

0497

**BOX:**  
458

**FOLDER:**  
4211

**DESCRIPTION:**

Plitt, Harris

**DATE:**  
11/20/91



4211

POOR QUALITY  
ORIGINAL

0498

Witnesses:

22-10-1891  
J. H. P. [Signature]

Counsel,

Filed day of 1891

Pleas, guilty 23

THE PEOPLE

vs.

27 Allen  
51 [Signature]  
R

Morris Pitt

H.D.

to the COURT of  
the COUNTY of NEW YORK  
for trial entered in the Minutes  
of the COURT on 27th day of  
January 1891

DE HANCEY NOLLI,  
District Attorney.

A TRUE BILL.

Foreman.

Part 3, January 8/92  
Index and Corroborated from [Signature]  
184776 was [Signature]

Arson in the [Section 486 Penal Code] Degree.



POOR QUALITY  
ORIGINAL

0499

**PART III.**

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

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA FOR A WITNESS TO ATTEND THE GENERAL SESSIONS OF THE PEACE.  
In the Name of the People of the State of New York.

To D. L. Prager  
of No. 148 Broadway (148 B. W. S. Street)

YOU ARE COMMANDED to appear before the Court of General Sessions of the Peace in and for the City and County of New York, at the Sessions Building, adjoining the New Court House in the City Hall Park, in the City of New York, on the 17th day of January 1892 at half past ten o'clock in the forenoon of the same day, as a witness in a criminal action prosecuted by the People of the State of New York against

Harris Platt  
Dated at the City of New York, the first Monday of January  
in the year of our Lord 18912

DE LANCEY NICOLL, District Attorney.

- - - - - x  
:  
The People of the State of New York, :  
:  
                    against                 : Before  
   : Hon. Fred'k Smyth,  
   :                 and a Jury.  
Harris Plitt.                               :  
:  
- - - - - x

New York, Jan. 6, 1892.

Asst. District-Atty. Francis L. Wellman; and  
Charles E. Symms Jr.

J. O. Mott, Esq.

I am a Fire Marshall of this city. I went to the premises No. 44 Allen Street on the morning of the 8th. of November about half past eight. I made a diagram of those premises, which I produce here. The diagram is correct. The yard is above the level of the cellar. The rear stairs come from the cellar up to the yard. There was a partition in the cellar. It had been knocked down by the firemen. I hadnot been in the cellar before the fire. I saw portions of a partition standing after the fire. Any person could come through the hall-door from

2.

the street and go back into the yard.

JACOB KORINSKI, a witness for the People, sworn, testified:

I am 17 years of age. I live at No. 31 Allen Street in this city. I am now confined in the House of Detention as a witness. On the 8th. of November last I worked for Myer Belekofski. He is a dealer of fruit and has his place in the basement of No. 44 Allen Street. The 8th. of November last was a Saturday. At 12 o'clock at night I went downstairs to the basement of No. 44 Allen Street with some grapes which I had been peddling from the push-cart of my employer. When I got into the cellar it was dark. I had no light. I afterwards saw a light through the open space in a partition which belonged to the defendant. I went there and I saw the defendant standing over a fire. He poured kerosene on the fire two or three times, and the fire grew larger. It finally became so large that it reached to the ceiling. I saw boxes and old trimmings burning. I saw the face of the defendant. I am positive he was the man who was pouring the stuff on the fire. I have seen him at least 500 times. He has a trimming store at No. 44 Allen Street. I saw Harris Schenowitz in front of 31 Allen Street and he went to the cellar with me. I showed him where the fire was in the other cellar and I went to see but the man was not there. Then I went into the street and I saw a man who lives in 46 Allen Street and I told him to call a

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policeman. We gave the alarm of fire. From all the surrounding houses people came out, but out of Plitt's house nobody came. Then the policeman took me to the Eldridge Street Station and I was detained there as a witness. The defendant was brought into the Station House. I was asked if he was the man and I said yes. I said that I went down into the cellar and I saw that this man held a can with kerosene oil and put it on the fire. He says "No". I saw the firemen and policeman smell the defendant's hands in the Station House.

Cross-examination:

I was born in Russia and I have been in this country about a year and a half. My employer has a partition in which he keeps his goods in the same cellar with the defendant. He lived at 31 Allen Street on the second floor. I went to his house and told him about this fire, but I could not get in, as he was sleeping. Afterwards he came to the cellar and told me to take the things out. I did so. Shenowitz came down with me in the cellar afterwards.

FRANK HANDERMAN, a witness for the People, sworn, testified:

I am a driver for Edward Ridley & Sons. I live at 94 First Avenue. At midnight on the 8th. of November last I was walking past 44 Allen Street. I saw three or four people around there in front of the

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building. I crossed over from the west side of Allen Street. I saw smoke coming out of the cellar of Belekofski. He and another man came out of the cellar with a barrel of potatoes. I saw Korinski, the last witness. After that I saw Officer McAdams and when he came out I told him what the boy had told me in regard to the fire. An officer and I went into a milk store and the officer held the conversation with Korinski. I acted as interpreter.

Cross-examination:

I went to the Station House afterwards. I saw both flame and smoke coming out of this cellar. The fire was located about five feet from the entrance to the cellar. I did not go far enough down in the cellar to see how far the fire extended back.

PHILIP GARFINKEL, a witness for the People, sworn, testified:

I am an express driver at 29 Pike Street. I was in the vicinity of 44 Allen Street a little after midnight on the 8th. of November last. I saw the fire and I shouted up to my wife that she should throw me down the keys. I stood there in front of 44 Allen Street and I saw Korinski and Shenowitz come out of the cellar. They opened the door from the inside, came out of the cellar, closed it up again and went away in the next block of Allen Street. They did not shout out "Fire" or say anything. I afterwards saw Belekofski come and go down in the cel-

5.

lar. Then I was informed by these boys that there was a fire in the cellar. I shouted "Fire" and lots of people came from 46 and 44. I went in the house and knocked at several doors. Among others I knocked on the door of the defendant's apartments but nobody responded. I saw the defendant afterwards at the Station House. He had on a long overcoat. I did not notice any hat on him. The Sergeant asked him what his name was, and he said Harris Pliss. He asked him if he was insured, and he said no. The officer searched him and found the insurance policies in his pocket. He then said: "I was insured for some Jewish Association or Society". Korinski identified Plitt as the man whom he saw in the cellar. The officers then smelled the hands of the defendant and he was locked up.

Cross-examination:

I am certain the smoke came from the cellar of Belekofski the fruit-dealer. I saw him come back with the two boys and begin to take his stuff out of the cellar. I did not go down into the cellar.

HARRIS SCHENOWITZ, a witness for the People, sworn, testified:

I am a peddler. Korinski and I peddle together. I went home to my store in Hester near Allen Street at half past 12 in company with Korinski. We had a push-cart with grapes which were left over and we took them to Belekofski's cellar, 44 Allen Street. While we

6.

were picking out the good grapes from the bad in the cellar I fell asleep. Then the other boy woke me up and I saw a little small fire. He said: "Get up. Here's a fire". It was in Plitt's cellar. The openings between the boards of the cellar were about the length of half a finger. I looked through one of them and I saw a man. I could not tell who he was. I immediately got scared and ran out. I

returned to the cellar afterwards in company with Myer Belekofski.

Cross-examination:

I did not see the defendant around there at any time. I only saw him have the can through the cracks in the partition.

JAMES C. McADAM, a witness for the People, sworn, testified:

I am a member of the Municipal Police Force attached to the 11th. Precinct. At 12:44 o'clock on the night of the 8th. of November I was notified of this fire. I met this witness Frank Handerman. He gave me some information and I took the boy Korinski into a milk store and got his story from him. I went and got the defendant. I found him about half an hour or twenty minutes after the fire. He was in his trimming store at 44 Allen Street. I asked him if he occupied the store. He said he did. On the way to the Station House he volunteered the fact that he was asleep on a lounge in the rear of his store. He said he was not insured. I asked him if he was a married

7.

man and he said he was. I said: "Where is your wife and children?" He says: "They are living at 51 Allen Street". I said: "You sleep in the rear of the store and your wife and children at 51 Allen Street?" He says yes. I says: "How long has your wife and children been living there?" He said: "From the 13th. of October". I took him to the Station House. The other officers there smelled of his hands. The boy Korinski said when the defendant was brought in: "That is the man I saw in the cellar". The Sergeant asked him his name and he said it was Harris Pless. I was ordered to search the prisoner and I found four policies of insurance on him. I said to him: "I thought you told me you were not insured". He said: "Those policies are for the synagogue. They are not mine". Chief McGill then smelled his hands. The defendant pushed his hands away once but the Chief grabbed them and smelled his fingers. They smelled of kerosene oil. The defendant said that he had a sore on his leg and had used the kerosene oil on that. At the time I got to the fire I saw smoke and flame coming out of the hatch-way under the window of Harris Plitt's store.

Cross-examination:

The first time I saw the defendant he was in his own store 44 Allen Street at about quarter past one o'clock. I went back as far as the rear door of the prisoner's apartments. I did not try to get in that door. The prisoner speaks English as well as any man I want to



8.

talk to.

JOHN P. KOPF, a witness for the People, sworn, testified:

I am living at present in Pleasant Place, Staten Island. I am landlord of 44 Allen Street. It is a five story tenement house. About 17 families occupy dwellings in the house on the night of the 8th. of November. The defendant rented his store from me. He carried on the business of dealing in second-hand tailor's trimmings. On each occasion when I visited the house I went down in the cellar as I was anxious to have the cellar kept clean. I noticed a lot of tailor's trimmings and other stuff in the defendant's cellar. I had a conversation with the defendant about a week before this fire. I asked him what kind of goods he kept down in the cellar; that it smelled so bad that people can't stand it in the house. He told me that it was goods he bought at auction and that he would take them out. I said: "Maybe you want to make another fire here. Don't you dare to do it". He ran back into the house and came out again with a paper. He said "Here: That is all my insurance. That would not pay me." He showed me a paper for \$500. I told him I did not care to see the paper, but I only wanted to caution him not to make any trouble. The partitions in the cellar were of ordinary common boards. The boards at places were sometimes a little bit apart.

9.

Cross-examination:

The defendant had his cellar locked most of the time. The cellar next to his is occupied by Myer Belekofski, the fruit-dealer. Part of the wooden steps which lead down to the cellar from upstairs were torn.

FREDERICK W. PADDOCK, a witness for the People, sworn, testified:

I was the janitor of 44 Allen Street on the 8th. of November last. I am familiar with the cellar of those premises. The partition which cut off Plitt's cellar from that of Belekofski was made of common wooden boards 18 to 20 inches long and certainly 4 inches wide. There was a space between each one of the boards. The prisoner kept rubbish outside of this cellar which was piled up about three or four feet high. You could put your foot through the spaces that was between those boards. There were a lot of old boxes; paste-board boxes, cigar boxes, ivory buttons, a lot of old wrapping paper, a pile of briar-wood pipes and three or four old broken trunks near the defendant's cellar. We cleaned the cellar several times. I had a conversation with the defendant in which I said to him: "I don't want you to play any tricks here". Mr. Kopf was there at the same time, and he said: "I don't want you to make any fire here". The defendant dealt in second-hand tailor's trimming and had different times he had lots of old cloth hanging out on the line to dry.

10.

Cross-examination:

Mr. Korinski is my father-in-law. It was he who told the defendant he did not want any fire there. There was a fire at 42 Allen Street before this, but I do not know that the defendant had anything to do with it.

JOSEPH F. MCGILL, a witness for the People, sworn, testified:

I am Chief of the Third Battalion in the Fire Department. I went to the fire at 44 Allen Street on the 8th. of November at 12:37. I found fire in the opening under the window of the store of the defendant. I went down into the fruit-cellar of Belekofski. I entered through the partition into the cellar of the defendant. At the time I got there the fire was pretty well extinguished. The partition afterwards fell down. I noticed that the flames came up alongside the gas-meter on to the next floor. The flooring of the store and the ceiling of the cellar was pretty well charred. I saw the defendant in his store shortly afterwards. He went over to one of the gas-jets. When I saw him at it I said: "You cannot light that. There is no gas there". I said: "Are you the proprietor?" He says: "I am". I told an officer to arrest him and bring him to the Station House. At the Station House Korinski identified him as the man he saw in the cellar. At the request of the Sergeant I smelled his hands and there was a very strong odor of kerosene oil from them. The defendant said that he had a sore leg

11.

and had been rubbing his leg with kerosene oil. I am familiar with the smell of kerosene oil.

JOHN McSWEENEY, a witness for the People, sworn, testified:

I am Sergeant of the 11th. Precinct. On the early morning of the 8th. of November two officers brought in the defendant. Korinski was also brought in and he pointed out the defendant as the man he had seen through a crack in the partition. I asked Korinski if he saw him set the place on fire and he said that he saw him take a can and pour the contents of the can on the heap of rubbish and then set fire to it. Subsequently he poured more on and every time he poured some on it lit up the fire and the fire got bigger. Chief McGill took hold of one of the hands of the defendant and smelled it. He said to me: "Sergeant, this man's hands smell of kerosene". I went around outside of the desk. I smelled his hands. There was a strong odor of kerosene oil coming from them.

THOMAS F. FREEL, a witness for the People, sworn, testified:

I am a Lieutenant in the Fire Department. I was in charge of engine No. 17 which was the first company to reach that fire on the 8th. of November. My company stretched in a line of water and put out the fire. The fibre of the wood was burned in the cellar. I believe the ceiling of the cellar was plastered. Part of the fire at the front ascended and worked to the front; subsequently the flooring and beams on the front of the cellar right to the grating were charred worse than at any other place.

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The heat was quite intense there. In the store above I found that the fire was confined simply to rubbish that was directly in the back of the gas-meter.

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

I am connected with the Fire Patrol. I got to the fire at three o'clock in the morning and stayed there until one o'clock the following afternoon. I did not allow anything to be removed or changed.

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

I went to 44 Allen Street at half past eight on the morning following the fire. I went into the rear room and found that a range and some other kitchen utensils, a little crockery and an old lounge which was behind the door. In going through the place I found a little can of kerosene near the door leading from the store into the little room. It contained about a pint. I looked it so if there was any kerosene lamp or kerosene stove, but I failed to find either. There was gas-lights in the place. I looked over the goods in the store. They consisted of trimmings, buttons, and other things which are usually found in a small trimming store of that character.

JACOB FRANK, a witness for the People, sworn, testified:

I am Assistant Fire Marshall. On the 9th. of

13.

November I went to the premises 44 Allen Street. I procured this piece of wood on the south side of the front cellar. I examined a portion of the ceiling through which the gas-pipe passed up to the first floor. It was slightly blackened and blistered.

GEORGE W. CANTER, a witness for the People, sworn, testified:

I am an auctioneer. I work for Mr. Topping at five and seven White Street and 109 and 111 West Broadway. I am the auctioneer who sold the goods that were taken from 44 Allen Street. I have been an auctioneer for 35 years. I know considerable about the value of such property. The amount realized from that auction was \$483.91.

ADOLPHUS T. WIGGINS, a witness for the People, sworn, testified:

My business is collecting and fighting the claims for Mr. Topping. He took the goods from Harris Plitt's place, 44 Allen Street. They brought \$483.91. At that time the defendant owed our concern \$483.05 for goods bought from us.

The insurance policies were offered and marked in evidence.

14.

PHILIP FLEISCHMAN, a witness for the People, sworn, testified:

I lived at 44 Allen Street on the 8th. of November last. I occupied the second floor with my family. I was in bed at the time of this fire.

ASCHER STEINMETZ, a witness for the People, sworn, testified:

I live at 44 Allen Street on the first floor above the store. I went to bed that night at half past eleven. I was awakened by this fire.

DEFENSE:

ISAAC MONTLAC, a witness for the defendant, sworn, testified:

I live at 44 Allen Street one flight up. I have known the defendant about two months. I woke him up in his apartments at the time of the fire and told him his place was on fire. I stood by his door and looked at him. Then I had some conversation about the fire and I left. I didn't see him afterwards.

Cross-examination:

I knocked at his door and he opened it. I then went away. The talk I had with him was about two minutes and a half.

MARX LEVENTHAL, a witness for the defendant, sworn, testified:

I have known this defendant about a year. At fifteen minutes past 11 o'clock I came to the house of the

15.

defendant. Mr. Wolf and I were together. I saw the defendant lying on his lounge. He was awake. I helped him put some medicine on his leg. He had an injury to his leg which he was treating.

HEYMAN WOLF, a witness for the defendant, sworn, testified:

I have known the defendant about three months. I was at his place 44 Allen Street at a quarter past 11 on the night of the fire. The last witness and I remained there about a quarter of an hour. While we were there the defendant begged Mr. Leventhal to reach the salve to him. When he got the salve he rubbed his hands and then he rubbed his leg.

ISADOR JUFFE, a witness for the defendant, sworn, testified:

I am a physician at 134 East Broadway. I attended the defendant and his family. In consequence of my advise the family of the defendant moved from 44 to 51 Allen Street. The reputation of the defendant is very good.

Cross-examination:

The defendant pays me every time I visit him. I do not keep a record of my visits. I have trusted the defendant at different times. The defendant had a sore on his leg and I prescribed some salve for him.



16.

ABRAHAM ISRAEL, a witness for the defendant, sworn, testified:

I live at 46 Allen Street. I know the defendant. On the night of the fire somebody came and knocked at my door. As I came to my door I saw Mr. Plitts standing there without a hat and with his coat on.

BETSY HARRIS, a witness for the defendant, sworn, testified:

I live at 50 Allen Street. I saw the defendant after the fire was over without a hat. He was in front of my stoop.

ISRAEL LAVINE, a witness for the defendant, sworn, testified:

I am a tailor living at 189 Clinton Street. I was in my house in Allen Street on the night of the fire. I saw the defendant standing on the sidewalk without a hat, and the officers took him to the Station House.

WILLIAM A. TOPPING, a witness for the defendant, sworn, testified:

I have known the defendant for some time. I have learned his reputation in business transactions and his character has never been brought into question.

LOUIS WALKIN, a witness for the defendant, sworn, testified:

I am a manufacturer of clothing at 9 Great Jones Street. I know the defendant's character. It is good.

17.

JACOB LUMITZ, a witness for the defendant of 61 East Broadway, SONDER HYMAN, HEYMAN SAFFIN, MYER BLUMENBERG of 54 Forsythe Street testified to the good character of the defendant.

HARRIS PLITT, the defendant, sworn, testified:

I am 26 years of age. On the day of this fire it was a Jewish holiday. I spent most of the day in the Synagogue. I came home and opened my store in the evening. My family were asleep at 51 Allen Street.. The children got sick on about the 8th. of October and the doctor advised me to send them away from my store, as I had a lot of wet clothing there and it was not good for them to sleep there. I heard the testimony of the boy Korinski. Everything he says is a lie. I was not down in the cellar on the night in question, nor did I pour any oil on a fire. I did not set fire to those premises. The only reason I can give for the boy's swearing against me is that he was mad at me. I gave him a pair of pants and he sold them for thirty cents. I told him I gave them to him to wear himself, and we had some words over it. There was a fire in 42 Allen Street and some goods of mine were damaged. My furniture on which I had an insurance policy of \$500 I removed to 51 Allen Street. I was insured in some Philadelphia Company. I had a fire in another place but the Company adjusted the loss. I had about two cents worth of kerosene oil in a can in my store. I did not take that can down to the cellar on the night of the 8th. of November. I went to bed at 11

18.

o'clock and I did not get up until I was awakened at the time of the fire.

Cross-examination:

I had a fire at 137 Ludlow Street where I kept a trimming store. I was not accused of setting that place on fire. I did not assault a man by the name of Frederick Block with an axe. Block did not say that he saw me with a candle set fire to the place in Ludlow St. I had no difficulty whatever with the Insurance companies in getting these policies. I told them plainly when I got the new policy that I had a fire before. I had a good many papers in my pocket and at the time I was arrested I had three fire insurance policies with me. I cannot read or write. This fire occurred on Saturday and that is the reason I was in church most of the day. I hurt my leg on an electric car in Philadelphia.

MYER BELEKOWSKI, a witness for the defendant, sworn, testified:

I know the defendant Plitt. I live in 31 Allen Street. I know the boy Korinski and I know Schenowitz. On the night of the fire Schenowitz came to my place and knocked at the door. I was sleeping already. It may have been 12 or half past 12. I hurried to the cellar to get the goods out and the two boys commenced to holler "Fire". I saw the fire when I reached the cellar. It was in a corner towards the rear. I remained

19.

there until the defendant was arrested. The boy Korinski has no home. He lived with me part of the time. I noticed cracks in the partition.

JOSEPH SOLOMON testified to the good character of the defendant.

REBUTTAL:

JACOB KORINSKI, re-called:

I never had any quarrel whatever with the defendant. He gave me a pair of pants at one time and I gave them to Myer Delekofski, my boss.

THOMAS F. DOCHERTY, a witness for the People, sworn, testified:

I am connected with the Fire Department. I went to the fire at 44 Allen Street on the 8th. of last November. At the time I got there the boards which partition off the defendant's cellar were falling down. It was half past 10 o'clock on Sunday morning when I got there.

JOSIAH D. FLINT, a witness for the People, sworn, testified:

I am Adjuster of Fire Losses. I know the defendant. I saw him in relation to the loss of his goods at 42 Allen Street. \$75 was paid him in consequence of that claim.

PHILIP JOSEPH a witness for the People, sworn, testified:

I am an insurance broker. I met the defend-

POOR QUALITY  
ORIGINAL

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ant twice. I changed his policy of insurance from 44 to  
51 Allen Street.

The Jury returned a verdict of guilty of arson  
in the first degree.

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ORIGINAL

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Indictment filed Nov. 20-1891.

COURT OF GENERAL SESSIONS

Part III.

THE PEOPLE &c.

against

HARRIS PLITT.

Abstract of testimony on

trial, New York January 6th

1892.

POOR QUALITY  
ORIGINAL

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UP.  
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5-2-1891

The People  
vs.  
Joseph Oberle

=

Court of General Sessions. <sup>Part I</sup>  
Before Judge Fitzgerald  
January. 1892.

POOR QUALITY  
ORIGINAL

0522

THE PEOPLE

vs.

JOSEPH OBERLE.

COURT OF GENERAL SESSIONS, PART I.

BEFORE JUDGE FITZGERALD.

Wednesday, January 6, 1892.

Asst. Dist. Atty. McIntyre for the People.

Mr. Eccelsine for the Defendant.

Indictment for assault in the second degree.

A Jury was empannelled and sworn, after  
which the Court adjourned.

Thursday, January 7, 1892.

Mr. McIntyre opened the case for the People and  
moved to amend the indictment by striking out the 14th day  
of September and substituting the 4th.

Counsel for the Defendant opposed the motion.

The Court granted the motion of the District Attorney  
and Counsel for the Defendant excepted to the ruling.



*Overlaid  
Judges*

WILLIAM MORAN, Sworn and examined - testified:

By Mr. McIntyre:

- Q. How old are you Willie ? A. I am ten years old, going on eleven.
- Q. Ten years old ? A. Yes sir.
- Q. Well, where did you live in September last year. A. Last year ?
- Q. Yes, 1891 . A. I lived in 451 W. 32nd Street.
- Q. Did you live there then with your father and mother ?
- A. Yes sir.
- Q. What does your father do ? A. My father works, he is a laborer.
- Q. Now on the 4th of September last year in the afternoon of that day do you remember going to a swimming bath ?
- A. Yes sir.
- Q. Where ? A. In 30th Street.
- Q. In 30th Street, North River ? A. Yes sir.
- Q. What time was that ? A. I left the house at three o'clock
- Q. At three o'clock ? A. Yes sir.
- Q. Who did you go to the bath with ? A. Jacob Marr.
- Q. You had a bath there did you ? A. Yes sir.
- Q. What time did you leave the bath ? A. I could not tell the time sir.
- Q. Do not know the time ? A. No sir.
- Q. Well after you left the bath through what street did you go ?
- A. I went up to 30th Street and then I went in this yard to get some wood.
- Q. You came up through 30th Street ? A. Yes sir.

- Q. And then you went into the yard ? A. Yes sir.
- Q. Now what yard did you go into ? A. I went into the New York Central Railroad yard.
- Q. What street is that ? A. In 30th Street, between 30th and 31st Streets.
- Q. On what Avenue ? A. On the Eleventh Avenue.
- Q. Well do you know about what time it was when you went into that yard ? A. No sir, I could not tell the time.
- Q. Was Jacob with you when you went in the yard ? A. Yes sir.
- Q. What did you go in the yard for ? A. I went in to get some wood.
- Q. Did you attempt to get any wood ? A. Yes sir.
- Q. Chips ? A. Yes sir.
- Q. What part of the yard did you go to ? A. I went through the middle of the yard.
- Q. Through the middle of the yard ? A. Yes sir.
- Q. Well did you see anybody in the yard when you went in ? A. No sir, nobody only me and Jakey Marr.
- Q. Did you get some chips ? A. I had the chips bringing them home.
- Q. You got those chips in the yard ? A. Yes sir.
- Q. What did you put the chips in ? A. I have a broken basket.
- Q. Where did you get the broken basket from ? A. I found it in 30th Street.
- Q. You found it in 30th Street - you took it in the yard and put the chips in it ? A. Yes sir.
- Q. Now did you fill your basket full of chips ? A. I had it half full.

- Q. When you had your basket half full of chips did anything happen to you ? A. I got struck with a heavy club.
- Q. What position were you in when you got struck with a heavy club ? A. I was going to put the basket on my shoulders.
- Q. You stooped down to put it on your shoulders ? A. Yes sir.
- Q. You were hit where ? A. In the back.
- Q. In the back by a heavy club ? A. Yes sir.
- Q. Were you knocked down ? A. I was knocked down on my side and I looked back to see who fired the club.
- Q. You were knocked on your side, you looked back to see who fired the club ? A. Yes sir.
- Q. Now who did you see ? A. I seen this watchman Joseph Oberle running up.
- Q. What did you boys call him around there ? A. I did not call him anything.
- Q. What did the other boys call him, what was his name, what was he known as ? A. I did not know his name at this time.
- Q. Had you ever seen him there before ? A. Yes sir.
- Q. Many times ? A. Yes sir.
- Q. You knew him very well from seeing him before ? A. Yes sir.
- Q. You saw him ? A. Yes sir.
- Q. Now look at this man and state whether he is the man Willie that you saw there (pointing to the defendant) ? A. Yes sir, that is the man.
- Q. Is that Joseph Oberle ? A. Yes sir.
- Q. You have seen him lots of times there ? A. Yes sir.

- Q. Now did he come up to you while you were lying down ?  
A. Yes sir.
- Q. When he came up to you, what did he do ? A. When he came up to me, he picked up the club I got struck with in the back and he commenced to club me with it.
- Q. This club that you were hit in the back with was lying beside you was it ? A. Yes sir.
- Q. Oberle came up and picked it ? A. Yes sir.
- Q. Were you lying on your back then, or on your side ?  
A. I was lying on my side.
- Q. You were lying on your side and then he commenced to club you ? A. Yes sir.
- Q. Where did he club you ? A. He clubbed me and broke my right hand - the arm.
- Q. What else ? A. He clubbed me on the knees and clubbed me every place.
- Q. How big a club was it that he had ? A. It was a club about as big as that (showing).
- Q. How thick ? A. About as thick as that (showing).
- Q. Have you any idea about how many times he struck you ?  
A. No sir, I could not tell how many times.
- Q. But you were hit lots of times ? A. Yes sir.
- Q. After he struck you, where did he go to ? A. He walked up and then we went away.
- Q. Walked up in what direction ? A. He walked towards Eleventh Avenue.
- Q. That is toward the entrance out on Eleventh Avenue ?  
A. Yes sir.

Q. Well what did you do ? A. And then I crept on my knees out and I sat on a pile of lumber and little by little I got home.

Q. Where was the pile of lumber that you sat on ? A. It was right in 30th Street.

Q. Now do you know how long a time it took you to get home ?

A. It took me from a quarter of four about, I do not know what time it was when I got clubbed, but it took I think to the best of my belief - it was about four o'clock and I got home at half past five.

Q. About half past five ? A. Yes sir.

Q. When you got home at half past five, whom did you see ?

A. I seen my mother.

Q. You saw your mother ? A. Yes sir.

Q. Don't say anything that you said to any one till I tell you, you saw your mother ? A. Yes sir.

Q. Did you see any one else ? A. No sir, I seen no one else.

Q. Well did you go to bed ? A. Yes sir.

Q. Why did you go to bed ? A. Because I was pained.

Q. It was painful ? A. Yes.

Q. And how long did you stay in bed ? A. I stayed in bed till I went to the hospital.

Q. That night you remained in bed all night ? A. Yes sir.

Q. What night was it that the 4th of September fell on, do you know on what day the 4th of September was ? A. Friday, to the best of my belief.

Q. It was a week day Friday ? A. Yes sir.

Q. And then you stayed in bed all that night ? A. Yes sir.

- Q. And all day the next day Saturday ? A. Yes sir.
- Q. Then on Sunday did the Doctor call to see you ? A. Yes sir.
- Q. Do you remember what the Doctor's name was ? A. No sir,  
I could not tell the Doctor's name.
- Q. How many times did that Doctor see you ? A. I could not  
remember sir.
- Q. Well then on Sunday did you remain home all day ? A. Yes  
sir.
- Q. And on Monday ? A. Yes sir.
- Q. And then what day did you go the hospital ? A. I could  
not tell what day I went to the hospital.
- Q. Were you conscious or unconscious ? A. I was unconscious.
- Q. You do not know anything that was going on ? A. No sir.
- Q. When you woke up you found yourself in the hospital ?  
A. Yes sir.
- Q. How long were you in the hospital as far as you can re-  
member ? A. I was four weeks and three days.
- Q. You were four weeks and three days ? A. Yes sir.
- Q. What Doctors attended you in the hospital ? A. I know  
one of the Doctors names, Dr. Schultz.
- Q. Did you know Dr. Dustman ? A. No sir.
- Q. Did you know Dr. Macdonald ? A. Yes sir.
- Q. Did you ever see Dr. Macdonald in the hospital ? A. Yes  
sir.
- Q. Well now do you remember anybody bringing this man in your  
presence any time after you were struck (the defendant) ?  
A. Yes sir.
- Q. Now tell the Court and the Jury all about it, I won't ask

you about it, but you tell the Court and Jury all about it?

A. Who brought the man ?

Q. Yes ? A. Now, Officer Kelly and Officer Taylor -- Officer Kelly brought him to my bedside in the house and Officer Taylor brought him to my bedside up in the hospital.

Q. Then Officer Kelly brought him to your bedside in your house, what did Officer Kelly do, what did he say in the presence of the defendant and in the presence of Officer Kelly ? A. Officer Kelly asked me was this the man that clubbed me and I said yes, and then he made that man put on his hat and he asked me, now was he the man that struck me and I told him yes.

Q. What did Oberle say ? A. Oberle did not say anything.

Q. He did not say anything ? A. No sir, I did not hear him.

Q. You did not hear him ? A. No sir.

Q. And that was while you were in your own house ? A. Yes sir.

Q. Now, after you had gone to the hospital Officer Taylor brought Oberle there ? A. Yes sir and some other men, I do not know the other men.

Q. He brought some other men there ? A. Yes sir.

Q. What was the other men brought there for ? A. I could not tell you.

Q. Were they stood up before you, were they standing up before you ? A. Yes sir.

Q. What did Taylor say to you in the presence and hearing of the defendant ? A. He brought that man up and asked me was it him, he asked me was that Oberle what struck me and I said yes.

- Q. What man did he bring up ? A. Joseph Oberle.
- Q. Did he bring that man first or did he bring some other man ?  
A. Yes sir, he brought him first.
- Q. Were the other men brought up too ? A. No sir, I do not remember the other men being brought up.
- Q. But they all stood there together ? A. Yes sir.
- Q. Did they ask you to pick out the man, did Officer Taylor say is this the man ? A. Officer Taylor said is this the man .

Counsel. Objected to.

The Court: The answer was given.

- By Mr. McIntyre: Now Willie after you were discharged from the hospital, where did you go to ? A. After I was discharged from the hospital, I came home with my father.
- Q. Went home with your father ? A. Yes sir.
- Q. Now did you see the defendant again after the last time that you saw him in the hospital ? A. No sir, I did not see him until I seen him in the Police Court.
- Q. What did you do in the Police Court when you saw him ?  
A. I did not do nothing, only I was telling Judge Kelly the man that was clubbing me.
- Q. Have you seen him from that time down to this morning when you looked at him ? A. Yes, I seen him down-stairs in the other Court - Park 3.
- Q. When the case was on the calendar here some other time you saw him ? A. Yes sir.



CROSS EXAMINED by Counsel.

Q. What hour in the day was it that you went in swimming?

A. I could not tell you the hour of the day I went in swimming.

Q. Did not you state to Mr. McIntyre that you left your house about eleven o'clock that morning?

A. No sir.

Q. What time did you leave your house?

A. To the best of my belief I left the house at three o'clock.

Q. And then you went in swimming?

A. Yes sir.

Q. That was at the foot of 30th Street was it?

A. At 30th Street, you pass from 30th to 29th St.

Q. Was it in the river or in a bath?

A. I was in the bath.

Q. And after you got through your bath it was that you went up 30th Street to the yard?

A. Yes sir.

Q. You had been to that yard before, hadn't you?

A. Yes sir.

Q. You had been chased out or forbidden to come there?

A. I do not know what you said.

Q. Were you ever chased out of the yard before?

A. No sir.

Q. Never?

A. No sir.

Q. How many brothers have you got?

A. I have two brothers besides me.

Q. Don't you remember an occasion on which you and your brother were in that yard sometime prior to this occurrence and were chased out of the yard?

A. No sir, not me.

Q. How about your brother, was he chased out?

A. No sir, I do not know about my brother.

- Q. Don't you know whether or not your brother was prosecuted for stealing iron out of that yard?      A. I do not know sir, if he was.
- Q. You do not know whether he was or not?      A. No sir.
- Q. Don't you know that your brother was sent up to the Catholic Protectory?      A. No sir, I do not remember it.
- Q. How do you fix this date as being the 4th of September; did you hear my question?      A. No sir.
- Q. How do you fix this date, the date of this occurrence as being the 4th of September?      A. I did not hear you.
- Q. Are you deaf?      A. I am a little.
- Q. How do you fix the day, how do you know the day was the 4th of September?      A. Why, because I remember it.
- Q. That is what I asked you, how do you remember it was that particular day, the 4th of September?      A. I do not know about that.
- Q. Was there anything on the 3rd of September that fixes it in your mind or any particular occurrence around that period that fixes it in your mind?      A. No sir.
- Q. You said to the best of your recollection and belief it was four o'clock in the afternoon when this occurrence took place?      A. Yes sir.
- Q. Why do you think it was that hour?      A. I said to the best of my belief, I do not know it was that hour.
- Q. How does it come to be that that is the best of your belief?      A. Because I guessed it was that time.
- Q. It might have been later, might it not?      A. I do not know, sir.
- Q. You came into the yard you say from the 11th Avenue entrance, did you?      A. Yes sir.

Q. You came up from 30th Street from the North River?

A. Yes sir.

Q. How was it that you passed 12th Avenue, if you wanted to go into this yard, there is an entrance there just the same as there is in the 11th Avenue, is there not? A. Yes sir.

Q. How did you come to walk that extra block around there?

A. Because it was in the middle I got the wood, I did not want to go in the other way.

Q. Was there any other reason why you did not want to go in the other way? A. No sir.

Q. In what part of the yard were you when this occurred?

A. I do not know what time it was.

Q. I did not ask you that, what part of the yard was it that you were in? A. I was right in the middle of the yard.

Q. That is midway between 11th and 12th Avenues?

A. The 11th and the River.

Q. Twelfth Avenue runs in between that and the river, does it not? A. Yes sir.

Q. When you went out of the yard which way did you go out?

A. I went out through 11th Avenue way.

Q. The same way that you came in? A. Yes sir.

Q. And then you went out to 30th Street and sat on a pile of lumber, did you? A. Yes sir.

Q. Do you remember how long you had been sitting there?

A. I was sitting there about five minutes.

Q. Five minutes? A. Yes sir..

Q. You did not go home until half past five, is that it?

A. Yes sir.

Q. How far was it to your home? A. From 30th to 32nd Street.

- Q. Two blocks? A. Yes sir.
- Q. Did you meet anyone on your way home? A. No sir.
- Q. Saw no one at all, none of the neighbors? A. No sir,  
no one at all.
- Q. There was no one in the street as you were walking?  
A. I seen people in the street.
- Q. Did any of them speak to you? A. No sir.
- Q. No one asked you what was the matter with you that you were  
so lame and walked in that way? A. No sir.
- Q. No one said anything on that subject at all to you?  
A. No sir.
- Q. You have seen Mr. Stocking of the Society for the Prevention  
of Cruelty to Children, haven't you? A. Yes sir.
- Q. Have you talked over the matter with him, this gentleman  
sitting over there, Mr. Stocking, isn't it? (Pointing.)  
A. Yes sir.
- Q. How often have you talked to him on the subject of this oc-  
currence? A. I only talked to him about once.
- Q. When was that? A. I could not tell the day it was.
- Q. About when was it to the best of your knowledge and belief  
as you said just a minute ago? A. I do not know  
what day it was, I could not tell.
- Q. Was it in September, October, November or December?  
A. I do not know, sir.
- Q. Where was it that you saw him? A. Where I saw the  
man was down stairs in Part III.
- Q. You saw him down stairs in Part III. A. Yes sir.
- Q. But did not you see him before that? A. I do not re-  
member.
- Q. Do you mean to say that you never talked this matter over

with Mr. Stocking or someone else of the Society for the Prevention of Cruelty to Children long before this case came into Court?

A. I do not remember, sir.

Q. You have no difficulty in remembering all the details of what occurred on the 4th of September; and you know it was the 4th of September, how is it that you do not remember whether you talked to the people in the Society for the Prevention of Cruelty to Children, how is it that you do not remember that

A. I do not know, sir.

Q. Have you talked over this matter to anyone else?

A. No sir.

Q. Are you sure of that?

A. Yes sir.

Q. Did not you talk it over with a newspaper reporter that came to see you from the Herald?

A. Yes sir.

Q. Then you did talk it over with him, didn't you?

A. Yes sir.

Q. Did not you talk over the matter with another newspaper reporter that came from the World?

A. No sir, I do not remember.

Q. You do not remember that?

A. No sir.

Q. Did you ever talk to a gentleman of the name of Mr Hunt who was another agent of Gerry's Society?

A. I do not remember speaking to him.

Q. You do not remember seeing him?

A. No sir, I do

not know the name, I might see him but I do not know the name.

Q. As matter of fact did not you see two or three gentlemen that were connected with Gerry's Society?

A. I might.

but I might not know their names.

Q. And did not you speak to them about this case, was it not

that that they came to see you about?  
know, sir.

A. I do not

Q. Do you mean that you do not know that they came to see you  
about that case?

A. If I seen them then I might  
remember, if I seen the men I might remember.

Q. Don't you remember talking it over with some men that were  
connected with Gerry's Society beside Mr. Stocking?

A. I do not know, sir, I remember one man I did.

Q. Who was that?

A. His name was Brice.

Q. Was he connected with the Society?

A. I do not know.

Q. Where did you see him?

A. He came to our house.

Q. He came to your house?

A. Yes sir.

Q. And you told your story to him then?

A. Yes sir.

Q. Did you tell it to anyone else?

A. I do not remember  
telling it to anyone else.

Q. Did you ever tell it to lawyer Hardy?

A. No sir, I

do not remember telling it to Mr Hardy.

Q. Do you remember having seen Mr Hardy?

A. Yes sir. I

often seen Mr Hardy.

Q. He was the lawyer that your father employed in this case, was  
he not?

A. Yes sir.

Q. To sue the Company for damages?

A. I don't know

anything about that, sir.

Q. Don't you know that it has been talked about. your case in  
your presence. how much money they were going to get out of  
the Company for damages?

Objected to.

