivered you the first two notes?

A Mr. O Bramhall.

Q and when he delivered them what did he state to you?

A He told me he was hurried up for money, handed them to me in response to my request that something be fixed up to pay me for services.

Q: What occurred at the time he delivered

them to you at the Astor House?
Q He told me to get them negotiated
Q Did he state for what purpose?
A Yes.
Q What was that?
A To buy his sign-painter and other pressing creditors?
Q Did he state that he wanted it for the purpose of putting it on a gas company? A No.
Q In what part of the Astor House did this conversation take place?
A Up stairs in the private bar-room opposite the barber shop.
Q Did at the delivery of the 3d note or the second interview was anything said by Mr Brainerd as to what he wished to do with the proceeds?
A No that was all understood in our conversation when he signed the first notes to me
Q And it was then referred to the different purposes you have mentioned and no other?
A That was in conversation at the presence of the first note it was all understood whereas

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Regarding the first two notes what conversation came with them.

Q. Did there also be understanding that the words should be inserted to the original? A. No.

Q. Are you sure you have mentioned all that was said between these three men at those conferences

A. I am there was no one but Bernhard and myself.

Q. And you are generally positive that this conversation of the delivery of the notes took place on the little wooden bridge? A. Yes sir.

Q. Did you have a conversation with anyone in relation to these notes before they were delivered to you and before you had possession?

A. Yes.

Q. With whom? A. With Mr Bernhall.

Q. Any one else but Bernhall? A. No.

Q. And you are positive of that?

A. Very positive.

Q. Did you have a conversation, prior to the delivery and possession of these notes, with Dr Bohm?

A. I wanted to but Bernhall forbade it.

Q. Then you did not have any conversation with Bohm? A. No sir.

Q And from whom did you get your knowledge of these notes and the purpose for which they were given, respectively ~~they were~~ delivering to you?
A From Mr Bramhall.
Q And from nobody else? A Nobody else.
Q You performed services for Mr W. Churchill — A yes sir.
Q At whose request were they performed?
A At Mr Bramhall's and Churchills request
Q. Where did Mr Bramhall request you and when, to take charge of Churchills matters?
A At the Astor House, sitting on one of the high stools there in the rotunda late in the evening, in November.
Q How late? A. 5 or half past five.
Q Who were present?
A None but Mr Bramhall.
Q. When he instructed me.
Q Was Mr W Churchill?
A Nobody but Mr Bramhall.
Q What services did you perform for Mr W Churchill?
A He was in consultation in my

Office some time or four days, the first day from 9-30 to 12-30 I don't know what day.

Q. How do you recollect the time?

A. I found him there when I went there in the morning and he stayed there till just as I had to go out to roof an engagement with Mr Bamfield.

Q. How many times did you have conversations with him?

A. I did talk to him three days and then appeared in court three occasions for him.

Q. What Court? A. City county New York.

Q. What did you do in Court?

A. Dismissed on order to examine him in supplementary proceedings.

Q. What else?

A. Two or three days after that I had the conversation with him about his affairs.

Q. The second time you appeared in Court what did you do?

A. In response to that order and the third occasion had one dismissed.

Q. And who appeared on their side?

A. Marsh Wilson and Wallace

Q Were they present when the order was dismissed?
A Didnt know they didnot respond to the call of the clerk.
Q Did you do anything after that in court for Mr Churchill? A No sir.
Q. Did Mr Churchill subsequently make application to you requesting him to appear again in the matter of supplementary proceedings?
A. No sir.
Q And you have given all the duties you performed for Mr Churchill?
A All I recollect now.
Q. Did you keep a register of the services you performed for Mr Churchill?
A No.
Q. What services did you perform for Mr. Cheriton?
A. Was constantly advising him made repeated motions and had innumerable consultations.
Q Can you recollect the first time and place you consulted with him?
A Yes. 733 Broadway in the evening I think I dont recollect what day.
Q Did you meet him at any other time at 733 Broway? A. No.

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Q. Where did you meet him after that?
A. Always at my office or at his office.
Q. What was the character of the suits you were defending him in?
A. I decline to answer, as a confidential communication between an attorney and client. They were in relation to matters Mr Bramhall was interested in.
Q. Were all those consultations in reference to matters Mr Bramhall was interested in?
A. Principally.
Q. What was the nature of the suit or suits you took charge of for Mr Cheriton at Mr Bramhall's instance?
A. Obtaining judgments obtained against him upon notes.
Q. Can you recollect the name of the complainant in one or more of those suits?
A. No. I cannot.
Q. Did you keep a register of these suits for Cheriton?
A. No.
Q. Did you appear for Mr Cheriton in more than one suit at the request of Mr Bramhall?
A. No sir one suit.
Q. Wasn't that the suit in which one Renssen was plaintiff?
A. I think that was the party's name

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Court be certain.

Q What services did you perform in the Cheriton suit after consultation, drew affidavits, moved Court to open default; default opened, appeared in three or four motions subsequent to default; drew affidavits and prepared for trial.

Q Did you attend to the trial?

A There was no trial to my knowledge after that.

Q Can you state what the conditions of opening default were?

A With costs to the defendant.

Q Did he name the amount of costs?

A No but the Court did.

Q Can you recollect the amount of costs imposed as a condition for opening default other than statutory costs?

A There were none I tendered Remsen Statutory costs.

Q Did you receive the amount of the costs from Mr. Cheriton?

A I received $15 of the costs from Cheriton.

Q Did you not receive $19 from Cheriton?

A No sir.

Q Did you state to Mr Cheriton the amount that was required to be paid and

and receive from him the money for it.

A I told Mr Cheriton the conditions of observing the order and he gave me $15 on account of it.

Q Did you not return those costs to Mr. Cheriton.

A As soon as I retained it with the understanding that it was to be retained for another transaction with conditions but not connected with the transaction.

Q After observing that default what further was done?

A I prepared answer and called on the attorneys tendered them the statutory costs & requested for trial and they would not then advise Mr Cheriton to abandon it.

Q Did you serve an answer on their attorneys

A I tendered to them $17.50 or whatever the amount was.

Q Then the answer was not accepted or served?

A It was served and returned.

Q Stating the grounds for its return?

A I think it was.

Q Do you recollect the grounds that

were stated.?

A I believe, that the terms of the order hasn't been complied with

Q. Have you got the answer.?

A I think I have.

Q And after that did you have any further business with Cheriton in account of Bramhall's matter.?

A Yes at Mr Cheriton's suggestion before the day of trial I looked ~~over~~ the city for Bramhall and could not find him.

Q Did you serve notice of trial.?

A On the order I believe that was to be waived.

Q And you made preparation for trial after the answer had been served.?

A I made motion before the court to compel them to receive the answer I believe one of the principal grounds was that they had not served me with a copy of the order.

Q Did you receive notice of entry of judgment.?

A At a long time that I remember.

Q When you made preparation for trial (after the court had passed) to compel them to receive answer.?

A No.

Q. Did the Court refuse?
A. Yes I believe the Court refused to consider him to receive income unless he paid costs as to all the defendants.
Q. After that what services did you perform?
A. I went around looking for Bramhall at Sheriff's suggestion and had consultation with his wife, and for Bramhall to get him to make additional affidavits to again move the Court for reopening and setting aside the order.
Q. When was this?
A. I can't give the dates.
Q. After that did you have interview with Mr Sheridan?
A. Yes I had an interview with him and told him I could not find Bramhall
Q. Did you have further business after that on the Bramhall matter?
A. No.
Q. ~~Did~~ were you notified by Mr Sheridan that he desired to see you in relation to this Remsen matter after these occurrences?
A. No sir.
Q. Have you any knowledge of what oc-

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curred subsequent to these times in which Mr Cheriton was a party?

A. No sir

Q. Have you any knowledge whether or not Mr Cheriton was arrested for contempt in this Ransen proceeding?

A. Yes I have.

Q. Was Mr Cheriton arrested for failing to appear in the supplementary proceedings to your knowledge?

A. He was arrested for contempt I have knowledge of it.

Q. And the character of that contempt do you know what it was?

A. I believe for failing to comply with an order of the court to be examined.

Q. Was it not for failing to comply with the order opening default and payment of costs? A. No.

Q. At, or at the time of this arrest for contempt prior to your becoming interested in his behalf?

A. No sir. That was not mandatory.

Q. Then you had been retained and appeared for Mr Cheriton prior to his being arrested for contempt?

A. Yes.

2. And the second interview in the afternoon you say?
A During all this period of time every hour of the day I was in constant communication with Mr Bramhall because I gave my attention solely to this business.
Q. The question was, the second interview that same day at the Astor House? A At the Astor House.
Q Was any one present in you and Bramhall at that 2nd interview?
A Mr Bramhall during that conversation.
Q Did any one come with you and Mr Bramhall from 133 Broadway?
A. Yes. Q. Who? A Dr Behrn.
Q. Did he go to the Astor House with you?
A. He went as far as the Astor House with us.
Q. Did he go in the Astor House with you?
A. He did not go in.
Q. Was Dr Behrn in the Astor House at the time of the morning interview in your presence with Mr Bramhall?
A. Not that I know of.
Q. Was he in the second interview in the afternoon?
A He might have been there I don't know he came in after I had been there some length of time.
Q. With whom did he come in if with anyone?