A. No sir.

Q. Was any such conversation ever had in your household?

A. They might but I never heard it.

**POOR QUALITY  
ORIGINAL**

0537

- Q. You never heard it? A. No sir.
- Q. It was never said in your presence. A. No sir.
- Q. Have you told us all the people you have spoken to on this subject that you can remember? A. Yes sir, all I remember.
- Q. Don't you remember having made a statement to Deputy Coroner Schultz in the hospital about this case; do you remember a Coroner being up there and getting your statement?
- A. No sir I do not remember, they might.
- Q. That was long after the occurrence that you remember all about, don't you think that if such an occurrence took place you would remember it? A. No sir.
- Q. You do not think you would? A. No sir.
- Q. Has your attention been directed by any one of the occurrences on the 4th day of September so that your memory on that point is better than on any other? A. No sir.
- Q. But your memory is better on that point than on any other, isn't it? A. No sir.
- Q. Do you remember having been hit with a stone or by another boy that you were playing with about that time?
- A. No sir.
- Q. You do not remember that, do you? A. No sir.
- Q. Have you ever been punished by your father along about the early part of September for going in swimming without his permission? A. No sir, he did not hit me for going in swimming without his permission, he did not hit me around September.
- Q. When did he hit you? A. He used to hit me when I would go on an errand and I would stay away too long.
- Q. And that occurred frequently did it, did that occur more than

once?

A I do not know, sir.

Q. If you do not know nobody else ought to know, your father would sometimes come home a little the worse for liquor, wouldn't he?

A. No sir, not while we lived in Mr. Doyle's house.

Q. That is the house that you live in now? A. Yes sir.

Q. Are you sure of that? A. Yes sir.

Q. Quite sure of it are you? A. Yes sir.

Q. How long are you living in that house? A. To the best of my belief we are living in that house now going on two years.

Q. Did anybody ever tell you to say "to the best of my belief"?

A. No sir.

Q. No one told you to use that phrase, did they, no one told you to use those words?

A. No sir.

Q. With the exception of having been a witness in this case before the Police Magistrate and your experience on the stand to-day, you have never been a witness before, have you?

A. No sir, I never was a witness before.

Q. And therefore when you used the phrase "to the best of my belief" no one told you to use it, you used it entirely from yourself, eh?

A. No sir, I used to hear other people saying it.

Q. You used to hear other people say it? A. Yes sir.

Q. Where? A. When we would be playing in the yard.

Q. What were you playing, court? A. No sir.

Q. Now you say your father used to punish you for staying out too late?

A. Yes sir, when I would go on an errand and I would stay too long.

Q. And when you came back you would get licked for it?

A. Yes sir.



**POOR QUALITY  
ORIGINAL**

0539

Q. Do you remember the last time that that occurred?

A. Yes sir.

Q. When was that?

A. It was about four or five months ago.

Q. Four or five months ago?

A. Yes sir.

Q. Well, this is January, one month would be December, another November and another October, that would be four months, if it was five months it would be in September, now was it in September or in October that this occurred?

A. I do not know what month it was.

Q. But the best of your belief is it was about four or five months ago.

A. Yes sir.

Q. Was that a pretty severe licking that you got at that time?

A. No sir.

Q. Only just a hard cuff?

A. Yes sir.

Q. How often was your father in the habit of punishing you when you would be out too late for an errand, every time that it occurred?

A. No sir, sometimes he would let me go.

Q. But generally he would punish you?

A. No sir,

generally he would let me go.

Q. Generally he would let you go and sometimes he would punish you?

A. Yes sir.

Q. Do you know a lady of the name of Mrs. Baines?

A. Yes sir.

Q. Do you remember playing with her clothes-pole sometime ago?

A. No sir.

Q. Did you never do that?

A. No sir, not me.

Q. Did you never get a fall from your playing with the clothes-pole?

A. No sir.

Q. Sure of that, are you?

A. Yes sir.

Q. Do you remember the name of the doctor that was in attendance upon you at the hospital, just before you were discharged?

A. Yes sir, Dr. Schultz.

Q. When was Dr. Macdonald in attendance?

A. Dr. Macdonald

was attending to me for a couple of days and then he went out of the hospital.

Q. Then it was when you first went to the hospital that Dr. Macdonald was attending to you, is that it?

A. I could not remember what doctor was attending to me first.

Q. Dr. Macdonald was before Dr. Schultz, you remember that?

A. Yes, I think so.

Q. Dr. Schultz was the last doctor that attended you in the hospital, when you were discharged was Dr. Schultz in attendance in your case then?

A. Yes sir.

Q. What do you say the name of the boy is that was with you at the time this occurred?

A. Jacob Marr.

Q. Is he in Court?

A. Yes sir.

Q. How was it that he did not go home with you when he saw that you were so badly beaten and broken up in that way?

A. I do not know; when he seen the watchman he ran away.

Q. He did not see any of this occurrence then?

A. No sir, because he was beat by the watchman a week before me.

Counsel: I move to strike that out because it is hearsay and not responsive.

The Court: Yes, strike it out.

By Mr. McIntyre. Q. Did I ask you how old you are?

A. Yes sir.

WILLIAM H. DUSTMAN, sworn and examined.

By Mr. McIntyre. Q. You are a physician? A. Yes sir.

Q. And practicing in the city of New York? A. Yes sir,  
practicing six years.

Q. Where is your office, Doctor? A. No. 342 West 32nd St.

Q. Was your office there on or about the 4th day of September  
last? A. It was.

Q. Were you called to attend the last witness, Willie Moran in  
September? A. On the 6th day of September.

Q. Did you go to attend him? A. I did representing ---

Q. Where? A. No. 451 West 32nd Street.

Q. Did you see him there? A. I did.

Q. Did you make an examination of his body? A. To some  
extent.

Q. Now state what observation you made, what you saw?

A. The first day that I saw him September 6, he was  
lying on a pillow, the pillow I think was supported in the  
father's lap, at least it was by the window, I saw it in a  
chair or in the father's lap, and he was crying and they  
stated he had been -----

Q. Never mind, state what you saw. A. Well, I am  
trying to give you my point as a doctor.

Q. You can't state what was said?

The Court: Answer the District Attorney.

Witness: I saw him lying there and he complained of pain on being  
touched.

By Mr McIntyre. Q. Well, did you examine his body, did you make an  
examination? A. At that time there was no evidence--

Q. Did you make an examination? A. Nothing more than  
casual .

Q. What did you do then, did you go away? A. NO.

Q. What did you do? A. I asked such questions as to lead me or to aid me in finding out what was the matter with the child.

Q. Then what did you do? A. I will have to give the answers I received to the questions.

By the Court. Q. You got information that led your mind?

A. I got information that the child had been -----

Q. You got information that enlightened your mind, the District Attorney asks with that information in your mind what did you do, not what people said to you?

A. I only prescribed for symptoms of indigestion which would be represent-ed by vomiting.

By Mr. McIntyre. Q. He was vomiting at that time? A. I did not see him vomit.

Q. Well then after you gave those prescriptions did you go away?

A. Yes sir.

Q. Did you call again? A. Yes sir.

Q. When was that? A. The following day.

Q. You made an examination then? A. I cannot state exactly to what extent I made an examination.

Q. Did you make any examination? A. Yes sir.

Q. State the extent of the examination that you made?

A. At that time the boy's head began to be retracted; by retracted we mean drawn back that way, and then for the first time my suspicions or attention was called to the possibility of the trouble being in the spine.

Q. After that did you go away? A. I went away later on.

Q. You prescribed I presume? A. Yes, I made such examination as I could to find out what was the matter.

By the Court. Q. State the examination that you made?

A. Medical examinations differ from legal ones in that we have -----

Q. You are here now undergoing a legal examination, see if you cannot answer the questions put to you by the District Attorney, he asked you what you did, tell the jury that?

A. I prescribed for the boy and went away, I cannot say positively that I prescribed the second day, either the second or third day I did.

By Mr. McIntyre. Q. Did you call again?

A. I called the third day.

Q. That would be the 8th? A. The 8th and prior to the afternoon of the third day it was either in the morning or the early part of the afternoon.

Q. On that day what did you do? A. The symptoms were if anything a little more marked regarding the drawing back of the head.

Q. And those symptoms were symptoms of what?

A. Which would refer to the spine as being the point of irritation; there was general tenderness that day. As regards my examination of the boy mentally, I was unable to determine whether his mind was clear or not.

Q. So that you are unable to state whether at that time he was conscious or not?

A. I am unable to state that he was wholly conscious; by that I mean that he would make demands to be put in bed or other things that showed some intelligence, but I could not get any answer to my questions directed to him.

Q. Was that the only examination that you made that day?

A. The only days that I saw him, whether it was the

second day or the third day.

By the Court Q. It was either the second or third?

A. Yes sir, the second or third, not the first day because I had no suspicions of spinal trouble, I made more or less examination to what extent I could not say.

By Mr. McIntyre. Q. State what else you saw from that examination?

A. I learned by looking at the boy that the head was drawn back as I stated, that the tenderness or rather the response to the touches on various parts of the body would bring exclamations of pain or groans or something of the sort but almost equally from any point of the body, I did not succeed in locating any particular point that elicited special tenderness.

Q. After the third visit did you call again?

A. I called on the night of the same day with Dr. Joseph F. Gray, whom I had been representing in these previous visits, he being out of the city.

Q. What examination did you make on that night?

A. That night we had the body brought in the front room, at the time we went in he was in the back room and we made more or less examination. To go into the details, I could not do it, but we did not succeed in eliciting any further information on the case.

Q. Did you know what that boy was suffering from at that time?

A. No, in the little knowledge then I did not.

Q. Do you know whether that boy subsequently went to the hospital?

A. I was subsequently, I cannot give the dates, called upon for a certificate which was said to be to get him in a hospital.

Q. That was your last visit? A. That was the last time I saw the boy.

Q. The last time you saw him was when you went there with Dr. Gray? A. On the 8th day of September late at night.

Q. Did you prescribe for him on the third day?

A. I prescribed for him on two occasions, the first day as I say I could get at nothing other than it might be indigestion.

Q. You only prescribed for indigestion? A. The first day

Q. The second time what did you do? A. On the second or third day I prescribed sedative medicines, by that I mean medicines for quieting the nervous system, bromide of potash in particular.

Q. Did you examine his arm at that time? A. Not especially.

Q. Do you know whether his arm was broken or not?

A. I did not detect anything. I saw nothing to lead me to such examination.

CROSS EXAMINED.

By Counsel. Q. You did examine him, you were called in as a physician for the purpose of examining him and prescribing for him?

A. Yes sir.

Q. So that if the arm was broken you would be likely to know that that was one of the things from which he was suffering?

A. If there was no evidence brought to our attention we do not go into a minute anatomical examination; for instance I mean by that if I noticed the arm in a position that would be abnormal I would probably have given it a close examination. If I had observed certain tenderness in that arm more than

in other points by the handling of the boy, as I did on the second or third day. I would have made an exact examination.

Q. In other words, if the arm had been broken it would have indicated by some symptoms, either an abnormal position or excessive tenderness at that point that would have led you to make an examination and ascertain exactly whether it was fractured or not?

A. The structure of the arm is such that the deformity is not absolutely necessary in the event of a fracture.

Q. But in most cases where there is a fracture of the arm there is such deformity, is there not?

A. Well, most cases.

Q. It would be an exceptional case where there was a broken arm that did not disclose by its abnormal position that it was broken, would it not?

A. Well, rather out of the ordinary.

Q. I think you said that the boy displayed sufficient intelligence to ask for what he wanted, asked to be put in bed you said among other things?

A. Yes, that is one thing that I recollect, he did not like to be handled and he asked to be put in bed.

Q. Do you recollect his asking for anything else; or drinking or making any requests?

A. I cannot say that I do but there was more than one thing he said that showed he was not totally unconscious.

Q. And these requests indicated intelligence, he knew what he wanted?

A. To a degree.

Q. I think you said that you were unable to elicit from anything that was said by the boy himself or by his parents what was the cause of his suffering?

A. I made such attempts and failed.



Q. That was on what occasion, the first day?

A. The first day my questions were simply without any reference whatever to what might cause spinal trouble; the symptoms were apparently more that of indigestion at that time.

Q. Of indigestion?

A. Apparently as far as I could get evidence.

Q. The indigestion had been indicated by vomiting?

A. Well, that comes in the way of hearsay, I asked such questions.

Q. That is they told you that he had been vomiting?

A. They told me he had been vomiting and he had been constipated.

Q. You prescribed for these two things?  
on that basis.

A. I prescribed

Q. Now was it the second day that you went there that you found the head retracted as you say?

A. Yes sir.

Q. And that was what called your attention to the fact that the trouble might have been of spinal origin?

A. That was the only thing that called my attention to it.

Q. On that day were you able to elicit from the boy or from his parents any immediate cause of what the trouble was?

A. No, I am positive though I made inquiries.

Q. You say you made inquiries?

A. Yes sir.

Q. From the boy?

A. Well, of course the inquiries would be directed indirectly to him and to his parents.

Q. In the presence of his parents?

A. Yes sir.

Q. Was anything said then that would explain the cause of this trouble?

A. I failed to tally to elicit any

information.

Q. How was it on the third day when you and Dr. Gray went there?

A. The third day I first saw him alone in the morning or the early portion of the afternoon; the condition was just about the same as on the second day except possibly the retraction of the head was more marked. I believe I omitted stating one of the conditions I observed; on both occasions the second and third day, the pupil of the eye was some what contracted of both eyes.

Q. On the thrd day were you able to elicit any information that would enable you to prescribe more intelligently as to the origin of this trouble?

A. No, I was not.

Q. Although you endeavored to do so?

A. I endeavored to

do so.

Q. By questions addressed to the boy and to his parents?

A. Yes sir.

Q. Nothing was said at that time that would indicate what the cause of the difficulty was?

A I did not succeed

in getting any information.

Q. Doctor, the symptoms that you discovered were of spinal origin, might those symptoms have been caused by shock received from jumping into the water or staying in the water too long?

A. They might have been caused by such an incident.

Q. That is to say that if a boy received a shock from jumping into cold water suddenly or that he remained too long in the water, that would be in itself sufficient to have caused symptoms such as you observed?

A. Such symptoms can be

caused by such occurrences.

Q. Did you go on the evening of the 8th with Dr. Grady?

A. I did, the night of the 8th, it must have been nearly

eleven o'clock.

Q. What was the boy doing then? A. He was in the back room at that time.

Q. He was having a passage of his bowels, was he not?

A. Yes, I had given him medicine to relieve constipation.

Q. You saw the boy on that occasion too? A. Yes sir, I had him brought into the front room.

Q. Were you enabled on that occasion by any questions directed to him to elicit what was the cause of his trouble?

A. NO.

Q. Did you make such efforts? A. I did.

Q. Did the boy seem brighter on that evening or duller than the evening preceding on which you visited him? A. I think he was a little more intelligent.

Re-direct Examination.

By Mr. McIntyre. Q. Doctor, what might cause spinal trouble, give me the various causes of it? A. Well, the most ordinary and frequent causes are injuries of whatever nature or injuries of various natures --- prolonged immersion in the water or exposure, such as lying on the ground, those are among the most frequent.

Q. Might not spinal trouble be caused by the infliction of a blow by a heavy club across the back? A. Certainly.

Q. And that is very often the case is it that spinal troubles are caused in that way? A. Very often.

Q. What might cause the retraction of the head that you speak of

A. The retraction of the head would be by the contraction of the muscles of the back, the most frequent cause of that.. Retraction of the head is caused ordinarily by the

contraction of the muscles of the back, those muscles receiving their nerve supply through the spine. the ordinary inference is that the spine is <sup>irritated</sup> ~~reached~~ when you find them in that state of constant contraction .

- Q. What are the causes generally that lead up to spinal meningitis?                      A. Injuries of that class across the spine.
- Q. More particularly?                      A. Yes, or in that region, or injury by a person falling on the feet for instance and shocking the spine to some extent. as a blow direct.
- Q. Do you know of many cases where spinal meningitis has occurred by sudden immersion in the water?                      A. We do not see many cases of spinal meningitis caused in that way, I do not know that I have observed a case myself.
- Q. You do not know of any case?                      A. Individually I have not from my experience.
- Q. It is only what you have heard and read about?                      A. It is what we read of and accept as facts.
- Q. What might cause the contraction of the pupil of the eye, as you described?                      A. That would be spinal or cerebral, I mean brain irritation by that,
- Q. That irritation of the brain could be caused by a blow inflicted on the head?                      A. It could be.
- Q. Doctor, have you seen anybody connected with the Central Railroad since you attended this boy?                      A. Not until this case has been on, I have since that.
- Q. Their officers or somebody connected with the Company called on you?                      A. Yes sir, somebody.
- Q. Do you know whether it was Mr. Graham?                      A. I am not acquainted with any of them by name, I could not answer the question.

By Counsel. Q. The object of the visit was to ask what you knew about this case? A. That was it.

By Mr. McIntyre. Q. Have they seen Dr. Gray too? A. I think they have ~~not~~, not in my presence, I am not positive.

By Counsel. Q. Doctor, if a boy jumped over a fence ten or twelve feet high might not spinal trouble result? A. It might.

Q. Or from a high pile of lumber of that same height? A. It might.

JOHN M. MACDONALD, sworn and examined.

By Mr. McIntyre. Q. Doctor, you are connected with the Roosevelt Hospital? A. Yes sir.

Q. Were you connected with that institution in the early part of Spetember of last year? A. I was.

Q. You saw the complaining witness here on the stand to-day, Willie Moran? A. Yes sir.

Q. Do you remember of his being received into the hospital any time in Spetember? A. He was received there, as I remember it was in Spetember.

Q. It was in September? A. Yes sir.

Q. While he was there did you treat him? A. I treated him when he was received.

Q. You made an examination of his person? A. Yes sir.

Q. How many times, Doctor? A. I examined him when he was admitted and I examined him at least once every day during the rest of the time while I was acting house surgeon.

Q. How long were you acting house surgeon during that month?

A. When the patient was received into the hospital I was acting House Surgeon, I forget the exact length of time, for

perhaps five days. I was acting house surgeon and then the house surgeon returned to duty and I left on my vacation.

By the Court. Q. How many times did you examine him every day?

A. I do not know exactly, I think it was about five or six.

By Mr. McIntyre. Q. When he was received you stated that you made an examination?

A. Yes sir.

Q. Will you state to the Court and Jury what you learned from the examination that you made, state the condition of his body?

A. The condition of his body?

Q. Yes?

A. In the first place the patient was lying with the head and neck extended; there were evidences of contusions over the back of the neck and also down on the boy's body; those were what I found by examination. In addition to that he had certain symptoms; do you care to hear those?

Q. Yes sir?

A. He had symptoms which led me to believe he was suffering from acute meningitis. In the first place he had general symptoms, he had fever, he had loss of appetite, he had vomiting, he complained of pain, he had inability to hear, deafness; this was one of the symptoms which led me to imagine he was suffering from this disease.

He had tenderness; this tenderness referred to the back and to the back of the neck. His pulse was slow and full.

Q. You speak of contusions that you observed upon his body, what might those contusions have been caused by?

A. That I

could not answer, I could not say what they were caused by.

Q. In a general way, what are the causes of contusion?

A. Contusions may be caused by a fall or may be caused by striking.

- Q. Where were the contusions mainly? A. They were mainly over the back.
- Q. Did you examine his arm? A. I examined his arm.
- Q. What was the condition of his arm? A. All right.
- Q. Any indications of breaking? A. Not at all.
- Q. What might cause acute menengitis? A. Acute menengitis might be idiopathic or traumatic, that is to say. it might occur as an independent disease the same as pneumonia or typhoid fever, or else it might occur after some injury to the brain and spinal cord ---- those two varieties of menengitis, it is either acute, a cerebro manifestation or else it is menengitis caused by injury; menengitis may be caused by extensive inflammation .
- Q. Which was this caused by in your opinion, an injury?
- A. In my opinion it was caused by an injury.
- Q. Doctor, you examined him as I understand you, four or five times? A. I would not say it was five times.
- Q. It was in that neighborhood? A. It was in that neighborhood, yes.
- Q. When you left the hospital to go on your vacation the patient was still in the hospital? A. The patient was still in the hospital.

CROSS EXAMINED.

By Counsel. Q. Did you see the patient after he was discharged?

A. I saw him before he was discharged.

- Q. Just prior to his discharge? A. Just prior to his discharge.
- Q. What was his condition then? A. His condition was all right.

Q. That is was he discharged cured? A. He was discharged cured.

Q. As well as ever he was? A. As well as ever he was except from the fact that he had been confined in the hospital for a period of so many weeks.

Q. And a little fresh air and nourishing food would bring him back? A. I should imagine he would come around all right if he had proper food and treatment.

Q. Did you see him on the stand here? A. I saw him on the stand here.

Q. Referring to the condition in which he was when he was at the hospital and your knowledge of the symptoms from which he was suffering and the treatment he received, what does his appearance indicate to you to-day? A. I do not exactly understand.

Q. Do you think that he is simulating? A. I think he ought to be better than he is if nothing has happened since the time that he left the hospital, if he has had no other disease, if he has had no other trouble I should think so, yes.

Q. There was nothing in his condition when he left the hospital that without any subsequent trouble would put him in this bent condition? A. Nothing at all, no.

By Mr. McIntyre. Q. Doctor, you have made no physical examination of this boy which would warrant or justify your statement that he is simulating? A. No sir, all that I base my opinion on is from the condition that the boy was in when he left the hospital and the prognosis which I would give at the time of ultimate recovery.

Q. Since then you have made no examination? A. Since then



I have made no examination.

Q. Is it not a fact, Doctor, that if the spine is injured one's position is necessarily stooped or bent? A. You see

it is a question whether or not his spine was injured; he had inflammation, he had trouble in the spine, but he had trouble of the covering of the spinal cord. There is a difference.

Q. If the spine were injured would it not follow as a matter of course that one's position would be bent? A. Yes, if his spine was injured but I do not believe his spine was injured.

Q. You state it was only the covering of the spine?

A. Yes sir, the membrane which covers the spinal cord was acutely inflamed.

Q. Don't you know as matter of fact when you attended him in the hospital you and your associate Dr. Schultz despaired of his ultimate recovery. despaired of his life? A. Yes sir, it might be.

Q. You so reported? A. Yes sir.

Q. His condition was very precarious, very serious?

A. His condition was very serious.

By Counsel. Q. But he was discharged cured? A. He was discharged cured, yes sir.

Q. There was nothing in his symptoms as you attended and examined him to indicate that the spine itself was injured?

A. No, nothing whatever.

OTTO H. SCHULTZE, sworn and examined.

By Mr. McIntyre. Q. You are a physician connected with Roosevelt Hospital?

A. Not now.

Q. Were you in September, Doctor?

A. I was.

Q. Do you remember Willie Moran being received there in that month as a patient?

A. I was absent at the time of his reception.

Q. Did you see him in the hospital at all?

A. I saw him on my return there.

Q. Did you treat him, examine his person upon your return?

A. I did.

Q. What did you treat him for

A. I treated him for traumatic cerebro menengitis.

Q. Did you observe contusions on his body?

A. I did.

Q. What part of his body?

A. They were generally rather old at that time that I saw them.

Q. Of how long standing in your opinion?

A. That I could not tell.

Q. What might the contusions that you saw upon the body have been caused by?

A. It might have been caused by various things.

Q. By blows?

A. Either a fall or blows.

Q. Would a blow across the back cause any or one of the contusions that you saw?

A. I do not recollect the particular sight of any contusion.

Q. How long in all did you see him, Doctor?

A. I treated him from the time I returned, which was either the 15th or 16th of September, I forget just which day, until the time of his discharge October 12.

Q. During the time that you saw him in that hospital was his

condition precarious, serious?

A. His condition was the first few days, in fact the first week, was very serious indeed.

Q. So much so that you despaired of his life? A. So much so that we said his condition was serious, not necessarily despaired of his life.

Q. The meningitis which you speak of might that have been caused by the infliction of a blow across the back, across the spinal column?

A. Cerebro meningitis?

Q. Yes? A. No, decidedly not.

Q. That would apply to the head? A. That would apply to the head entirely.

Q. But you observed he was suffering in the back, didn't you?

A. Only as a symptom from the head.

Q. But would a blow across the back cause that condition of things --- ordinary meningitis, that would apply to the back or the covering of the spine?

Objected to. Objection overruled.

A. Will you put your question again?

Q. When you examined his back will you state what its condition was? A. I noticed about his back only that all the muscles were contracted, throwing his back and head backward which symptom is due to cerebro meningitis as much as it is to spinal.

Q. But could not that condition of his head have been caused by receiving a blow on the back? A. NO.

Q. It could not? A. NO.

Q. What would necessarily cause retraction of the head?

A. That is an ordinary symptom of cerebro meningitis.

Q. But the muscles must be affected to cause that condition of

things? A. Not at all.

Q. You stated a moment ago that the muscles in the back were contracted?

A. Yes, but the muscles themselves need not to be.

Q. What might cause it? A. Irritation from the brain.

Q. But irritation on the back might have caused some contraction.

A. Not necessarily.

Q. Have you seen anybody from the Central Road?

A. I was served with a subpoena by I believe Mr. Adams of the Central Road, the attorney's office.

Q. You talked with him about this case? A. Yes sir.

Q. How long ago did you talk to him about this case?

A. I think I saw him once sometime in December, and then again I think I saw him recently several days ago I saw him here.

Q. And then you talked about the merits of this case, talked about the condition of the boy? A. About the merits, no, merely about the condition of the boy.

Q. In respect to the condition of the boy? A. Merely about that.

By Counsel

CROSS EXAMINED.

By Counsel. Q. You were in charge. Doctor, when the boy was discharged?

A. I was.

Q. Was he discharged cured? A. He was.

Q. When you say cured you mean that he was restored to health?

A. That he was entirely cured of his cerebro menengitis.

Q. As well as ever he was? A. Not as well as ever he was inasmuch as he was weak from loss of flesh and strength

which occurred by being long in the Hospital.

Q. That is a symptom of any disease? A. Yes sir.

Q. Beyond the ordinary weakness that would result from that confinement and the debility which would result from ordinary sickness he was cured? A. Yes sir.

Q. He was not bent over when he was discharged? A. No sir.

Q. He was straight? A. He could walk perfectly well.

Q. The contusions I think you said were general, do you know whether there were any on his knees? A. I do not know; at this time it was pretty late in his disease from the time of his injury because you remember it was the 16th of September that I came back.

Q. Doctor, did you see the boy when he was on the witness-stand here? A. Yes sir.

Q. Did you notice his appearance and manner of sitting down and holding himself? A. I noticed he was bent forward and bent over.

Q. Now from your knowledge of that case and your treatment of him and his condition when he was discharged, presuming that he has received no injuries or contracted no disease from the time he was discharged until now, is the condition in which he is to-day a simulated one or is it the natural result of his suffering from the cerebro spinal menengitis?

A. His appearance to-day is entirely incompatible with his appearance at the time when he was discharged.

By Mr. McIntyre. Q. Doctor, what is traumatic menengitis?

A. Menengitis caused by injury.

Q. It is a local affection is it not? A. It is a local disease.

Q. And the seat of it is in the back, is it not? A. No, the

seat of it is in the thin membrane that covers the brain.

Q. You heard Dr. Macdonald's testimony here to-day?

A. Yes sir.

Q. You heard him say that he found that the back was injured?

A. Not that he found that the back was injured, I did not hear him say that.

Q. The covering of the spinal column?

A. That was his opinion.

Q. He said he made an examination and found that condition of things?

A. You cannot find that by examination.

Q. A person suffering from meningitis as you have described is not the position of the body afterwards necessarily bent, it is not erect, is it?

A. A person can entirely recover from meningitis so that he is restored and holds himself erect.

Q. With the same strength in that space of time?

A. Yes.

Q. What are the two kinds of meningitis technically?

A. There are many kinds of meningitis ----- one caused by injury and another caused by inflammation, those are the two principal classes.

Q. And the seats of both are in the head?

A. The seats of

both are in the meninges, the covering of the brain, accordingly we speak of cerebro meningitis and spinal meningitis.

Q. How far down does that cord extend?

A. The cord extends

to the lumbar vertebrae.

Q. When the boy left the hospital was his position erect?

A. His position was erect.

Q. Did he carry his head then as straight as ever he did?

A. He carried his head up.

Q. And was in the full enjoyment of perfect health, was he?

A. Perfect good health.

By Counsel. Q. His arm was not broken, Doctor?  
was not broken.

A. His arm

By Mr. McIntyre. Q. Was his arm injured at all?

A. His arm was not injured.

JACOB MARR, sworn and examined.

By Mr. McIntyre. Q. Jacob, where do you live?

A. 459 32nd St.

Q. No. 459 West 32nd Street?

A. Yes sir.

Q. Where did you live on the 4th day of September of last year?

A. No. 459 West 32nd Street.

Q. In the same place?

A. Yes sir.

Q. Do you know Willie Moran?

A. Yes sir.

Q. Did you know him on the 4th day of September last?

A. Yes sir.

Q. On the afternoon of that day did you go swimming with him?

A. Yes sir. we went to the bath.

Q. You went down to the bath swimming?

A. Yes sir.

Q. Do you remember what time it was in the day?

A. We left the house about three o'clock.

Q. Where is the bath that you went swimming in?

A. 28th Street and 11th Avenue.

Q. How long did you stay in the water?  
minutes.

A. About fifteen

Q. Then you both came out of the bath?

A. Yes sir.

Q. Then up through what street did you go?  
through 30th Street.

A. We went

- Q. To what avenue? do you know where the freight yard of the Central Road is? A. Yes sir.
- Q. On that day did you go in that yard with Willie Moran? A. Yes sir.
- Q. What did you go in there for? A. For to get wood.
- Q. When you got in there did you see this man, look at this man here, the defendant? A. I seen him right at the end of the yard.
- Q. You saw him at the end of the yard? A. Yes sir.
- Q. Did Willie Moran pick up the chips? A. We found an old basket and we was picking up chips in the basket.
- Q. You found an old basket and was putting chips in the basket? A. Yes sir.
- Q. State what you saw this man do, if anything? A. I heard Willie halloo and then I seen the man come and grab him.
- Q. What did you do? A. I ran away because he clubbed me a week before that and I was lame.
- Q. You ran away? A. Yes sir.
- Q. He did what? A. He clubbed me a week before.
- Objected to. Objection sustained.
- Q. You ran away? A. Yes sir.
- Q. Where did you go to? A. I went up through 33rd St
- Q. About what time of day was it when you saw him grab Willie? A. It was between three and four o'clock.
- Q. How old are you? A. I will be twelve next May.
- Q. You live with your parents? A. Yes sir.
- Q. Have you known Willie Moran very long? A. I have known him since I lived in 32nd Street.
- Q. You know him since you moved there? A. Yes sir.



Q. Did you see the defendant do anything more after he grabbed hold of Willie? A. That is all I saw.

Q. Then you ran right off? A. Yes sir.

CROSS EXAMINED.

By Counsel. Q. Have you been talking<sup>ed to</sup> about this case by Moran's father? A. No sir.

Q. Not at all? A. No sir.

Q. Quite sure of that, are you? A. Only he told me to look out that I do not get in trouble, that I do not tell any lies; he says to tell what I saw but do not tell any lies.

Q. The father Moran told you that? A. Yes sir.

Q. Why, was he afraid that you were going to tell lies?

A. I could not tell you.

Q. Do you remember Jakie, when you came from the bath which way did you get into the yard? A. We went up through 11th Avenue until we got half way up, we went up through 30th Street until we got half way up 30th Street and then we went in there.

Q. Where was the bath, at the foot of 30th Street?

A. No, the bath was in 28th Street.

Q. The foot of 28th Street and North River? A. Yes sir.

Q. You walked up from 28th Street along the North River till you got to 30th Street? A. Till I got to 30th Street and then up through 30th Street half way.

Q. What do you mean by half way? A. Half way through 30th Street.

Q. To what avenue, 12th Avenue? A. No, from 12th half way up towards 11th.

- Q. Half way up towards 11th Avenue? A. Yes sir.
- Q. And then how did you go into the yard? A. There is an opening there.
- Q. An opening in the fence? A. Yes sir.
- Q. You went through the opening in the fence, did you?  
A. Yes sir.
- Q. That landed you where, about the middle of the yard?  
A. Yes sir.
- Q. And where did you say Oberle was standing at the time?  
A. At that end of the yard up by 11th Avenue.
- Q. Up by 11th Avenue? A. Yes sir.
- Q. Did Oberle see you when you got into the fence, you two?  
A. Not at first he did not.
- Q. Not at first? A. No sir.
- Q. Where was he standing, which way were you facing when Willie was picking up the chips?  
A. 31st Street.
- Q. You were facing towards 31st Street? A. Yes sir.
- Q. And which part of the yard was Oberle in at that time?  
A. At the other end, nearer 11th Avenue.
- Q. Towards 11th Avenue? A. Yes sir.
- Q. Was he nearer 30th or 31st Street? A. Right near the corner of 30th Street.
- Q. Right near the corner of what? A. 30th Street.
- Q. You were about in the middle of the yard midway between 11th Avenue and the river, were you? A. Between 11th and 12th Avenues.
- Q. Midway between 30th and 31st Street? A. No sir, a little way between 11th and 12th Avenues in 30th Street, the yard is in 30th Street.

- Q. The yard runs from 30th to 31st Street, does it not?  
A. Yes, it runs that way and then it runs from 11th to 12th Avenue besides.
- Q. You told me where you were with respect to the two avenues, you were about midway between them, now were you not also midway between the two streets, 30th and 31st Streets?  
A. No sir, I was nearer to 30th Street.
- Q. Where was Willie?  
A. He was down picking up the chips.
- Q. Near the fence where you got in?  
A. Yes sir.
- Q. Not over in the middle of the yard?  
A. Yes, we went in straight and then began to pick up the chips.
- Q. You were a good deal nearer to 30th than to 31st Street?  
A. Yes sir.
- Q. Just inside the fence from 30th Street?  
A. Yes sir.
- Q. Now what was the first thing you saw?  
A. I saw the watchman and I heard Willie halloo and I saw the watchman grab hold of Willie and then I ran because I was lame and I could not run fast and I never looked back.
- Q. Was Willie standing up when the watchman grabbed hold of him?  
A. Yes sir.
- Q. He was not lying down on the ground?  
A. No sir.
- Q. He did not fall down on the ground before the watchman got him?  
A. I did not see him.
- Q. You were with him?  
A. I was with him but as soon as I seen Oberle grab him, as soon as I saw the watchman grab him, then I ran.
- Q. But before the watchman grabbed him did he fall with his face to the ground?  
A. No sir.

- Q. Do you know Officer Taylor, the police officer that is in Court here? A. Yes sir.
- Q. Did you talk to him about this? A. No sir.
- Q. Did you say anything at all to him? A. No sir.
- Q. Did not you say to Officer Taylor that as soon as you saw the watchman running towards Willie that you left the yard and ran away? A. As soon as I saw the watchman grab Willie then I left the yard and ran away.
- Q. Did you say or did you not say to Officer Taylor that you saw nothing of this occurrence because as soon as you saw the watchman running towards Willie that you left? A. No sir.
- Q. You didnot say that? A. No sir.
- Q. Sure of that? A. Yes sir.
- By QMr. McIntyre. Q. Jacob, how long have you known Oberle? A. Since we moved in 32nd Street in June.
- Q. You knew him very well, didn't you, you had seen him around there a good deal? A. Yes sir.
- Q. You had been in the yard before this day? A. Yes sir, I had been in the yard a week before.

The Court took a recess.

*John J. McIntyre*

M R S. B R I D G E T M O R A N a witness in behalf of the complainant having been duly sworn testified -

BY MR. McINTYRE:

Q Where do you live?

A 451 West 32nd Street.

Q And you lived there on the 4th day of last September?

A Yes, sir.

Q You are the Mother of Willie Moran?

A Yes, sir.

Q The complainant in this case?

A Yes, sir.

Q On the 4th day of September last year do you remember his coming home at about 5 o'clock?

A I remember him coming home at 25 minutes past five.

Q About 25 minutes past 5 o'clock?

A Yes, sir.

Q And was he then complaining of pain?

A He complained of nothing to me at the time but asked me to let him to bed.

Q What did he do?

A He come in and he asked me to let him to bed.

Q What did he do; I don't want you to say what he said?

A He came inside the door.

Q And did he go to bed?

A Yes, he asked me if I would let him to bed.

Mr. Ecclesine moved to strike that out.

Motion granted.

BY THE COURT:

Q He came in and went to bed?

A Yes, sir.

BY MR. McINTYRE:

Q He went to bed?

A Yes, sir.

Q How long did he remain in bed?

A He remained in bed before he was -

Q Did he remain all night in bed?

A All night and the following -

Q What day of the week did the 4th day of September fall upon?

A On Friday.

Q So that he remained in bed all Friday night and Saturday, was he in bed all day Saturday?

A Yes, sir.

Q And on Sunday?

A Yes, sir. Occasionally I had to take him out of bed, occasionally had to lift him out of bed, but couldn't hold him with pain, had to let him back again, maybe had to lift him ten times through the day and through the night, he couldn't lay.

Q Do you know Dr. Dustman?

A Yes, sir.

Q Do you remember Dr. Dustman calling at your house?

A Yes, sir.

Q When?

A On Sunday, the following Sunday.

Q And on the subsequent Monday did he call?

A Yes, sir.

Q And up to what time did he continue to call?

- A On Tuesday he made a call twice, in the forenoon himself alone, and at night himself and Dr. Gray, both came at night. Dr. Gray was in the country at the first time, Dr. Gray I called for and he wasn't home and his assistant came then.
- Q When was your boy taken to the hospital if at any time?
- A He was taken on the 11th of September, the following Friday he was taken to the hospital.
- Q Do you know who took him to the hospital?
- A Dr. MacDonald I think.
- Q One of the doctors who testified here to-day?
- A Yes, the tall doctor.
- Q How long did he remain in the hospital?
- A Four weeks and three days.
- Q Do you remember when he was discharged from the hospital?
- A He was discharged on a Monday morning.
- Q Do you remember the day of the month?
- A No, sir, I couldn't really tell you the day of the month.
- Q Did you take him from the hospital?
- A My husband went with a carriage for him to the hospital.
- Q And your husband brought him back?
- A My husband hired a carriage.
- Q Your husband brought him back in a carriage.
- A Yes, sir.
- Q What time did he reach your house?
- A Between eight and nine o'clock in the morning I think it was.
- Q When the carriage reached your house did he walk from the

carriage into your house, or was he carried in?

Objected to by Mr Ecclesine.

The Court: What bearing has it on the case?

Mr Ecclesine: The doctor has testified to the condition in which he left the hospital, the doctor was a witness for the People, do they propose to contradict their own witness?

Mr McIntyre: I would even have a right to contradict him; I would not have the right to impeach him. I think however I have the right to show the way in which the boy entered the house, whether he walked or was carried into the house.

The Court: How is it material?

Mr McIntyre: It shows the condition of the boy after he left the hospital.

Mr Ecclesine: In other words you want to contradict the testimony of the doctor.

Mr McIntyre: If there is any question about it I will withdraw it.

Q After your boy reached home what did he do?

A He sat in a chair, he was very weak, not able to go, no better than he is now, and he can't walk alone to this day.

Mr Ecclesine moves to strike that out.

Motion granted.

A He has crutches to walk on.

Q From the time that he reached home after leaving the hospital did he remain in bed constantly?



Objected to by Mr Ecclesine. Objection sustained.

Q Has any injury that you know of occurred to your boy since the day that he was taken to the hospital down to this day?

A No, sir, nothing, gave him all the care I could.

CROSS EXAMINATION BY MR ECCLESINE:

Q You have retained a lawyer to sue the company for damages haven't you?

A I retained a lawyer?

Q You or your husband or both have retained a lawyer to sue the company for damages haven't you?

A No, not to sue the company for damages that I know of more than to see this boy satisfied in this case.

Q Haven't you retained Ex-Congressman Hardy to sue the company for damages?

A My husband has him to see the boy rectified but I have not said anything about suing for damages.

Q Don't you contemplate any such suit?

Objected to. Question allowed. Objection withdrawn.

Q Don't you intend to begin such a suit?

A I think the boy should be seen rightified for his injuries.

Q And rectified by suing the company, isn't that what your idea is?

A Dr. Gray's opinion is that he will never be of any good.

Mr Ecclesine moves to strike that out as in-

responsive. Motion granted.

Q You think the company ought to, pay you some money for the boy's condition, isn't that it?

A I don't know.

Q Is that what you mean by rectified?

A Yes.

RE-DIRECT BY MR MCINTYRE:

Q When did you first hear who it was that assaulted your boy?

Objected to by Mr Ecclesine.

The Court: She can testify to the fact. Objection overruled.

A On the following Thursday; that is the seventh day from the day he was hurt .

Q From the time that your boy came home on the 4th day of September down to the following Thursday when you state that you heard who it was that had assaulted your son what was your boy's condition regarding consciousness or unconsciousness?

Mr Ecclesine: I object. This is a question that ought to be addressed to a medical expert.

The Court: The doctor was examined on that question.

Question withdrawn.

OFFICER MICHAEL KELLY, a witness in behalf of  
the complainant having been duly sworn, testified:-

BY MR MCINTYRE:

Q What precinct are you connected with?

A The 20th.

Q Did you arrest the defendant at the bar?

A Yes, sir.

Q Oberle?

A Yes, sir.

Q On whose complaint?

A On Mr Moran's.

Q The father of the complaining witness?

A Yes, sir.

Q When did you arrest him?

A The 11th of September.

Q Now, where did you arrest him?

A In the station house.

Q When you arrested him did you tell him what complaint  
if any had been preferred against him?

A We didn't place him under arrest until I went down and  
investigated this boy's condition. The sergeant sent me  
down to investigate it and I came back and told the  
sergeant what I saw and he told me to take Oberle down  
before the boy and have him identify him.

Q You were told to take the prisoner to the boy's bedside?

A Yes, sir.

Q Did you do so?

A Yes, sir.

Q Where did you take him?

A To 451 West 32nd Street.

Q And did you bring the prisoner in the presence of the boy?

A Yes, sir.

Q And where was the boy; in a bedroom?

A In a bed.

Q When the prisoner was brought in the presence of the boy, please state what you said, what the defendant said, and what the complainant said?

Mr Ecclesine: Has he stated what time this was?

Mr McIntyre: On the 11th of September.

A Will I state before I brought the prisoner there?

The Court: No, while the prisoner was there.

A I got down close to the boy and hollered right into his ear and I asked him was this the man that struck him, and I had his hat off, and I told him to be sure whether it was him or not. And he kind of turned his head a little, and looked at him and said, yes, that is the man. And then I took the man's hat off and I asked him now, you are positive this is the man that hit you, be sure, He said God's truth, that is the man. That is all that passed, and I took him back to the station house.

Q What did the prisoner say?

A I didn't ask him any questions.

Q Did the prisoner say anything in response to the declaration made by the boy charging him with having assaulted him?

Objected to.

A No, sir.

Q Now, When you were taking the prisoner from the station house to the boy's bedside did you have any conversation with him?

A No, sir, I did not.

Q Did he say anything concerning the assault?

A He said he didn't hit the boy.

Q After the boy said that the prisoner was the one who assaulted him where did you take the prisoner?

A To the station house.

Q And there you preferred a complaint?

A Yes, sir.

Q Did you search him in the station house?

A Yes, sir.

Q What did you find upon his person?

A A knife, a loaded revolver, and a club.

Q A billy?

A Yes, sir, a policeman's billy.

Q About how large?

A About that large.

Q And about how thick?

A About that thick. An ordinary billy.

Q Then you locked him up?

A Yes, sir

Q When you saw the boy in bed and while you were there with the prisoner did you observe any marks on the boy's head?

Objected to.

A No, sir.

Q Any marks on his body anywhere?

A No, sir.

Mr Ecclesine moves to strike out the answer.

Motion denied.

Q Now, at any other time did you see the boy?

A Yes, sir.

Q When?

A When I sent him to the hospital in the afternoon.

Q Did you observe his condition then?

Objected to by Mr Ecclesine. Objection over-ruled. Exception.

Q Did you see his body?

A Yes, sir.

Q State what you saw?

A When the doctor came, he stripped him off and laid him on a table and he examined him and I saw a large lump on his elbow near the size of his fist and I asked the doctor was his arm broken?

Q Did you observe any other marks on his body?

A No, sir, I didn't notice.

Q Then you took him to the hospital?

A Yes, sir.

Q That was on what day?

A On the 11th.

**CROSS EXAMINATION BY MR ECCLESINE:**

Q Before this identification took place and before the arrest of Oberle the boy's father was arrested on a charge

of assault preferred by Oberle?

A Yes, sir.

Q And it was not until that charge was preferred against the elder Moran that the countercharge was preferred against Oberle, that is so isn't it?

A Yes, sir.

BY MR MCINTYRE:

Q Were you present when the elder Moran assaulted Oberle?

A No, sir, I was in the station house on house duty.

Q Do you know of the fact?

A No, sir.

BY MR ECCLESINE:

Q Don't you know as a matter of fact that Moran was under arrest on a charge of assault preferred by Oberle?

A Yes, sir.

O F F I C E R   J O H N   T A Y L O R, a witness in behalf of the  
complainant, having been duly sworn, testified:-

By MR McINTYRE:

Q   What precinct are you connected with

A   The 20th.

Q   And you are the Ward Detective in that precinct?

A   Yes, sir.

Q   And were you such Ward Detective on the 4th day of September last year?

A   Yes, sir.

Q   Do you remember calling on the boy Moran any time in the month of September?

A   Yes, sir.

Q   Where?

A   At the Roosevelt Hospital.

Q   Whom did you call there with?

A   Officer George Smith, 20th Precinct.

Q   And did you take anybody with you?

A   I took Joseph Oberle.

Q   The prisoner?

A   The prisoner.

Q   When you took him there did you take him to the bedside of Willie Moran?

A   I did.

Q   Did you hear any conversation carried on between Moran and Oberle?

A   Yes, sir.

Q   Will you state what you heard?



- A We went there to the bedside of this boy and George Smith spoke to the boy and asked him if there was anybody here that he knew. And the boy was very hard of hearing and he hollered in his ear again. He looked up and said yes, he said I know that man, pointing to Oberle, Who is he? He says he is the man that struck me and knocked me down and after I was down he clubbed me.
- Q What did Oberle say?
- A He made no remark that I remember.
- Q Were there any other persons there besides Officer Smith, yourself and the boy?
- A Yes, sir.
- Q Who else?
- A A gentleman by the name of Graham and another gentleman that I don't know who he was.
- Q Mr Graham, do you know what his connection is?
- A Not exactly, I do not.
- Q Isn't he one of the detectives for the Central road?
- A I don't know, I know him just by name.
- Q The other gentleman, do you know who he is?
- A I do not. He went from Jefferson Market up there with us and I didn't make any inquiry who he was.
- Q Where did you take Oberle then?
- A Back to Jefferson Market.
- Q Did Oberle say anything to you on the way back?
- A In fact I didn't take him back myself, I left Officer Smith with him at 59th Street, I had to go to the station

house.

Q Did you see the complainant after that?

A Yes, sir.

Q Where?

A At his home.

Q When?

A Shortly after he came out of the hospital.

Q And where was he when you saw him?

A Sitting in a chair.

Q Dressed?

A Yes, sir.

Q As to the position of his head, can you describe that?

Obj ected to. Question withdrawn.

**CROSS EXAMINATION BY MR ECCLESINE:**

Q How long have you been connected with the precinct?

A A year last month, December.

Q Did you know Oberle before that?

A No, sir, never saw him.

Q Did you bring any one up besides Oberle to that hospital?

A I took Officer George Smith with me.

Q But you didn't bring three or four people and ask the boy to pick out which was the one who as saulted him?

A No, sir

Q Nobody beside the officer who accompanied you?

A That was all that I had anything to do with.

Q You did that under the direction of the Commit ting Magistrate, Judge Hogan?

**POOR QUALITY  
ORIGINAL**

0581

A Yes, sir.

Q Do you know whether or not as a matter of fact the boy's father was in Court when Judge Hogan directed you to bring this man Oberle up to be identified?

A Well, I couldn't remember.

Q You don't know whether or not he immediately left the Court and went up to the hospital and saw the boy before you got there, do you know that?

A I don't know it.

Q Have you heard that such is the fact?

A No, sir.

**POOR QUALITY  
ORIGINAL**

0582

O F F I C E R   M I C H A E L   K E L L Y, recalled, testified:

BY MR MCINTYRE:

Q   You stated that when you searched the accused you found  
     upon his person a knife, a revolver and a club?

A   Yes, sir.

Q   Will you state what you did with them afterwards?

A   I made a complaint against Mr Oberle for carrying con-  
     cealed weapons and Justice Kelly discharged him and told  
     me to give them back to the prisoner.

Q   And you gave back the club, the knife and the revolver.

A   Yes, sir.

BY MR ECCLESINE:

Q   That was after the Justice had inquired into the par-  
     ticulars?

A   Yes, sir.

OFFICER JOHN TAYLOR, recalled, testified:

BY MR ECCLESINE:

Q You remember having been inquired of by the Police Justice, as to whether or not there were any witnesses as to this assault on the boy as charged?

A Yes, sir.

Q Do you remember in consequence of that inquiry going around the Ward and looking for witnesses?

A Yes, sir.

Q Among othersthat you inquired of did you inquire of the boy Marr?

A Yes, sir.

Q Did Jakey Marr tell you in substance that he didn't know anything about the assault and that he was not there?

A He said he was in the yard but he didn't see the boy assaulted.

BY MR McINTYRE:

Q Did he say he ran away?

A He said he saw the watchman and ran away.

BY MR ECCLESINE:

Q Is that all he said?

A No, sir, I asked why he ran away, he said --

Objected to.

Q He said he didn't see the assault committed?

A He said he didn't see the assault committed, he ran away.

J O H N     M O R A N, a witness in behalf of the complainant,  
having been duly sworn, testified:

BY MR McINTYRE:

Q You lived with your wife where she stated in September  
of last year?

A Yes, sir.

Q You are the father of the boy, Willie Moran?

A Yes, sir.

Q Do you remember calling on this defendant Oberle in the  
month of September?

A Yes, sir.

Q Where did you see him and when?

A When I saw him was on the 11th day of September.

Q Where?

A A little boy took me down to show him to me between 31st  
and 30th Streets in the lots where the cars were.

BY THE COURT:

Q In the freight yard?

A Yes, sir.

BY MR McINTYRE:

Q What did you say to him?

Mr Ecclosine: Now is this material?

Mr McIntyre: A conversation with the defendant  
Objection overruled.

Q Was there anybody else present?

A There were two more men with me, there was one man I  
know, John Marr.

Q And what was the other man's name?

A I don't really know, But he came to the station house.

I think his name was Dempsey.

Q They were present when you were talking to Oberle?

A Yes.

Q What did you say to Oberle?

A I asked him his name and he gave me some name and I couldn't remember the name he gave me, but he didn't give me the name of Oberle to the best of my belief.

Q You asked him what his name was and he gave you some name?

A Yes, sir.

Q But not the name of Joseph Oberle?

A Not to the best of my belief.

Q What else did you say to him?

A I asked him for his number.

Q What did he say to that?

A He gave me some word about the number and he stuttered over it and with that him and me got into a wrangle.

Q Now, can't you state what you said that led up to the wrangle?

A There was nothing said at all, only the boy hollered out that is the man who did it.

BY THE COURT:

Q What boy?

A Jakey Marr.

BY MR McINTYRE:

Q The boy who testified here?

A Yes, sir. And the other man that keeps the liquor store said if it was my boy I would never take him to court --

Objected to, by Mr Ecclesine. Testimony allowed. Exception.

A Then when this man and me got into the wrangle --

Q What do you mean when you say this man; this defendant?

A Yes.

Q Why don't you say so.

A I was never in court and I don't know much about it.

Q What did the defendant say to you?

A I told you what he said to me, he gave me a name and he didn't give me Joseph Oberle, and I asked him for his number and before he had the number out we got into a wrangle.

Q Had a fight?

A Yes, I gave him a slap with my hand and he up with his club and struck me in the head with the club.

BY THE COURT:

Q You struck him with the hand?

A Yes, sir, with my bare hands.

BY MR McINTYRE:

Q After you were struck in the head with the club did you say anything to Oberle concerning the assault upon your boy's person?

A I told him I would go to the station house and have him arrested.

Q For what?

A For beating my child. I said he was dying in the house.

Q What did he say to that?

A He went then and got one of the railroad officers and I



waited for him, and the two of us went to the station house together, and I told my statement to the sergeant, and as soon as he heard my statement he sent Officer Kelly, to lock both of us in until he would come back.

Q You were both locked up?

A Most undoubtedly.

Q And Kelly was sent?

A To my house, 451.

Q What became of you afterward?

A After Kelly coming back the captain heard tell my story and sent me down to have it settled in Jefferson Market between us. We went to Jefferson Market and when I went down to Jefferson Market he had two counsels there ahead of me, inside of three hours. We got down to Jefferson Market and I was called up and the statement I made to the Judge and he says --

Q Were you discharged at Jefferson Market?

A Most undoubtedly.

Q And this man held?

A This man held. Told me to go home and send the child to the hospital. The Judge told me that.

CROSSEXAMINATION BY MR ECCLESINE:

Q But you never preferred a charge against this man until he preferred a charge against you for assault did you?

A I did n't know nothing about it at the time; the child was unconscious, he was unable to tell me.

Mr Ecclesine moves to strike out that answer as irresponsible.

BY THE COURT:

Q Did you make a charge against him before or after he made an accusation against you?

A Both of us made it together in the station house.

BY MR ECCLESINE:

Q Didn't he have you arrested for assaulting him?

A There was no policeman arrested me until I went to the station house. We went to the station house together, both of us.

Q You both went to the station house, neither of you being in custody at the time?

A One of the railroad officers came with us.

Q Weren't you under arrest by a railroad officer, an officer of the peace?

A Most undoubtedly, the two of us went together.

Q Weren't you under arrest?

A Yes, I suppose he called it arrest.

Q You were under arrest weren't you?

A Not that I know of. I wouldn't call that an arrest.

Q Have you much experience in being arrested?

A Not very much, never been arrested in my lifetime.

Q Then when you say that you would not call that an arrest your experience as an expert is not very extensive?

A All right.

Q You are quite sure you were never arrested are you?

A I was one time that I went for a witness, I was in about a couple of hours or something.

Q What?

A I was in for a couple of hours.

Q You were arrested as a witness, is that what you mean?

A Yes, sir.

Q A witness in the case?

A Two fellows were fighting.

Q And you were put under arrest as a witness?

A Well, of course, I went to the station-house to make the complaint and I waited to go down with them, that is all I know.

Q When Officer Taylor took Oberle up to the hospital, that was done under the direction of Judge Hogan, wasn't it?

A I don't know sir. Judge Hogan had been there but I didn't know anything about the affair.

Q Weren't you in court?

A Most undoubtedly but I didn't hear him.

Q Most undoubtedly yes, or most undoubtedly no?

A Most undoubtedly no. I was in court but I never heard him say such words. Judge Hogan told me -

Q I didn't ask you what Judge Hogan told you. Do you mean to swear that you didn't know that officer Taylor was sent up to the hospital for the purpose of having your boy identify Oberle?

A Never to my knowledge until he was after coming back.

Q Do you mean to swear that you didn't go up to the hospital and see the boy before the officer went there?

A That I don't know, for I was to see him every day. But I didn't know the officer was going.

Q Did you go on that day?

A Probably I might.

Q Did you go there before the officer did?

A I couldn't tell.

Q Did you state that fact to anybody?

A Not that I know of.

Q Will you swear that you never made such a statement that you went there and saw him before the officer got there with Oberle?

A I probably have been there I said,

Q Will you swear that you never stated that fact to anyone?

A To the child?

Q No, not to the child, but to someone else.

A I can solemnly swear that I never spoke a word of the kind.

Q To any one?

A To anyone, that I know of. They are all lies.

Q You swear that you never stated to any one that you went to the hospital and saw the child, before the officer got there with Oberle?

A I was up there but I didn't know whether Oberle was going or not.

Q That is not the question I asked you. You swear that you never stated to any one you went up to the hospital on the day that Officer Taylor brought up Oberle and that you got there before the officer did with Oberle for the purpose of identification?

A No, sir, I never done it.

REDIRECT BY MR McINTYRE:

Q Did you take your boy home from the hospital?

A I did.

Q How did you take him home?

A I met a man that I knowed --

Q How did you take him?

A In a cab.

Q When did you hear who as saulted your boy, the time?

Objected to.

Q When did you first learn that your boy had been assault-  
ed by some one?

Objected to.

BY THE COURT:

Q You went down and saw this defenant.

A Yes, sir.

Q On the 11th of September?

A On the 11th of September.

Q Had you a conversation with anybody before you went down  
there that led you to go down?

A Not that I know of.

BY MR MCINTYRE:

Q Did you have a conversation with Jacob Marr?

A I did.

Q Then you had a conversation with some one?

A I thought he meant other parties. Jakey Marr took me  
there.

Q And that was the first time that you knew of the assault?

A That was the first time he showed him to me.

BY MR ECCLESINE:

Q Is Jacob Marr the boy that was on the witness standhere?

A Yes, sir.

Q Who swore that he ran away?

A That is him.

THE STATE RESTS.

Mr Ecclesine: I desire to make a formal motion to direct a verdict, the state having failed to establish the facts charged in the indictment, and on the further ground that your Honor erred in permitting them to amend the indictment changing the date from the 14th to the 4th of September, and on the further ground that they have failed to establish by a preponderance of testimony beyond any reasonable doubt that the assault was committed as charged.

Motion denied. Exception.

Mr Ecclesine opened on behalf of the defendant to the Jury.

D O C T O R J O S E P H F. G R A Y, a witness in behalf of defendant having been duly sworn, testified:--

BY MR ECCLESINE:

Q You have been subpoenaed as a witness in this case on behalf of the People have you not?

A Yes, sir.

Q But not called?

A I was subpoenaed originally and then I spoke to Mr. Stocking and I was let off from appearing.

Q In consequence of something that you told Mr Stocking?

A Yes, sir.

Q You were one of the doctors who attended this boy when he was first ill?

A Yes, sir, I was one of the physicians who saw him.

Q You were represented on the original visits I think by Dr Dustman?

A Yes, sir.

Q Who had taken your place during your temporary absence from the city?

A Yes, sir.

Q But on your return to the city you then went down and took charge of the case did you?

A Yes, sir.

Q What day was that do you remember?

A That was on the evening of September 8th.

Q You saw the boy on that occasion.

A Yes, sir.

Q What was the boy suffering from at the time that you first visited him?

A He was suffering from symptoms which pointed towards a meningitis. The case at that time seemed to me to be more spinal in origin than in the brain, but I couldn't make a positive diagnosis. I found him -- Do you wish me to describe how I found him?

Q Yes.

A I found him with rigidity of the muscles of the neck, his head was drawn backward, and there was a marked tenderness over different parts of the body, if you moved him he complained of pain, and he seemed to be partly unconscious. There was not an entire absence of the cerebral functions but still they were very much impaired. He seemed to express his wants, for instance to be taken back to bed, but still when he was asked any questions he did not seem to answer intelligently. That

was about the condition, so that he was partly unconscious. He was brought out -- do you wish me to tell all that happened.

Q Yes.

A When we called together, he was in the bed room, his bowels were just then moving, and then he was brought out into the front room where the doctor and I examined him. That was about all I could find as a result of my examination.

Q Was anything said as to the cause of this?

A I couldn't be certain what the cause is.

Q Was anything said at that time?

A No, sir, there was absolutely nothing said.

Q Did you and Dr. Dustman by questions directed to that object, try to elicit what the cause was?

A I believe we did. I know that usually in these cases --

Q Never mind that.

A I wouldn't say positively; I believe I did myself.

Q At all events nothing was said either by the boy or his parents as to the cause?

A No, sir, there was nothing said about the cause of the injury.

Q Now, when you speak of the boy's mental condition do you mean to be understood as saying anything more than that his intelligence was not as acute as a boy of his age ordinarily would be?

A That is what I mean, his intelligence was not as acute at that time as the intelligence of a boy of his age would ordinarily be.



Q But he seemed to be intelligent enough to indicate what he wanted?

A Yes, for instance the few things that he requested, he might ask to be brought back to bed, and things of that kind.

Q He had no difficulty in asking them to do that for him?

A No, sir, he did not seem to.

Q Do you remember having made an examination of the boy when he was in bed and making an examination of his back?

A That evening of course the examination I made was in the front room with Dr Dustman. Then I took charge of the case. So the next day I went alone. That was on the 9th. I went there on the 9th, and the boy was in bed, and I examined him in bed, but I am not prepared to state that I made a very thorough examination, so that I could not certify in regard to the condition of his back.

Q You did examine his back?

A That is my impression.

Q Did you see anything to indicate violence or contusion or black and blue spots?

A No, sir, I didn't notice anything of that kind, my examination was not very thorough.

Q Was his arm broken?

A I didn't notice anything about the arm, my attention was not drawn to it.

Q Did he complain about his arm being broken?

A No, sir, I did not hear anything at all about his arm.

Q Do you remember the boy's father coming to your office

afterwards and asking for a certificate that the boy was suffering from a blow or blows when you first saw him?

A Yes, sir, I remember his father came some days later; the exact day I cannot state at present because I did not keep any record.

Q Was the father sober at that time?

Objected to by Mr. McIntyre as immaterial and irrelevant.

Objection sustained. Exception.

Q Did you as a matter of fact give a certificate as the father requested you that the boy was suffering from blows?

A No, sir, I did not.

Q Did you finally clear the boy's father out of the office, did you find it necessary to do that?

A He simply wanted me to give a certificate, state things that I did not know, and of course I refused to give it. And then finally we just simply had a few words over the matter and he left.

CROSS EXAMINATION BY MR. MCINTYRE:

Q You stated that at one time in the course of proceedings with this case you had been subpoenaed on behalf of the people?

A Yes, sir.

Q And don't you remember when you received that subpoena that you went down to Mr. Stocking and manifested great indignation that you should be brought into this case?

A I was subpoenaed twice and came down there and I felt

that it was not right to bring me twice.

Q Well, you were quite indignant that you were subpoenaed?

A Yes, sir.

Q And you stated to Mr. Stocking that you didn't know anything about the case?

A That I didn't know anything material; and I don't think it is material what I have stated.

Q But when the people asked you to come here you were disinclined, you manifested some degree of indignation and you stated you knew nothing of the case and you didn't know why you should be brought down here?

A I stated I didn't know anything material; I don't believe it is material.

Q Now you find yourself to-day here in the capacity of a witness for the defence and this morning or yesterday morning you did not manifest a like indignation to Mr. Ecclesine for bringing you here?

A I don't see why I should manifest it to him.

Q You were quite willing to come down and testify for the defence but you were absolutely unwilling to testify for the people?

A I was not willing to testify for anybody but as long as I was subpoenaed I had to come.

Q Now do you remember seeing people in connection with the Central road about this case?

A Yes, sir.

Q They have been frequently to see you?

A No, sir.

Q Don't you remember seeing this young man Mr. Graham?

A No, sir.

Q When did you see him first?

A I saw him yesterday.

Q And he talked with you yesterday concerning your testimony?

A He did not have a word to say to me about my testimony.

Q Who was the gentleman who had that pleasure, who was the gentleman who did talk with you?

A There was nothing material about that, one of the gentlemen there simply asked me about my testimony.

Q And you were in court all day yesterday?

A Because I had to.

Q You obeyed the mandate of the court?

A Yes, sir.

Q And that mandate emanated from the other side?

A Yes, sir.

Q And you have been here all day to-day?

A Yes, sir.

Q Has any compensation been promised you for any testimony?

A No, sir.

Q Any talk about compensation?

A No, sir.

Q Now you state that this boy was partly unconscious?

A Yes, sir.

Q And that state of partial unconsciousness continued during the time that you were treating him?

A Yes, sir.

Q He was not in absolute and full possession of all his

faculties at any time that you saw him.

A No, sir.

Q And didn't you observe from the examination that you made that it was spinal meningitis that he was suffering with?

A I was not prepared for a positive diagnosis but it looked that way to me.

Q Your general impression was at that time from the observation you made, from the slight examination that was then had, that it was spinal meningitis?

A Yes, sir, looked more like that than anything else.

Q And the seat of that is where?

A In the membranes of the spinal cord.

Q And doesn't it extend down through the spinal column?

A Certainly it is an inflammation of the membrane of the spinal cord, extends from here down to here.

Q You heard some of the distinguished physicians who testified this morning?

A Yes, sir.

Q And their opinion is that it did not extend down the back. Now you differ with them?

Objected to.

Question withdrawn.

Q Now the condition of the boy that you observed at the time that you called, and the ailments with which he was then suffering, might not they have been occasioned by a blow inflicted on the back?

A Certainly.

Q Dr. Dustman was your associate?

A Yes, sir.

Q Did you recommend the removal of the boy to the hospital?

A Yes, sir.

Q Now you regarded the case as very precarious and serious didn't you?

A I regarded him as a very sick boy at the time.

Q And it did look at one time as if he would be unable to survive?

A Yes there was a possibility of that.

Q And didn't you certify to that effect?

A I believe that Dr. Dustman was the one who gave the certificate.

Q And there was such a certificate given?

A Yes, sir, I don't know the character of the certificate because I did not give it. I recommended him to go to a hospital but they did not take my advice at the time.

Q You had some difficulty with the boy's father?

A Simply in regard to the certificate.

Q And wasn't there some subsequent difficulty arising out of the fact that he failed to pay you for the professional services?

A No, sir, no difficulty whatever.

Q Well, isn't it a fact that down to this time he has not paid you?

A Yes, sir, I never presented a bill.

REDIRECT BY MR. ECCLESINE:

Q The condition that you saw the boy in and that you testified in answer to my friend's question might have been

produced by a blow might have been produced by other causes?

A Certainly.

Q Among other causes the shock occasioned by jumping into cold water might produce it?

A Yes, that would do it.

Q Or remaining too long in the water and indulging too long in the pastime of bathing might occasion it?

A Yes, sir.

Q Jumping from a high fence and landing on his feet might occasion it?

A Yes, sir.

Q Or a fall might occasion it?

A Yes, sir any injury that would produce shock to the spine would produce the same thing.

Q Are you acquainted with Doctors MacDonald and Schultz of the Roosevelt hospital?

A No, sir, I never saw them until today, didn't know there were such men in existence.

Q Do you know what their reputation is in the profession?

A I know nothing about them, never saw them until now.

RECROSS BY MR. McINTYRE:

Q Do you know of a single instance where one was stricken with spinal meningitis by sudden immersion in the water?

A No, sir I do not.

Q It is only something referred to in the books.

A Yes.

Q But you never had such a case come under your observation

A No but the authorities agree, in every book on nerves

diseases they mention it.

Q Is not the Vanderbilt Clinic closely connected with the Roosevelt hospital?

A I don't know that it is. They are two distinct institutions.

Q They are adjoining each other?

A They happen to be one across the street from each other.

BY MR. ECCLESINE:

Q The disease of Spinal Meningitis is a rare one anyhow isn't it?

A Yes, sir, very rare.

Q So that the opportunities of a practising physician to observe many cases of spinal meningitis would be -

A Very few and far between. .



DAVID TRAVIS, a witness in behalf of the defendant  
having been duly sworn testified -

BY MR. ECCLESINE:

Q Where do you reside?

A Bedford, Westchester County.

Q And what is your business?

A Fire insurance.

Q Do you know Joseph Oberle the defendant at the bar?

A Yes, sir.

Q How long have you known him?

A Between four and five years.

Q Do you know what his character and reputation is for  
peacefulness and quietness?

A He is a very quiet peaceful good dispositioned man so  
far as I know; always found him so.

Q Ever hear of his being in trouble?

A Not until this.

Q Ever knew of his being engaged in any quarrel or assaults  
or batteries or anything of that kind?

A No, sir.

Q Was he in your employ at one time?

A He was.

Q For how long?

A In the neighborhood of 9 or 10 months.

Q During that time did you find him to be a truthful and  
honest man?

A Always.

Q In every respect reliable?

A Yes, sir.

CROSS EXAMINATION BY MR. McINTYRE:

Q Where is your place of business?

A No. 7 Pine Street.

Q And what is the character of the insurance that you do?

A Fire insurance.

Q Do you insure property for the Central road?

A No, sir.

Q Have any business connection with them at all?

A No, sir.

Q How long have you known the defendant at the bar?

A About 4 years and a half.

Q And when was it that he worked for you?

A About 4 years ago, between 4 and 5.

Q And where did he work for you?

A On a farm in Bedford.

Q You live in Bedford, Westchester County?

A Yes, sir.

Q Since the time that he left your employment have you seen him?

A Occasionally.

Q How often?

A I couldn't say. Not very often.

Q Have you seen him 10 times in four years?

A No, I don't think I have.

Q And all that your testimony is based on concerning his character for peace and quiet is what you observed while he was in your employ isn't it?

A All my personal knowledge.

Q And you don't know anything about what he has been doing since he was working with the Central Railroad people?

A No not particularly, not to my knowledge.

Q You didn't go into the community in which he lived and the locality in which he worked and inquire of his neighbors what his general reputation was for peace and quiet?

A You asked me when I saw him. I saw him two or three times there. When I saw him he was quiet and sober.

A You said you never heard of his being in trouble until this time. Let me refresh your recollection. Did you ever hear of this defendant discharging a loaded pistol at a number of boys in this yard in June of last year?

A No, sir.

Q Did you ever hear of this defendant striking a number of boys with a club on their backs in the yard? in last year?

A No, sir.

Q You were subpoenaed to come here?

A Yes, sir.

BY MR. ECCLESINE:

Q You have no interest in the case except to tell the truth

A No interest whatever.

FREDERICK SALOMON, a witness in behalf of defendant having been duly sworn testified -

BY MR. ECCLESINE:

Q Where do you reside?

A Brooklyn.

Q And where do you do business?

A In New York, 29 Broadway?

Q How long have you resided in Brooklyn?

A About a year.

Q And prior to that time where did you reside?

A In New York.

Q Do you know the defendant at the bar?

A I have seen him up in the New York Central Yard.

Q Frequently?

A Yes.

Q How long a period of time would that cover?

A About two years.

Q Do you know what his character is for peacefulness and quiet?

A I never saw him do anything out of the way.

Q Do you know what his general reputation is?

A Peaceful man I should say as far as I know.

Q Did you ever hear of his ever having been in trouble?

A No, sir.

Q Or ever having assaulted anyone?

A No, sir.

Q Or being arrested?

A I never heard it.

Q And what do you say as to his reputation for truthful-

ness and veracity?

A I should say he was a sorer quiet man as far as I have seen.

Q And truthful?

A I have never had much to say to him.

Q Never had any reason to believe otherwise?

A No.

CROSS EXAMINATION BY MR. McINTYRE:

Q What is your business?

A Lumber dealer.

Q Where do you carry on your business?

A In New York.

Q New York City?

A And Brooklyn.

Q Where is your yard?

A I have no yard.

Q You are a commission merchant?

A Yes, sir.

Q You sell lumber?

A I buy lumber and sell it and sometimes sell on commission

Q You said you saw the defendant in the yard of the railroad?

A Yes, sir.

Q What were you doing there?

A Measuring lumber, selling lumber.

Q Selling to whom; to the railroad?

A No, different customers I took up there.

Q Do you ship lumber over their road?

A Yes.

Q And your lumber is shipped from that yard sometimes?

A I have lumber in that yard.

Q How often did you have occasion to go to that yard?

A Sometimes I am up there every day and sometimes two or three times a week.

Q And on all of these occasions did you see this defendant?

A Not every time. I have seen him several times.

Q Do you remember hearing in that community that in June of last year he shot at several boys in the yard with a loaded revolver?

A I did not.

Q Didn't you hear anything about that?

A No.

Q Refresh your recollection now?

A No.

Q Did you hear of any trouble occurring up there?

A No.

Q Did you hear of him clubbing some boys on August 28th in that yard?

A I heard that in the paper, saw it in the paper.

Q Have you any business connection with the Central road?

A I send freight over the road.

Q Who asked you to come here and testify?

A I had a subpoena.

Q And who served that subpoena upon you?

A That gentleman at the back of you.

Q This young gentleman here with the red necktie, Mr. Graham?

A Yes, sir.

**POOR QUALITY  
ORIGINAL**

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Q And you know that he is an employe of the railroad?

A I heard he was connected with a law office.

Q The law office of the attorney of the road or the counsel for the Central road?

A I didn't know. He came from some lawyer I understood.

Q Don't you know that he is a sort of detective for the road?

A I didn't know that.

Q Hunts up and works up cases and all that sort of thing?

A I didn't know.

BY MR. ECCLESINE:

Q You have no connection with the road?

A No.

Q And no interest in this case except to testify to the truth?

A That is all.

J O S E P H   O B E R L E,   the defendant having been duly sworn  
testified -

BY MR. ECCLESINE:

Q   You are the defendant in this case?

A   Yes, sir.

Q   How old are you?

A   40 years of age.

Q   And where were you born?

A   In Germany.

Q   What part of Germany?

A   Rossbadt, Bavaria.

Q   When did you come to the United States?

A   20 years ago.

Q   In what year do you remember?

A   It was in 1872.

Q   That was about when you were 20 years of age?

A   Yes, sir.

Q   What trade or occupation had you?

A   Carpenter.

Q   And you had worked in the old country at that trade  
before you came here?

A   Framer, yes, sir.

Q   When you got to this country what did you do?

A   Worked at my trade, carpenter.

Q   Where?

A   Out in Morrisania.

Q   How long did you work there?

A   For the first boss I worked two years to learn the car-  
penter trade.



**POOR QUALITY  
ORIGINAL**

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- Q What did you do then?
- A Then I worked for another boss for one season, he lived in Morrisania to o.
- Q Where was that?
- A In Morrisania. Miller.
- Q Did you work for a man in Yorkville?
- A Yes, sir Langou.
- Q Did anything happen to you when you were working for him?
- A Yes, sir I was sun struck and I quitted the place.
- Q And in consequence of that had you to abandon your trade as carpenter for a time?
- A Yes, sir.
- Q You were not able to continue working at that trade. What did you do then?
- A When I quitted I went over to Jersey.
- Q Where?
- A In Passaic
- Q What did you do then?
- A Drove a market wagon for one season.
- Q What did you do then?
- A Then I drove a milk wagon for 9 years.
- Q When did you come to New York, I mean when you left Passaic?
- A 3 and one-half years ago.
- Q Sometime in 1888 was it?
- A Yes, sir.
- Q And whom did you work for then?
- A For the company.
- Q Didn't you work out in Bedford?
- A That was before I came to the Central Road.

**POOR QUALITY  
ORIGINAL**

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- Q But it was after your return from Passaic?
- A Then I came to Bedford to Mr. Travis.
- Q Then you worked for Mr. David Travis?
- A Yes/ sir.
- Q When did you commence to work for the Central road?
- A That was 3 years ago in August.
- Q Were you ever arrested before?
- A No, sir.
- Q Ever had any fight or scrimmage with anybody?
- A No, sir.
- Q Are you a drinking man?
- A No, sir.
- Q What occupation had you in the Central Road.
- A Watchman.
- Q And you were to take charge of the property of the road in that yard were you?
- A Yes, sir.
- Q Prevent depredations upon it, prevent anyone from stealing it?
- A Yes, sir.
- Q That was part of your duty?
- A Yes, sir.
- Q From time to time had you occasion to drive boys out of the yard who were stealing such property?
- A Yes, sir.
- Q And that was a thing of frequent occurrence?
- A Yes, sir.
- Q Among other things they would steal the couplings of the cars?

A The couplings of the cars and fine wood banisters, black walnut wood, and carry anything out of the yard what they could get hold of.

Q And it was your duty to drive them away and to protect the property of the road?

A Yes, sir.

Q When did you first see this boy Moran?

A I know him for quite awhile, I know him at the time of the strike, those were the worst boys around there for stealing.

Q At the time of the strike; that was how long ago?

A A year ago last summer.

Q Well when did you see him last before this charge was made against you?

A That was on the 28th of August.

Q Of last year?

A Last year, yes, sir.

Q Now will you describe to the jury in your own way what occurred on the 28th of August of last year between you and this boy?

A On the 28th of August I went through the yard and when I was down pretty near the lower end one of the drivers was coming up driving a cart, Luke Geogheghan. He had to stop his cart and I was talking with him and while I was talking with him at once I heard a kind of a noise behind me like a jump or a fall. I looked around and there was a boy and he discovered me by this time and he started to run. I ran a little ways after him and I saw I could not gain on him, then I threw my club at him but

the club didn't come near him and he ran right out of the yard and that is all I know about that boy.

Q The club did not hit him?

A No, sir I wasn't near to him.

Q You have heard the boy's statement that on the 4th day of September he came to this yard and you threw a club at him and hit him in the back and knocked him down and then you ran after him and caught him and while he was on the ground you violently clubbed him from his head to his heels and broke his arm and injured him in the way he describes. You have heard all that?

A Yes, sir. There was no boy in the yard on the 4th of September.

Q Did you on the 4th of September or at any other time ever club this boy?

A No, sir.

Q Did you ever strike him?

A No, sir.

Q Did you ever inflict any injury whatever on him?

A No, sir.

Q You say there was no boy whatever in the yard on the 4th of September?

A No, sir, no boy.

Q How do you specially remember the 4th of September?

A We had pay day that day and it was very quiet, nobody in the yard the whole day.

Q And did you so state to some of the officers of the company who were paying, the pay-master?

A Yes, sir.

- Q The first you knew of this charge was when the boy's father came down and got into a controversy with you?
- A Yes, sir that is the first I heard of it.
- Q And at that time he assaulted you did he not?
- A Yes, sir he did.
- Q And you had him arrested?
- A Yes sir.
- Q Did Moran ask you your name?
- A Yes sir he did so.
- Q What did you tell him?
- A I told him my name Joseph Oberle.
- Q You didn't tell him any other name?
- A No, sir.
- Q You have never passed under any other name, have you?
- A No, sir I never did.
- Q Neither in Germany nor here?
- A No sir that is the name I was born with.
- Q When you told him what your name was what then did he do?
- A He asked me a'n't you afraid to tell your name. I said no. I told him my name and told him the number where I did live. And then there were two men there, we were talking together, I and the other two men, at once he hauled off and he hit me.
- Q Where?
- A In the mouth; it was all split open.
- Q Your mouth was cut and bleeding?
- A Yes, sir.
- Q And what did you do?

- A I gave him the club then.
- Q You hit him with the club?
- A Yes, sir.
- Q And then you were separated?
- A Yes, sir.
- Q And then did you have him arrested?
- A Then Mr. Morris Tracy the detective was coming across the Avenue and I had him arrested yes, sir.
- Q And then they went down to the police station?
- A Yes, sir.
- Q And then down to the court?
- A Yes, sir.
- Q And was that the first time that he made an accusation against you of assaulting his boy?
- A That was the first time, yes, sir.
- Q Do you know how the boy got into the yard at the time that you threw your club at him on the 28th of August?
- A He jumped the fence, climbed up a fence, about 11 or 12 feet high.
- Q And jumped from the fence into the yard?
- A Yes, sir.
- Q And it was that jump that attracted your attention to him?
- A Yes, sir.
- Q Now in what direction did he run when you threw the club at him?
- A Up towards Tenth Avenue.
- Q The yard only goes to 11th Avenue doesn't it?
- A Yes, to 11th Avenue.
- Q He ran out the 11th Avenue entrance to the yard?

A Yes, sir.

Q You never saw him again until you were brought to his bedside by an officer?

A No, sir, that is all I saw of him.

Q A man named Geogheghan was present at the time, a driver?

A Yes, sir.

Q And also a man named Green?

A The boy ran by Green too.

Q Ran past Green?

A Yes, sir.

Q And you are quite sure that on the 4th day of September there was no difficulty or disturbance or occurrence of any kind in that yard?