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A. He came in alone.

Q. How long had you been there before Dr Bohn came in?

A. From 1/2 to 3/4 of an hour.

Q. And Bramhall was with you at that time from 1/2 to 3/4 of an hour? A. Yes.

Q. Was Patrick at the Union House at that time?

A. As far as I know he did not come there during this negotiation to my knowledge.

Q. Did Mr Bramhall say to you that any of the money received from these notes was to be applied to the payment of the note of $387.07 Aug 8, 1884?

A. That was one of the Chemical notes held by the First National Bank of New Jersey and that was directed to be paid out of the proceeds.

Q. Did ~~I~~ Question refer to it as the note for $387.11 Aug 8, 1884?

A. Yes is one of the notes referred to by Mr Bramhall in his cross-examination.

Q. Mr Bramhall, any answer to yes.

Q. Where did you make this statement?

A. At the New York Hotel morning while waiting for Dr Bohn.

Q Do you recollect the date?
A I was the morning after I first met Mr Cheriton.
Q When did you first meet Mr Cheriton?
A I can remember the date
Q The same question, referred to in as the note of $387.11 April 30, 1884?
A I dont remember the amount, if ~~this~~ is one of the Cheriton notes that was referred to by Mr O'Brooke in the cross examination of the complainant, yes.
Q Do you know where that conversation took place?
A In the New York Post.
Q When ~~A~~ I could not state the date.
Q Give the month? A November.
Q Middle first or last portion?
A About ten days before he gave the notes into my possession
Q Who was present?
A None but Mr Brannell and myself.
Q Same question as to the note of $665.53 Dec 13, 1884?
A I cannot be sure about that.
Q Same question as to the two notes of $54.70 Nov 15 1884 held by Mr McCullum?
A He never instructed me to pay any notes held by McCullum.

Q Did you make any inquiries as to the first two notes here mentioned from anyone?

A Certainly I did.

Q From whom did you make any inquiry?

A I can recognize the writer from the comments you mention, but as regards the Rockefeller note, I made inquiries of Mr Rockefeller.

Q Any one else?

A Not I remember just now.

Q Did you make any inquiries of any one connected with the First National Bank in Jersey City?

A I believe I made some inquiry from the attorney representing the Bank.

Q Who was that?

A He represented Mr Alexander Wallace.

Q Did you make any inquiries ~~from~~ any officers connected with the Bank?

A I went over there on 2 occasions and could not see the party I was instructed to see by Mr Rockefeller.

Q Who did the clerk direct you to see?

A I have forgotten the gentleman's name.

Q. Have you any knowledge of what became of Cheriton after his arrest?
A Yes.
Q What did become of him?
A Against my advice he paid the fine.
Q Did you state your grounds? A Yes.
Q What were they?
A I thought we could prepare sufficient affidavits to purge him of the contempt. I told him that if an application was made to the court the court would revoke the order. I made such application then and there to Justice McAdam who referred the matter to Justice Hehlas.
Q Do you recollect when that was?
A. I don't remember the date or month the order will show.
Q Was the motion made in the chambers or in the Judge's room?
A In chambers before Judge McAdam who referred it to Hehlas
Q. Then did you see Hehlas? A No.
Q. Was Cheriton then ~~in custody~~? A Yes
A I went to prepare affidavits of Cheriton and myself and when I returned found that Cheriton had paid his fine and left.

Q. And after you met Cheriton in custody in the City Hall and returned did you then have your affidavit ~~with you~~ prepared? A. Yes
Q. And what was the length of time between that time and your return?
A. One two or three ~~hours~~.
Q. Did you make an effort to find Cheriton then?
A. Yes I think so.
Q. Where did you inquire for him?
A. At 23 Park Row and 122 Chambers st.
Q. You did not find him?
A. No I have not seen him since.
Q. Did you perform any services for Mr E Bramhall other than you have stated?
A. Not that I remember just now.
Q. When these notes, the subject of this complaint, were given to you how long did you retain them before undertaking to negotiate them?
A. Bu[redacted] a very few moments.
Q. To whom did you give them then?
A. To F B Churchill.
Q. And how long did he if you know retain them?
A. I couldnot tell.

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Q Did he report to you the progress of the negotiation? A Yes.
Q To the parties to whom he offered them?
A. Not on all occasions.
Q Can you recall the name of the party he told you he had offered them to?
A. Yes some of them, Mr Andrews and Mr Crosby.
Q. Anyone else? A That is all.
Q Did Mr Churchill at any time return the notes to you after you delivered them to him
A. Yes I have, where they were on all occasions
Q But did he deliver them to you after he had them sometime?
A. Yes.
Q And did you make an attempt to negotiate them? A Yes.
Q To whom did you ~~to~~ offer them?
A One of the Board of Directors of the Nat'l National Bank I can recall his name.
Q Did you ever seen him before you offered them to him?
A Not to my knowledge.
Q At whose suggestion did you offer them to him?
A I dont know that anybody suggested it.