A Nothing in the yard.

**CROSS EXAMINATION BY MR. MCINTYRE:**

Q You say that this boy Moran climbed a fence 11 or 12 feet high?

A Yes, sir.

Q From the outside in 30th Street?

A From Clark's lumber yard.

Q And where is the gate that leads into the yard?

A On the lower end.

Q The gate was wide open?

A There is no gate there.

Q You said there was a gate at the lower end.

A No I say there is no gate in the yard.

Q How do you get into the yard?

A It is open at the ends.

Q And this boy climbed over a fence 11 or 12 feet high?

A Yes, sir.

Q Rather than go around and walk through the opening; is that what you want the jury to believe?

A Yes, sir.

Q Now how far was this place that he climbed over from the opening?

A That is about 125 to 130 feet.

Q He climbed up that fence 125 feet from the opening?

A Yes, sir.

Q Then jumped right down on the ground?

A Yes, sir.

Q And the noise that he made jumping is what attracted your attention?

A Yes, sir.

Q The boy didn't do anything but jump?

A No.

Q And you ran after him?

A Yes, sir.

Q And you fired a club after him?

A Yes, sir.

Q And he hadn't done anything. Was there any necessity, any occasion, for your throwing a club at that boy at that time?

A On account nobody has a right in the yard.

Q And that is the method you adopted to put him out of the yard, to throw a club at him. Did you ever see the boy called Jacob Marr?

A I did.

Q You saw him in the yard?

A Yes, at the upper end.



Q On this same day?

A On the same day.

Q How did he get in?

A He went in from the opening in the upper part.

Q What was he doing there?

A I don't know.

Q Did you chase him out?

A He ran out.

Q He ran away?

A Yes, sir.

Q And he ran away from you when you fired the club at Moran didn't he?

A He ran before.

Q It was when you were going toward Moran that he ran?

A He ran before I saw him too.

Q How do you know then that he ran if you didn't see him?

A He looked around. When I looked around then he started to run too.

Q The week before didn't you club the Moran boy?

A No, sir.

Q Never struck him?

A No sir.

Q Never use any violence towards him?

A No, sir.

Q Now refresh your recollection?

A That was on the 28th of August when he was in the yard, and I didn't see him afterwards.

Q Did you ever see that boy Jacob there before?

A They are jumping all the time in that lumber yard.

Q And you say that the Moran boy was the worst boy around there?

A Yes, sir.

Q He was a bad boy.

A Yes, sir.

Q Went in the yard, stole couplings, took banisters, stole anything he could lay his hands on, great large things too?

A What he can carry.

Q And you stood around all the time and saw him carry off things and you never tried to impede him, never stopped him?

A Yes, I chased him out.

Q Did you ever fire a club at him before?

A No, sir.

Q Never in your life before?

A No, sir.

Q Well I now if he stole things, stole couplings, and you saw him take things away from that yard which didn't belong to him, why didn't you have him arrested?

A I couldn't catch him.

Q You know who he was?

A Yes, sir.

Q And you say you had a detective around that yard?

A Yes, sir.

Q And you never told the detective a word about it?

A I did so.

Q Well the detective never arrested him?

A He couldn't catch him.

Q So fasta runner?

A Yes.

Q Now a great big man like you, did you think you were warranted or justified to throw a club at a little boy like him?

A If you leave them boys alone they do just what they please.

Q And your notion was to knock him down with a club.

A Yes, sir.

Q How big a club was it you had?

A It was only about that length.

Q Called a policeman's billy?

A A small billy.

Q And you carried a revolver too?

A I did.

Q And you carried a knife too?

A Yes, sir pocket-knife.

Q Who gave you authority to carry a revolver?

A That is what the judge told me from the Jefferson Market, a watchman can carry a revolver.

Q Before the judge told you that who gave you authority to carry a revolver?

The fact is that you had no license or permit to carry a revolver did you?

You say that the pay master came up and paid you on the 4th day of September?

A Yes, sir.

Q Were you in the yard all that day?

A I was.

Q Did you go out and have a drink?

**POOR QUALITY  
ORIGINAL**

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A I went home for my dinner.

Q What did you drink?

A For my dinner I had a glass of lager.

Q Do you remember on your direct examination saying to Senator Ecclesine that you never drank anything?

A At noon-time I do.

Q What time did the pay master get there that morning?

A He was there about 15 minutes after one.

Q And did you have a conversation with the pay master?

A He pays me yes, sir.

Q That is all he said?

A Yes, sir.

Q And then he went right off?

A No, he didn't go right off, he paid the rest.

Q And then what did he do?

A He went off when he was through.

Q And all that he did was to pay you?

A Yes, sir.

Q He said nothing else, that is all?

A That is all.

Q Quite sure of that?

A Yes, sir.

Q Didn't you say a little while ago that the pay master asked you if there had been any raids on the yard?

A Not the pay master; our detective.

Q What detective?

A Tracy Morris.

Q What is his name?

A Morris Tracy.

- Q And what day was it he asked you whether there had been any raids upon the yard?
- A That was upon the 4th of September.
- Q And what makes it positive in your mind that it was the 4th of September when he asked you that question?
- A On account of the pay days, the boys are about in theyard
- Q Why on pay days?
- A Because they know the watchmen are away sometime.
- Q And they have the pay days down so fine?
- A Yes, sir.
- Q They know so much about the affairs and the business of the company that they know the days on which they pay?
- A Yes, sir.
- Q How many times a month are you paid?
- A Only once.
- Q Sometimes you are paid on other days than the 4th?
- A The 5th of every month.
- Q Then were you paid on the 5th of this month?
- A On the 4th.
- Q How did they know you were to be paid on the 4th?
- A Because it was vacation and they are hanging around all the time.
- Q And they knew the day you were going to be paid. This man Luke Geogheghan, what is his business?
- A A driver.
- Q What does he drive?
- A A railroad car.
- Q He is working for the Central road too?
- A Yes, sir.

**POOR QUALITY  
ORIGINAL**

0624

Q Do you remember some trouble you had last June in that yard?

A I didn't have any trouble.

Q Do you know the men working in the lumber yard adjoining, do you know some of the men there?

A Yes, sir.

Q Do you know Daley?

A I do not.

Q Do you know McInerny?

A I do not.

Q Do you remember shooting off a loaded revolver at some boys in that yard in last June?

A I do not.

Q Do you remember any time shooting a loaded revolver?

A I did so.

Q At boys in that yard?

A No, sir.

Q At whom?

A I shoot sometimes there are so many dogs around, I shoot after them.

Q Didn't you shoot at some boys?

A No, sir, I never did.

Q Did you shoot at men?

A No, sir.

Q At any human being at all?

A No, sir.

Q Did you shoot at dogs in June?

A Anytime they come in the yard and bother me.

Q On September 4th you say there were no boys in the yard?

A No, sir.

Q You are sure of that?

A I am sure of that.

Q You said a moment ago that the boys come around there when you get paid?

A Yes, sir.

Q Weren't they there on September 4th then?

A No, sir.

Q That was the pay day they didn't come?

A There was no boy there.

Q That was a pay day they didn't come?

A Yes, sir.

Q You had this boy's father arrested?

A Yes, sir.

Q The boy's father was arrested by one of your detectives?

A Yes, sir.

Q He was arrested by an officer of your company?

A Yes, sir.

Q And not by a policeman of our city?

A No, sir.

Q The boy's father came down to see you and he charged you with assaulting his boy didn't he?

A Yes, sir.

Q And told you that you had almost broken his boy's back?

A Yes, sir.

Q And that his boy was a terrible and horrible sufferer?

A Yes, sir.

Q And you told him you didn't do it?

A I did so.

Q Then there was a man there that told you you were a brute. Isn't that so?

A I don't recollect that.

Q Don't remember something of that kind being said?

A I know he was insulting me.

Q And then you got into a scuffle with the boy's father?

A No I spoke to the other man and the boy's father hit me without my talking to him. I spoke with the two other me and the boy's father hit me without saying any word.

Q And then you took your club and clubbed his father?

A He hit me first.

Q You clubbed him didn't you?

A Yes, sir.

Q Then you went to the station house?

A Yes, sir.

Q And you preferred a charge of assault against the boy's father?

A I did.

Q And the boy's father preferred a charge against you for assaulting his son?

A Yes, sir.

Q And that matter was subsequently examined into in the police court?

A Yes, sir.

Q And the boy's father was discharged and you were held?

A Yes, sir.

Q You are still an employe in the Central road?

A Yes, sir.

Q You are working for them still?



- A Yes, sir.
- Q Who was the other man in the yard besides Luke Geogheghan
- A Tommy Green.
- Q Tommy Green works for the road too?
- A No, sir.
- Q What does he do?
- A He is unloading cars.
- Q Who pays him?
- A Mr. Affleck.
- Q Who is he?
- A A man who has charge of the storage yard.
- Q Well the man who has charge of the storage yard is employed by the road isn't he?
- A Yes, sir.
- Q So that the money that that man gets comes from the central road, he to pay Tommy Green with?
- A Yes, sir.
- Q Isn't he in the hay and straw business, this man Affleck?
- A He is not.
- Q Do you carry the revolver still that you had on that occasion when it was taken away from you?
- A Not outside.
- Q Do you carry it still?
- A No, sir.
- Q Do you carry the knife that you had still?
- A A pocket knife, a pen knife.
- Q Where is that club now?
- A I don't know where it is.
- Q Did you bring it down to court?

A I suppose it is here.

Q Where is that club?

Mr. Ecclesine: Here it is.

Q Is this the club you had on that occasion?

A Yes, sir.

Q And how long have you had this club?

A Since last spring.

Q Where did you get it from?

A I had it from my cousin.

Q Did this club ever belong to a policeman?

A No, sir.

Q Did your cousin make it for you?

A No, Mr. Miller, he turned it for him.

Q And you are quite sure this is the club you threw on  
the 28th day of August?

A Yes, sir.

Q Did the club strike the boy on that day?

A No, sir, it did not.

Q How much short of him did it fall?

A More than about 15 or 20 feet.

Q And how far was he from you?

A About 100 feet off.

Q How near were you to him when he jumped over that fence?

A That was over a hundred feet off. I couldn't gain on him

Q Did the Moran boy ever come to your yard to pick up  
chips?

A No, sir.

Q Pick up wood for fire?

A No, sir.

Q Did you ever see any boy do that?

A No, sir.

Q Are there such things as chips in your yard?

A Small pieces of wood.

Q And isn't it a fact that the families in the neighborhood pick up small pieces of wood?

A They don't pick up small pieces.

Q What do they?

A The nicest in the yard. They don't take the chips, they want to have nice wood.

Q What do you do with that nice wood, what do you do with it?

A It don't belong to me.

Q What is done with it.

A It will be turned for banisters.

BY THE COURT:

Q How many men are employed in and about that yard?

A There are only two men employed.

Q How many men are paid there on pay day?

A That is more than I can say. The whole yard comes in on pay day from all over.

Q Have they an office there?

A Yes.

Q Where do they come from?

A From the other yards, from 31st Street. In the same yard where I am there is only Mr. Geogheghan and I.

Q What time does the pay master come around to pay?

A He was there that time 15 minutes after one.

Q How long does it take him to pay off all the people?

A Until about 4 or after 4 o'clock.

Q From about a quarter past one until four?

A Yes, sir.

REDIRECT BY MR. ECCLESINE:

Q Not only the employees in that particular yard but the employees of the Central road from the immediate neighborhood all up the track and along in the other yards all come there to be paid, don't they?

A Yes, sir from 33rd Street station.

Q And from the 30th Street station?

A Yes, sir.

Q The old station where the old Hudson River cars come in?

A Yes, sir.

Q Now the knife you carried is an ordinary pocket-knife?

A Yes, sir.

Q Not a bowie knife or terrible weapon of any kind?

A No, sir.

Q The point of the fence where this boy jumped over adjoins Clark's lumber yard?

A Yes, sir.

Q And there is lumber piled up against that fence on the other side of the yard?

A Yes, sir.

Q So that it would be very easy for a boy to climb up that lumber and get to the top of the fence and jump down?

A So they do.

Q And therefore there is nothing extraordinary in a boy of that size climbing a fence 12 feet high?

A No, sir.

Q As a matter of fact he doesn't have to climb it, he can walk up on the lumber pile and jump over, is that so?

A That is it.

Q Do you work at night there in the yard as well as in the day-time?

A In the day-time. I used to work nights, now I am on in the day-time.

Q And was it when you were working nights there that you got the revolver?

A Yes, sir.

Q That is a neighborhood where there was a good deal of the company's property in your charge and where a great many people attempt to steal it, sometimes successfully and sometimes not?

A That is it.

Q And that is why you carry the revolver?

A Yes, sir.

RECROSS BY MR. MCINTYRE:

Q When did you shoot the dogs; in the day-time?

A Yes, sir.

Q Then you must have carried the revolver in the day-time?

A That is what I did before.

Q You stated in reply to your counsel that you got a revolver when you got on in the night time?

A I used to be on nights and I didn't carry a revolver and the dogs are very bad in the yard and one time even the boys fired a pistol shot at me from Clark's lumber yard.

Q Moran?

A I don't know who it was.

Q Was it Marr?

A I don't know who it was.

Q Then did you shoot back?

A No, sir I didn't have any pistol then.

BY MR. ECCLESINE:

Q It was after you had been shot at that you carried a revolver in the day-time?

A Yes, sir.

Q Previous to that you carried it at night?

BY THE SEVENTH JUROR:

A I don't know as I understand exactly the occasion of this lumber yard in regard to the railroad freight yard. The railroad freight yard takes up the whole block. How can the lumber yard adjoin it?

A The lumber yard joins right at the corner from 30th Street. Mr. Clark has a front on 30th Street and then the lumber yard joins on Clark's lumber yard and so far as the lumber goes is what is called the lumber yard, it joins right together. This is called the lumber yard and the other is called the wood yard. That is in with freight cars, no lumber there, that joins right together.

Mr. Ecclesine: The streets are not cut through there.

Q Did the boy go back the same way that he entered the yard

A No, sir he went out in the upper part.

A R T H U R   H A V I L A N D, a witness in behalf of the defend-  
ant having been duly sworn, testified -

BY MR. ECCLESINE:

Q What is your business or occupation?

A I am civil engineer by profession and in the employ of  
the New York Central Railroad.

Q Did you make a map of this yard?

A I did/

Q Is that the map that you prepared?

A Yes sir.

Q Is that drawn to a scale?

A Yes, sir, 50 feet to the inch.

Q And were the measurements made by you?

A Yes, sir, that is to say I have drawn this map, copied  
this map from a map on file in the chief engineer's  
office, and since then have made measurements to  
present it to the present circumstances.

The map is offered in evidence by Mr. Ecclesine

BY MR. McINTYRE:

Q Has there been any change in that yard before this map  
was made?

A Yes, sir it has been lately reconstructed, in the last  
two years .

Q When was the reconstruction?

A The greater part of it was done under my supervision as  
assistant engineer in charge the latter part of 1890

Q Was there any change after the 4th day of September 1891?

A None that I know of.

Q Are you positive about it?

A As far as the lumber yard is concerned no change has

taken place since I was acquainted with the yard this time last year except the extension of two tracks outside of the lumber yard.

BY MR. ECCLESINE:

Q Was this map prepared by you to show the condition of the yard in September last?

A Yes, sir.

Q And there has been no change since that?

A No, sir.

Mr. Ecclesine: Now I offer the map.

Q Now will you point out to the jury if you please, that is 12th Avenue is it?

A Yes, sir.

Q So that standing here and looking that way you are looking down toward the river?

A Yes, sir.

Q And this is 11th Avenue here?

A Yes, sir, and this is 12th.

Q And this is the south side?

A Yes, sir.

Q I notice you have marked 30th Street as having been cut through. Is that a matter of fact or is there lumber outside of the yard?

A There is nothing to mark 30th Street except the brick building here and lumber yard and the rest of the place is covered with piles of lumber.

Q And these yards of the company run from 30th up how far?

A To 32nd Street.



Q Continuously one after the other

A 33rd, yes, sir, continuously.

Q What do these marks indicate in yellow?

A The freight tracks.

Q Of the yard?

A Of the freight yard, yes, sir.

Q And what do these marks here?

A These brown streaks represent the portions of the yard which are paved, and the bare places which are marked piles of lumber, piles of lumber, piles of lumber, are such parts of the yard occupied by piles of lumber in connection with the three tracks and the paved ways all of which constitute the lumber yard of the railroad company.

Q And the lumber yard of Clark -

A Is next south of that.

Q And adjoining the railroad?

A Yes, sir, between 30th Street and the railroad.

Q That is to say they are occupying what is legally 30th Street?

A They may to a certain extent on the north sidewalk of 30th Street but there is 31 and one-half feet of the block from 30th Street to the yard which is occupied by Clark's lumber yard.

BY THE COURT:

Q Is 30th Street open as a thoroughfare?

A Yes, sir.

BY MR. ECCLESINE:

Q This lumber is piled up on the sidewalk against the

**POOR QUALITY  
ORIGINAL**

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company's fence?

- A The company's fence is 30 and one-half feet north of the theoretical line of 30th Street, and Clark's lumber yard adjoins the company's property, and there are piles of lumber in the yard, piled against the fence. On the other side of the fence is a paved way to the company's lumber.
- Q This only shows the yard between 30th and 31st Streets?
- A Between 30th and 32nd. It shows the two new freight sheds on the south side of 32nd Street and all the tracks between the freight sheds and 30th Street.
- Q Then there are other yards north of that and other employees there of the company?
- A Yes, sir.
- Q And do you know as a matter of fact whether it is the habit of all the employees to come to this particular yard on pay day?
- A I have no knowledge of that.
- Q The north fence of the company's freight yard does not go right up to the line of 30th Street?
- A That is the south fence of the company's property. It is 30 and a half feet north of the north line of 30th Street.
- Q And that 30 and a half feet is Clark's lumber yard?
- A Yes, sir.
- Q And in addition to that it extends over the sidewalk a little in some points where the lumber is piled up?
- A Yes, sir.
- Q The center point of that yard as shown on that diagram is

~~to~~ 1/4

**POOR QUALITY  
ORIGINAL**

0637

occupied by tracks?

A Yes, sir.

Q That is for the accomodation of trains that are constantly moving in and out and switching and so on?

A It is for the making up of the freight trains.

Q And the portion of the yard occupied by the lumber and the wood is to the south of the yard and between that and Clark's yard immediately adjoining 30th Street?

BY THE COURT:

Q Is Clark's yard enclosed altogether?

A No, sir, the only fence is for a distance of probably 450 or 500 feet along its north side.

BY MR. ECCLESINE:

Q That is the fence that separates yours from Clark's?

A Yes, sir.

Q But there is no fence separating Clark's from 30th Street

A None.

CROSS EXAMINATION BY MR. McINTYRE:

Q On the fence forming the southerly line of the company's yards there is considerable lumber piled up outside?

A On the south side of it yes sir.

Q And as I understand you the fence sets back about 30 and a half feet from the street line?

A Yes, sir.

Q Does that lumber run continuous with the fence?

A Not continuous with the fence, no, sir. For a distance of 250 feet where they have an office building two stories high the lumber is piled continuous with the street.

West of that office I have noticed that the majority of

**POOR QUALITY  
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0638

piles are piled transverse of the lot so that the ends of the boards would be against the fence.

Q And what is the height of the company's fence, the southerly fence?

A It is approximately 12 feet.

Q Built of wood or stone?

A Wood.

Q Now on the inside of the fence, on the northerly side of that southerly fence, what is that?

A A paved wagon way.

Q And is there lumber piled up on the east side belong to the company?

A No, sir.

Q Or on the northerly side of the fence?

A No, sir, always kept open.

Q So that a person could get over that fence would have to climb up on the outside of the lumber, come across the lumber pile and then jump down over the fence?

A Yes, sir.

Q Now what is the height of the lumber that is piled up?

A There are many piles considerably higher than the fence.

Q A great deal higher?

A No, considerably.

Q Don't they run up 20 to 25 feet?

A Yes.

Q And isn't that the average height?

A No, sir there are many lower and several not near as high as the fence.

Q Well is there any pile that you can call to mind now that is level with the top of the fence?

**POOR QUALITY  
ORIGINAL**

0639

A No, I can't recall any.

Q There is an opening on the easterly side of the yard  
through which the employees go and the cars enter?

A Yes, there is no fencing on the west side.

Q It is a complete opening?

A Yes, sir.

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ORIGINAL

0640

LUKE G E O G H E G H A N, a witness in behalf of defendant  
having been duly sworn, testified -

BY MR. ECCLESINE:

Q Where do you live?

A 10th Avenue.

Q What number?

A 331.

Q And that is between what streets?

A 29th and 30th.

Q And what is your employment?

A Cart driver.

Q Working for the railroad company?

A Yes, sir.

Q Under a Mr. Hoyt?

A Yes, sir.

Q Do you remember being in the yard of the company immediately north of Clark's yard between 30th and 31st Streets on the 28th day of August last?

A Yes, sir.

Q You drove in there in the course of your usual employment

A Yes, sir.

Q Drove in to load some stuff on your cart?

A To unload it.

Q Do you remember getting down off your cart?

A Yes, sir.

Q You had occasion for some reason to do that?

A Yes, sir.

Q Making water was it?

A Yes, sir.

POOR QUALITY  
ORIGINAL

0641

Q And while you were thus employed did you see Oberle?

A Yes, sir.

Q Talk to him?

A Yes, sir.

Q Passed some remarks, and then what occurred?

A A boy came over the fence.

Q Over what fence; the fence between the company's yard  
and Clark's yard?

A Yes, sir.

Q Jumped down into the yard, did he?

A Yes, sir slid down or jumped down.

Q And what did Oberle do then?

A He followed him.

Q Started in to chase him?

A Yes.

Q Did the boy run?

A Yes, sir.

Q And Oberle ran after him?

A Yes, sir.

Q What did Oberle do then?

A He threw his club at him.

Q Did it hit him?

A I couldn't tell, I couldn't say whether it did or not.

Q What did Oberle do then?

A He went up to his club and took it up.

Q What did he do then?

A Came back.

Q He didn't catch the boy?

A No.

Q The boy escaped and ran out of the yard?

**POOR QUALITY  
ORIGINAL**

0642

A Yes, sir.

Q There was no clubbing or beating of the boy by Oberle?

A No, sir.

Q And was there anyone else there at the time?

A There was a man passing at the same time.

Q A man named Green?

A I couldn't tell you his name at that time.

Q You didn't know his name at that time?

A No, a stranger to me.

Q Do you remember having twitted Oberle at the time with not being able to run fast enough to catch the boy?

A Oberle couldn't catch him.

Q Did you say that to him at the time?

A I didn't say anything.

Q Wasn't there some such remark passed that they made fun of Oberle not catching the boy?

A They said they thought he was getting stiff.

Q Getting stiff in the joints?

A Yes, sir.

**CROSS EXAMINATION BY MR. MCINTYRE:**

Q Were you in that yard on the 4th of September?

A Yes.

Q All day?

A The biggest part of it.

Q Were you there at three o'clock in the afternoon?

A Yes sir.

Q Did you see any trouble there?

A No.

Q None at all?

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ORIGINAL**

0643

A No.

Q What time was it this boy jumped over the fence on the 28th day of August?

A I couldn't tell you exactly.

Q Was it morning, noon or night?

A In the afternoon.

Q How do you know it was the 28th day of August?

A Pay day come on the 4th.

Q And that is the reason you know it was the 28th?

A Yes.

Q Now how many days was the 28th before pay day?

A It was eight days. One came on Friday and the other on -

Q And what was it that fixed it in your mind that this occurred on the 28th?

A I tell you what fixed it on my mind, on account of Friday the case happened, Friday being pay day.

Q What case happened on Friday.

A The boy after being taken, the arrest took place.

Q Do you know when he was arrested?

A I heard about it at the time.

Q Didn't you hear to-day it was the 11th of September?

A Yes, sir.

Q And that is what fixes it in your mind that it was the 28th of August because the man was arrested on the 11th?

Mr. Ecclesine: He has not said that.

Q You work for this company?

A Yes, sir.

Q And you were subpoenaed to come down here?

A Yes, sir.

Q They asked you what you could testify to?

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**POOR QUALITY  
ORIGINAL**

0644

A Yes, sir.

Q Oberle asked you to come down and testify for him?

A No.

Q Oberle never said a word?

A No.

Q Did Oberle know you saw him throw the club at the boy?

A I didn't see him club him.

Q You didn't see him throw the club?

A I saw him throw the club but I didn't see him club him.

Q How did Oberle know you saw him; did you say anything to Oberle?

A No.

Q Didn't say a word to him?

A Talked nothing about the affair at all.

Q But you simply saw Oberle throw a club and you went off about your business?

A Yes.

Q And you didn't say a word to Oberle?

A We were talking about other things after he came back.

Q What were you talking about?

A Warm weather and such things as that.

Q You made no reference to the club?

A No.

Q Didn't say a word?

A Not a word.

Q Talked about other things?

A Yes.

Q What did you say a little while ago for that when Oberle came back you twitted him?

**POOR QUALITY  
ORIGINAL**

0645

A That was about the race, but not about the club.

Q Did you ever see this boy Moran in that yard?

A No.

Q Did you ever see any boys gathering chips there?

A I see a good many boys.

Q Picking up chips?

A

Mr. Ecclesine: At what time?

Q Any time.

Objection overruled. Exception.

Q Did you?

A Well yes pick up chips because if they get a chance they take anything they could get hold of.

Q Did you ever see the Moran boy take anything there?

A I didn't know him.

Q You didn't know what boy it was jumped over the fence?

A I couldn't tell.

Q Did you see another boy in the yard that day?

A Yes.

Q Who was he?

A I couldn't tell.

Q What became of him?

A He went out.

Q He ran away?

A Yes.

Q Did Oberle chase him?

A No.

Q Did you see the boy jump over the fence?

A Yes.

Q Did he jump or slide?

**POOR QUALITY  
ORIGINAL**

0646

A He slid. There was lumber on the other side.

Q He got hold of one of the posts that support the fence, didn't he?

A Yes.

Q And he slid down, he put his legs around this post and slid down to the ground?

A I don't know how he got down only he came down.

Q You say you saw him?

A Yes, I saw him.

Q And you say you saw him come over that fence?

A Yes, sir.

Q You say you saw him land on the ground?

A Yes, sir.

Q How did he get on the ground?

A He slid right down, that was all I know.

Q After the boy got on the ground you didn't see him do anything did you?

A No.

Q Just as soon as he got on the ground this man took his club and hurled it at him?

A No.

Q What did he do?

A He ran a little way after him.

Q Before he fired it?

A Yes, sir.

Q The boy hadn't done anything?

A Not that I know of.

Q And you saw no reason why that club should be thrown?

A Only for coming across.

**POOR QUALITY  
ORIGINAL**

0647

Q Was the boy standing on a lumber pile on the southerly side of the fence when you first saw him?

A I saw him on the rails on the fence.

Q You know that there is lumber on the southerly side of this fence?

A Yes.

Q And is that lumber above the fence, above the level of the fence?

A Just about level.

Q All along the line?

A Some places higher and some lower.

Q Was this boy on a pile of lumber that was level with the fence?

A I didn't see him on a pile of lumber.

Q All that you saw him doing was sliding down one of the posts that support the fence?

A There is no post.

Q On what did he slide?

A I suppose he run down the boards some, got down as best he could.

Q He slid on something?

A I don't know.

Q Will you positively swear that Moran and Marr were not in the yard at 3 o'clock on September 4th?

A Yes.

Q You will swear to that positively?

A I don't know.

Q Did you see everybody in the yard that day?

A I did not, I was only a part of the time there, I wouldn't

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**POOR QUALITY  
ORIGINAL**

0648

swear to that because I couldn't.

Q Did you ever see the defendant at the bar here having difficulties with boys in that yard?

A Yes.

Q And you saw him club boys in that yard?

A No.

Q Did you ever see him throw a club at any other boy?

A Not any other boy.

Q Did you ever see him threat any boys in that yard with any degree of violence?

A He has chased them out.

Q Kicked them?

A I never saw him kick a boy.

Q See him use any violence to a boy at all?

A Never see him use any violence.

Q Were you working there a year ago last June?

A Yes.

Q And last June?

A Yes, sir.

Q Did you see any shooting affray there?

A No.

Q Did you see him shoot at some boys in the yard?

A No.

Q Did you ever see him shoot dogs?

A No.

Q Never heard of it?

A Heard talk about shooting at dogs, two dogs that started to eat him up, and he chased them out.

Q Then the dogs didn't try to eat him up?

**POOR QUALITY  
ORIGINAL**

0649

- Q Then the dogs didn't try to eat him up?
- A No he made a shot at them. I heard that.
- Q Did you ever hear him shoot at any other dog but the two dogs that tried to eat him up?
- A No.
- Q Did you ever hear of his using a revolver at all around this yard?
- A That is the only case I heard of.
- Q Well wasn't he regarded around there as a man of violent temper; pretty hasty wasn't he?
- A I thought not.
- Q Didn't you ever have any trouble with him?
- A No.
- Q Any other of the men in the yard?
- A Not that I know of.
- Q Didn't you think he was hasty when he threw a club at a boy for sliding down the fence?
- A I expected it was to scare him.
- Q You thought it was to scare him?
- A Yes.
- Q What made the other boy run away?
- A I suppose for fear he would be caught.
- Q Now how far was the place that the boy slid down from the opening on 11th Avenue?
- A It was better than half ways from 11th Avenue.
- Q How many feet; approximate it; was it in the middle of the block?
- A More than that, it was nearer to 12th.
- Q Did you hear Oberle say it was about 125 feet to-day?

**POOR QUALITY  
ORIGINAL**

0650

Mr. Ecclesine: No nor anybody else.

Q Don't you know that those blocks over there are about 300 feet in length?

A Yes, but the 12th Avenue is not finished.

Q Don't you know those blocks run from 832 to 932 feet?

A There are lots down there filling up, we call that a block.

Q Doesn't this yard go clear through?

A You know there are lots around filling up that I used to dump stuff in, they don't call that anything at all, filling ground, and then the fence comes along side and runs to 11th Avenue.

Adjourned to Friday January 8th, 1891 at  
11 o'clock.



THOMAS GREEN, sworn and examined.

Counsel.  
By ~~Mr. McIntyre~~. Q. Mr. Green, where do you live?

A. No. 442 West 28th Street.

Q. Who were you working for? A. Mr. Affleck, and a few more men that handle lumber.

Q. What? A. Men that discharges lumber up in the storage yard.

Q. Mr. Affleck is a lumber dealer? A. Yes sir.

The Court adjourned.

Friday, January 8th, 1892.

THOMAS H. GREEN recalled.

By Counsel. Q. Your name is Thomas H. Green? A. Yes sir.

Q. Where do you reside? A. No. 442 West 28th Street.

Q. What have you been doing for a living? A. Handling lumber.

Q. Working for whom? A. Mr. Affleck.

Q. Is he a lumber dealer? A. No sir, he keeps a storage yard.

Q. Is a storage man? A. Yes sir.

Q. A storage house for lumber? A. No sir, a yard.

Q. You have been working for him handling lumber?

A. Yes sir.

Q. Where is this storage yard, Mr. Affleck? A. Between 30th and 31st Streets from 11th to 12th Avenue.

Q. What is the name of the people who own the yard on the south side of Affleck's yard? A. Crane & Clark.

Q. Do you know Joseph Oberle, the defendant at the bar?

A. Yes sir.

Q. How long have you known him? A. About two and a half years.

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**POOR QUALITY  
ORIGINAL**

0652

Q. Where were you on the afternoon of the 28th of August last?

A. I was about in the middle of the track unloading a car.

Q. That is in this yard of the Company's? A. Yes sir.

Q. Between 30th and 31st Streets and 11th and 12th Avenues?

A. Yes sir.

Q. Now is there any circumstance that enables you to determine the time, do you remember anything about oysters or anything of that kind?

A. Yes sir.

Q. What was it? A. I had a conversation with the party about that time, about the first of September.

Q. That was about getting some oysters? A. Yes sir.

Q. And it was before that conversation that you were in this yard, three or four days before it? A. Yes sir.

Q. Had Oberle been sick previous to this time? A. Yes sir.

Q. For how long? A. I could not positively say, he was away quite a while.

Q. Was he sick for a week or two? A. Yes sir, over that.

Q. There was someone else in his place while he was away sick?

A. Yes sir.

Q. He was an Italian? A. Yes sir.

Q. Now on this afternoon you say that you were in one of the cars on the south track, is that it? A. Yes sir.

Q. There being three tracks running east and west in that yard, the south track, the north track and the middle track?

A. Yes sir.

Q. What were you doing there? A. Passing lumber out.

Q. Passing out lumber to someone outside? A. Yes sir.

- Q. Now did you see that boy on this day? A. I seen a boy,  
I could not identify the boy.
- Q. What did you see? A. I heard a loud clatter on the  
paving stones and I looked out of the door and Joseph Oberle  
was just passing the door.
- Q. He was passing the door? A. Yes sir, running.
- Q. Was he running after anyone? A. Yes, a boy was  
about two or three cars ahead of him.
- Q. And the boy was running too? A. Yes sir.
- Q. What else did you see? A. I did not see any further  
for I went to my work.
- Q. Did Oberle catch the boy? A. Not to my knowledge.
- Q. Did not he come back shortly after, puffing? A. Yes sir.
- Q. Did you say anything to him about his failure to catch the  
boy? A. I told him he could not run fast enough to  
keep himself warm; he told me he did not catch him.
- Q. Did you see the boy until he got out of the yard?  
A. I seen him two or three cars away from him when I  
looked out going out of the yard towards 11th Avenue.
- Q. And then you saw him no more? A. No more.
- Q. It was immediately after that that Joe Oberle came back  
puffing as you say, and that you spoke to him about not being  
able to run fast enough to keep himself warm, is that so?  
A. In the course of five or ten minutes.

CROSS EXAMINED.

- By Mr. McIntyre: You do not know who the boy was that you saw  
running through the yard? A. No sir, his back was to-  
wards me in running.
- Q. You did not see any boys jump over the fence?  
A. No sir.

- Q. Nor did you see anybody jump over the 30th Street fence?  
A. No sir.
- Q. Did you see any other boy pass the entrance on 11th Avenue side of the yard?  
A. No sir, I only seen the one running.
- Q. Did you see Oberle throw a club?  
A. No sir.
- Q. Did you see a club in his hand?  
A. He had a club in his hand.
- Q. You saw the club in his hand while he was running, is that so  
A. Yes sir.
- Q. Did you hear the sound of a club strike on the paving stones?  
A. No sir.
- Q. How long did you see Oberle running?  
A. I do not suppose I looked at him two seconds.
- Q. Three or four seconds?  
A. Yes sir.
- Q. About how far did he run after the boy?  
A. I could not say, I happened to be on the other side of the car.
- Q. Now during the whole time that you saw him pursuing the boy he held his club in his hand?  
A. Yes sir.
- Q. And he did not throw it at all?  
A. No sir, not to my knowledge.
- Q. How long have you known Oberle?  
A. About between two and two and a half years.
- Q. Have you seen him get into a difficulty in that yard with boys before the time that you speak of?  
A. I seen him driving boys out.
- Q. Did you ever see him throw a club at boys?  
A. No sir.
- Q. Did you ever see him beat boys with a club?  
A. No sir.
- Q. Did you hear of a shooting scrape in June last?  
A. No sir.

**POOR QUALITY  
ORIGINAL**

0655

- Q. Did you hear of his shooting at boys with a loaded revolver?  
A. No sir.
- Q. You are employed by the Company, aren't you? A. No sir.
- Q. You are employed by Mr. Affleck? A. Yes sir.
- Q. Mr. Affleck is connected in some way with the Company?  
A. I could not say.
- Q. You know you load the cars in there? A. The cars is there.
- Q. What has Affleck got to do with the cars? A. He leases the yard I believe.
- Q. And he leases that yard from the Company, does he not?  
A. Yes sir.
- Q. Did you ever see Willie Moran? A. No sir.
- Q. You never saw him in that yard at all? A. I might have seen him but I did not know him.
- Q. You saw a great many boys come around that yard?  
A. Yes sir.
- Q. You saw Willie Moran here on the stand yesterday?  
A. Yes sir.
- Q. Did you recognize him? A. No sir.
- Q. You do not remember ever having seen him in the yard?  
A. No sir, not to my knowledge.
- Q. You have seen a great many boys in that yard? A. Yes sir.
- Q. Do you call to mind the faces of some of the boys that you saw there? A. No sir, I could not.
- Q. You are not prepared to say that Willie Moran was about the worst boy that ever came around that yard, are you?  
A. No sir.
- Q. Did you ever see Jacob Marr? A. No sir.

**POOR QUALITY  
ORIGINAL**

0656

- Q. Don't you know Jacob Marr? A. Not to my knowledge, I do not know him by name.
- Q. You saw him here yesterday? A. I was not here yesterday.
- Q. You were not here when he was on the stand? A. I do not think I was, I might have been outside.
- Q. Don't you know as matter of fact that on August 28th the day that you state that you saw Oberle chasing the boy, that he was chasing Jacob Marr on that day? AL No sir.
- Q. Jacob Marr was the boy after whom he threw the club?
- A. I could not say who it was, he was sixty feet in front running.
- Q. You positively say that you cannot say who that boy was?
- A. Yes sir, that is what I say.
- Q. How do you know it was the 28th day of August?
- A. I will tell you the reason, it was the only day that I worked that month in that yard.
- Q. The only day that you worked? A. Yes sir, I worked other places.
- Q. From the first of August down to the 28th you worked in other places? A. Yes sir, along the river.
- Q. After the 28th you worked elsewhere and the 28th was the only day that you worked there? in August? A. Yes sir.
- Q. What time of day was it? A. It was around three o'clock more or less.
- Q. Three o'clock in the afternoon? A. Yes sir.
- Q. Was it between three and four? A. It may be after and it may be before.
- Q. Not much after and not much before? A. I do not know, I could not say, I did not take no knowledge of time.

**POOR QUALITY  
ORIGINAL**

0657

- Q. When did you hear of the boy's arrest? A. The 11th of September, I believe.
- Q. Did you go to the Police Court when he was arrested?  
A. No sir.
- Q. When this case was before the Police Court did you go there to testify to that which you have testified here to-day?  
A. No.
- Q. Did you so testify? A. NO.
- Q. What caused you to inform Oberle that you saw him chasing the boy on the 28th day of August? A. I did not inform him at all.
- Q. Who did you tell about it? A. I spoke about it in the yard to other men, that is how he heard it.
- Q. How is it that you observed this particular case and you can't remember whether you saw him chasing other boys although you saw boys around? A. I have seen him chase boys and run after him.
- Q. There was nothing unusual about this case of the 28th of August A. No sir, I just looked out, came to see what was the matter.
- Q. There was nothing unusual about it? A. Yes sir.
- Q. You saw him chase boys on other occasions? A. Yes sir.
- Q. Can you give me the date of any other occasion you saw him chase a boy? A. No sir.
- Q. You can't say whether you saw him chase a boy on the 10th day of July? A. No sir.
- Q. You can't say you saw him chase a boy on the 15th of July or on any day in June? A. No sir.
- Q. But you can come here and swear that you saw him chase a boy on the 28th day of August? A. Yes sir.
- By Counsel. Q. You can swear to that because you remember it and for the reasons that you have stated? A. Yes sir.

EDWARD E. WHITEBECK sworn and examined.

By Counsel. Q. What is your employment? A. Agent for the New York Central Railroad at the 33rd Street station.

Q. Do you know Joseph Oberle, the defendant at the bar?

A. I do.

Q. You were the man that employed him I think? A. I was, sir.

Q. And from the time that he was employed by you for the Company until the present time you have seen him very frequently?

A. Yes sir.

Q. You have known him well? A. Yes sir.

Q. What is his character, do you know? for peacefulness and quietness? A. Good.

Q. And his temper, what have you to say about that, is he a quick tempered man or rather phlegmatic?

A. I never considered him so.

Q. You never saw anything that would lead you to suppose that?

A. No sir.

Q. Has he been faithful in the discharge of his duties?

A. Yes sir, very faithful.

Q. As to sobriety, was he a sober man. A. Yes sir, always considered him so.

Q. As to honesty and truthfulness, what have you to say as to that? A. It is good.

Q. Do you remember what day of the month pay day was last September? A. Yes sir, on the 4th of September.

Q. Where were the men paid off on that day? A. They were paid off down stairs under the main office of the station.

Q. In what yard? A. That would be about 32nd Street and 11th Avenue it is located.



POOR QUALITY  
ORIGINAL

0659

Q. Was it not the yard that immediately adjoins Clark's lumber yard?  
A. No sir, the building is located about---

Q. I am not asking you about the building, was not that the yard in which the men were paid off?  
A. No sir, they were not paid off in the lumber yard, they were paid off down stairs under the main office.

Q. And was Oberle paid off that day?  
A. He was, sir.

Q. Were you present?  
A. I was.

Q. And saw him there?  
A. Yes sir.

Q. Did you see any disturbance in the yard on that day?

A. I did not.

Q. About how many men are there on your pay roll?

A. About three hundred.

Q. And they all come there to be paid off?  
A. Most of them, yes sir.

Q. When you say most of them, about how many of them?

A. I should say probably there may be fifteen or twenty that is on the road that cannot go there, that go to the Grand Central Depot and get their money.

Q. With the exception of fifteen or twenty the rest of the three hundred are all paid off there?  
A. Yes sir, all paid off there.

Q. That is what occurred on this 4th of September?

A. Yes sir.

Q. There were that number of men paid off?  
A. Yes sir.

Q. Do you remember how long Oberle has been in the employ of the Company?  
A. In the neighborhood of three years.

CROSS EXAMINED.

By Mr. McIntyre. Q. You have not had occasion to see Oberle every day?  
A. Yes sir, most every day.

**POOR QUALITY  
ORIGINAL**

0660

- Q. Where is your office? A. My office is located at 32nd Street and 11th Avenue.
- Q. I think you said the 33rd Street station? A. It is 33rd Street Station, that is what it is called.
- Q. Is your office at 32nd or 33rd Street? A. #2nd Street and 11th Avenue.
- Q. Oberle's duties are performed on 31st Street, are they not? A. Yes, in the lumber yard on 11th Avenue.
- Q. That lumber yard is separate from your office? A. Yes sir, separated from the office.
- Q. Your duties require your presence in the office all the time? A. No sir.
- Q. Are not you in that office as matter of fact, all the time? A. No sir.
- Q. Do you go about the yard? A. I have to go about the yard from one to three times a day.
- Q. Do you pay off on the 4th day of every month? A. No, we do not pay off on the 4th of every month but we paid off the 4th on that month.
- Q. What is the day you pay off? A. It is generally on the 4th of the month unless Sunday or a holiday intervenes and it comes on the 5th, otherwise it is on the 4th of the month.
- Q. Did you hear Oberle state yesterday that the usual day for paying was the 5th? A. No, I did not.
- Q. Did you make any inquiries on that day about any raids, did you ask Oberle if they had not been raiding the place on that day? A. No sir.
- Q. You said nothing to anybody about raids on the place on the 4th of September? A. No sir, not that I know of.

- Q. Did you see Oberle on the 4th of September? A. I did.
- Q. Where? A. At the paymaster's office.
- Q. What time was that? A. That was probably about I should say in the neighborhood of a quarter past one.
- Q. Did you ever see Oberle with a club? A. I have, sometimes he would have a club and sometimes he would not have a club.
- Q. Did you see him with a club in the daytime ?
- A. I have, yes.
- Q. How many others were there doing the same duty as Oberle?
- A. In the same yard?
- Q. Yes? A. No one else.
- Q. You had detectives about that place? A. We had detectives around the station, yes sir.
- Q. Around the station all the time? A. Yes. we have one we call a special officer.
- Q. What was the real necessity of carrying a club in the daytime?
- A. A man needs a club around there in the daytime.
- Q. Why does he need a club? A. Because there are so many bad characters around that neighborhood.
- Q. Did you ever hear of anybody having a scuffle with anybody in the yard?
- A. No sir, never did.
- Q. During the whole time you have never known him to have any difficulty with anybody?
- A. No sir.
- Q. Why did you say it was necessary to carry a club?
- A. Because there are so many bad characters around there.
- Q. He was never attacked? A. No, I do not know if he has ever been attacked; it is a bad neighborhood around

there and there is bad characters around there.

Q. And that is the only reason you assign, simply because there are bad characters about there?

A. Yes sir, I think it is necessary for a man to have a club there.

Q. Your yard has not suffered very much by reason of these bad characters?

A. Because we have men there who generally attend to their duties, that is the reason.

Q. If their duty is attended to together with the assistance which you get from the detective and from the police force you cannot give me any good reason why a man should parade in the daytime with a club in his hand?

A. It is necessary for a man to have it there because of the bad characters around there.

Q. Although you have never lost anything you are of the opinion that he ought to walk around with a big club, were you there in that yard on the 28th day of August?

A. I think I was, I do not remember being absent.

Q. I suppose you saw this boy jump over the fence?

A. I did not, no sir.

Q. Do you remember what day of the week the 28th of August fell upon?

A. No, I do not remember.

Q. Did you ever hear of a shooting scrape there in that yard in June?

A. No sir, I did not.

Q. Did you ever hear of Oberle shooting dogs around there?

A. I did not.

Q. You never heard of his shooting a dog?

A. No sir.

Q. Nobody ever told you that?

A. No sir.

Q. You have got a dog house in that yard?

A. We have got no dog house.

Q. Are there not two dogs there belonging to the Company?

**POOR QUALITY  
ORIGINAL**

0663

A. No sir; there is not.

Q. The dogs that go about that place, do you know to whom they belong?

A. I do not know, I do not know anything about them, I have seen dogs around there.

Q. Did you ever hear of Oberle's shooting them? A. No sir.

Q. Oberle carries a revolver? A. That I do not know.

Q. You do not know? A. No sir.

Q. You do not suppose he carries a revolver for the purpose of shooting dogs? A. I do not know anything about that.

Q. The dogs do not do any damage or injury to your property about there? A. Not that I know of, we have not got any dogs around there.

Q. Now did you make an investigation into this case when you heard of Oberle's arrest? A. I did not, I was away at the time, and did not return for some time afterwards, then the case was in the hands of Mr. Loomis and I did not take any further action in it.

Q. Do you know who has worked up the defence in this case, I do not mean the Counsel. I mean persons outside of the Counsel?

A. No sir.

Q. You do not know who has taken an interest in it and got the witnesses together? A. No sir.

By Counsel. Q. By the way, do you know what Mr. Affleck's connection with the yard is?

A. Mr. Affleck has a lumber storage yard.

Q. Which he leases from the Company? A. Yes sir.

Q. He is in no sense an employee of the Company, is he?

A. Not at all, no sir.

Q. He simply leases that part of the yard for the storage of his lumber?

A. That is it, sir.

ALBERT J. FEKINS, sworn and examined.

By Counsel. Q. What is your occupation? A. I am delivery clerk in the lumber yard for the Hudson River Railroad.

Q. In this yard that we have been discussing? A. Yes sir.

Q. The yard between 30th and 31st Streets and 11th and 12th Avenues? A. Yes sir.

Q. You have an office in that yard, have you? A. Yes sir.

Q. Do you know Oberle, the defendant at the bar? A. I do.

Q. You have seen him frequently? A. I see him every day, every half hour probably through the day, he is near me all the time, every few moments.

Q. He is working in the yard in which your office is situated? A. Yes sir.

Q. You have had opportunities for seeing him from the time he has been employed in the yard some two or three years?

A. Yes sir.

Q. Do you know what his character is for peacefulness and quietness? A. I never have heard anything against it until the present case.

Q. Do you know yourself whether he is a man of quiet disposition or a hot-tempered, bad-tempered man? A. I never saw him hot-tempered or show any bad disposition to my knowledge.

Q. You never heard of his being engaged in any scrapes or shooting matches? A. I did not, no sir.

Q. Were you there on the 4th day of last September?

A. I think that I was, yes.

Q. That was pay day, was it not? A. I think it was.

Q. Were you there in the yard all day? A. Yes sir.

- Q. Did you see Oberle there that day? A. Yes sir.
- Q. Did you see him club any boy? A. No sir.
- Q. Did you hear of any such occurrence having taken place that day? A. I did not.
- Q. Do you think not, or do you know not? A. I did not hear anything of that kind.
- Q. You did not hear it? A. No sir.
- Q. Did you hear of any trouble whatever in that yard as having taken place on the 4th day of September? A. I did not, not at that time.
- Q. You saw Oberle there during the day both in the morning and afternoon, didn't you, at frequent intervals of about half an hour or so? A. Yes sir, sometimes I would see him every ten minutes, I might not see him in half an hour as he would go up and down the yard; that is his business to go up and down the gangways of the yard.
- Q. That yard from time to time has been raided by boys in the neighborhood and trifles stolen from it, has there not? A. There used to be a great many boys there and are still, numbers of them coming in from time to time.
- Q. And it has been found necessary by the Company to protect the property under their charge, to employ watchmen to guard it? A. Yes sir, I should think so if it was my property.

CROSS EXAMINED by Mr. McIntyre.

- Q. Do you know whether you were there on the 4th day of September? A. I was there on the 4th of September, yes .
- Q. You are positive of that? A. Yes sir.
- Q. Were you there all day? A. Yes sir.
- Q. You said a little while ago ---- this is your language, I

took it down - ----- I think I was there on the 4th day of September"?

A. I am positive I was there on the 4th day of September.

Q. How is it you can state positively that you were there on the 4th of September?

A. I have not been away from the yard, I have been there ten years and I have not been away ten days only on vacation in that time.

Q. What was your position?

A. I am delivery clerk.

Q. Where is your office?

A. It is between 30th and 31st Streets on what we call the middle of the gangway yard.

Q. Do your duties require you to be all about that yard?

A. More or less. yes sir.

Q. Were you there between three and four o'clock on that day?

A. I could not swear that I was in the yard, I might have been up in the office, I sometimes have to go up into the office, I was about my business for the Company, I might have been up in the freight office where I have to go quite frequently through the day.

Q. Were you there on the 28th of August?

A. Yes sir.

Q. Are you sure about it?

A. Yes sir.

Q. Were you down in the yard to and fro?

A. I cannot tell you.

Q. Any time in the afternoon that you can call to mind?

A. Most of the day I was there.

Q. Did you see a boy jump over the fence?

A. I did not.

Q. Did you hear a boy down at the 11th Avenue entrance run away?

A. No sir.

Q. You did not see anything of that?

A. No sir, only I see every day boys running around there but I saw nothing unusual.



By Counsel. Q. You know that the 4th day of last September was pay day, don't you? A. Yes sir.

Q. You were there present on pay day? A. Yes sir.

FRANK B. AFFLECK, sworn and examined.

By Counsel. Q. Mr. Affleck, what is your business?

A. I am manager for my father in the storage of lumber.

Q. Your father leases part of the yard for the purpose of storing his lumber there from the Central Road?

A. Yes sir, the New York Central.

Q. That is the yard between 30th and 31st Streets?

A. Yes sir.

Q. You are engaged in business with your father? A. Yes sir.

Q. Does that necessitate your being a good deal in that yard?

A. Yes sir.

Q. You are there every day? A. Every day.

Q. You have charge of the warehouse in that yard, haven't you?

A. There is no warehouse, the lumber is unloaded right onto the yard, the open yard and I have charge of that.

Q. Do you know Joseph Oberle, the defendant at the bar?

A. Yes sir.

Q. How long have you known him? A. About two years, I think.

Q. Ever since he has been in that yard? A. Yes sir.

Q. Do you see him every day? A. Yes sir.

Q. Do you know what his character is for peacefulness and quietness? A. I think he is a very peaceful and a quiet man.

- Q. You never knew or heard of his being engaged in any rows or squabbles? A. No sir, with the exception of one time on the avenue where a man kicked him, I saw the man do it, that is the only time that I ever heard of him.
- Q. Was that on the 11th of September? A. No sir, that was over a year ago.
- Q. A man kicked him on the Avenue and he protected himself, is that it? A. Yes sir.
- Q. He did not shoot or club the man? A. No sir.
- Q. He simply resisted an assault? A. Yes sir.
- Q. And that is the only occasion during the three years that you ever heard of his having any trouble? A. With the exception of the 11th of September, I saw Moran that time.
- Q. I am coming to that, is he a man hot-tempered or phlegmatic in disposition? A. I should say phlegmatic.
- Q. Not easily excited to anger? A. No sir.
- Q. Is he a sober and industrious man? A. Yes sir.
- Q. Around at his work? A. All the time.
- Q. And what have you to say as to his truthfulness, do you know?
- A. I have always considered him to be one of the best of men that has ever been around there for attending to his duties and telling the truth, a good reliable man.
- Q. You are not an employee of the Central Road? A. No sir.
- Q. Nor your father? A. No sir.
- Q. The 11th of September did you see Moran come down to Oberle on that day? A. On that day I saw Moran and Oberle just as they were being separated from the scuffle where Moran struck Oberle in the mouth.
- Q. Was Oberle bleeding? A. Yes sir.
- Q. Was Moran injured in any way? A. Not that I could see.

Q. He was not bleeding nor cut? A. No sir.

Q. Did Oberle have him arrested on that occasion?

A. Yes sir.

By the Court. Q. That is the complainant's father?

A. Yes sir, the old man.

By Counsel. Q. Moran, the old man? A. Yes sir.

Q. Were you present when Moran, I mean now the elder Moran, on that 11th day of September when he asked Oberle his name?

A. Yes sir.

Q. What was said? A. I told Moran he should have Joe arrested if he had done as he said he had about assaulting his boy; I asked Joe if Moran struck him in the mouth that way. He said yes, and I told Joe to have him arrested for assault. When I told him he should have Joe arrested if he injured his boy I did not know his last name at that time, I only knew him as Joe; I said, "Joe, what is your name?" He said Joseph Oberle; I repeated it to Moran; I says, "you can get him any time, he is here all the time, you need not be afraid of him running away", something like that.

Q. Oberle did not give a false name to Moran? A. No sir, he gave his right name.

Q. In just the words that you have now detailed? A. Yes sir.

Q. And then Oberle immediately after that had the special officer arrest Moran? A. Yes sir, arrest Moran.

CROSS EXAMINED by Mr. McIntyre.

Q. Were you present at all the conversation between Moran and Oberle? A. No sir, I did not get there until they were being separated.

Q. What did you hear Moran say to Oberle? A. He called him every name you can lay your tongue to.

Q. Did not you hear him say that he had assaulted his boy?

A. No sir, he said that to me.

Q. Moran said that to you? A. Yes sir.

Q. Moran told you that Oberle had assaulted his boy?

A. Yes sir.

Q. What else did he say, I want the conversation that Moran and you had together?

A. A. The conversation I had with Moran when I asked him what was the matter ----- I seen this scuffle before he told me that Oberle had clubbed his boy, and that little fellow who was here yesterday with him and another man.

By the Court. Q. Marr?

A. Marr, I believe his name was, and when he told me about it I says, "if that man has done as you say he has you should have him arrested."

By Mr. McIntyre. Q. I want you to tell the Jury what he said Oberle did?

A. Moran said that Oberle had clubbed his boy.

Q. Did he say what his boy's condition was? A. No sir.

Q. Did he say anything about his boy being there?

A. One minute, Oberle stood a little way off, he was wiping his mouth; I says, "is he badly hurt?" He then told me that he was badly injured, and I asked him, "how do you know it was this fellow did it?" Then he turned around to this little Marr boy, and he said that he saw him do it.

Q. You said in reply to that which he said that you would have him arrested if it were your boy?

A. I said if he done such a thing as that and used the boy up as he said he had that he ought to have him arrested and not come around

making an assault in the street.

Q. And then you told Oberle to have the special officer arrest Moran? A. I told him that for assaulting him, yes.

Q. And the special officer came along and took them both down to the Station House? A. That I did not see, I know they did, Oberle went away.

Q. But the fact is that the assault that occurred between Oberle and Moran was occasioned by the charge made by Moran that Oberle had assaulted his boy.

Objected to.

By Counsel. Q. You were not present when the assault was committed, were you? A. No sir.

By Mr. McIntyre. Q. You stated that you saw him kicked by a man ~~Qee~~ on 11th Avenue? A. Yes sir.

Q. What was he kicked for? A. It started just in fun, Oberle and this other man, the man was unloading a car of lumber and they had had a few words first of all in sport and I believe they got from sport to getting mad and the man was standing in the car and he kicked Oberle I believe somewhere about the face.

Q. What did Oberle do? A. Then Oberle made a crack at him that time, Oberle had a small switch in his hand and he cracked him over the leg and this man jumped up.

Q. Was it Oberle's custom at that time to carry a switch? A. Sometimes a switch and other times he had a club.

Q. You never saw any trouble about that yard? A. Yes sir.

Q. Who with? A. Trouble from having these boys around.

Q? Boys would come in there and pick up kindling wood and chips

A. If they came in to pick up kindling wood nothing would be said to them but the bother of it is they come in

and take covering boards and break them up. A boy that is in there picking up chips would never run but as soon as he would see any of us if he was in to steal stuff he would start off on a run.

- Q. Did you see Willie Moran in the yard? A. Not to know him.
- Q. You saw the bad boys that came in? A. Lots of them.
- Q. You know some of them pretty well? A. No sir.
- Q. Would you know them if you saw them? A. No sir.
- Q. Do you know whether this Willie Moran was the worst boy ever came around there? A. No sir, I do not.
- Q. You stated that you had no connection with the Central Road A. That is it, I was not employed.
- Q. You have got some business connection with the railroad? A. I lease the property from them.
- Q. Is there not some member of your family in the feed and hay business? A. My father is in that business.
- Q. Your father furnishes all the feed and hay to the Central Road, or rather the Fourth Avenue Railroad? A. No sir.
- Q. He did furnish the car stables? A. Not entirely.
- By Counsel. Q. The fact that your father sold some feed and oats to the Fourth Avenue Railroad would not influence your testimony in this case, would it? A. No sir.
- Q. The only way he can sell is by him being cheaper than his competitors?

No answer.

By the Court. Q. Tell us how was your attention first attracted to Oberle and Moran? A. My office is at 313 11th Avenue, a little below 29th Street I am all the time going

from the office to the yard; perhaps that day I had been down to make out a bill, something like that, I came out of the office to go up to the yard when I saw the scuffle.

Q. How many people were there at that time? A. There was this Moran, the little boy and another man, I believe, this defendant was there, the other man I believe was Marr's father.

Q. Up to that time you knew nothing of what occurred?

A. No sir.

By Counsel Q You say that Moran used pretty violent language in addressing Oberle?

A. Yes sir, threatened to

shoot him and this other man advised him to shoot him.

Q. He called him vile names? A. Yes sir.

Q. Using abusive language in cursing him? A. Yes sir, he did to me.

Q. What was his condition as to sobriety then, was he sober?

A. I should not think he was, no sir. I think he was not really drunk but under the influence of liquor.

DAVID GRAHAM, sworn and examined.

By Counsel. Q Your are in the employ of the New York Central Road aren't you?

A. Yes sir.

Q. And have been for some time? A. Yes sir.

Q. Were you in their employ in September last? A Yes sir.

Q. Were you present in Court when Mr. Police Justice Hogan directed the officer to go up and take Oberle to the Hospital?

A. Yes sir.

Q. Was the boy's father in Court at that time? A. He was.

Q. Did you have any conversation with him on that day?

A. Yes, in the afternoon.

Q. What did he say? A. He told me he had been to the hospital that morning and saw the boy before we got there.

Q. Did he say it was after he heard the Judge direct the police officer to go up there?

A. He told me he left the minute he heard the Judge direct the police officer to take the prisoner there.

Q. And he immediately went up to the hospital and saw the boy?

A. Yes sir.

Q. Did he tell you whether he said anything to the boy?

A. Yes sir.

Q. What did he say? A. He told him we were coming.

Q. For what purpose? A. He did not say, he did not tell me.

Q. And if he swore on the stand that he had no such conversation with you that was a mis-statement of fact, was it?

A. It might have been a mistake.

Q. A mis-statement of fact? A. Yes, it was a mis-statement of fact.

Q. As matter of fact he did have a conversation which you have detailed?

A. He did, yes.

CROSS EXAMINED by Mr. McIntire.

Q. Mr. Graham, how long have you been employed by the Central Road?

A. Over two years.

Q. You are connected with the law department of that road?

A. Yes sir, Mr. Loomis's office.

Q. Part of your duty is when an action is brought against your Company for damages you go out and hunt up the evidence in



the case, don't you?

Objected to.

Objection sustained.

Q. What are your duties, Mr. Graham?

A. Preparing cases

for trial, procuring evidence and attending to the witnesses in court.

Q. And where one is injured by some alleged carelessness or negligence of an employee of the road, you generally go and see that person who is injured, don't you call?

A. No sir.

Q. You send somebody, don't you?

A. No sir.

Did not

Q. ~~Don't~~ you attempt to see the complaining witness in this case?

A. No sir.

Q. Did not you go to see him at all in the hospital?

A. No, only when I went there under directions of Justice Hogan.

Q. You instructed others to go there and see him though?

A. No sir.

Q. As matter of fact, Mr. Graham your Company has been very much exercised since this indictment has been found against this defendant, and the Company and yourself have interested themselves in procuring evidence for the defence?

A. We have of course; we started at first to investigate the case to find out whether the man was clearly guilty or not; when Mr. Loomis was satisfied that he was not, then we started to work to prepare a defence.

Q. What interest has the Company in the defendant's defence?

A. Simply the same interest they have in all other employees.

Q. Do they defend all other employees?

A. No sir, they

would not be justified in doing it.

Q. There are many times where an employee is guilty of a transgression of the law and the Company in those cases does

not come to his back or relief, does it?

A. No sir.

Q. How is it that this man Moran told you all you have stated, what led up to it?

A. In the morning when Justice Hogan sent the detective in charge of the prisoner and myself to the hospital he directed Detective Taylor to come back at three o'clock in the afternoon with the prisoner. Through some misunderstanding on Taylor's part he failed to come back in the afternoon and Moran was there and Marr, and the Marr boy and myself. After the Judge had disposed of all the cases I told the Judge I thought he (Taylor) misunderstood him by two separate orders he gave, and the Judge said, "well we will wait here a while longer to see if he does come"; I was walking along, I went to speak to the little Marr, he had a bad cold and the Clerk of the Court gave him some cough medicine; his father came up and told me not to speak to him, to go away from him. Moran got up and came over and says, "O, you must not mind anything he is saying, I have got no hard feeling against you on account of your position, you are only doing what you are paid to do."

Q. Moran said that to you,

A. Yes sir; so then I told him I had been to the hospital and saw the boy and how sorry I felt for the condition the boy was in, a terrible object to look at. I said, although they told me he is better to-day." He said, "yes, I saw him this morning". I says, "did you before you came to Court?" He said, "no, when the Judge directed you to go up with the detective to the hospital I went right up." I said, "did you tell the boy we was coming?" He said yes. I said, "you could not have stated everything." He said, "I did not stay any time,

I went in and went out, I can't tell you the day of the month, it was the day of the Democratic convention at Saratoga.

Q. That was the 15th of September? A. I know that day Judge Kelly had the bench a week before and was relieved that day by Justice Hogan.

Q. How is it that you got interested in the case on the 15th of September? A. Mr. Loomis was abroad at the time and Mr. Tears, is assistant, was at Washington; I was in the office all alone when word came that this man had been arrested; I went down to the court to find out what the circumstances of the case were, that was on Friday or Saturday.

Q. You immediately commenced hunting up evidence in his behalf? A. No sir, I did not do anything until Mr. Tears returned on Monday.

Q. Mr. Tears told you to commence looking up evidence? A. No sir.

Q. Who did, Mr. Loomis? A. I did it partly on my own account, when Mr. Loomis returned he instructed me to find out what was in the case. The man was admitted to bail and while he was out on bail I was to find out whether the man was guilty or not for his satisfaction.

Q. Do you know who bailed him? A. A man named Muller.

Q. Do you know who Muller is? A. No sir.

Q. Is he connected with the Company? A. In no way at all, he is a friend of Mr. Oberle's.

By Counsel. Q. Mr. McIntyre asked you if it was the custom of the Company to defend all the employees that were accused of crime and you said no? A. Yes sir.

Q. But they defend some? A. Yes sir.

Q. Is it the custom of the Company to investigate before defending to find out whether or no the man is worthy of being defended?  
A. Yes sir.

Q. It is only such men as they believe to be innocent that they interest themselves in the defence?  
A. Yes sir, I make the report.

GEORGE SIEMAR, sworn and examined.

By Counsel. Q. Mr. Siemar, what is your occupation?

A. I am a little hard of hearing.

Q. What do you do for a living?  
A. I run a kindling wood factory at the foot of West 30th Street

Q. You are not an employee of the Central Road in any sense, are you?  
A. No sir.

Q. You do not sell them kindling wood, do you?  
A. No sir.

Q. Do you know the defendant Oberle?  
A. Yes, I know him, I see him every day.

Q. Your business is in the same neighborhood as the yard where his duties oblige him to attend is?  
A. Yes sir.

Q. Do you know what his character is for peacefulness and quietness?  
A. Yes sir.

Q. What is it, good or bad?  
A. Good, I have always found him to mind his own business.

Q. What as to peacefulness?  
A. Yes, interfering with nobody.

Q. Not a man that was constantly getting into rows, shooting off revolvers, drawing bowie knives and doing all those kind of things?  
A. I had the opinion that he kept out of it.

Q. That opinion was formed from your observation and knowledge of him? A. Yes sir.

Q. What have you to say as to his character for truthfulness? A. That I cannot answer.

Q. You never knew him to tell a lie, did you? A. I never had any conversation with him in that way.

CROSS EXAMINED by Mr. McIntyre.

Q. How far is your factory from the Central yard?

A. Right opposite the yard.

Q. Had you ever spoken to Oberle during the two years that you knew him? A. Yes sir, talked to him.

Q. About what? A. Well, nothing particular.

Q. He was not a friend of yours, not an intimate acquaintance? A. No sir.

Q. Did you have occasion to go over into the Central yard?

A. Well, only this occasion, I generally get carloads of wood and sometimes I might ask him to see that nothing be taken out, to take care of it while the door was open.

Q. Car loads of wood you use in your factory? A. No sir, it comes down the New York Central Road shipped.

Q. Carloads of wood belonging to you? A. Delivered to me, yes.

Q. Have you special rates with the Central Road? A. No sir, I have nothing to do with the rates.

Q. Ho many times a day did you see Oberle? A. Well, there is days I would be over there as much as a dozen or two dozen times a day and then maybe again not a whole day.

Q. What do you go over there a dozen or two dozen times a day?

A. I had business there.

Q. Did you have business with Oberle?

A. Nomsir.

Q. Oberle watched the wood for you, didn't he, sometimes at your request?

A. No sir.

Q. You said so a little while ago?

A. I asked him to

take<sup>care</sup> of it if the car door was left open.

Q. Did you ever see Oberle carry a club?

A. I would not

like to answer that.

Q. You have known him for two years?

A. Yes sir.

Q. You have had occasion to go into that yard every day?

A. Yes sir.

Q. Sometimes as many as a dozen and two dozen times and you cannot remember whether you ever saw a club in his hand?

A. I would not like to answer that question.

Q. Do you know the boy Willie Moran?

A. No, I do not.

Q. You never saw him about that yard?

A. I do not know.

Q. You saw him here in Court?

A. Yes sir.

Q. You do not remember ever having seen that boy in that yard?

A. No sir.

By Counsel. Q. When you say in answer to Mr. McIntyre's question as to whether or not Oberle carried a club, that you would not like to say, do you mean anything more than that you do not know whether he did or not, you are not sure, you do not want to answer it?

A. I am not sure of it.

Q. You are not sure whether he did or did not?

A. No sir.

Q. That is what you mean by saying you would not like to say?

A. Yes sir.

JOHN T. MULLER, sworn and examined.

By Counsel. Q. Mr. Muller, what is your business? A. Sawing and turning mill.

Q. In the city of New York? A. Yes sir, down in West 30th Street, No. 511 to 519.

Q. Are you connected in any way with the New York Central Road? A. Not the slightest.

Q. Where do you reside? A. No. 428 West 29th Street.

Q. Do you know John Oberle? A. I do.

Q. Do you know him well? A. I see him occasionally down in the yard as a watchman.

Q. You have known him for a number of years, haven't you? A. This last three years.

Q. You went on his bond, didn't you, went bail for him in the sum of what? A. Yes sir, one thousand dollars.

Q. You knew him well enough to do that? A. I had trust in him.

Q. Do you know what his character is for peacefulness and quietness? A. I found him always a very peaceful character, attended to his duty as a watchman.

Q. He had not the character of being a disturber of the peace, a violent man of bad temper? A. No sir, not whatsoever.

Q. Have you ever heard of his getting into any trouble until this time? A. No sir.

Q. Ever hear of his shooting anybody? A. No sir.

Q. Or firing off pistols? A. NO.

Q. Or flourishing big knives or doing anything of that kind? A. No sir, he is not that kind of man.

Q. What kind of man is he? A. He is a peaceable man, attends to his duty as a watchman.

Q. How about his truthfulness and veracity? A. I think he is to be trusted otherwise I would not have went on the bond for him.

CROSS EXAMINED by Mr. McIntyre.

Q. How long have you known Oberle? A. Two or three years.

Q. Where does Oberle live? A. That I do not know.

Q. Under what circumstances did you make his acquaintance?

A. His nephew came to me and asked me in my place of business whether I would not go bail for his uncle.

Q. When did you first meet Oberle, the prisoner at the bar?

A. I met him down at Jefferson Market after he was three weeks in prison, that was the first time I spoke to him.

Q. You come here to testify to his character as to truthfulness and veracity and for peace and quiet and you say you never spoke to him until after he was in prison? A. Since he got indicted, yes.

By Counsel. Q. But you knew him before that as watchman in that yard?

A. For three years I mentioned he re before.

Q. You could tell what his character, what his general reputation was without speaking to him, could not you?

A. Yes sir.

Q. You knew what his general reputation was among the neighbors, the people who know him? A. Yes sir, I spoke to him frequently in the yard when carting away lumber from there.

Q. You misunderstood Mr. McIntyre when you said the first time you ever spoke to him was in the Court ---- you did not



understand his question, as matter of fact you had spoken to him frequently before that?

A. Yes sir, two or three times a day sometimes.

Q. During this period of three years?

A. Yes sir.

By Mr. McIntyre. Q. Under what circumstances did you talk to him?

A. When I came down to get lumber and I seen boys carrying away lumber belonging to me.

Q. Lumber received over the Central Road?

A. Yes sir.

CHARLES G. HORTON, sworn and examined.

By Counsel. Q. What is your business, Mr. Horton?

A. Lumber commission business.

Q. And where is your place of business?

A. My office is 265 Sixth Avenue.

Q. And your yard?

A. 30th Street and 11th Avenue. where I do the storage, where I keep my lumber.

Q. You store your wood with a man named Affleck who keeps a storage yard there?

A. Yes sir.

Q. Do you know Joseph Oberle, the defendant at the bar?

A. Yes sir.

Q. And how many years have you known him?

A. Between two and a half and three years I should judge.

Q. You knew him in consequence of going up to that yard in relation to your business I suppose, that is how you come to know him?

A. I am over there nearly every day.

Q. And have seen him and conversed with him nearly every day?

A. Yes sir.

Q. What have you to say as to his character for peacefulness and

quietness?

A. I have considered him a very peaceful and quiet man.

Q. Never heard of his being engaged in any rows or fights or disturbances of any kind?

A. No sir, I have not.

Q. Never heard of his firing off revolvers at boys?

A. No sir.

Q. Is he a man of violent temper? think so, never did think so.

A. I should not

Q. Never saw any exhibition of that or nothing that would lead you to infer that he was

A. No sir.

Q. Although you saw him almost daily for some three years?

A. Yes sir.

CROSS EXAMINED.

By Mr. McIntyre. Q. Mr. Horton, have you talked with the defendant since he was arrested for this crime?

A. On only one occasion.

Q. When was that?

A. It must have been about, I do not know the date, it was after I heard them talking about it up to the yard.

Q. Sometime in September last? what day.

A. Yes sir, I do not know

Q. What did the defendant say to you? what was the matter, what was he arrested for.

A. I asked him

Q. What did he tell you?

A. He said for hitting a boy.

Q. And that was the only conversation you ever had with him?

A. That was all the conversation I had with him regarding this boy, yes sir.

Q. The defendant did not ask you to come here and testify to-day?

A. He brought me a subpoena only.

Q. The defendant himself?

A. Yes sir.

**POOR QUALITY  
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- Q. When? A. I think it was last week it was dated for me to come here.
- Q. This defendant handed you a subpoena? A. Handed me a subpoena in my office.
- Q. Last week did he tell you what he wanted you to testify to? A. He did not.
- Q. Did anybody tell you that you were to be a witness to character? A. I do not think anybody told me so but I knew that was the case for the reason that I had signed a paper.
- Q. What sort of a paper? A. I was asked to sign a paper that read, "this is to certify that I know Oberle to be a man sober and industrious.", or words to that effect.
- Q. Who handed you that paper for signature? A. He asked me, he met me in the yard and asked me if I would sign that paper.
- Q. Oberle did? A. Yes sir.
- Q. When was that? A. I should judge three or four weeks ago, I made no note of it so I cannot tell the date.
- Q. You have met him in connection with his duties in the Central yard, haven't you? A. Yes sir, nearly every day.
- Q. You have lumber which comes over the Central Road, shipped in that way? A. Yes sir.
- Q. You take it from the Central yard over to your place of business? A. I take it from there over to my customers, I am only a commission dealer.

Rebutting Testimony.

JACOB MARR recalled by Mr. McIntyre.

- Q. Jacob, on the last Thursday in August of last year do you remember being in the yard of the Central Railroad Company?
- A. Yes sir.
- Q. What time of day was it?
- A. Between three and four o'clock.
- Q. How did you get in that yard?
- A. I was up on the lumber.
- Q. How did you get down?
- A. We were playing tag and I got over the fence.
- Q. Did you get down into the yard?
- A. Yes sir.
- Q. Did you slide down or jump down?
- A. I dropped the fence.
- Q. That was before the day that you went there with Willie Moran?
- A. Yes sir.
- Q. Who was with you that day?
- A. Andrew McKeever.
- Q. Did you see the watchman Oberle there that day?
- A. Yes sir.
- Q. Was he in the yard?
- A. Yes sir.
- Q. What did he do when he saw you?
- A. He saw me on the wood and he sat in the yard laying for me because he knew I was going to jump.
- Q. He knew you were going to jump?
- A. Yes sir, and then I dropped into the yard and he chased me and fired a club at me.
- Q. He fired a club at you?
- A. Yes sir.
- Q. That was the last Thursday of August?
- A. Yes sir.
- Q. About a week before this?
- A. Somewhere around a week

before Willie got hurt.

- Q. You say the McKeever boy was with you? A. Yes sir.
- Q. Was Willie Moran with you that day? A. No sir.
- Q. It was only you and McKeever? A. Yes sir.
- Q. Where did McKeever stand? A. He sat up on the fence.
- Q. When the stick was fired at you where was he?
- A. He was up on the fence still watching me.
- Q. Do you know where he went to after you run away?
- A. After I run out of the yard he got down on the lumber.
- Q. You are sure Willie Moran was not there? A. No sir, Willie Moran was not there.
- Q. Was it a club that was fired at you? A. A club, a small billey.

By Counsel. Q. How do you fix the date as the 28th of August?

A. Because I remember it was the last day of August.

Q. The last day of August, you are quite sure of that, are you?

A. Yes sir, the last Thursday in August.

Q. How do you fix that? A. I remember it was the last day from the bath, the bath was going out, that was the last day we had to go into the bath.

Mr. McIntyre: The last Thursday was on the 27th, not the 28th.

Counsel: He testified as to an occurrence that took place on the 27th of August, how is that rebuttal as to the testimony of a witness who testified to something that took place on the 28th?

Mr. McIntyre: It approximates the time; it is a circumstance the prosecution has a right to introduce.

Counsel: Only in rebuttal.

The Court: Is there any question addressed to the Court?

Counsel: Yes, I move to strike out the testimony.

Mr. McIntyre: He says it was the last Thursday or about a week before the day that Willie Moran was hurt. I think it is competent for the prosecution to show ----- they have attempted to establish that Willie Moran jumped over the fence about the 28th or on the 28th. On that day or thereabouts he was chased by this defendant and the club thrown after him. I want to show that the person who jumped over that fence was not Willie Moran on that occasion but that he was this boy upon the stand who went over the fence and after whom this club was thrown.

The Court: How does that rebutt the presumption that possibly two boys jumped over the fence?

Mr. McIntyre: It is for the Jury to say whether this man was not mistaken when he said that he followed this boy and threw a club after him on the 28th. He might be mistaken as to the date; we show it was about the last Thursday.

The Court: I will grant the motion.

WILLIAM MORAN, recalled by Mr. McIntyre.

Q. Willie, the defendant says that on the 28th day of August in the afternoon that you jumped down from the 30th Street fence into the yard of the Central Railroad Company; did you?

A. No sir.

Q. You are sure you did not?

A. No sir.

Q. Were you in that yard at all that day?

A. No sir.

Q. Did he throw a club at you anywhere on that day?

A. No sir.

Q. You were not there at all?

A. I was not there.

By Counsel. Q. Where were you on the 28th of August?

A. On the 28th of August I was home.

- Q. All day? A. Yes sir.
- Q. From morning till night? A I was around the block from morning till night.
- Q. Did you recollect anything that occurred on that day, can you tell us anything that occurred on that day?
- A. No sir.
- Q. Can you tell us anything that occurred on the 27th of August or the 28th, or the 29th? A. No sir.
- Q. You do not remember anything at all taking place on any of these days? A. No sir.
- Q. And yet you are quite sure as to where you were on the 28th?
- A. Yes sir.
- Q. You have been in that yard before, haven't you very often?
- A. Yes sir, in that yard.
- Q. Almost every day? A. No sir.
- Q. Two or three times a week? A. Twice and sometimes I did not go at all.
- Q. Other weeks you do go? A. Yes sir.
- Q. At all events you had been very often in that yard before the 4th of September, that you have testified to?
- A. Yes sir.
- By Mr. McIntyre. Q. Willie, did you ever jump down from the 30th Street fence at any time? A. No sir.
- Q. Did you ever jump off a pile of lumber? A. No sir.
- Q. Did you ever steal railroad couplings there?
- A. No sir.
- Q. Or pieces of wood? A. No sir, I never stole wood.
- Q. Never stole anything at all? A. No sir.
- Q. Were you a bad boy around that place? A. No sir.

Q. Did you go in there to make a disturbance? A. No sir.

Q. Did you ever trouble this man. the defendant?

A. No sir.

By Counsel. Q. You are about as good a boy as there is in the neighborhood, aint you?

A. Yes sir.

By a Juror. Q. Did you say at the time you were hurt that you were coming from the swimming bath?

A. Yes sir.

Q. That was on the 4th of September?

A. Yes sir

Q. Then when this little boy just testified now that the reason he recollects the 27th of August was because that was the day the bath closed, he was mistaken, this little boy that testified before you?

A. No sir, the bath was not

closed that day.

Q. He said that was the reason he could recollect the 27th of August, I believe, because the bath closed on that day.

A. No sir, the bath did not close on that day.

Q. It did not close that day?

A. No sir.

By Counsel. Q. You are sure the bath was open on the 4th of September, are you?

A. The 4th of September, yes sir.

ANDREW McKEEVER, sworn and examined.

By Mr. McIntyre. Q. You know Jacob Marr?

A. Yes sir.

Q. Were you with Jacob Marr any time in the month if August in the yard of the Central Railroad?

A. No sir.

Q. You were not?

A. No sir.

Q. Where were you, did you go to the Central Road yard with him any time?

A. I was playing tag with him.

Q. Where?

A. Right where the lumber pile is, where the wood is.



Q. On a lumber pile? A. Yes sir.

Q. Do you remember what day that was in August?

A. It was on a Thursday because that is the day  
when -----

Q. Was it the 28th or the 27th of August? A. It was the  
27th.

By Counsel. Q. What did you say because that was what?