Q Why did you go to the 6th National Bank?
A He came to me
Q What did he state in relation to these notes?
A He wanted Mr Bromhall to take up a note he already held of Bromhall's I think amounting to $500. which he had been stuck on he said.
Q What further?
A. I offered him to take up that note Mr Bromhall owed then and have him give the difference in cash for it & he, he promptly responded he wouldn't be caught by Bromhall again.
Q Is that all?
A About all in substance.
Q Did he state how he obtained knowledge of the existence of these notes?
A No.
Q What did he state about that?
A That Mr Sterling at my request had asked him to call at my office and see what could be done to take up and pay the note and get it good me in its place
Q Who gave Mr Sterling knowledge of

Q. The existence of these notes? A. Did
Q. How long after you had them in your possession?
A. Every few days.
Q. Then you knew Mr. Sterling before you came into possession of these notes?
A. No.
Q. Then you knew him after you came into possession of them?
A. Yes.
Q. How did you become acquainted with him?
A. Through Bramhall who introduced me to him.
Q. Did you take that note to any other person for negotiation?
A. Yes sir.
Q. Give us his name.
A. George M. Lynch.
Q. How soon after the interview with the director of the 6th National Bank was that?
A. Very soon after.
Q. What did he do with it if anything?
A. I did not give him the notes I do not know what he had done.
Q. Who is George M. Lynch?
A. A gentleman living in N.Y. City.

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Q What is his business?
A I don't know.
Q Do you know where his place of business is? A No.
Q Where did you meet him to give him these notes or the memorandums of them? A No. 8 Wall street.
Q Stewart's? A Yes.
Q How long had you known Mr. Lynch?
A Several years. 7 or 8.
Q And have you known what his business was during those 7 or 8 years?
A Yes up to about 2 years ago.
Q What was it prior to 2 years ago?
A Speculator in everything.
Q Do you know where he lives?
A I know.
Q Where did he live up to within a year ago?
A When I first knew him he lived in 12th street, after that in 34th street, after that in 23d street. I don't know the numbers.
Q. Did Mr Lynch accomplish the negotiation of these notes? A. No sir.
Q. After Mr Lynch failed in the negotiation to whom did you give them?
A. To F. B. Churchill.

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Q Did he report to you the progress of the negotiation? A Yes.
Q To the parties to whom he offered them?
A Not on all occasions.
Q Can you recall the name of the party he told you he had offered them to?
A. Yes some of them, Mr Anderson and Mr Crosby.
Q. Who else? A That is all.
Q Did Mr Churchill at any time return the notes to you after you delivered them to him
A. You'll know where they were on all occasions
Q But did he deliver them to you after he had them sometime?
A. Yes.
Q And did you make an attempt to negotiate them? A Yes.
Q To whom did you ~~to~~ offer them?
A One of the Board of Directors of the Nat'l National Bank I cant recall his name.
Q Had you ever seen him before you offered them to him?
A Not to my knowledge.
Q At whose suggestion did you offer them to him?
A I dont know that anybody suggested it.

Q Why did you go to the 6th National Bank?
A He came to me
Q What did he state in relation to these notes?
A He wanted Mr Bramhall to take up a note he already held of Bramhall's I think amounting to $500. which he had been stuck on he said.
Q What further?
A. I offered him to take up that note Mr Bramhall owed then and have him give the difference in cash for my share, he promptly responded he wouldn't be caught by Bramhall again.
Q Is that all?
A About all in substance.
Q Did he state how he obtained knowledge of the existence of these notes?
A No.
Q What did he state about that?
A That Mr Sterling at my request had asked him to call at my office and see what could be done to take up and pass the note and get a good one in its place
Q Who gave Mr Sterling knowledge of

Q Did he succeed?
A Yes sir I believe partially.
Q What partial success did he have?
A The man ready to give the money.
Q What was the men's name?
A I think it was Crosby I don't know his first name nor where he lives or his business.
Q Was any money paid on that partial negotiation?
A Not to my knowledge.
Q You offer have been paid?
A I think I made.
Q Did you have a person with you to Crosby to negotiate? A. Yes.
Q To whom did you give them after Mr Churchill had given them to Crosby?
A I offered them to Judge White in the Tombs.
Q Was that after the arrest?
A At the time of the arrest.
Q. Was Mr Churchill the last to whom they were given for negotiation?
A Yes by me.
Q. Have you any knowledge as to whom Mr Churchill gave them after he was possessed of them?
A No.

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Q. Were they to your knowledge given to Mr Demming to negotiate?
A. I dont know.
Q. Do you know Mr Demming?
A. Yes I do.
Q. What is his business?
A. A note broker.
Q. How long have you known Mr Demming?
A. Since I have had possession of these notes.
Q. Did you know him before you came into possession of these notes? A. No.
Q. Did you have any personal transaction with Mr Demming in relation to the negotiation of these notes?
A. I saw him about them.
Q. (i) you know he had these notes for the purpose of negotiation? A. Yes.
Q. Did you accompany Mr Demming to any place for the purpose of negotiating these notes? A. No sir.
Q. (ii) you give these notes to any one else other than you have stated? A. No sir.
Q. (iii) you state to any one that you were negotiating these notes with any person other than you have ~~stated~~ mentioned A. No sir.
Q. Did you state that these notes

were to be negotiated giving the name of the party that was about to accept them, other than those you have mentioned? A No sir.

Q Were those notes the subject of this complaint demanded from you prior to the demand of Mr Bramhall's present attorney? A Never.

Q You are positive of that? A Yes.

Q Did you undertake, at the request of Mr Bramhall the settlement of the check of O N Williams for $75 indorsed by A G Leighorter?

A Yes sir.

Q That was done at the request of Mr Bramhall? A Yes.

Q What duties did you perform in endeavoring to settle the matter?

A I wrote to Martin & Smith, called on Martin & Smith, and at Mr Leighorter's that is all.

Q When if you recollect did you go to Martin & Smith?

A I was passing one day and dropped in.

Q Do you recollect the month?

A November.

Q And who did you see at Martin & Smith's

A. I inquired for Mr Devine, he not being in I inquired for Horace Smith

Q. and did you see any of those you inquired for?

A. No.

Q. Did you go a second time there?

A. No.

Q. And that was all the duty you performed in relation to that check with Martin & Smith?

Q. When do you recollect did you write this note?

A. About the time Mr Bramhall received a letter from them.

Q. Did you see the letter Mr Bramhall received from them?

A. I did.

Q. Where is that letter if you know now?

A. In the hands of Mr Brooke, my Counsel.

Q. What interview did you have with Mr Seighortner?

A. None he was gone down town I visited there once to see him.

Q. Did you write to him?

A. I don't think I did.

Q. Did you see Bramhall after the Martin & Smith attempted negotiation in relation to the Seighortner matter?

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A Yes sir.

Q What statement if any did you make to Mr Bramhall in relation to the matter.

A I told Mr Bramhall I called on Martin & Smith and for him to keep very quiet for a day or two, that I would have these notes negotiated and that I would roll on Mr Sig-horner and take up the check.

Q Was that all the conversation you had with Mr Bramhall in relation to the Sighorner matter?

A That was about the substance of what I told him.

Q Did you state to Mr Bramhall that you had seen one of the firm of Martin & Smith or someone connected with the office and that the matter would be ~~settled~~ all right?

A No.

Q You said at the last examination that you did not know Mr Long of 16th & 7 ave?

A I didn't say so I said I did not do any business for ~~him~~ John Long or Lang, corner 16 st & 7 ave

Q Did you ever do any business for him?

A No sir.
Q How long was Alderman Dwyer in your office?
A (For the good part of a year)
Q Was he there for a year?
A He was not admitted when he came into my office; I sent for.
Q Did you know he was disbarred?
A Yes.
Q Did you do any business at any time for him?
A No. He is not a member of the firm though employed by them.
Q You did not do any business for him?
A No
Q Did he pay you any thing on account of business you were to do for him?

Cross examination of Mr Thompson resumed Feby 11/05.

Q Do you recollect who had the $5 check cashed, spoken of by Mr Churchill in his testimony?
A I have forgotten.
Q And do you know where it was cashed? A I have forgotten.
Q Do you know where the money was paid upon that check? A I don't remember.