A. Because that is boys days, Tuesdays, Thursdays and  
Saturdays.

Q. At the bath? A. Yes sir.

Q. Was that the last day the baths were open? A. The bath  
closed in September.

By Mr. McIntyre. Q. Do you know when that bath closed?

A. It was in September sometime.

Mr. McIntyre: The People rest, your Honor.

The Jury disagreed.

POOR QUALITY  
ORIGINAL

0692

Testimony in the  
case of  
Joseph Oberle

Filed Nov. 1891

400

POOR QUALITY  
ORIGINAL

0693

PART III.

THE COURT ROOM IS IN THE FIRST STORY.

If this Subpoena is disobeyed, an attachment will immediately issue.

Bring this Subpoena with you, and give it to the officer at the Court

Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA FOR A WITNESS TO ATTEND THE GENERAL SESSIONS OF THE PEACE.

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

To

of No.

*54 William Street*  
*Forie British Mercantile Ins Co*  
YOU ARE COMMANDED to appear before the Court of General Sessions of the Peace in and for the City and County of New York, at the Sessions Building, adjoining the New Court House in the City Hall Park, in the City of New York, on the day of *January* 189*2* at half past ten o'clock in the forenoon of the same day, as a witness in a criminal action prosecuted by the People of the State of New York against

*Harris Plitt*  
Dated at the City of New York, the first Monday of *January*

in the year of our Lord 189*2*

DE LANCEY NICOLL, District Attorney.

**POOR QUALITY  
ORIGINAL**

0694

Should the case not be called on for trial, and no reason assigned in Court, please inquire in the District Attorney's Office about it, and you may save time.

If inconvenient to remain, and you prefer another day, state this early to the District Attorney, in the Court.

If ill when served, please send timely word to the District Attorney's Office.

If you know of more testimony than was produced before the Magistrate, or if a fact which you think material was not there brought out, please state the same to the District Attorney or one of his Assistants.

*Wm. D. ...*

*Wm. D. ...*

**POOR QUALITY  
ORIGINAL**

0695

## **CASH SALE.**

**A Deposit in Money will be required from every  
Purchaser when desired by the Auctioneer.  
If such deposit is refused, goods will  
be resold at once.**

# **CATALOGUE OF FOREIGN & DOMESTIC DRY GOODS.**

TO BE SOLD AT AUCTION BY

**WM. TOPPING & CO.,**

AUCTIONEERS, AT THEIR SALES ROOMS,

**Nos. 5 and 7 WHITE STREET,**

BETWEEN CHURCH STREET AND WEST BROADWAY,

**On Friday, November 13th, 1891.**

*Sale to commence at 10 o'clock.*

**POOR QUALITY  
ORIGINAL**

0696

**FRIDAY, NOV 13 1891**

## **CATALOGUE OF DRY GOODS, &c.**

### **TERMS OF SALE:**

#### **CASH IN BANKABLE MONEY.**

Claims for damage or deficiency to be made on or before **MONDAY** next. If made after that time they will not under any circumstances be allowed. No deduction after goods have left the city.

Goods damaged or disagreeing with sample the entire lot to be returned, unless an allowance can be mutually agreed to. Widths, sizes, descriptions and quantities copied from invoices but not warranted. All duplicate lots are sold conditionally. The sellers do not part with their title until the cash has actually been paid for the goods.

Goods will be sold over for account of, and at the loss, risk and expense of buyers if not called for within four days from day of sale.

**N. B.**—No allowance will be made for manufacturers' imperfections on Ribbons or Silk Goods of any description; nor will any allowance be made for damages or injury goods may receive during exhibition; and no allowance whatever will be made on sample lots of Fancy Goods.

**NOTICE.**—No allowance will be made for manufacturers' imperfections on Piece Goods of any description; nor will any allowance be made for damages, unless it exceeds five per cent. on the piece reported damaged.

Bills that are paid before delivery must be examined by the buyer at time of delivery, and no deduction will be made after the Goods have left the premises of the Auctioneers.

~~Re~~ Goods damaged on the voyage of importation, or exportation, or transportation are sold by the original invoice quantities, and no allowance will be made therefrom for short measure, weight or count.

### **NOTICE.**

**The privilege of taking samples has been so much abused, that it is henceforth strictly prohibited. No samples will be allowed to be taken from any goods exposed for sale.**

**POOR QUALITY  
ORIGINAL**

069

No.	Mks. & Nos.	Quantity	DESCRIPTION.
NOTICE—NO ALLOWANCE WHATEVER WILL BE MADE ON SAMPLE LOTS OF FANCY GOODS			
1			1 Sewing Machine in good running order
2			1 Lot Christmas Ornaments case 50 cts
3			504 Nickel Mirrors
4			480 Bank Sets 3 each
5			150 doz assorted Pipes case 50 cts
6	1		53 Hatchet Handles
7	2		44 do
8	3		46 do
9	4		57 do
10	1		370 assorted Ladies Scarf Pins
11			66 doz Tops with Winders
12	4		350 Pipes assorted styles
13	5		300 do
14	6		300 do
15	7		300 do

**POOR QUALITY  
ORIGINAL**

0698

Lot	Mks. & Nos.	Quantity.	DESCRIPTION.
16	8	300	Pipes assorted styles
17	9	312	do
18		50	Thomand Needles
19	23	144	ball Morocco Purses
20	24	144	do
21	11	1008	doz asst Buttons
22	1	300	Buttons
23	2	300	do
24	3	300	do
25	4	300	do
26	5	300	do
27	6	300	do
28	7	300	do
29	8	557	do
30	9	655	do
31	10	772	do
32	11	742	do
33	12	276	do
34	13	300	do
35	14	300	do



**POOR QUALITY  
ORIGINAL**

0699

Lot	Mrs. & Nos.	Quantity	DESCRIPTION.
36	15	240	doz Buttons
37	16	416	do
38	17	1113	do
39	18	840	do
40	19	792	do
41	20	300	do
42	21	240	do
43	22	300	do
44	23	1200	Buckles
45	24	1440	Shirt Buttons
46	1	12	Riverside Shawls
47	2	12	do
48	3	12	do
49	4	12	do
50	5	12	do
51	6	10	do
52	7	20	asstd Shawls
53	8	13	fine Sleeve Sets Ladies Cloth
54	9	25	Embroidered Satine Cuchine
55	10	1	lot fancy Cord

**POOR QUALITY  
ORIGINAL**

0700

5

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
56	11	1	lot embroided Material
57	12	5	extra fine Fronts etc
58	13	6	do Sets
59	14	400	yds asst Gimp
60	15	400	do
61	16	9	pair fine Sleeves
62	17	6	extra fine Sleeves
63	18	11½	yds Astrachan
64	19	56	plush Samples
65	20	1	silver mounted Case
66	21	1	Fancy brass Table
67	22	1	do larger asstd
68		30	pr Knee Pants
69		30	do
70		12	prs mens heavy cass Pants
71		12	do do
72		12	do do
73		10	satinet Pants
74		10	do
75		10	do

**POOR QUALITY  
ORIGINAL**

0701

6

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
76		10	pair satinet Pants
77		10	do
78	1623	17	cassimere Pants
79	1627	18	do
80	1659	17	do
81	1656	13	do
82	1658	17	do
83	1691	16	do
84	1670	16	do
85	1676	16	do
86	1533	16	Pants
87	1534	16	do
88	1532	17	do
89	1593	16	do
90	1589	18	do
91	1590	16	do
92		12	mens asstd Pants
93		12	do
94	1	9	fine Corkscrew Suits
95	2	9	do

**POOR QUALITY  
ORIGINAL**

0702

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
96	3	9	fine corkscrew Suits
97	4	9	do
98	5	9	do
99	6	9	do
100	7	9	do
101	8	9	do
102	9	9	do
103	10	9	do
104	1	10	boys fine tricot Suits
105	3	10	do
106	4	10	do
107	5	10	do
108	6	10	do
109	7	10	do
110	8	10	do
111	9	10	do
112	10	10	do
113		11	boys fine Cass Suits
114		11	do

**POOR QUALITY  
ORIGINAL**

0703

S

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
115	1200	25	S u i t s
116	1202	25	do
117	1203	25	do
118	1204	25	do
119	1204 A	17	do
120	1205	25	do
121	1206	25	do
122		8	mens Overcoats
123		6	do
124		6	do
125		6	do
126		6	do
127	22	7	Fancy Jackets
128	23	7	do
129		14	childs Suits
130		12	do
131		12	mens Pants
132	1	6	Ladies Jackets
133	2	7	childs Cloaks
134		10	Jackets

**POOR QUALITY  
ORIGINAL**

0704

9

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
135		1	Blazer
136		10	do
137	1	13	boys Suits
138	2	17	do
139		60	Kn e Pants
140		60	do
141		5	do as are
142	2043	12	childs Overcoats
143		12	do
144		11	do
145	1	4	Seal Plush Sacques high cost
146	2	3	do still finer
147	3	4	extra quality Seal Plush Jackets
148	4	3	high cost Wraps
149	5	3	do
150	6	5	do
151	7	5	do
152	8	5	do
153	9	16	misses Gretchens

**POOR QUALITY  
ORIGINAL**

0705

10

Lot.	Plks. & Nos.	Quantity.	DESCRIPTION.
154	10	12	Ladies Newmarkets
155	11	8	do
156	12	6	do
157	13	8	do
158	14	7	do
159	15	7	do
160	16	8	do
161	17	7	do
162	225	4	fine Jersey Jackets
163	226	7	Cheviot Jackets
164	227	8	do
165		2	do
166		2	Beaver Trimmed Jackets
167		14	assorted Cloaks
168		14	do
169		14	do
170		14	do
171		6	Ladies Coats full size trimmed
172		73	yds Fur Trimming

**POOR QUALITY  
ORIGINAL**

0706

11

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
173		6	Ladies Wraps full sizes perfect fitting
174		8	Jackets
175		8	do
176	1	6	misses Cloaks samples of a first class Broadway House
177	2	6	do do
178	3	6	do do
179	4	6	do do
180	5	6	do do
181	6	12	do do
182	7	90	childs merino Shirts
183		2	Black Cloaks
184	2	13	childs all wool fancy Cloaks
185	3	13	do do
186	5	12	do do
187	1	10	Cloaks
188	2	10	do
189	1	8	do
190		12	do asstd
191		12	do do



**POOR QUALITY  
ORIGINAL**

0707

12

Lot.	Min. & Max.	Quantity.	DESCRIPTION.
192	1	11	childs all wool fancy Cloaks
193	2	10	do do
194	3	10	do do
195	4	10	do do
196		16	do do
197	1	14	do fine
198	2	15	do do
199	1	3	Fur Caps
200	2	3	do
201	3	3	do
202	6	36	Fur Gloves
203	7	36	do
204	10	10	Ladies Jackets
205	14	12	do
206	2	53	yds Beaver Trimmings
207	3	144	do
208	1	24	Crochet Quilts
209	2	24	do
210	3	24	do
211	4	24	do

**POOR QUALITY  
ORIGINAL**

0708

13

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
<del>212</del>	<del>5</del>	<del>25</del>	<del>yds 68in Table Felt</del>
<del>213</del>	<del>6</del>	<del>25</del>	<del>60in do</del>
<del>214</del>	<del>7</del>	<del>25</del>	<del>64in do</del>
<del>215</del>	<del>8</del>	<del>25</del>	<del>50in do</del>

THE FOLLOWING 101 LOTS OF  
ASSORTED GOODS WILL BE SOLD  
FOR ACCOUNT OF WHOM IT MAY  
CONCERN WITHOUT RESERVE  
AND WITHOUT ALLOWANCE EX-  
CEPT FOR SHORT QUANTITY

221	1	4	110 doz Silk Buttons
222	2	5	180 Overcoat Buttons
223	3	2 <sup>2</sup>	80 fancy do
224	4	5 <sup>2</sup>	80 gros cloth Buttons asstd
225	5	3 <sup>2</sup>	70 do
226	6	19	40 doz pearl Buttons
227	7	2.25	1 Lot Buckles and Chalk
228	8	40	21 pcs silk Binding
229	9	4 <sup>2</sup>	124 gro Hooks & Eyes
230	10	9	40 spools Thread
231	11	5/8	1250 spools Twist

**POOR QUALITY  
ORIGINAL**

0709

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
232	12 17	119	doz Willington Cotton
233	13 24	50	gro Mohair Buttons
234	14 275	1	Lot Needles Cabinet included
235	15 40	9	gro Steels
236	16 4	108	Spools Silk 100 yds each
237	17 10	25	gross Brown Buttons
238	18 4	130	doz Thread 6 cord 200 yds
239	19 250	1	Lot Buttons c se 50c
240	20 425	1	Notions
241	21 7	56	gross Pants Buttons
242	22 75	8	Black Binding
243	23 3	142	Boxes Buttons
244	24 137	1	Lot silk twist Vetvet & Linen Thread
245	25 3	95	boxes Buttons asstd
246	26 6	25	pcs Braid
247	27 85	3	yds Beaded Trimming
248	28 2	68	doz Brass Buttons
249	29 22	11	gro cloth Buttons
250	30 3 7	364	yds Brown Selicia
251	31 2 10	150	Linings

**POOR QUALITY  
ORIGINAL**

0710

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
252	32 6 <sup>2</sup>	14	122 yds Sleeve Linings
253	33 7	7	asst Linings
254	34 3	16	270 Cambric and Lining
255	35 3 <sup>3</sup>	16	130 do asstd
256	36 4 <sup>1</sup>	12	104 Pocketing do
257	37 12	16	93 <sup>1</sup> Coat Lining dr
258	38 7 <sup>2</sup>		162 Sleeve Linins Remnants
259	39 5 <sup>2</sup>	4	95 <sup>1</sup> fancy Buckram
260	40 4	5	70 Selicia
261	41 16 <sup>2</sup>	5	75 Pocketing
262	42 37 <sup>2</sup>		27 Sateen and Italians
263	43 40		17 <sup>1</sup> Sateen Sleeve Lining
264	44 13		40 do
265	45 5 <sup>2</sup>		29 <del>Silk</del> <i>Lining</i>
266	46 1 <sup>3</sup>	6	70 asstd Goods
267	47 5 <sup>2</sup>	12	22 asstd Linings and Serge
268	48 5 <sup>3</sup>	3	120 Canton Flannel
269	49 3	4	160 Hair Cloth
270	50 4 <sup>3</sup>	5	116 Drills & Duck
271	51 4	6	162 yds Buckram and Canvas

**POOR QUALITY  
ORIGINAL**

0711

Lot.	Mks & Nos.	Quantity	DESCRIPTION.
272	52 $3\frac{3}{8}$	120	yds asstd Cambric and Lining
273	53 $4\frac{2}{7}$	125	Linen Cambric &c
274	54 $1\frac{2}{9}$	51 $\frac{1}{2}$	Serge Lining
275	55 $3\frac{5}{5}$	69	Linings &c
276	56 $3\frac{1}{1}$	325	asstd Remnants
277	57 $3\frac{1}{1}$	88	do Linings
278	58 $4\frac{5}{5}$	16 $\frac{1}{2}$	Silk Velvet Remnants
279	59 $3\frac{0}{0}$	8	pr Satin Overcoat Facing
280	60 $2\frac{1}{2}$	400	yds Linen and Linings
281	61 $8\frac{7}{2}$	9 $\frac{3}{4}$	Worsted
282	62 $4\frac{1}{1}$	99	asstd Lining
283	63 $3\frac{2}{1}$	25	Duck
284	64 $3\frac{1}{3}$	69	asstd Linings
285	65 $1\frac{3}{3}$	102	do and Buckram
286	66 $3\frac{0}{0}$	8 $\frac{1}{2}$	do Cloth
287	67 $4\frac{1}{1}$	42 $\frac{3}{4}$	Linings
288	68 $1\frac{0}{0}$	14 $\frac{1}{2}$	Velvet
289	69 $4\frac{2}{2}$	105	Canvas
290	70 $2\frac{25}{5}$	1	Lot do
291	71 $1\frac{26}{5}$	1	do

POOR QUALITY  
ORIGINAL

0712

17

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
292	72 250	1	Lot Canvas
293	73 5 <sup>2</sup>	76 <sup>1</sup>	yds do and Linen
294	74	44	pcs Mohair Braid
295	75 30	36	do
296	76	40	do
297	77 4.25		Lot do
298	78 3 <sup>1</sup>	72	pcs Soutache
299	79 3 <sup>1</sup>	92	do
300	80 1 <sup>2</sup>	250	spools Cotton
301	81 3/4	350	do
302	82 62 <sup>3</sup>	1	Lot Braid and Cabinet
303	83 2.75	1	Sundries case 50c
304	84 2.25	1	do case 50c
305	85 4.75	1	do
306	86 2.75	1	do
307	87 2.75	1	Braid &c
308	88 62 <sup>3</sup>	1	Cloth
309	89 1 <sup>2</sup>	400	Spools Cotton Cabinet included
310	90 1 <sup>4</sup>	350	do do
311	91 25		Lbs Worsted

POOR QUALITY  
ORIGINAL

0713

18

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
312	92	2.50	1 Lot Cuttings
313	93	2.00	1 Bindings
314	94	75	1 Loops and Laces
315	95	1.50	1 Buttons case 50c
316	96	2	22 boxes Buckles
317	97	8	21 yds Ti
318	98	1.00	1 Lot Sundries case 50c
319	99	50	1 Dress Steels do
320	100	5.00	1 Contents Show Case
A	101	6.75	1 Show Case
B	102	1.25	1 Lot Dres Trimmings
C	103	3.75	1 Chinille Braids etc
D	104	63	210 spools asst Silk
E	105	14	283 dc Cotton
MEN'S HAT CASES CHARGED \$1.00, BOYS' 75 CENTS. WOMEN'S 50 CENTS. AND CARTONS 15 CENTS EACH			
321	127	36	fine Black stiff Hats 6 1/2 x 1 1/2
322	138	36	do 6 x 1 1/2

**POOR QUALITY  
ORIGINAL**

0714

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.	
323	130	36	fine Black stiff Hats	5x1½
324	141	36	do	5½
325	145	36	do	6
326	146	36	do	5½
327	147	36	do	6
328	148	36	do	5½
329		47	Caps	box 15cts
330		6	Portiers	
331		16	do	
332		8	do	
333		8	do	
A		10	do	
334	1	8	310 yds Hamburgs	asstd Patterns
335	2	8	310	do do
336	3	8	315	do do
337	4	8	303	do do
338	5	8	310	do do
339	6	8	300	do do
340	7	8	195	do do
341	8	8	290	do do



**POOR QUALITY  
ORIGINAL**

0715

20

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
342	9	8	290 yds Hamburgs assorted patterns
343	10	8	300 do do
344	11	8	289½ do do
345	12	8	294½ do do
346	13	7	295 do do
347	14	7	295 do do
348	15	7	298½ do do
349	16	7	294 do do
350	17	7	289 do do
351	18	7	288 do do
352	19	7	287¾ do do
353	20	7	293 do do
354	21	7	288 do do
355	22	7	294¾ do do
356	23	7	300 do do
357	24	7	290 do do
358	1		5 pcs extra quality Fur Trimmings 12 yds ea
359	2		5 do do
360	3		5 do do

**POOR QUALITY  
ORIGINAL**

0716

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION
361	4	5	yds extra qual Fur Trimmings 12 yds each
362	5	5	do do
363	6	5	do do
364	7	5	do do
365	8	5	do do
366		48	mens Black Gros Grain Tecks
367		43	do do
368		108	pr Suspenders
369		96	do
370		85	do fine Silk
371		120	do fine
372		120	do
373		120	do
374		120	do
375	8	36	gents kid fleece lined patent button Gloves
376	9	36	do do
377	10	36	do do
378	11	36	do do
379	12	36	do do

**POOR QUALITY  
ORIGINAL**

0717

No.	Mks. & Nos.	Quantity.	DESCRIPTION.
380	13	36	pr gents kid fleece lined patent button Gloves
381	1	36	Combination Buckskin Gloves
382	2	36	do do
383	3	36	Buckskin Driving Glove lined
384	4	36	pair oil tanned Driving Gloves fleece lined
385	5	30	Fur Top Patent Button Gloves fleece lined
386	6020	144	misses fast Black Hose
387	2	144	do do fine ribbed
388	6690	192	Large sizes do do
389	6599	180	do do
390	7649	144	Ladies heavy Oxford fancy Hose
391	3477	240	do fast Black Hose
392		144	Ladies fast Black ribbed Hose
393	7221	240	Mens Balbriggan half Hose
394	451	84	pr mixed Half Hose seamless
395	100	120	fast Black Hose
396	451 197	120	super Half Hose seamless
397	990	216	Black ribbed Hose

**POOR QUALITY  
ORIGINAL**

0718

23

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
398	520	120	pair Brown Half Hose
399	385	84	mixed Half Hose
400	150	144	asstd Hose
401	626	60	super Half Hose
402	237	36	fancy Half Hose seamless
403	190	60	super do
404	9904	144	Black Hose
405	616	36	super Half Hose
406	1794	60	Brown Half Hose seamless
407	700	36	super Half Hose
408	45	96	mixed Half Hose seamless
409	300	72	fast Black Hose
410	5204	120	Brown Half Hose
411	60	96	mixed Half Hose
412	1104	96	misses fancy Wool Hoods
413	1114	96	do do
414	2041 C	36	childrens fine wool Coats
415	204 C	24	do do
416	2043	36	do do
417	2044	24	do large size

**POOR QUALITY  
ORIGINAL**

0719

24

Lot.	Mfr. & Nos.	Quantity.	DESCRIPTION.
418	700 M	60	finest qual plaid wool Caps
419	700 C	60	do
420	700 K	60	do
421	700 B W	72	do
422	703 E	60	do
423	662 H	60	do with Ribbons
424	663 H	60	do
425	1506	12	Ladies wool Shoulder Capes
426	1511	12	do do
427	1513	9	do do
428	902	60	wool Facinators Silk finish
429	55	36	fancy wool Hoods
430	53	36	fine zephyr wool Hoods
431	54	60	do
432	2011	36	childs fancy Coats
433	2012	36	do
434	2013	36	do
435	2014	36	do
436	2016	24	do
437	3	144	C a p s

**POOR QUALITY  
ORIGINAL**

0720

25

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
438	6	144	C a p s
439	11	48	do
440	2775	74	Jackets
441	2	12	Nubias
442	3	12	Toboggans
443	4	54	C a p e s
444	5	24	do
445	A	24	Wool Shawls
446	B	24	do
447	C	24	do
448	D	24	do
449	E	24	do
450	636	13	fine Skirts
451		13	do
452	906	18	do
453		18	do
454	154	60	mens mixed 36 Shirts & 24 Drawers
455		60	do all Shirts
456		60	do do
457		60	do do

A  
B  
C  
X  
335

POOR QUALITY  
ORIGINAL

0721

26

No.	Mts. & Nos.	Quantity.	DESCRIPTION.
458	155	60	mens mixed all Shirts
459		60	boys mixed Shirts
460		60	do
461		60	do
462		60	do
463		72	mens mixed 24 Shirts & 48 Drawers
464		72	do 24 48
465		60	do 24 36
466		60	do 12 48
467		84	boys mixed 48 shirts 36 Drawers
468	12241 19767	72	do 36 36
469		72	do 36 36
470		72	do 36 36
471		72	do 24 48
472		54	merino Shirts and Drawers
473	2	2 703	uds printed Satinets
474		2 140	fine wool Foulards
475		27 6914	Thompsonv lles
476		3 34 9034	do heavier

**POOR QUALITY  
ORIGINAL**

0722

27

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
477	4	36	759 $\frac{1}{2}$ yds Thompsonvilles finer
478	5	36	705 $\frac{1}{2}$ do better
479	6	32	749 $\frac{1}{2}$ do
480			20 yds all wool Chenille
481			17 $\frac{1}{2}$ do
482		2	53 fine Black Serge
A			58 $\frac{1}{2}$ do
483	1		38 Blue Velvet
484	2		25 Cardinal Velvet
485	3		35 yds Plush
86	4	32 $\frac{1}{2}$	do
487	5	63	Satin
488	6	55 $\frac{1}{2}$	do
489	7	56 $\frac{1}{2}$	do
490	1	43 $\frac{1}{2}$	do
491	2	42 $\frac{1}{2}$	do
492	3	39 $\frac{1}{2}$	do
493	4	43 $\frac{1}{2}$	do



**POOR QUALITY  
ORIGINAL**

0723

28

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION:
THE FOLLOWING 167 LOTS WILL BE SOLD AS STOCK GOODS WITHOUT ALLOWANCE EXCEPT FOR SHORT QUANTITY			
494	1	21	heavy R M Shirts
495	2	24	do
496	3	25	do
497	4	34	do
498	5	12	do
499	6	18	do
500	7	28	fine White Dress Shirts
501	8	18	unlaundried reinforced Shirts
502	9	39	fine Outing Shirts
503	10	22	do
504	11	26	do
505	12	25	do
506	13	29	do
507	14	25	do
508	15	17	do
509	16	24	all wool Traveling

**POOR QUALITY  
ORIGINAL**

0724

29

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
510	17	20	all-wool Traveling Shirts
511	18	17	do
512	19	24	asstd boys Vests
513	20	30	pr Flannel and Jean Drawers
514	21	50	heavy Overalls and Jumpers
515	22	176	pcs 4 ply Linen Collars
516	23	17	Butchers Aprons
517	24	95	pr R M Hose
518	25	96	Half Hose
519	26	80	do
5 0	27	30	do
21	28	45	prs and pcs Sundries
522	29	30	Skating Caps
523	30	36	si'k Suspenders
524	31	38	fine silk Scarfs
525	32	125	prs and pcs Sundries
526	33	46	pr rolled gold Sleeve Buttons
527	34	1	Lot Goods in show case
A	34 A	1	Show Case
528	36	115	ass Caps

**POOR QUALITY  
ORIGINAL**

0725

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
529	36	1	Upright Show Case
530	37	7	Cassimere Suits C & P
531	38	6	do CP & V
532	39	27	pair Kentucky jean Pants
533	40	20	never rip Pants
534	41	20	do
535	42	12	cassimere Pants
536	43	14	do
537	44	15	do
538	45	30	do knee
539	46	28	do
540	47	24	do
41	48	30	do
542	49	8	pcs Coats and Pants
543	50	3	Overcoats
544	1	148	pcs Persian Trimming
545	2	700	Braid do
546	3	145	yds Gimp do
547	4	60	Black Silk and Beaded Gimp
548	5	30	sets of braid Ornaments

**POOR QUALITY  
ORIGINAL**

0726

31

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
549	6		52 Beaded and Silk Ornaments
550	7		22 Beaded Sets
551	8		28 Beaded Ornaments
552	9		40 yds fine asstd Trimming
553	10		107 remnants of Silk
554	11		39 $\frac{1}{2}$ Silk Fringe
555	12		124 pcs Worsted Goods
556	13		71 $\frac{1}{2}$ yds Velveteen
557	14		85 Dress Trimming
558	1		142 yds Outing Flannel
559	2		126 do
560	3		108 do
561	4		100 do
562	5		105 Remnants all wool Cashimere
563	6		180 Persian Silk Gimp
564	7		60 L. dies Blouses
565	8		58 do
566	9		48 childrens Aprons
567	10		48 do
568	11		48 do

POOR QUALITY  
ORIGINAL

0727

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
569	12	18	Ladies Gingham Wrappers
570	13	16	do do
571	14	20	Ladies fine Aprons
572	1	96	Boys Waists
573	2	96	do
574	3	96	do
575	1	24	heavy camels hair Shirts and Drawers
576	2	20	do Grey
577	3	24	do White
578	4	43	misses asst Shirts
579	5	5	fine wool Cardigans
580	6	6	cloth and flannel Skirts
581	7	11	fine Skirts
582	8	26	Fancy flannel Skirts
583	9	25	boys Pants
584	10	6	silk Umbrellas
585	11	15	embd Skirts
586	12	48	childs Aprons &c
587	13	29	Wool Leggings &c

**POOR QUALITY  
ORIGINAL**

0728

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
588	14	21	yds Black Velvet
589	15	38	do Fur
590	12	1	Lot Buttons
591	8	24	pr Shears
592	A	150	Linen Handkerchiefs
593	B	150	Hemstitched do
594		47	Shade Rollers
595		3	Window Shades
596	1	144	Ladies Belts
597	2	144	do
598	3	144	do
599		144	pcs asstd Night Gown <sup>s</sup> Yokes for Braid
600		144	do do
601		60	square yds Oil Cloth as are
602	14	37	asstd Shirts
603	10	106	wool childs Mitts
604	11	75	Ties
605	12	48	pr ladies fancy Hose
606	13	41	bxs 600 balls Cotton

**POOR QUALITY  
ORIGINAL**

0729

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
607	20	1	bundle cloth
608	21	1	do
609	22	1	do
610	23	1	do
611	24	1	do
612	25	1	do
613	26	1	do
614	27	1	do
615	28	1	do
616	29	1	do
617	30	1	do
618	3	37	Dresses
619	1	216	Goods
620	5	68	do
621	4	28	yds Astrachan
622	2	24	Shirts
623	15	18	Fancy Goods
624	1	32	Lace veils
625	2	75	pcs Goods
626	3	160	do

**POOR QUALITY  
ORIGINAL**

0730

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
627	4	1 case Goods	case 50c as are
628	5	39 pcs Blankets	do
629	6	3 Ladies Jack ets	do
630		600 Skirts	do
631		90 pr silk Suspenders	dc
632	816	17 boys Shirts	do
633	1	96 pr Hose	as are
634	2	24 kne Pants	dc
635	3	134 yds Goods	do
636	4	84	do
637		24 Gingham Umbrellas 26 & 28in	
638		18 pr mens kid Gloves	
639	1	24 Comfortables	
640	2	36 do	
641	3	1 Lot Ticking	
642	4	1 do	
643	5	1 do	
644	6	1 do	
645	7	1 do	
646	8	1 do	



**POOR QUALITY  
ORIGINAL**

0731

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
647	9	1	Lot Ticking
648	10	1	do
649	11	1	do
650	12	1	do
651	13	1	do
652	14	1	do
653	15	17	Lbs worsted Yarn
654	16	21	Shawls
THE FOLLOWING 242 LOTS WILL BE SOLD FOR ACCOUNT OF WHOM IT MAY CONCERN WITHOUT RESERVE AND WITH- OUT ALLOWANCE OF ANY KIND EXCEPT SHORT QUANTITY			
661		3	56½ sor yds Oil Cloth
662		3	50½ do
663		3	38½ do
664		3	53½ do
665		2	53½ do
666		3	45 do
667		1	27½ do

**POOR QUALITY  
ORIGINAL**

0732

37

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
668		3	74½ sqr yds Oil Cloth
669		2	40½ do
670		2	62½ do
671		2	53½ do
672		3	48 do
673		1	29½ sqr yds Linoleum
674		1	26½ Oil Cloth
675		1	107 do
676		1	56 yds Tapestry Carpet
677		1	51½ do
678		1	51½ do
679		1	37 do
680		1	32½ do
681		1	47½ do
682		1	53½ Body Brussels Carpet
683		5	33 do do
684		1	86 yds Ingrain Carpet
685			77½ do
686			61 do
687			67½ do

**POOR QUALITY  
ORIGINAL**

0733

38

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
688			50 yds Ingrain Carpet
689			43 $\frac{3}{4}$ do
690		3	58 $\frac{1}{2}$ do
691		2	66 $\frac{1}{2}$ do
692		1	30 $\frac{1}{2}$ do
693		2	131 yds Venetian Stair Carpet
694		1	34 $\frac{1}{2}$ Tapestry
695		1	58 $\frac{1}{8}$ do
696		1	36 do
697			41 do
698			53 $\frac{1}{2}$ do
699			44 do
700			47 $\frac{1}{2}$ do
701			30 do
702			37 $\frac{1}{2}$ do
703		2	29 $\frac{3}{4}$ do
704		2	31 $\frac{1}{4}$ do
705		2	33 $\frac{1}{4}$ do
706		3	34 $\frac{3}{8}$ do
707		3	33 $\frac{1}{2}$ do

**POOR QUALITY  
ORIGINAL**

0734

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.	
708		3	43 $\frac{1}{4}$	yds Tapestry
709		5	53 $\frac{1}{2}$	do
710		6	47 $\frac{1}{4}$	do
711		8	38	do
712		1	46 $\frac{1}{2}$	yds Body Brussels stair Carpet
713		1	33 $\frac{1}{4}$	do
714		1	32	do do
715		1	23 $\frac{1}{2}$	do do
716		1	23 $\frac{1}{2}$	do do
717		2	34 $\frac{1}{8}$	do do
718		2	30	do do
719		2	31	do do
720		3	37 $\frac{7}{8}$	do do
721		3	28	do do
722		3	19 $\frac{1}{2}$	do do
723		2	67 $\frac{1}{4}$	Ingrain Carpet
724		2	22 $\frac{3}{4}$	Border
725		1	59 $\frac{1}{2}$	Venetian Stair Carpet
726		1	74 $\frac{1}{2}$	do do
727		1	52 $\frac{1}{2}$	do do

**POOR QUALITY  
ORIGINAL**

0735

40

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
728		2	90 yds Venetian Stair Carpet
729		43	92½ Brussels Carpets
730		34	57½ do
731			1 Lot do
732		25	140 yds Ingrain Carpets
733		10	63½ asstd Carpets
734			6 R u g s
735			6 do
736			5 do
737			3 do
738			9 do
739			11 do
740			9 M a t s
741			9 do
742			8 do
743		1	37 yds Matting
744		1	40½ do
745		1	38½ do
746		2	54½ yds Coco Matting
747			1 Lot Window Shades

**POOR QUALITY  
ORIGINAL**

0736

41

Lot.	Mrs. & Nos.	Quantity.	DESCRIPTION.
748		2	60½ yds stair Oilcloth
749		4	33¾ Oilcloth Bo der
750		3	55¾ sq yds Oilcloth
751		3	33¾ do
752		2	25½ do
753		3	53¾ do
754		3	64¾ do
755		3	85¾ do
756		4	37¾ do
757		3	38¾ do
758		2	53 do
759		3	43½ do
760		4	39½ do
761		4	75¾ do
762		3	44½ do
763		3	27 do
764		4	15¾ do
765		7	28¾ do
766		5	29½ do
767		4	26½ do

**POOR QUALITY  
ORIGINAL**

0737

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
768		4	19 $\frac{1}{2}$ qr yds Oil Cloth
769		4	38 $\frac{1}{2}$ do
770		4	33 $\frac{1}{2}$ do
771 <sup>W</sup> <sub>SE</sub>		12	49 $\frac{1}{2}$ do
772		17	53 $\frac{1}{2}$ do
773		9	45 $\frac{1}{2}$ do
774		9	34 $\frac{1}{2}$ do
775		10	47 $\frac{1}{2}$ do
776		11	48 $\frac{1}{2}$ do
777		6	40 $\frac{1}{2}$ do
778			37 pcs Oil Cloth
779			66 do
780			3 do
781			56 yds made up Mcquette 40 $\frac{1}{2}$ carpet 15 $\frac{1}{2}$ border
782		32 $\frac{1}{2}$	do 19 $\frac{1}{2}$ 12 $\frac{1}{2}$
783		25 $\frac{1}{2}$	yds made up Brussels Carpet
784		12	do do
785		9 $\frac{1}{2}$	do do
786		15	do do

**POOR QUALITY  
ORIGINAL**

0738

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
787			21 yds Ingrain Carpet
788		12½	do
789		11½	do
790		16½	do
A			1 case Sundries case 75
791	1		10 asstd Coats
792	2	9	do
793	3		10 Beaver Coats
794	4		20 Cheviot Coats
795	5		15 Beaver Coats
796	6		13 Overcoats
797	7		13 Cheviot Coats and Vests
798	8		15 worsted do
799	9		11 a ssimere do
800	10		18 cheviot Coats
801	11		10 Beaver Overcoats
802	12		13 Ulsters
803	13		15 boys Cape Overcoats
804	14		12 youthes Ulsters
805	15		10 Beaver Overcoats



**POOR QUALITY  
ORIGINAL**

0739

44

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
806	16	12	Ulster.
807	17	10	Cheviot Coats
808	18	16	Worsted Coats
809	19	24	Beaver Overcoats
810	20	14	Coats
811	21	10	boys Overcoats
812	22	25	Beaver Coats
813	23	10	mens Cheviot Overcoats
814	24	14	Overcoats
815	25	14	do
816	26	12	Coats and Vests
817	27	10	Worsted Suits asstd
818	28	13	mens Coats
819	29	12	Kersey Overcoats
820	30	22	mens Coats
821	31	10	Overcoats
822	32	12	do
823	33	26	mens Worsted Coats
824	34	15	worsted Suits
825	35	16	Coats & Vests

**POOR QUALITY  
ORIGINAL**

0740

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
826	36	12	Cloth Coats
827	37	31	cheviot & worsted Coats
828	38	10	mens cheviot Coats
829	39	14	worsted Coats
830	40	16	cassimere Coats
831	41	15	youths Suits C & V asstd
832	42	15	flannel Coats
833	43	13	mens Overcoats
834	44	32	Coats
835	45	12	Overcoats
836	46	14	mens fine Worsted Coats
837	47	10	Beaver Overcoats
838	48	21	Cheviot and Cassimere Coats & Vests
839	49	14	Suits
840	50	20	pr Pants
841	51	24	pr Pants
842	52	36	Cassmere Pants
843	53	30	do
844	54	20	Cheviot Pants
845	55	24	Pants

**POOR QUALITY  
ORIGINAL**

0741

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
846	56	17	pair Pants
847	57	16	worsted Pants
848	58	24	Pants
849	59	16	do
850	60	24	do
851	61	11	do Cheviot
852	62	19	do Flannel
853	63	20	cheviot Coats
854	64	40	youths Pants worsted and cheviot
855	65	36	pr Pants
856	66	13	mens Coats cheviot and Flannel
857	67	8	mens Ulsters
858	68	32	pr mens Pants
859	69	20	boys Jackets
860	70	49	Ladies Jackets
861	71	50	mens Vests
862	72	21	Coats
863	73	49	boys Pants
864	4	40	mens Vests
865	75	19	Overcoa's

**POOR QUALITY  
ORIGINAL**

0742

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
866	76	20	Overcoats
867	77	25	C o a t s
868	78	25	do
869	79	25	do
870	80	50	do
871	81	50	do
872	82	50	do
873	83	50	do
874	84	50	do
875	85	50	do
876	86	50	do
877	87	50	do
878	88	50	do
879	89	50	do
880	90	50	do
881	91	50	do
882	92	50	do
883	93	50	do
884	94	50	do
885	95	50	prs Pants

**POOR QUALITY  
ORIGINAL**

0743

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
886	96	50	pair Pants
887	97	50	do
888	98	50	do
889	99	50	do
890	100	101	Vests
891	101	100	Vests
892	102	50	C o a t s
893	103	55	do
894	104	51	pr Pants.
895	105	50	Coats
896	106	50	Vests
897	107	100	do
898	108	29	Military Coats.
899	109	30	do
900	110	30	do
901	111	30	do
902	112	28	do
903	113	24	C o a t s
A	114	23	do
904	1	2	Hides Patent Leather

**POOR QUALITY  
ORIGINAL**

0744

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.
905	2	2	Hides Patent Leather
906	3	2	do
907	4	2	do
908	5	2	do
909	6	2	d
910	7	2	do
911	1	214 yds	Table Cloths as are
912	2	550	linen Toweling do
913	3	105	T.R Tablecloths as are
914	4	115	do linen do
915	5	270	Linings do
916	6	234	do do
917	7	452	Dress Goods do
918	8	689	Ginghams do
919	9	242	Cheviot as are
920	10	212	Dress Goods do
921	11	161	Canton Flannel do
922	12	220	Muslin do
923	13	519½	do do
924	14	479½	do do

**POOR QUALITY  
ORIGINAL**

0745

Lot.	Mks. & Nos.	Quantity.	DESCRIPTION.	
925	15	742½	yds Gingham	as are
926	16	214½	Picking	as are
927	17	157	do	do
928	18	712	Gingham	do
929	19	452	Muslin	do
930	20	190½	Crossbar Muslin	do
931	21	278½	Denims	do
932	22	278½	do	do
933	23	278½	do	do
934	24	328	do	do

WM TOPPING & CO  
Auctioneers

THOMAS A. O'KEEFE,  
48 & 50 Duane St.