Q Do you know the day it was paid?
A Yes.
Q Do you know to whom it was paid?
A Yes sir to William H. Bramhall.
Q Do you remember the amount that was paid him? A Yes sir.
Q What was it? A $5.
Q Then all you recollect of the transaction is that you paid the $5.
A Yes sir.
Q Do you recollect the date of the check?
A No.
Q Did you give the points, the dates and amounts of the different suits upon which the complainant was cross examined, to Mr Brooke your associate
[Objected to by Mr Brooke as being a communication between Lawyer & client]
Q From whom did you receive the information which Mr Bramhall was cross-examined? A I have forgotten.
Q From whom did you receive the information that Mr Bramhall was indebted to a plumber, painter, livery-stableman & other persons to whom he was indebted? A. William H. Bramhall.
Q At the times you received such information were you the attorney of

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Q Mr Bramhall? A Yes sir.
Q What conversation if you recollect did you have with the complainant the first time at 733 Broadway?
A General conversation about his business difficulties and numerous debts.
Q What was about what time?
A All through the morning that I was introduced to him.
Q Do you recollect the 2d interview at 733 Broadway?
A I cant recollect the different conversation.
Q Mr Milligan what conversation if any did you have?
A His business troubles difficulties & debts.
Q Is that all?
A All I remember now.
Q What date was it?
A I dont know.
Q Who was present besides Bramhall & Milligan?
A A gentleman whose name I dont know.
Q How much Bramhall borrowed $15.
Q You don't recollect the date?
A It was Saturday night I dont recollect the date.
Q And Mr Bohm was present at that interview?
A I said, no.

Q. Was he present at any subsequent interview there? A. No.
Q. Did you meet Dr Bohm at Milligan's at any time? A. No.
Q. Did Dr Bohm go with you in a conveyance to Milligan's at any time? A. No sir.
Q. Did you ever state to Mr Bramhall or Dr Bohm that you were a partner of George O'Brien? A. No.
Q. When did you first meet Mathoole? A. In the early portion of last Summer.
Q. Did you have any business transaction with him prior to the Bramhall suit? A. Yes sir.
Q. Did you state to Dr Bohm or Mr Bramhall after you had appeared in the Mathoole matter for Bramhall, that you had collected from Dr? A. I have $400. [Objected to as incompetent] A. No sir.
Q. Did you state to Mr Bramhall and Dr Bohm that you had had Mathoole arrested and he was then in Ludlow st. Jail? A. No sir.
Q. Did you state to either of them that you had received a check on the Chemical Bank for

~~to~~ amount of $413 which you would have to send to Hudson st. Jail to have it indorsed before you could collect the money from the Chemical Bank?

A No. What I did state was that there was $400 worth of security in the hands of the [illegible].

Q Did you state to either Bramhall or Bohm that you had collected $400 and it was then in the hands of Deputy Sheriff Thomas Moore or his deputy? A No sir.

Q From the first interview at 733 B'way to the last interview at the Astor House was not Dr Bohm present on all those occasions, I mean interviews with Bramhall or any one connected with his matters? A No sir.

Q How many occasions if you recollect was he present?

A I know that if the interviews covered a period of two weeks, that Dr Bohm was'nt present four times

Q Was he present at the interview at the N.Y. Hotel? A yes sir, he was present at 733 B'way and the N.Y. Hotel but not at the interviews I have ~~[illegible]~~ referred to.

Q. Was he present at the Brunswick Hotel interview?
A. Yes he ~~got~~ caught us there.
Q. Was he present at the St. Cloud Hotel Interview? A. No.
Q. Was he present at any of the 15 Ireland's st. Interviews? A. Yes sir.
Q. How many of these interviews was he present at?
A. At no interview that I had with Bramhall was Dr Bohm present, he was present at the place but not at the interview.
Q. Did Mr Bohm accompany you to Mr Patrick's office any time?
A. Yes sir.
Q. Did he go to the office with you?
A. Yes sir.
Q. Do you recollect the date?
A. No.
Q. Was any one else that day with Dr Bohm at Mr Patrick's office?
A. Yes sir.
Q. Who was it?
A. Mr Bramhall who remained down while we went up to the office.
Q. Did Mr Bramhall ever go with you to Mr Patrick's office more than once?
A. He never went with me to Patrick's office

Q. Did he ever go with you to the block in which Mr Pettibone's office is situated no than 1902?
A. No sir.
Q. Where did the conversation in relation to Mr Smith's retaining $400 of the $500 given to him take place? At the Continental Hotel.
Q. Did where else? At St Denis Hotel.
Q. What time?
A. I don't know the time it was during the interview of time already mentioned.
Q. Now you say Mr Bromhall's exchange on Ludlow street.
A. I don't know where he was discharged from Ludlow St Jail.
Q. Who was present besides Bromhall and yourself at this interview at the International Hotel?
A. Mr F B Churchill.
Q. Is that all? All I think.
Q. Was Bohm was not present?
A. No.
Q. Was the conversation upon the subject of Spiker's letter in relation to your receiving this $400?
A. In substance.