**POOR QUALITY  
ORIGINAL**

0746

**TUESDAY**

**Nov. 17th.**

**REGULAR WEEKLY SALE OF  
STAPLE AND FANCY DRY GOODS  
Notion Clothing, &c.**

**MENS' YOUTH AND BOYS' CLOTHING**

In season styles and qualities.

**By order of a Leading Manufacturer,  
250 FINE SEAL PLUS, SARCQUES, JACKETS, CLOAKS,  
NEWMARKETS, &c. made for this season's trade, to be  
sold to close an account.**

**THURSDAY, Nov. 19th.**

**AT TEN O'CLOCK,**

**FOR ACCOUNT OF UNDERWRITERS.**

**SPECIAL AND PEREMPTORY SALE OF  
Dry Goods, Clothing, Boots, Shoes, &c.**

**COMPRISING**

**350 Cases and Bales DRY GOODS, SILKS, VELVETS, CARPETS,  
HATS, CAPS, BOOTS, SHOES, TABLE OIL-CLOTHS, HOSIERY,  
UNDERWEAR, &c. ex Steamship "El Dorado," Dry and in good order**



POOR QUALITY  
ORIGINAL

0747

People &  
vs  
Harris Platt

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

POOR QUALITY  
ORIGINAL

0748

Fire Department of the City of New York.

BUREAU OF FIRE MARSHAL.

(Form No. 3.)

(157 & 159 EAST 67th STREET.)

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

of No. *31 Allen Street,*

being duly sworn, deposes and says:

*Meyer Balorofsky,*  
*that on Sunday*

*morning November 8<sup>th</sup> at about 12<sup>30</sup>*  
*Am Harris Schornwitz came to my*  
*house to hurry up and come to the*  
*cellar of 1044 Allen St. that the place*  
*of Platt was on fire and that his*  
*man Schornwitz told him that he*  
*seen a man in the cellar of Platt*  
*through the partition but he could*  
*not tell who he was that he went*  
*into his cellar and helped to remove*  
*some barrels of potatoes until*  
*driven out by the smoke*

*(Signature)*

Subscribed and sworn to, this *17<sup>th</sup>*  
*November* 188*4*, before me.

Day of

*Street Frank*  
*West Fire Insurance*

**POOR QUALITY  
ORIGINAL**

0749

Statement-

Meyer Belokofsky  
— "

~~XXX~~ ~~XXX~~  
~~XXX~~

~~XXX~~ ~~XXX~~ 11

McKee. Saml. Ex. cused by People.  
6 Engelholm Hamibal-  
Lane Ira G.  
Kobas Isaac G.  
Glossner Otto.  
Hilbergh David H.  
Williams V Paul V  
Moorecraft. Walter.  
Treanor Jno D  
O'Brien Martin J.  
Mossler Valentin  
Morris Jacob H  
Hunkley Fred S.  
Stangman Benj F.  
Wolfschmidt Louis. Ex. cused by Res  
Snell. —  
Higgins Luke.  
Hildebrand. Wm H.  
Brown Harvey J.  
Lockwood. Augustus H.  
Hilborn Julius.  
Higgins J. P.

POOR QUALITY  
ORIGINAL

0751

*Eisenm. Leopold*

POOR QUALITY  
ORIGINAL

0752

Removed to 170 Bowery near Grand

OFFICE OF

D. L. PRAGER,

FIRE \* INSURANCE \* AGENCY,

12 WOOSTER STREET,

143 Bowery

NOTARY PUBLIC AND  
COMMISSIONER OF DEEDS.

Residence: 31 Delancey Street,

New York, June 30 1891

Farmount Insurance Association

Phil  
The Bearer of this letter is  
Mr. Harris Plitt of New York  
City Residence 44 Allen which  
has sustained a damage to his  
stock & fire by fire I hope that you  
will try to settle with him

I know you can if you will  
I think that Mr C. W. Peasley  
has spoken about me I have  
a large amount of Policies  
in your company,

Yours truly  
D. L. Prager

POOR QUALITY  
ORIGINAL

0753

District Attorney's Office  
City & County of  
New York.

189

Case of Harris Pitt  
44 Allen St -

Arson

Held in Court Mkt Ch.

Names of persons in building at  
time of fire

Asher Steinmetz

1<sup>st</sup> floor front S. S.

Philip Fleischmann

1<sup>st</sup> floor front N. S.

If any change is necessary I  
will let you know in the  
morning -

Justified

POOR QUALITY  
ORIGINAL

0754

# Fire Department

157 & 159 East 67<sup>th</sup> Street.

Office of Fire Marshal.

New York Nov 16<sup>th</sup> 1891

Mr. D. Lindsay, Esq.  
Asst. Dist. Atty.

32 Chambers St.

Dear Sir:

The names I left with you  
are those of the heads of families  
renting and occupying rooms in  
No. 44 Allen St. at the time of  
the fire. The lessee of the building  
is John Peter Kopf, of 9, West  
St., and the owner is Admiral D. L.  
Branie, U. S. N., No. 67 1<sup>st</sup> Place Brook-  
lyn - Insurance on buildg \$4000 -

Respectfully,  
J. A. Mitchell



POOR QUALITY  
ORIGINAL

0755

CITY AND COUNTY OF NEW YORK, ss.

POLICE COURT,

DISTRICT.

I, James C. McAdam, of No. 1111 Broadway, Street, aged 31 years,

occupation being duly sworn deposes and says

that on the 1st day of Nov. 1891

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

Sworn to before me this 1st day of Nov. 1891  
J. C. McAdam  
Police Justice.

James C. McAdam (now here) is a maternal and proper witness for the people and the believe I and Henry will not be forthcoming when wanted and I depose and pray the Court direct

James C. McAdam

POOR QUALITY  
ORIGINAL

0756

Police Court--*E* District.

THE PEOPLE, & c.,  
ON THE COMPLAINT OF

vs. *✓*

*Jacob Thompson*

Dated

188

*Wm. S. Duff* Magistrate.

*McDonald* Officer.

Witness,

Disposition,

*House of  
Detention*

AFFIDAVIT.

POOR QUALITY  
ORIGINAL

0757

No. 1.

*Wilkins*  
District Attorney's Office.

408

PEOPLE

vs.

Plitt

*Wilkins -*

Nov 1891 - Went

<sup>44</sup>  
to Allen & Plitt

put up stock &

brought it to

store - 105 lots

was present when

sold - — <sup>to</sup> 483.94

No. 1.

*Plitt*  
District Attorney's Office.

408

*Jan 6/92*  
PEOPLE

vs.

Plitt

*Geo W. Eantony*  
<sup>Anticipation</sup>

Sale Nov 13/91

105 Lots —

Brought <sup>\$</sup>483.94

*Adolfus Wilkins -*

connection clerk & Col.

beamy clerk —

Rec'd the goods  
from Plitt

POOR QUALITY  
ORIGINAL

0758

CHARLES W. PEASLEY,  
Licensed Insurance Agent

Mr Peasley

18 & 20 LIBERTY STREET,

New York, 189

Plitt. had two policies. 1000  
Fairmount. 1500 Wytheville, neither  
have been canceled to our knowledge.  
Plitt made application for 2000  
Ins. after 1<sup>st</sup> fire, we sent out and  
got one policy. It came in the  
morning after he was arrested - we  
sent it back on that account -

His wife or some woman claiming to  
be called at the office for  
policy. When her name did not  
match any for him.

We had information that the goods  
that Plitt claimed loss on, were  
goods that he had bought from  
some one who had, had a fire.  
some better proof.

✓ S. J. Rosenthal  
Knows man that  
Plitt bought the goods of.

C. W. Peasley

POOR QUALITY  
ORIGINAL

0759

Mr Peasley

J. H. Wood  
Telephone 18020 Liberty

POOR QUALITY  
ORIGINAL

0760

Section 618, Cod. Cr. Pr.

Court of General Sessions of the Peace,  
City and County of New York.

THE PEOPLE, &c.,

vs.

Carlyle W. Harris  
Defendant

Indicted for Murder 1<sup>st</sup> Degree.

being duly sworn, says that he is one of the <sup>Deputy</sup> Assistant District Attorneys of the City and County of New York, and that he believes that the evidence of John F. Latham who resides at Syracuse, New York is material, and that the attendance of said John F. Latham at the trial of the above-named defendant is necessary.

Assistant District Attorney.

Sworn before me this 2<sup>nd</sup> day of January 1897

Jacob Washburn,  
Notary Public,  
N. Y. Co.

Charles E. Simms Jr

N. Y. Co.

POOR QUALITY  
ORIGINAL

0761

Mr. Paddock  
PART I. See above  
The Court Room is in the second story and fronting the Park.  
If this Subpoena is disobeyed, an attachment will immediately issue.  
Bring this Subpoena with you, and give it to the officer at the Court Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA FOR A WITNESS TO ATTEND THE GENERAL SESSIONS OF THE PEACE.

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

To J. W. Paddock  
of No. 91 Hester Street

YOU ARE COMMANDED to appear before the Court of General Sessions of the Peace in and for the City and County of New York, at the Sessions Building, adjoining the New Court House in the City Hall Park, in the City of New York, on the day of JANUARY 1892 at the hour of 11 in the forenoon of the same day, as a witness in a criminal action prosecuted by the People of the State of New York, against

Dated at the City of New York, the first Monday of JANUARY  
in the year of our Lord 1892

DE LANCEY NICOLL, District Attorney.

As to see Mr. Winnet  
at 11 o'clock A.M.

PART I.

The Court Room is in the second story and fronting the Park.  
If this Subpoena is disobeyed, an attachment will immediately issue.  
Bring this Subpoena with you, and give it to the officer at the Court Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA FOR A WITNESS TO ATTEND THE GENERAL SESSIONS OF THE PEACE.

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

To Chas. W. Paddock  
of No. 18. 20 S. Street Street

YOU ARE COMMANDED to appear before the Court of General Sessions of the Peace in and for the City and County of New York, at the Sessions Building, adjoining the New Court House in the City Hall Park, in the City of New York, on the day of JANUARY 1892 at the hour of 11 in the forenoon of the same day, as a witness in a criminal action prosecuted by the People of the State of New York, against

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Bring this Subpoena with you, and give it to the officer at the Court Room door, that your attendance may be known.

[SEE OTHER SIDE FOR OTHER DIRECTIONS.]

SUBPOENA FOR A WITNESS TO ATTEND THE GENERAL SESSIONS OF THE PEACE.

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

To John. Peter Hoff  
of No. 91 Hester Pleasant Plains State Street

YOU ARE COMMANDED to appear before the Court of General Sessions of the Peace in and for the City and County of New York, at the Sessions Building, adjoining the New Court House in the City Hall Park, in the City of New York, on the day of JANUARY 1892 at the hour of 11 in the forenoon of the same day, as a witness in a criminal action prosecuted by the People of the State of New York, against

Dated at the City of New York, the first Monday of JANUARY  
in the year of our Lord 1892

DE LANCEY NICOLL, District Attorney.

As to see Mr. Winnet  
at 11 o'clock A.M.

POOR QUALITY  
ORIGINAL

0762

District Attorney's Office  
City & County of  
New York.

189

Thomson - fruit pedler 17 yrs old.  
worked for Meyer Belofsky 31 Allen  
fruits. Rents cellar & 4 Allen  
Was in cellar Saturday night -  
Was



POOR QUALITY  
ORIGINAL

0763

District Attorneys Office  
City & County of  
New York.

189

Frank Handelman - 12<sup>30</sup> p.m. went through  
Allen. Saw smoke coming out of  
44 Allen. - Man getting out potatoes  
Saw Kormiskey on side walk.  
Said saw Blith light fire -  
with Kerosene oil.  
Isarfingel. Lives at 46 Allen. - Saw  
smoke.

POOR QUALITY  
ORIGINAL

0764

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

189

Harni Schenowitz : was down cellar at  
Allen St. - He was dozing off &  
Kornsky woke him up.  
And asked him did you see  
something over there - & he  
saw the fire and he ran  
out - Outside. he spoke to  
the Potato man -

He knows Plitt - He did not  
look long enough to recognize Plitt  
or

0765



New York Aug 8 1891

Leper  
Harris Plot } Arson

Residence of Rev<sup>rs</sup> Mr. & Mrs. Jacob Korensky  
a member of above Congregation  
in House of Representatives

75

POOR QUALITY  
ORIGINAL

0766

No. 2.

400

TO THE CHIEF CLERK.

Please send me the Papers in the Case of  
PEOPLE

vs.

~~8~~

2500 on Store

~~8~~

500 on household  
furniture

District Attorney.

No. 2.

400

TO THE CHIEF CLERK.

Please send me the Papers in the Case of  
PEOPLE

vs.

~~Retained~~

John H. Cordes

Manager N B M

Ind Co

D. L. Prager

140 Bowery

District Attorney.

or 148. Bowery

POOR QUALITY  
ORIGINAL

0767

No. 1.

District Attorney's Office.

408

PEOPLE

vs.

Get Sweeney &  
Young. Officers  
from A. Precinct

POOR QUALITY  
ORIGINAL

0768

No. 1.

408

District Attorney's Office.

PEOPLE

vs.

Mr. Kopf

Residence of 44 Allen

Knows what  
part of house

Plitt ~~stamped~~

Conversations a  
week ~~after~~  
~~Go of~~ ~~the~~  
about the  
goods in cellar

You want to  
make another  
one over

POOR QUALITY  
ORIGINAL

0769

The produced  
furo policy  
300 & said  
would I see  
for it

---

Crucial between  
boards

---

Section of  
youths  
in diagram

---

POOR QUALITY  
ORIGINAL

0770

District Attorney's Office  
City & County of  
New York.

189

Wynburn & Co.

Chas W. Parnley - 18420 Liberty St.

(Fpt. du 76) Parnley & Parnley.

The Fairman & Co. of Parnley.

North British Mercantile & Co.

Philip Joseph Agt. 232 Broadway Room 12.

Wm Topping 7 White St.



POOR QUALITY  
ORIGINAL

0771

District Attorney's Office  
City & County of  
New York.

Pett

189

served Kopf  
Joseph for Jan 7/9

District Attorney's Office  
City & County of  
New York

189

Fred Block - On Sunday afternoon

March 10. Late of 12<sup>th</sup> fire  
he saw Platt walking around in  
his cellar & carrying a lighted  
candle. Saw him through cracks  
that might fire trap place  
in Platt's cellar. Next day  
Platt assaulted him because  
Block had said that he  
(P.) was seen walking  
around cellar with a light

This conversation took  
place in Miller's stable

(Fire at 137 Hudson St  
started in Platt's wood shed &  
burned to his store)

Platt owed B for coal  
2 weeks after the fire

POOR QUALITY  
ORIGINAL

0773

District Attorney's Office  
City & County of New York

1038

189

Plett accused me of saying  
that he had set fire to cellar  
& Plett assaulted me & his  
wife & he was in Tomb  
& days  
— " —

**POOR QUALITY  
ORIGINAL**

0774

Block

POOR QUALITY  
ORIGINAL

0775

District Attorney's Office

1892

Jan 6-7-

PEOPLE

vs.

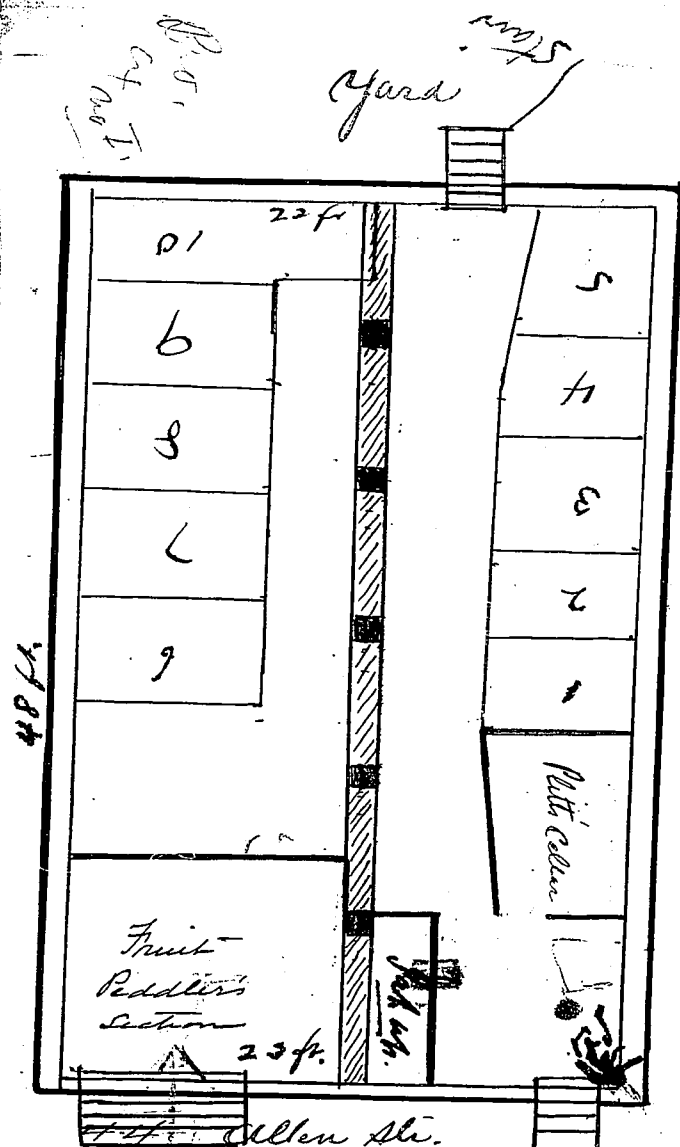
Harris Plitt

Jurors.

1. Frank J. Barrett
2. Henry Rudolf
3. William D. Fox
4. Thomas S. Tacom
5. William Ballback
6. Hannibal Engelman
7. Harry E. Brown
8. John J. D. Trenor
9. Valentine Moeslein
10. Benjamin F. Stangland
11. James P. Higginson
12. Leopold Eisemann

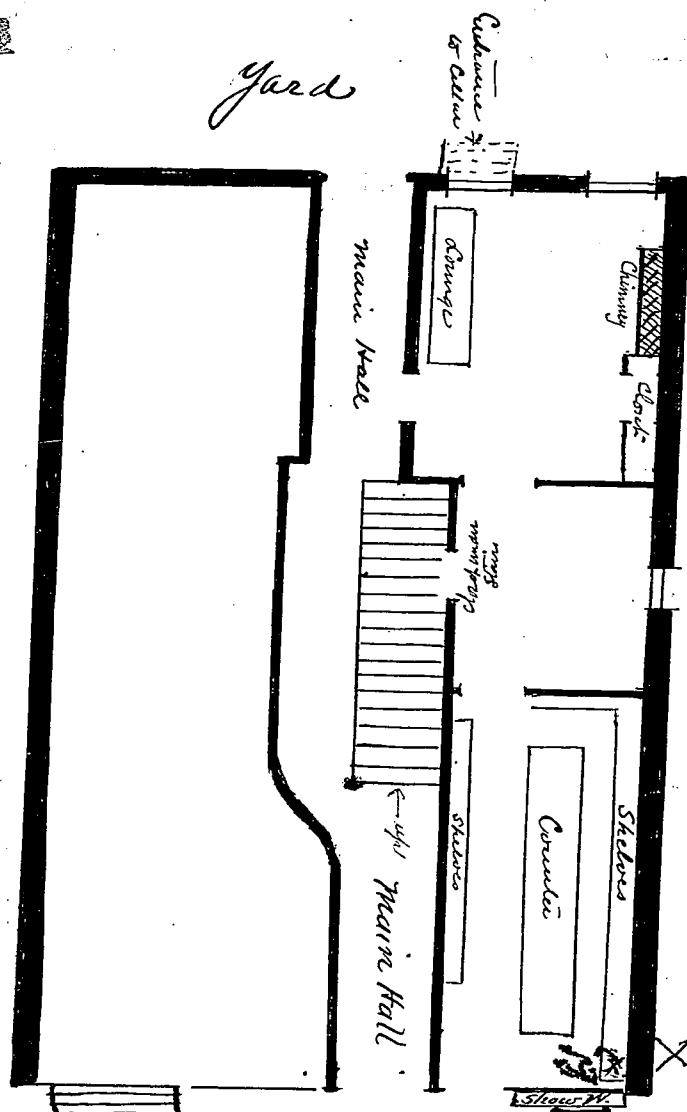
POOR QUALITY  
ORIGINAL

0776



44 Allen St.  
Cellar Plan  
Scale 1/8

Plans  
of  
Plitt's Store



44 Allen St.  
Plan of 1st floor  
South side  
Scale 1/8

① Refugee

Moulthack

Knocked at door -

Leventhal

box - rubbed leg at 11<sup>45</sup>

Human Traff.

box - rubbed leg -  
identically the same words -

Dr. Tuffe -

Known deft. 5 yrs. - family physician -  
no apc of ~~visits~~  
Legaina -  
Knows nothing about accident,  
no holes.

Israel

Saw him without a hat.

Betsy Harris

Saw him without a hat.

Levene

Knows nothing -

~~Topping~~

Knows nothing

Murphy

Knows nothing -

Gruner

Honest, hard, working -  
He owes me now - Knows 2 persons who know him.

(2)

Heiman

Knows nothing -

Schaffer

President of Ass.  
never heard any one say anything about him -

Blumberg

Glacier

Has no shop -

Harvin Platt

Place closed Sat. In  
went home at 5<sup>30</sup> & opened the store - my  
family were in the back of the room - I left  
at 51 Allen St. My wife came with the  
children every day -

I slept on lounge

Dr. made me remove the children -

How many beds at 44

Saw him a pair of pants - Sold them for  
30 cts. wouldn't let him keep push cart  
in front of my store - Called him home -

Made a claim of over \$1000 worth of goods -  
Pol. 7424 damaged over \$400 -

One Co. paid \$75.00

He offered me \$25 for policy -

~~Had~~ <sup>I had</sup> Kerosine about 2 cts. in a can -

We used Kerosine at 51 for store & camp -



POOR QUALITY  
ORIGINAL

0779

On Sunday morning Nov 8<sup>th</sup> 1891 I was in the  
11<sup>th</sup> Precinct Station House when the Doorman came  
in and said there was a fire around in Allen St.  
I then immediately went around to the fire  
watch was at # 444 Allen St. I then established  
a fire line with the officers present. I then  
went into the house to inquire who occupied  
the Trimming Store but no one knew the name  
of the occupant. I then went out to the  
sidewalk and saw a witness named Handerman  
who said that there was a Boy in the milk  
store #46 Allen St who said that he seen  
a man pouring oil on the fire in the Celler.  
I then brought the witness Handerman to the  
store where the Boy was and had him to ask  
the Boy Korinsky to repeat what he had  
said about the man in the Celler pouring  
oil and the witness Handerman interpreted  
what Korinsky had said. I then placed  
the witness Korinsky in charge of an officer  
and had him brought to the Station House.  
I then remained at the fire when some  
person said there is the man who  
occupies the store, Chief McGill was standing  
in front of the premises I then told him  
that the man that occupies the store is  
inside. I then told him I had a Boy  
who said he had seen a man pouring oil.

on the Fire in the celler, Chief M<sup>c</sup>Gill then said take him to the Station House. I then placed him under arrest and on the way to the Station house he said he was sleeping on a Lounge in rear of the store. I asked him where his wife and Children were he said his wife slept at 51 Allen St where he had moved to three weeks previous, I also asked him if he was Insured he said he was not when arranged before the Deed in the Station house the Witness Korinsky was asked by officer Dokel who was the man that he seen in the Celler, he then pointed to the prisoner and said he was the man he had seen in the Celler pouring oil on the Fire - His pedigree was then taken by Sargent John M<sup>c</sup>Sweeney - I was then ordered to search the prisoner. I searched the prisoner and found three or Four Insurance Policies when I found the policies I said ah I thought you said you were not Insured. ~~I then~~ He then said they were for the Synagogue I opened one of the policies and read the name Harris Plitt. When Fireman Dougherty said I have the name Harris Plitt the same as in the Policies - Fireman Dougherty said to Chief M<sup>c</sup>Gill to smell his hands to see if there was oil on them, when the Chief went to get a hold of his hands he

POOR QUALITY  
ORIGINAL

0781

3

pulled them away - He then grabbed his hands and ~~then~~ he said they smelled of oil - He then asked me to smell them with I did I also smell oil on ~~at~~ his fingers.

Then he lifted his right leg up and showed me a rag tied around his leg with he said received a wound by an accident on a Rail Road Car - I then examined the wound a small sore about as large as the top of the index finger - He said he was using the oil for it - I then smell his leg and I detected a strong smell of Iodoform the Prisoner was then taken in charge by the Doorman

Respectfully  
Jas. E. McAdam  
Roundman  
11<sup>th</sup> Precinct

**POOR QUALITY  
ORIGINAL**

0782

~~Off~~  
Rouclon  
M. A. clau

POOR QUALITY  
ORIGINAL

0783

*J. J.*

STENOGRAPHER'S MINUTES.

District Police Court.

THE PEOPLE, &c., IN COMPLAINT OF

*Mitchell*  
*vs.*  
*Prison.*

BEFORE HON.

*P. J. Duffy*  
POLICE JUSTICE,  
*Nov 14 1889*

APPEARANCES:

For the People,

For the Defence,

188

INDEX.

WITNESSES

Direct Ex.

Cross Ex.

Re-Direct.

Re-Cross.

*Lorinczy*  
*McMill*  
*Donogherty*  
*McAdams*  
*Mahevey*

<i>1</i>	<i>14</i>		
<i>15</i>	<i>21</i>	<i>30</i>	
<i>22</i>	<i>25</i>		
<i>26</i>	<i>29</i>		
<i>34</i>	<i>36</i>		

*M. J. Treacy*  
Official Stenographer.

New York Nov 14<sup>th</sup> 1891  
Third District Police  
Court. Officer J. Duffey.  
Residing Justice.

James Mitchell }  
Harris Pitt } Dr. now

Jacob Morinsky being  
duly sworn deposes  
and says:

- Q. How old  
A. are you? (17) Seventeen  
Q. years. Where do you  
live?  
A. 31 Allen St.  
Q. Where were you on  
last Sunday night  
at 44 Allen St.  
A. I was there

Q.

on Sunday night  
at half past 12)

Q.

Twelve O'clock' Was it

Sunday morning  
or Saturday night

Q.

Sunday morning  
What were you  
doing there?

A.

I was peddling  
and had some stock  
left and brought  
some there

Q.

Where did  
you go then, where  
you brought it there

A.

When I went  
down to the cellar, I  
saw a fire

Q.

What  
did you do there?

A.

There was a  
little board there

Q.

I.

And I looked through it, and I saw the man (Pitt) whether he had a bottle or candle I cannot tell

Q. Was it a candle or can?

A. A bottle and a candle, I saw him pour something on the fire.

Q. Do you know that man (Pitt)?

A. I know him (H) few months

Q. Is that the man (Defendant)?

Q. Yes Sir, What did the Defendant do then?

A. After that I went up stairs



H

and met a man  
who was stuff in  
that cellar, and  
we both went back  
and then the fire  
was larger, and  
then we went out

Q.

and gave the alarm  
Has anyone with  
you the first time  
you saw the man  
pouring something  
on the fire?

A.

No one but

Q.

myself Did you see  
anyone on the street  
when you got out,  
besides the man you  
spoke of?

A.

The first time  
I saw no one, the  
second time, I met

H

5

Q. a man who lives  
at No 46 Allen St  
and I told him  
there was a fire  
Did you tell  
him you saw a  
man light the fire?  
A. Yes  
Cross Examination

Q. How long do you  
know the defendant?

A. Three or four  
months

Q. Have you  
ever had any trouble  
with him?

A. Q. Where do you live?  
A. No 31 Allen

Q. Do you under-  
stand English, how  
5

6

Q. Long have you been here?  
A. One year and a half.

Q. You say there was a fire there when you first went down in the cellar?

A. Q. Yes, sir, Did you go into the cellar where the fire was?

A. Q. No, sir, You did not go in where the fire was?

A. Q. No, sir, How much of a fire was there when you went up?

A. About three or four feet, when

7

I came back the  
second time it  
was larger

Q. Did you  
say anything to  
the man you saw  
in there?

A. No Sir,  
Q. You did not say  
anything to him?

A. No Sir  
Q. Did you not ask  
him what he was  
doing there?

A. No Sir,  
Q. How long did you  
stay there the first  
time?

A. About a  
minute and a  
half

Q. The fire was  
burning big when  
70

S.

Q. You first saw it?

A. Yes Sir.

Q. How high, as high  
as you are?

A. Higher than

Q. I am. You saw him  
put something on  
the fire?

A. Yes Sir.

Q. Kerosene oil

A. How do you

know it was kerosene

Q. As soon as he  
put it on the  
fire got larger.

Q. What did he  
have it in?

A. I cannot tell,  
I did not see it  
very good whether it  
was in a bottle or  
can, about as big  
(8x5 inches)

L

Q. What did he do with the can or the bottle?

A. I do not know what he did with it, but I saw him put it <sup>in</sup> ~~on~~ and I went up

Q. Where were you there after that?

A. I did go down with another man

Q. Did you see any can or bottle there?

A. No, the fire was larger, there was smoke, the second time

Q. What makes you say it was kerosene?

A. Because I saw it was, if he

10

put water on it  
would not get larg-

Q. Did he take the  
can right up <sup>and</sup>  
put it on the  
blaze

A. There was the  
fire and he put it  
that way

Q. When did  
you first tell that  
you saw this man  
(Sergeant) there?

A. That man (Mr  
Garfinkle)

Q. What did  
you tell Garfinkle?

A. I told him there  
was a big fire in  
the cellar.

Q. Did you  
tell him you saw  
10

11

Q. Anyone in the cellar  
with me went out  
with this man (Mr.  
Schimontz) and when  
we got out and  
met Garfinkle, I  
said "There is a big  
fire, the man in  
the store made a  
fire down stairs".

Q. Where did you go  
then?

Q. Henderson  
came and the Police  
man came and  
told both of them the  
same thing.

Q. That you  
had seen defendant  
in the cellar mak-  
ing a fire?

Q. Yes Sir,  
He was he (the

11



L2

Q. Defendant dressed?

Q. With a long coat on? Did he have nothing but a coat on?

A. I cannot tell that. I cannot tell whether he had pants on or not look for his coat or pants, I looked in his face

Q. When did you first see Mr Mitchell Fire Marshal?

A. I saw him on Eldridge St, on Sunday morning I saw him in the Station House.

Q. Was the Defendant

under arrest then?

A. Yes Sir.

13

Q. Was the Defendant there when you saw the Fire Marshal?

A. Yes Sir,  
Q. Was he right by you and the Fire Marshal?

A. He did not stay along side of us, but he was in another room.

Q. What did the Fire Marshal say to you?

A. He asked me if I was sure I saw him make a fire, I told him what I stated the other day, what I saw, he asked me if I had any trouble with him, I never had

13

14

any trouble with  
Q. him? Where did you  
not see the Defendant  
after you saw him in  
the cellar?  
A. After the fire  
engines got there, I  
saw him in the  
street.

Exposed before me  
this 14<sup>th</sup> day of Nov 1891

Police Justice

14

15

Joseph McGill,  
Chief of Stationer,  
living 4000 Morris

Q. Reposes and says,  
Were you called to  
a fire last Sunday  
morning?

A. Yes Sir, about  
12.37 o'clock I re-  
sponded promptly, I  
found the fire in  
the front part of the  
cellar of No 44  
Allen St

Q. Did it take  
you long to ex-  
tinguish the fire

A. About fifteen or  
twenty minutes.

Q. Did you make  
an examination?

A. Not exactly, it was  
nothing but an  
ordinary fire (15)

16

Q. Did you see any  
one connected with  
the peace?

Q. Yes, Sir,  
they did you see?

Q. The Defendant  
Was he dressed?

Q. Yes Sir,  
Did you speak to  
him?

Q. In this way,  
Remondson Williams  
was there and told  
me it was a conspiracy  
-cious fire and that  
a boy had seen a  
man setting the  
fire and that they  
had not arrested the  
man yet, I saw  
him come in to light  
the gas, then I had  
him arrested and

16

17

The boy identified him  
in the station house,  
the boy said he saw  
him, I grabbed him  
(Defendant) by the  
hands and he tried  
to pull them away  
from me, I detect-  
ed the smell of kerosene  
oil, on his hands,  
and he said he  
was using it on  
his legs, we examin-  
ed his legs and  
could not find  
any odor of kerosene  
on his feet, we  
found the odor of  
kerosene on his  
hands, and I  
caused him to be  
arrested.

Did you

17

Q.

18

Q. Ask him about  
his insurance?

A. He said he  
was not insured.  
I heard him say  
to the Officer he

Q. Was not insured.  
Did you find  
any kerosene can  
there?

A. Yes Sir, on the  
store floor.

Q. Had it any  
kerosene in it?

A. Some.

Q. Cross Examination.  
How much in it?

A. I cannot  
tell, I did not  
measure it.

Q. That was over  
head where the fire  
18

19

was, there was kerosene  
in it, but you do  
not say how much  
minutes?

Q It was not  
full; more than half  
empty

Q What did you  
do with it?

Q Left it there  
You did not do  
anything with it?

Q Left it there  
Then the time you  
first arrived at the  
fire, how much time  
had elapsed, till  
you saw the Defendant?

Q I got the alarm  
at 12.34 o'clock. I  
saw him 15 or 20

Q minutes after  
How far were you  
19



Qv.

Q. From the place?  
From Marion Aug  
Spring St. I should  
say we got there in  
four (4) minutes  
we took fifteen (15) to  
get the fire out, I  
came up stairs  
some rage were burn-  
ing checked the gas  
meter. I would not  
say it was fully (20)  
twenty after the  
alarm - ten (10)

Q. Or twenty (20) minutes  
if you were (15)  
fifteen minutes  
putting out the fire  
and four (4) minutes  
getting there, that  
would be nineteen  
minutes?

Q. Yes Sir, I  
do

Q

I saw him in the  
store and ordered  
his arrest.

Q. He went  
in there?

A. Yes Sir,  
Q. How was he dressed  
when you first saw  
him?

A. I saw him in  
the store, when he  
came in he had  
no hat on.

Q. Did he have  
his clothes on?

A. Yes Sir, full  
dressed, out side of  
that.

Q. Did you at any  
time search him?

A. No Sir,  
I was before me }  
this 14<sup>th</sup> day of Nov 1895 }  
Police Justice for

22,

Thomas H. Dougherty  
being only sworn  
Deputy for days. I  
belong to the Fire  
Department and I  
attended this fire.  
at 12:37 O'clock. I  
went with the Chief

Q. Did you see the  
Deputy there?

A. Yes Sir,  
Q. What happened at  
the fire?

A. I saw the  
Defendant go into  
the store and put  
his hands to a gas  
jet. I understood  
there was some talk  
between him and  
the Officer or some-  
-one. He went to the  
Attorney house, after

208.

The chief got there,  
I went to the station  
house, I saw the  
boy and another  
German man, the  
Defendant was at  
the bar in the station  
house and the boy  
identified the Defendant  
as the man who  
was making the  
fire, when the chief  
caught him by the  
wrist, he pulled  
away, but he got hold  
of him and smelled  
Nerosene on his hands,  
and I went over and  
the second time  
smelled Nerosene, I  
saw the Defendant  
searched and money,  
a Jewish prayer book

D.H.

And two or three  
Insurance Policies,  
The Officer said,  
"Insurance Policies",  
The Defendant said,  
"They are not mine",  
I said, see if they  
are in the name of  
"D.H."

Q. Did you hear  
the Defendant say  
anything in relation  
to a signature on his  
hands?

A. He said he  
hurt his leg getting  
on a car, I said  
to the Chief let him  
show you his leg,  
and he did so, we  
found a wound  
on his leg, he  
said he had been

24

POOR QUALITY  
ORIGINAL

0000

Q 5

using medicine on  
his leg, I got down  
and knelt his leg,  
I could not write  
anything but I wrote  
on his leg.

Sporn to be foregone }  
this 14<sup>th</sup> day of Nov 1891 }

Police Justice

Q 5

Condemned by the  
Eleventh Police  
the inner being duly  
more deposed and  
days,

Q. Were you at the  
fire at 44 Allen  
St Saturday morn-  
ing?

A. Sunday morn-  
ing, yes sir.

Q. Did you see  
the Heferknot there?

Q. Yes, sir  
See up all you did  
and there?

Q. On the morning  
in question I was  
at the Mayor's house  
when the doorman  
said there was a  
fire in Allen Street,  
I ran there and got

Q 74

There before the engine,  
I inquired to find  
out who owned the  
store, and no one  
knew the defendant's  
name, while making  
inquiry, I met the  
Witness and he told  
me that the man  
told him, he saw  
a man pour some  
thing on the fire,  
he repeated the story  
in presence of Tanker-  
man, I called an  
Officer and placed  
this Witness in his  
charge and told him  
to take to the station  
house, after he started  
away, I remained  
at the fire till  
it was near over

(74)



Q.8,

I tried to find out who owned the place, but was unable to. Some one said "There is the man who owns the store, then I told the Chief that was the man, he said "Take him to the station house", and on the way, the defendant said he was not insured, I asked him and he said No, I was ordered to search him and I found three insurance policies, I took them and looked over the names, and he said that is not my name, he had

Q.8

Q. 9.

given his name  
as Harris Pitt, after  
I had searched him  
the Chief said smell  
his hands, and when  
he tried to get his  
hands, he pulled  
his hands away, I  
smelled his hands  
and they smelled  
strongly of kerosene,  
he had a sore on his  
leg, I saw it when  
I pulled the rag off,  
and found a strong  
smell of kerosene

Sporn to before me }  
this 14<sup>th</sup> day of Nov 1891 }

Police Justice  
Q. 9.

Q.

Three Policies of  
Insurance put in  
evidence by Mr Mitchell

Recall of Chief McGil

Q. Did you examine  
the goods in the  
cellar?

A. A portion, there  
were heads of tapes,  
and goods cut to  
make shirts

Q. Did the build-  
ing take fire?

A. Yes Sir,  
What was burned  
in the cellar?

Q. Goods that were

Q. There were they  
charred?

A. Yes Sir,  
(3.)

31

Q. Who took charge of them?

A. The Insurance people. I made no examination but the fireman (Dennis) did, the assistant foreman of Co 6 in Canal St. on the North side near Allen.

Q. Do you know whether there was any evidence of robbing on the goods?

A. I did not

Q. see any nor see any evidence of the use of any?

A. Q. No Sir,  
Q. Did you examine

Q2.

Q The partition in the  
cellar, where the boy  
was? Yes Sir, I

Q pulled down some  
of the partition, I  
paid no particular  
Q attention

Q. Yes, after  
you were told by the  
boy? Yes Sir, I examined

Q. at I tore down a  
maple wood house

Q. The boy says he  
was in every room  
of the partition, he  
went through?

Q. Yes Sir,  
Mitchell. A good portion  
of that was pulled  
down by the fire-  
man (32) the rest

83

- Q. any case here.
- A. Had you discover  
any evidence of  
Kerosene being used?
- Q. So that would  
be impossible
- Q. Would not  
the fire create any  
odor peculiar to  
Kerosene burning?
- A. Not necessarily  
so, unless it was  
used to some great  
extent
- Q. If Kerosene  
had been poured  
on the goods, before  
the fire, it would  
be detected?
- A. Yes Sir, but  
not while it burned.
- Q. That is my experience  
that is experience

Q 11

have you had, did  
you ever hear it at?  
No Sir.  
Mr. Mitchell... He simply say  
we rest our case.  
Mr. Mott... He call on  
you to exhaust your  
case

James Mahoney  
being duly sworn,  
deposes and says,  
Q. Were you at this  
a fire?