Q By Bramhall? A Yes
Q And who was present there?
A Bramhall and myself.
Q. Dr Rohm wasn't present?
A Yes around the corner waiting but not at the interview.
Q Where did the interview take place in which you state, Mr Bramhall told you that Mr Northrop had paid him, Bramhall, a few dollars?
A At some of the places I have mentioned, I ~~testified~~ that Mr Bramhall told me that Mr Northrop had given him out of $400 he had received from Mr Bramhalls father a few dollars at George Black's Broadway.
Q And you have no idea where that conversation took place?
A As it was in the early portion of my acquaintance.
Q What was Mr Bramhall state he had done in order to evade service in any suit?
A He told me he did not dare to go home, was compelled to hire coupés all day and was afraid to be seen in the street in the day time, and could not sleep

with the fear that he would be arrested.
Q Did he give you any suits other than you have mentioned in which he feared arrest?
A He feared arrest in every thing.
Q Did he give you the names of any parties or suits in which he feared to be arrested? A I don't remember.
Q What party or parties did you call to see in the Produce Exchange in relation to notes?
A I have forgotten the party and don't remember who it was.
Q What part of the exchange were you when the party?
A On the Cage Railway.
Q. Had his name been given to you?
A I think it was I don't remember.
Q Who gave it to you?
A Mr. D. Churchill.
Q And he accompanied you there?
A Yes.
Q Into where did the Railway enter?
A The exchange on the ground floor.
Q What did you do in Searay's after you went to look for Northcote?
A We went to some house in Broad St. first McChurchill went; from

0350

BOX:
209
FOLDER:
2079
DESCRIPTION:
Tierney, Martin

DATE:
02/23/86

2079

#167.

Day of Trial,

Counsel,

Filed 23 day of Feby 1886

Pleads

THE PEOPLE

vs.

Martin Tierney

INJURY TO PROPERTY.
Sec. 654, Penal Code.

Randolph Smartine
~~JOHN MCKION~~
District Attorney.

Dr Feby 24/86
pleads guilty

A True Bill.

O. Kiing
Foreman.

14 yrs O. Mos. S.P.

0352

CITY AND COUNTY OF NEW YORK, } ss.

POLICE COURT 2 DISTRICT.

John Gehm

of No. 89 9th avenue Street, aged 46 years,

occupation Baker being duly sworn deposes and says,

that on the 18th day of February, 1886

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

(now here) did unlawfully wilfully and Maliciously break and destroy a plate glass window in the store at the above address by striking said window with a large club he the said Martin Tierney then and there held in his hand, and deponent further says said window was of the value of Thirty Dollars. and the property of deponent. and that said window was rendered entirely worthless by the injury done it in the manner and at the time above described

John Gehm.

Sworn to before me, this 18th day of February 1886

Police Justice.

03553

Sec. 198—200.

2. District Police Court.

CITY AND COUNTY OF NEW YORK, } ss

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

Question. What is your name?

Answer. Martin Feiney

Question. How old are you?

Answer 2 8 years old

Question. Where were you born?

Answer. New York.

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

Answer. 185. 10th ave. about 5 months

Question What is your business or profession?

Answer. Sea faring man.

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

Martin Feiney

Taken before me this 15th *day of* February 188[illegible]

[illegible] *Police Justice.*

0354

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 Alfred Smith

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 July 15th 188 6

Wm Pinck *Police Justice.*

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

Dated ..... 188 .

..... *Police Justice.*

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

Dated ..... 188 .

..... *Police Justice.*

0355

BAILED,

No. 1, by

Residence Street.

No. 2, by

Residence Street.

No. 3, by

Residence Street

No 4, by

Residence Street.

Police Court 2 — 183 District.

THE PEOPLE, &c,
ON THE COMPLAINT OF
John Gehn
89 9th Ave
vs.
1 Martin Tierney
2
3
4

Offence Malicious Mischief

Dated February 15 1886

Chas Welde Magistrate.

Jos D. Wooldridge Officer.

16 Precinct.

Witnesses

No. Street.

No. Street.

No. Street.

$ 700 to answer Gen Sess

Cm

0356

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Martin Brennan

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

— Martin Brennan —

of the CRIME OF UNLAWFULLY AND WILFULLY destroying — PERSONAL PROPERTY OF ANOTHER, committed as follows:

The said Martin Brennan,

late of the 16th Ward of the City of New York, in the County of New York aforesaid, on the 15th day of February, in the year of our Lord one thousand eight hundred and eighty-six, at the Ward, City and County aforesaid, with force and arms, a certain piece of glass,

of the value of thirty dollars, —
of the goods, chattels and personal property of one John Doe, —
then and there being, then and there feloniously did unlawfully and wilfully
treade and destroy, —
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 Martin Brennan —

of the CRIME OF UNLAWFULLY AND WILFULLY destroying — REAL PROPERTY OF ANOTHER, committed as follows:

The said Martin Brennan,

late of the 16th Ward of the City of New York, in the County of New York aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the Ward, City and County aforesaid, with force and arms, a certain piece of glass, —

of the value of thirty dollars —
in the building of one John Doe, —
there situate, then and there being, of the real property of the said
John Doe, —
then and there feloniously did unlawfully and wilfully
treade and destroy, —
against the form of the Statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

Randolph B. Martine,
~~JOHN McKEON,~~

District Attorney.

0357

BOX:
209
FOLDER:
2079
DESCRIPTION:
Trupert, Joseph

DATE:
02/24/86

2079

Witnesses:

.....

.....

.....

.....

2165

B. Morris

Counsel,

Filed 24 day of Feb 1886

Pleads Not guilty (25)

THE PEOPLE

vs.

Joseph Tempert

1st Degree

1541

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

RANDOLPH B. MARTINE,

District Attorney.

A True Bill.

[illegible]

Foreman.

Mch 1/86

Reconvicted of 3 deg

Judgt suspended

Mch 12/86 [illegible]

0359

Police Court— 3d District.

City and County of New York, } ss.:

William Mancura

of No. 84 avenue B Street, aged 15 years,

occupation harness being duly sworn

deposes and says, that on 21st day of February 1886 at the City of New York, in the County of New York,

he was violently and feloniously ASSAULTED ~~and BEATEN~~ by

Joseph Ruppert (nowhere) who did wilfully maliciously unlawfully and feloniously point a gun and discharge from a pistol he shot at the person of deponent at about 4 o'clock P.M. of said day while he deponent was on the corner of avenue A and second street in said city.

Deponent charges that said assault so committed was done

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

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

Sworn to before me, this 22d day of February 1886

William Mancura

[illegible] Police Justice.

0360

Sec. 198—200.

District Police Court.

CITY AND COUNTY OF NEW YORK, } ss.

Joseph Rupert 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. Joseph Rupert

Question. How old are you?

Answer. 13 years

Question. Where were you born?

Answer. Connecticut

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

Answer. 153 Essex Street: six months

Question What is your business or profession?

Answer. I have nothing to do now, out of work

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

Answer I am not guilty, I did not discharge the Pistol at the complainant, I was fooling with it and it went off and shot my own finger.

Joseph Rupert.

Taken before me this 22 day of February 188 8

Police Justice.

William Wancura, says I was going ~~up~~ through 2d Street — alone, when I was set on by a crowd of about 15 boys of whom the defendant was one — They pegged stones at me & struck me with them and the defendant discharged a toy pistol at me — at 4 P.M.

William Wancura

0361

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 Joseph Tufert

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

Dated February 22 188 6 [illegible] *Police Justice.*

I have admitted the above-named _____

to bail to answer by the undertaking hereto annexed.

Dated _____ 188 _____ *Police Justice.*

There being no sufficient cause to believe the within named _____

_____ *guilty of the offence within mentioned, I order he to be discharged.*

Dated _____ 188 _____ *Police Justice.*

0362

Police Court 3d 708 District.

THE PEOPLE, &c.,

ON THE COMPLAINT OF

William Wancura
84 Avenue B,

1 Joseph Tupert

2

3

4

Offence Assault

Dated February 22d 1886

Magistrate

Hoffman Officer.

14th Precinct.

Witnesses

No. Street.

No. Street,

No. Street,

$ 500 to answer G. S.,

BAILED,

No. 1, by

Residence Street.

No. 2, by

Residence Street.

No. 3, by

Residence Street.

No. 4, by

Residence Street.

0363

HAAS & HIRSCHMANN,

Ornamental Confectioners,

No. 21 BOWERY.

New York, March 1. 1886

Hon. Judge.

If you remitt judgment in case of Joseph Graspert we will take him back to work for us in order to aid his mother.

Haas & Hirschmann

0364

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK

against

Joseph Dumpert

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

— Joseph Dumpert —

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

The said Joseph Dumpert,

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

SECOND COUNT:

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

— Joseph Dumpert —

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

The said Joseph Dumpert,

late of the City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the City and County aforesaid, with force and arms, in and upon the body of one William Downes, — in the peace of the said People then and there being, feloniously did wilfully and wrongfully make an assault, and to, at and against him — the said

— William Downes, —

a certain pistol — then and there charged and loaded with gunpowder and one leaden bullet, which the said Joseph Dumpert, — in his — right hand then and there had and held, the same being an instrument likely to produce grievous bodily harm, then and there feloniously did wilfully and wrongfully shoot off and discharge, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

RANDOLPH B. MARTINE,

District Attorney.