A. Yes Sir, I  
came out of the  
place, we pulled the  
counter away, then  
my attention was  
drawn to a pump  
being out of the gas,  
and the gas out full  
in the hall way, the



Q. 5

Gas was escaping,  
I shut off the gas,  
I found a strong  
odor of gas.

Cross Examination

Q. Where was that?

A. Off the street, in  
the entry, in the  
hallway, the public  
hallway, not in his  
store, that is all,  
there was a lot of  
rags far off in the  
cellar, this was on  
the floor above, the  
fire reached up stairs,  
burning through the  
gas meter.

Q. How far  
from the gas meter  
was this burner?

A. I never measured—  
—about 15 feet—



Jb.

Mr. Mitchell - He rest our  
case.

Mr. Mott - I ask the Court  
to reduce the bail.  
I understand the  
bail has been fixed  
at five thousand  
dollars.

Court - The bail is re-  
duced to four (\$4000)  
thousand dollars.  
~~~~~

JL

POOR QUALITY  
ORIGINAL

0820

District Police Court.

*Geo*

*Mitchell*

*vs.*  
*Edith*

*Wilson.*

STENOGRAPHER'S TRANSCRIPT.

*Nov 14* 188*9*

BEFORE HON.

*Edith Wilson*

Police Justice

*W. H. Tracy*

Official Stenographer.

Witnesses in case of  
Harris Pitt

Jan 7

|              |                            |                                 |
|--------------|----------------------------|---------------------------------|
| P            | Chief James Mitchell       | Eng 21 47 Marion St             |
| P            | Joseph McCall              | Eng 21 47 Marion St             |
| P            | Freeman Thos. F. Dougherty | Eng 21 47 Marion St             |
| P            | Officer Jno. C. McDermott  | 11th Precinct, Eldridge St.     |
| P            | Serge John McSweeney       | 11th Precinct, Eldridge St.     |
|              | Jacob Kornitzky            | House of Detention              |
| P            | Frank Wanderman            | 948 1st Avenue                  |
| P            | Philip Garfunkel           | 46 Allen St.                    |
| P            | Harris Schenowitz          | 174 Division St.                |
|              | Freeman Freed              |                                 |
|              | Patrolman Mahoney          |                                 |
| P            | Mayhew Crawford            | Patrol No. 2 9th Jones St.      |
| P            | F. W. Padlock              | 91 Hester St.                   |
|              | John Peter Kopf            | Regimental Quartermaster Island |
| P            | Alleyer Balokofsky         | 31 Allen St.                    |
| P            | William Topping            | 7 White St.                     |
|              | Adolph Wilkins             | 7 White St.                     |
|              | Geo. W. Cantel             |                                 |
|              | Joshua S. Flint            | 176 Bway or 126 Waverly Pl      |
| Pty Mr. Imm. | Philip Joseph              | 233 Bway                        |
| P            | Charles W. Pasley          | 18-20 Liberty St.               |
| P            | W. D. Samson               | Work Bureau, Eng. Co.           |
|              | Asher Steinmetz            | 444 Allen St. 1st floor         |
|              | Philip Fleischman          | 444 Allen St. 1st floor         |
| P            | Charles Dietrich           | Fire Marshal's office           |
| P            | Jacob Frank                | " " "                           |
| P            | Office Hotel               | 11th Precinct, Eldridge St.     |
| Sick         | Capt. Thomas O'Hearn       | H. & L. 18 - 84 Attorney St.    |
| P            | Capt. John Reardon         | H. & L. 6 - 77 Canal St.        |
| P            | Fred Block                 | 137 Ludlow St.                  |

ask Mrs. Kalinski housekeeper  
where Block is to be found

**POOR QUALITY  
ORIGINAL**

0022

Start of

Winters

1944-1945

POOR QUALITY  
ORIGINAL

0823

CITY AND COUNTY }  
OF NEW YORK, } ss.

Joseph F. McGill  
aged 48 years, occupation Chief of Battalion F. D. of No.  
47 Marion Street, being duly sworn, deposes and  
says, that he has heard read the foregoing affidavit of James Mitchell  
and that the facts stated therein on information of deponent are true of deponent's own  
knowledge.

Sworn to before me, this 8th  
day of November 1898,

Joseph F. McGill

W. J. Duffy  
Police Justice.

(3602)

CITY AND COUNTY }  
OF NEW YORK, } ss.

Thomas F. Dougherty  
aged 26 years, occupation Fireman of No.  
191 Matt St Street, being duly sworn, deposes and  
says, that he has heard read the foregoing affidavit of James Mitchell  
and that the facts stated therein on information of deponent are true of deponent's own  
knowledge.

Sworn to before me, this 8th  
day of November 1898,

Thomas F. Dougherty

W. J. Duffy  
Police Justice.

(3602)

POOR QUALITY  
ORIGINAL

0024

CITY AND COUNTY }  
OF NEW YORK, } ss.

James C. McAdam  
aged 32 years, occupation Roundman, Police of No.  
291 Henry Street Street, being duly sworn, deposes and  
says, that he has heard read the foregoing affidavit of James Mitchell  
and that the facts stated therein on information of deponent are true of deponent's own  
knowledge.

Sworn to before me, this 8th  
day of November 1890, } James C. McAdam

P. J. Duffy  
Police Justice.

POOR QUALITY  
ORIGINAL

0025

Sec. 198-200.

CITY AND COUNTY OF NEW YORK, ss.

*SM*  
District Police Court.

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

Question. What is your name?

Answer. *Karris Plitt*

Question. How old are you?

Answer. *26 years*

Question. Where were you born?

Answer. *Russia*

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

Answer. *44 Allen St 5 Months*

Question. What is your business or profession?

Answer. *Sailor's Trimmings*

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*

HPR:17

Taken before me this  
day of *Sept*  
*1934*  
Police Justice.

POOR QUALITY  
ORIGINAL

0826

Witness last statement  
Can be the name of defendant  
in default of \$100 bail

BAILED,  
No. 1, by \_\_\_\_\_  
Residence \_\_\_\_\_  
No. 2, by \_\_\_\_\_  
Residence \_\_\_\_\_  
No. 3, by \_\_\_\_\_  
Residence \_\_\_\_\_  
No. 4, by \_\_\_\_\_  
Residence \_\_\_\_\_

Police Court--- District.

# 117 3 1433

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

James Mitchell  
Harry Platt

HD

Offence

Arson

Dated

Nov 14 1891

Michael McElroy  
Magistrate

Witness

James Mitchell

No.

31 Albany St.

No.

191 West 10th St.

No.

191 West 10th St.

No.

191 West 10th St.

No.

191 West 10th St.

No.

191 West 10th St.

No.

191 West 10th St.

No.

191 West 10th St.

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

Defendant

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

Dated Nov 14 1891 Police Justice.

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

Dated \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.

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

Dated \_\_\_\_\_ 18 \_\_\_\_\_ Police Justice.



Witnesses in Case of  
Barrie Platt

|         |                                     |                                         |
|---------|-------------------------------------|-----------------------------------------|
| Chief   | Ascher - Sternmetz,                 | 44 Allen St.                            |
| Freiman | Benery, <del>Flersodgum</del>       | Eng. 20 47 Marion St.                   |
| Officer | Joseph M. <del>Flersodgum</del>     | " " 47 Marion St.                       |
|         | Mrs. F. Dougherty,                  | 11th Precinct, Eldridge St.             |
|         | Joseph C. McAdam,                   | House of Detention                      |
|         | Jacob Korinsky,                     | 174 Division St.                        |
|         | Barrie Schenowitz,                  | 46 Allen St.                            |
|         | Philip Garfinkle,                   | 31 Allen St.                            |
|         | Meyer Brokofskey,                   | 91 Hester St.                           |
|         | F. W. Paddock,                      | 91 Hester St.                           |
|         | John Peter Kopf,                    | 91 Hester St. <sup>Station Island</sup> |
|         | Charles W. Pasley,                  | 18-20 Liberty St.                       |
|         | Philip Joseph,                      | 233 Bivay                               |
|         | Isiah D. Flint,                     | Bivay                                   |
|         | Frank Handerman,                    | 948 1st av. at Rialto St.               |
|         | William Fopping,                    | 7 White St.                             |
|         | Sergeant John <del>Flersodgum</del> | 11th Precinct                           |

on circular for  
address

And V. Coe  
137 E. 12th St.  
Mel 1101 1590

C. W. Pasley } as to police being in force at time  
Philip Joseph } of fire  
Isiah D. Flint }

F. W. Paddock } as to Platt's occupancy of apartment  
John Peter Kopf } in cellar - as to bomb and damage  
goods going into cellar at or about  
time of fire of Oct 8th

Jacob Korinsky } saw Platt in cellar pouring some  
Barrie Schenowitz } thing on fire -

Frank Handerman } as to Korinsky & Schenowitz being  
Philip Garfinkle } told them that they saw a  
Meyer Brokofskey } man making a fire in cellar -  
Korinsky said man was the  
owner of furniture store -

POOR QUALITY  
ORIGINAL

0020

10/1/71

10/1/71

People

as

Handwritten

—

**POOR QUALITY  
ORIGINAL**

0829

Claims for damage or deficiency must be made within two days from date; if made after that time they will not be allowed.

*W. B. Plit*

*New York, April 9/25 1891*

**Bought of WILLIAM TOPPING & CO.,**

AUCTIONEERS, 5 & 7 WHITE ST., (Bet. Church St. & West Broadway.)  
TELEPHONE, MURRAY, 547.

*Duplicate*

| LOT. | PIECES. | Terms.—CASH IN BANKABLE MONEY. | QUANTITY. | PRICE. | AMOUNT. |
|------|---------|--------------------------------|-----------|--------|---------|
| 345  | yds     | Worsted                        | 45        | 70     | 31.50   |

*allowance for damage 2.00*  
*29.50*

*305.10*  
*49.45*  
*29.50*  
*384.05*

Claims for damage or deficiency must be made within two days from date; if made after that time they will not be allowed.

*W. B. Plit*

*New York, April 10/30 1891*

**Bought of WILLIAM TOPPING & CO.,**

AUCTIONEERS, 5 & 7 WHITE ST., (Bet. Church St. & West Broadway.)  
TELEPHONE, MURRAY, 547.

*Duplicate*

| LOT. | PIECES.          | Terms.—CASH IN BANKABLE MONEY. | QUANTITY. | PRICE.       | AMOUNT. |
|------|------------------|--------------------------------|-----------|--------------|---------|
| 3    | do. Hooks & Eyes |                                | 120       | <del>4</del> | 4.80    |
| 71   | doz Buttons      |                                | 528       | 2            | 10.56   |
| 76   | ✓ do             |                                | 234       | 3            | 7.02    |
| 78   | ✓ do             |                                | 816       | 1 1/2        | 12.24   |
| 79   | ✓ do             |                                | 1140      | 1 1/2        | 14.25   |

*49.45*

POOR QUALITY  
ORIGINAL

0830

Claims for damage or deficiency must be made within two days from date; if made after that time they will not be allowed.

H. Pitt

New York, October 7<sup>th</sup> 1891.

Duplicate

Bought of WILLIAM TOPPING & CO.,

AUCTIONEERS, 5 & 7 WHITE ST., (Bet. Church St. & West Broadway.)  
TELEPHONE, SPRING, 1480.

| LOT. | PIECES. | Terms.—CASH IN BANKABLE MONEY. | QUANTITY. | PRICE. | AMOUNT. |
|------|---------|--------------------------------|-----------|--------|---------|
| 230  |         | Worsted                        | 60        | 120    | 72      |
| 232  |         | do                             | 39        | 125    | 48.75   |
| 236  |         | do                             | 50        | 137.5  | 68.75   |
| 238  |         | do                             | 40        | 117.5  | 47      |
| 262  |         | do                             | 523       | 130    | 6860    |
|      |         |                                |           |        | 30510   |

POOR QUALITY  
ORIGINAL

0031

Germany Platt-Bills

Police Court, 3<sup>rd</sup> District.

City and County } ss.  
of New York,

James Mitchell

of No. 59 East 37<sup>th</sup>

Street, aged 51 years,

occupation Fire Marshal

being duly sworn, deposes and says,

that on the 8<sup>th</sup> day of November 1891, at the City of New

York, in the County of New York, one Harris Platt, <sup>now here</sup> residing in

Allen Street in said City, did willfully and maliciously set fire to the building No. 44 Allen Street, a tenement house in which there were human beings at the time, with intent to destroy the same, in violation of Section 486 of the Penal Code of the State of New York.

That the said Harris Platt has his property contained in said No. 44 Allen Street insured in various Companies in the amount of \$20,000, and that the said property is not in the opinion of deponent, worth the amount for which it is so insured; that one Jacob Karsinski <sup>deponent</sup> informs that he is a peddler of fruit and that on the night of the 7<sup>th</sup> inst. he was so engaged; that he returned to No. 44 Allen Street, in the cellar of which he stores his fruit, at or about the hour of 12 o'clock; that he noticed through the crevices between the boards of the partition separating his cellar from that of the adjoining store, the light of a fire; that he looked through the crevices and saw the defendant Harris Platt, whom he recognizes, standing in front of the burning material and throwing some on the flames, which on each occasion of his so throwing became greater; that he then ran out to give an alarm.

That he is further informed by Chief Joseph H. McEil, that when he first saw the said Harris Platt, which was about 30 minutes after the alarm of fire had been sent out and about 15 minutes after the fire was extinguished, he smelled the hands of the said Platt and

POOR QUALITY  
ORIGINAL

0033

found that they smelled strongly of Kerosene oil; that  
Thomas ~~Donohue~~ F. Donohue, a fireman, also  
smelled the said Pitt's hands and found  
the smell of Kerosene oil -

that <sup>when</sup> Officer James C. McAdams, who arrested  
the prisoner, searched him at the station house  
the miniature pictures in his property and  
other papers were found on his person, and  
that he, Pitt, at first denied to the Officer  
that they were his and also denied that  
he was insured and that he also smelled the oil  
on his hands ~~at the~~

All of which is stated in information  
and belief -

Sworn to before me  
this 8<sup>th</sup> day of September  
1891

Jas. Mitchell

Police Justice

It appearing to me by the within depositions and statements that the crime therein mentioned has been  
committed, and that there is sufficient cause to believe the within named  
guilty thereof, I order that he be held to answer the same and he be admitted to bail in the sum of  
Hundred Dollars, and be committed to the Warden and Keeper of the City  
Prison of the City of New York, until he give such bail.  
Dated 1888  
Police Justice.  
I have admitted the above named  
to bail to answer by the undertaking hereto annexed.  
Dated 1888  
Police Justice.  
There being no sufficient cause to believe the within named  
guilty of the offence within mentioned, I order he to be discharged.  
Dated 1888  
Police Justice.

Police Court-- District.

THE PEOPLE, &c.,  
ON THE COMPLAINT OF

vs.

1  
2  
3  
4

Offence,

Dated

188

Magistrate.

Officer.

Clerk.

Witnesses,

No.

Street,

No.

Street,

No.

Street.

\$ to answer

Sessions

POOR QUALITY  
ORIGINAL

0834

CITY AND COUNTY }  
OF NEW YORK, } ss.

aged 17 years, occupation Boatman of No. 31 Allen Street, being duly sworn, deposes and says, that he has heard read the foregoing affidavit of James Mitchell and that the facts stated therein on information of deponent are true of deponent's own knowledge.

Sworn to before me, this 8th day of November 1890.

his  
Jacob Kobinsky  
mark

P. J. Duffy  
Police Justice.



POOR QUALITY  
ORIGINAL

0035

District Attorney's Office  
City & County of  
New York.

189

Chas W. Peasley - 18. Liberty St. Ins.  
Agt. - Took out Fairmount<sup>(7424)</sup> & Wytheville  
Ins. Policies (30606) - The policies are  
still in force. to the best of his knowl-  
edge. - Application was made  
about one week prior to Nov. 8/91  
for ~~2000~~ <sup>2000</sup> additional insurance

POOR QUALITY  
ORIGINAL

0036

District Attorneys Office,  
City & County of  
New York.

189

Henry C. Cordes 150 Nassau St.  
Adjuster

**POOR QUALITY  
ORIGINAL**

0037

*Pearley*

**POOR QUALITY  
ORIGINAL**

0838

Pearlery

People

no

Harris Platt

Case called for trial Jan 6-92

Witnesses called

James Mitchell - fire marshal

Jacob Kohnsky -

Frank Handmann

Philip Garfunkel

Harris Schneidman

Defendants, Witnesses

Munkloek

Marke Tebenial -

Hayman Wolf - (Knows Platt 3 mos - went  
to fights with Max Lebenial.

Dr. Isiguffe. - 184 E. Bivay - - Exenna. Salve

Abin Israel - 46-6 Allen <sup>St.</sup> Knows Platt 5 mos

Miss Betsey Harris - (Saw him after the fire in  
front of 500 Allen St without  
a hat

Israel Levian - (189 Clinton St. - Saw him in an  
overcoat without a hat &  
the officer took him to the  
Station house.

W.A. Toffery -

Conrad C. Malkin

Jacob Lunits - (Saw him in the street)

POOR QUALITY  
ORIGINAL

0040

Mr. S. Hayman - Never discussed his character -  
Hayman Schaffner (clothing)

Meyer Bloomburg - (Glasses)

Harris Plitt - Told officers name H. Plitt - 18  
Allen St. - Saturday - Place closed - Left Cong 5:30  
Then opened store - Family in back room on  
7 Nov. Sept. at 51 Allen - I slept on Couch  
on back room - Oct 8 - fire in 42 Allen St.  
for J removed children - Had room + bedroom  
Had three children + wife - Did you get  
to any work on Nov. 8 - No - Was in cellar  
since Nov 4 - He gave Korman a pair of  
pants + he sold them + he sold them  
for 30 cents - Made a claim for over  
1000 worth of Goods - Police for 2500  
+ Settled for 75 - Maythole -  
1000 worth of the goods - Damaged 493.

Meyer Belakosky

Mr Solomon - Knows Plitt 20 + 3 yrs

P. Budtal -

Korman

Danigarty -

POOR QUALITY  
ORIGINAL

0841

Sammis .

~~Dougherty~~

~~Flint~~

Cordin

~~Dougherty~~

~~Kosinski~~

0842

THE CITY OF NEW YORK  
DEPARTMENT OF RECORDS AND INFORMATION SERVICES  
MUNICIPAL ARCHIVES

## SEPARATION SHEET

INSTRUCTIONS: For each item or unified group of items separated, complete two exactly duplicate forms. Place one form within the collection at the exact place the separated item would occupy if it could remain in the collection. File the other form with the separated item in its new location.

DESCRIBE ORIGINAL LOCATION OF ITEM (S):

1. Record Group:

COURT OF GENERAL SESSIONS  
INDICTMENTS

2. Subgroup:

3. Series:

COURT OF GENERAL SESSIONS  
INDICTMENTS

4. File Unit &amp; Box No.

Plitt H. "P" Nov. 1891  
Box 458 Folder 4211

5.

BRIEF DESCRIPTION OF ITEM (S):

Insurance Policies

# 41

SEPARATED TO:

6. New Location:

Oversize box

7. Room:

8. Date Separated:

9-16-97

9. Separated By:

H.L.



0843

itnesses:

Dec 10 1891  
Counsel  
Filed 20 day of Nov 1891  
Pleads Not guilty 23  
THE PEOPLE  
vs.  
27 Allen  
51 Allen  
store keeper  
Harris Platt  
H.D.  
A TRUE BILL.  
to the COURT of  
General Sessions  
of the COUNTY of NEW YORK  
for trial Entered in the Minutes  
Nov 27 1891  
District Attorney  
Foreman  
Jan 8/92  
Park 3  
ind and convicted Arson  
184116  
4m

500

INCORPORATED 1809

**Thunberg**

Free - ad 75/100

# Dr. Williams' Pink Pills

of March 1891, at noon, to the 23rd day of April,  
against all direct loss or damage by fire, except as hereinafter provided.

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Privileged for Mechanics to make ordinary alterations and repairs; but it is understood and agreed that extraordinary alterations, repairs or additions are prohibited without notice to and consent of this Company in writing; also privileged to burn kerosene oil of standard quality for lights—lamps to be filled by daylight only, and for other Insurance without notice until required.

Attached to and forming part of North British and Mercantile Insurance Co's  
Policy No. 2817430

*W.D. Cassady* Secretary Local Dept.

8 they differ, then by appraisers, as hereinafter provided; and the amount of loss or damage having been thus determined, the amount of such loss or damage shall be paid to the insured by the company.

4 estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy, then the company shall, at its option, either pay to the insured the amount of such loss or damage, or

5 and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time after the receipt of such estimate and satisfactory proof of the loss, or

6 no abandonment to this company of the property described.

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

This entire policy, unless otherwise provided by agreement indicated hereon or added hereto, shall be void if the insured now has or shall hereafter make or procure any other contract of insurance, whether valid or not, on property covered in whole or in part by this policy, or if the subject of insurance be a manufacturing establishment and, if the insured be an individual, or in part at night later than ten o'clock, or if it cease to be operated for more than ten consecutive days; or if the hazard be increased by any means within the control or knowledge of the insured, or if mechanics be employed in building, altering, or repairing the within described premises for more than fifteen days at any one time; or if the interest of the insured be other than unconditional and sole ownership; or if the subject of insurance be a building on ground not owned by the insured; or be less than a full lot; or if the subject of insurance be personal property and be or become incumbered by a dated mortgage, or if, with the knowledge of the insured, foreclosure proceedings be commenced or notice given of sale of any property covered by this policy by virtue of any mortgage or trust deed; or if any change other than by the death of an insured, take place in the interest, title, or possession of the subject of insurance (except changes of ownership without increase of hazard) whether by legal process or judgment or by voluntary act of the insured, or otherwise; or if this policy be assigned before a loss; or if illuminating gas or vapor be generated in the described building (or adjacent thereto) for use therein; or if (any usage or custom of trade or manufacture to the contrary notwithstanding) there be kept, used, or allowed on the above described premises, benzene, benzole, dynamite, ether, fireworks, gasoline, grease, kerosene, gunpowder, or any explosive, or any other highly inflammable or explosive material, or any other explosive, phosphorus, or gas, or any of the above, or any of the foregoing in quantities exceeding twenty-five pounds in quantity; naphtha, nitro-glycerine, or other explosive, phosphorus, or gas, or any of the above, or any of the foregoing in quantities not exceeding five barrels of the United States standard (which may vary for lights and lamps for sale according to law but in quantities not exceeding five barrels, provided it be drawn and lamps filled by daylights or at a distance not less than ten feet from artificial light), or a building herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied, and so remain for

This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commotion, or military or insurrectionary power, or by order of any civil authority; or by theft; or by neglect of the insured to use all reasonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring premises; or (unless the causes, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but liability for direct damage by lightning may be assumed by special agreement hereon.

If a building or any part thereof failed, except as the result of fire, all insurance by this policy on such building or its contents can apply.

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

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

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

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

~~4. Provisions required by law to be stated in this policy.~~ This policy is issued subject to the following stipulations, viz:—  
1. That no member of the Company as defined by the North British and Mercantile Insurance Company's Act 1870, and all other the Companies defined by the said Act. 2. That no member of the Company shall be liable to any demands against the Company for more than

This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions as may be hereafter made, and the undersigned hereby agrees to and consents to the same.

**In Witness Whereof**, The NORTH BRITISH AND MERCANTILE INSURANCE COMPANY, of London and E  
by the signatures of one of their Directors and one of their Managers in the City of New York, acting under power of Attorney

John C. Flygden *Manager.*

Countersigned at HEAD OFFICE NEW YORK CITY.  
this 24<sup>th</sup> day of December 1891

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from further damage, forthwith separate the damaged and undamaged personal property put in the best possible order, make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this company, sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire; the amount of loss sustained by the insured; the cash value of each item thereof and the amount of loss thereon; all encumbrances thereon; all other insurance, including any policy, covering any of said property; and a copy of all the descriptions and statutes in all policies; any changes in the title, use, location, condition, or exposures of said property since the issuing of this policy; by whom and for what purpose any building herein described has been occupied at the time of the fire; and shall furnish, if required, verified plans and specifications of any building destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not interested in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of the fire, stating that he has personally seen the premises and believes the insured has honestly sustained loss to the amount that such magistrate or notary public shall certify.

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

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

[illegible]

100 If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or municipal, this company shall not be subjected to the extent of such payment to all right of recovery shall be insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on recovery of the payment.

101 No suit or action on this policy, for the recovery of any claim, shall be sustainable in any court of law or equity until after full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months after the date of the loss.

102 Wherever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage."

103 If this policy be made by a mutual or other company having special regulations lawfully applicable to its organization, members or policyholders thereof, such regulations shall apply to and form a part of this policy as the same may be written or printed upon, attached or annexed, and shall be deemed a part of this policy.

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us, viz.: 1. That the amount of any loss (not exceeding the sum within mentioned) is payable out of the accumulated Funds of the Fire Insurance Company, except the Capital Stock and Funds of the Company, except the Funds from time to time belonging to the Life Department of the Company, as then the unpaid portion of his share or shares of the Capital of the Company.

provisions, agreements, or conditions as may be inserted hereon or added hereto, and no officer, agent, or other representative of this company shall be held responsible for any such provisions, agreements, or conditions, or for any consequences that may result therefrom, unless the same shall be specifically approved in writing by the Board of Directors of this company.

and Edinburgh, duly established under the laws of the Kingdom of Great Britain and Ireland, has executed and attested these presents

Longman, Green, & Co. Ltd.  
 Directors

*See accompanying items.*

*Secretary of the Local Department.*

Assignment of Interest by Insured.

The interest of.....as owner of property covered by this Policy is hereby assigned to.....subject to the consent of the North British and Mercantile Insurance Company.

Dated.....[Signature of the Insured.]  
NOTE.—To secure Mortgagees, if desired, the Policy should be made payable on its face to such Mortgagee, as follows: Loss, if any, payable to John Doe, Mortgagee.

Consent by Company to Assignment of Interest.

The North British and Mercantile Insurance Company hereby consents that the interest of.....as owner of the property covered by this Policy be assigned to.....

Dated.....[Signature for Company.]

Receipt for Cancellation.

\$.....18  
Received of the North British and Mercantile Insurance Company  
.....DOLLARS,  
Return Premium, in consideration of which this Policy is hereby canceled and surrendered to said Company.

United States Branch,

Office, 64 William Street,

Cor. Pine Street, NEW YORK.

DIRECTORS IN NEW YORK.

SOLOMON HUMPHREYS, Esq.,  
H. W. BARNES, Esq.,  
CHAS. H. GOSTER, Esq.,  
DAVID DOWS, Jr., Esq.,  
JACOB WENDELL, Esq.,  
CHAS. EZRA WHITE, Esq.,  
HON. WILLIAM WALDOFF ASTOR.

SAM. P. BLAGDEN, Manager  
WM. A. FRANCIS, Asst. Manager  
ROBERT H. WASS, Genl. Agent

GENERAL COURT OF DIRECTORS.

DAVID DAVIDSON, Esq., Chairman.

London.

BARON JOHN H. SCHRODER, Chairman.  
PASQUA DU PRE GENEFEL, Esq., Deputy-Chairman.  
CHARLES MORRISON, Esq.,  
GEORGE GARDNER NICOL, Esq.,  
ALEXANDER H. CAMPBELL, Esq.,  
JOHN SANDERSON, Esq.,  
QUINTIN HONG, Esq.,  
HON. CHARLES W. MILES, M. P.,  
HON. CHARLES NAPIER LAWRENCE,  
CHARLES ALEXANDER CATER, Esq.,  
ALEXANDER DRAKE KERNWORTH, Esq.,  
GEORGE E. SOHAMAGA, Esq.,  
Manager of Fire Department, G. H. BURNETT.  
Secretary, F. W. LANGE.

Edinburgh.

J. F. WALKER, Esq.,  
DAVID BARD, Esq.,  
ST. JAMES GARDNER BARD, Esq.,  
GEORGE AULING JAMIESON, Esq.,  
FREDERICK PITMAN, Esq.,  
EVAN ALLAN HUNTER, Esq.,  
CHARLES GARDNER, Esq., L. L. D.,  
RALPH DUNBAR, Esq.,  
JOHN WARTON, Esq.,  
ST. JAMES H. GIBSON-ORR, Esq.,  
Right Hon. The Earl of Elgin,  
ST. THOMAS CLARE, Esq.,  
CHARLES E. LOGAN, Esq.,  
Manager, A. GILLES SMITH, F. R. S. E.,  
Secretary, PHILIP R. D. MACLAGAN.

Standard Fire Insurance Policy of the State of New York

Expires March 23<sup>rd</sup> 1892

PROPERTY \$51,000.00

AMT. \$500.00 PREMIUM \$375

No. 2817430

RI 500

THE NORTH BRITISH

AND

MERCANTILE

INSURANCE CO.

OF

LONDON AND EDINBURGH.

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

JOSEPH  
233 BROADWAY, N. Y.  
ROOM 12.





THE



# Hudson River Fire & Marine Insurance Company,

JERSEY CITY, NEW JERSEY.

In Consideration of the stipulations herein named and of

does Insure

*Congregation Altus Israel Amosin Shulker* for the term of *One year*

from the *fifteenth* day of *October* 189*1*, at Noon, to the *fifteenth* day of *October* 189*2*, at Noon,

against all direct loss or damage by Fire, except as hereinafter provided, to an amount not exceeding

*One thousand*

Dollars, to the following described property while located and contained as described herein, and not elsewhere, to wit:

Effectuated under License No. 36.

C. W. PEASLEY,

—LICENSED INSURANCE AGENT—

18 & 20 LIGHT STREET, N.Y.

*Congregation Altus Israel Amosin Shulker* (as is now, or may hereafter be constituted.)

\$ *On stock of*

hazardous, the property of the assured, of held in trust or on commission, or sold but not delivered or removed, while contained in the Brick Building, situate No. *11 Allen*

\$ *On Store Furniture and Fixtures of every description contained therein.*

*1,000. The above policy refers to all articles in your fixtures, furniture, in both quality used in a church.*

"Privileged for mechanics to make ordinary additions, alterations and repairs, for other insurance, to work nights, and to use steam power, to use oil for lights and electric lights as permitted by the New York Board of Fire Underwriters."

\$ *1,000.* at *75* per cent. for one year from

*E. B. DeLamater*

The premium on this policy must be received by this Company NOT LATER than 30 days after date of issue, if not received on that day this policy will be void without further notice.

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

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

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

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

36 If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its contents  
37 shall immediately cease.

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

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

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

49 This policy may, by a renewal be continued under the original stipulations, in consideration of premium for the renewed  
50 term, provided that any increase of hazard must be made known to this company at the time of renewal or this policy shall be void  
51 such cancellation. If this policy shall be canceled as hereinafter provided, by the company by giving five days notice of  
52 actual payment, the unearned portion shall be returned on demand of the insured, or this policy or lost renewal, the company retaining the cus-  
53 tomary short rate; except that when this policy is canceled by this company by giving notice it shall retain only the *pro rata*  
54 premium.

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

## SPECIAL CONDITIONS.

113 If at the time of any loss under this policy, any other insurance shall be in force which shall cover specifically in two or more divisions and amounts, upon any property covered in any one division and amount by this policy, then this policy shall be  
114 assumed to be written in like form to the policy containing the greatest number of divisions. But in case of non-concurrence in specifications only all other policies of insurance shall be subject to the conditions of this policy, and this Company pay only  
115 its equitable share on that basis. If any policy in any other company, covering the described property, shall contain any conditions of insurance, such conditions shall be subject to the conditions of average or co-insurance in like manner.

The Charter and By-Laws of this Company are hereby declared to be and form a part of this policy, and are to be resorted to in order to determine the rights and obligations of the several parties hereto.

This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, agreements, or conditions as may be indorsed hereon or added hereto, and no officer, agent, or other representative of this com-  
pany shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement indorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall  
have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured  
unless so written or attached.

In Witness Whereof, this Company has executed and attested these presents at Jersey City, N. J., this

*fifteenth* day of *October* 189*1*

*E. B. DeLamater* Secretary.

*Charles A. Miller* President.

*William B. Jones* Vice-President and General Manager.

Counter-signed at *Jersey City, N. J.*

*John Office* Agent.

ASSIGNMENT OF INTEREST BY INSURED.

The interest of \_\_\_\_\_ as owner of property covered by this policy is hereby assigned to \_\_\_\_\_ subject to the consent of the Hudson River Fire and Marine Insurance Company.

Dated \_\_\_\_\_ (Signature of Assured.)

NOTE.—To secure mortgages, if desired the policy should be made payable on its face to such mortgagee as follows: Loss, if any, payable to John Doe, mortgagee.

CONSENT BY COMPANY TO ASSIGNMENT OF INTEREST.

The Hudson River Fire and Marine Insurance Company hereby consents that the interest of \_\_\_\_\_ as owner of the property covered by this policy be assigned to \_\_\_\_\_

Dated \_\_\_\_\_ (Signature for Company.)

RECEIPT FOR CANCELLATION.

Received of the Hudson River Fire and Marine Insurance Company \_\_\_\_\_ Dollars, return premium, in consideration of which this policy is hereby cancelled and surrendered to the Company.

\$ \_\_\_\_\_

Standard Fire Insurance Policy of the State of New York

Expires October 15<sup>th</sup> 1899.

Property Edward Thurntine

Am't \$ 1000. Premium, \$ 7.50

Guaranteed Oblig. Bond

for Charles Thurntine

No. 4199.

THE

HUDSON RIVER

FIRE AND MARINE

INSURANCE COMPANY,

JERSEY CITY, N. J.

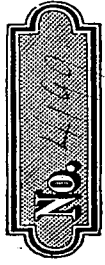
W. J. Beardslee  
98 DIVISION,  
NEW YORK.

READ YOUR POLICY.

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

Beardslee





THE



# Hudson River Fire & Marine Insurance Company,

JERSEY CITY, NEW JERSEY.

In Consideration of the stipulations herein named and of

does Insure

Congregation Antares Israel in Andrus Sholem

for the term of

from the fifteenth day of October 1891, at Noon, to the fifteenth day of October 1892, at Noon,

against all direct loss or damage by Fire, except as hereinafter provided, to an amount not exceeding

Dollars, to the following described property while located and contained as described herein, and not elsewhere, to wit:

Effectd under License No. 36.

C. W. PEASLEY.

—LICENSED INSURANCE AGENT—

18 & 20 LIGHT STREET, N.Y.

Congregation Antares Israel in Andrus Sholem (as is now, or may hereafter be constituted),

and other merchandise, hazardous and extra

hazardous, the property of the assured, or held in trust or on commission, or sold but not delivered or removed, while contained in the Brick

Building, situate No. 11 Allen Street, New York City, N. Y.

\$1000 On Store Furniture and Fixtures of every description contained therein.

\$1000 Ten thousand dollars in all about your goods fixtures, furniture in brick building used as a church.

"Privileged for mechanics to make ordinary additions, alterations and repairs, for other insurance, to work nights, and to use steam power, to use oil for lights and electric lights as permitted by the New York Board of Fire Underwriters."

\$1000 at 75% per cent. for one year from

Geo. B. Doyleman Secy

The premium on this policy must be received by this Company NOT LATER than 30 days after date of issuance. If not received on that day this policy will be void without further notice.

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

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

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

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

35 If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its contents  
36 shall immediately cease.

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

44 If an application for renewal of this policy be made, or a description of property be referred to in this policy it shall be a part of this contract and  
45 a warranty by the insured as to material facts.

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

48 This policy may be renewed by a renewal be continued under the original stipulations, in consideration of premium for the renewed  
49 term, provided that any increase of hazard shall be made known to this company at the time of renewal of this policy shall be void,  
50 such cancellation. If this policy shall be canceled as hereinbefore provided, or become void or cease, the premium having been  
51 actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the cus-  
52 tomary short rate, except that when this policy is canceled by this company by giving notice it shall retain only the pro rata  
53 premium.

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

## SPECIAL CONDITIONS.

58 If at the time of any loss under this policy, any other insurance shall be in force which shall cover specifically in two or more divisions and amounts, upon any property covered in any one division and amount by this policy, then this policy shall be  
59 assumed to be written in the form of the policy containing the greatest number of divisions. But in case of non-concurrence in specific items only all other policies of insurance shall be considered as concurring fully with this policy and this company pay only  
60 its equitable share on that basis. If any policy in any other company, covering the described property, shall contain any conditions of average or co-insurance, this policy shall be subject to the conditions of average or co-insurance in like manner.

## THE

Charter and By-Laws of this Company are hereby declared to be and form a part of this policy, and are to be resorted to in order to determine the rights and obligations of the several parties hereto.

61 This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, agreements, or conditions as may be indorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative of this com-  
62 pany shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement indorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall  
63 have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or appended to this policy exist or be claimed by the insured  
64 unless so written or attached.

In Witness Whereof, this Company has executed and attested these presents at Jersey City, N. J., this

fifteenth day of October 1891

Geo. B. Doyleman Secretary.

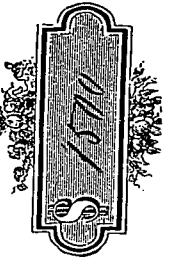
Charles A. Miller President.

Countersigned at, Signed July 7, 1891

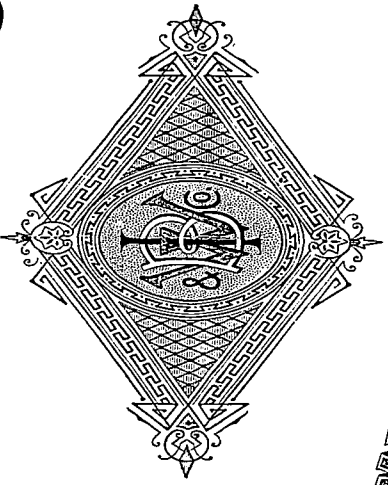
William Office Agent.



THE



# Wytheville Insurance and Banking Company



In Consideration of Twelve Dollars,  
Do Insure Harris Pitt  
to the amount of Fifteen hundred dollars  
against Loss or Damage by Fire

Effectd under License No. 36.  
C. W. PEASLEY  
-LICENSED INSURANCE AGENT-  
28 & 30 West Street, N.Y.

§ 1300 On stock of *W. Harris Pitt*  
(as is now, or may hereafter be constituted),  
hazardous, the property of the assured, or held in trust or on commission, or sold but not delivered or removed, while contained in the Brick  
Building, situate No. *44 Allen*  
Street, New York City, N. Y.

§ 2000 On Store Furniture and Fixtures, of every description contained therein.

"Privileged for mechanics to make ordinary additions, alterations and repairs, for other insurance, to work nights, and to use steam  
power, to use oil for lights and electric lights as permitted by the New York Board of Fire Underwriters."

And the said Wytheville

exceeding in amount the sum of \$ *1500.00* at *80%* per cent. for one year from *June 26 91*  
Thousand Eight Hundred and

*Henry Tan* at *11*  
days after due notice and proof

*Aug Henry Tan*

provisions of this policy, unless the property be replaced, or the Company shall have given

1. The application, survey, plan, or description of the property herein insured and referred to in this policy, shall be considered a part of this contract, and a warranty of the assured during the life of this policy. Any false representation by the assured of the condition, situation, or occupancy of the property, or any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise, or if the assured shall have, or hereafter make, any other contract insurance, whether valid or not, on the property hereby insured, or any part thereof without the consent of this Company written hereon; or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied for  
.....days without notice to and consent of this Company in writing, or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the assent of this Company endorsed hereon; or if it be a manufacturing establishment running, in whole or in part, over, or extra time, or running at night, or if it shall cease to be operated without special agreement, endorsed on this policy, or if the property be sold or transferred, or any change takes place in the title or possession (except by succession, by reason of death of the assured), whether by legal process or judicial decree, or voluntary transfer, or upon sale under mortgage, or if this policy shall be assigned before a loss without the consent of this Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this policy; or if the assured shall keep or use any burning fluid or chemical oils, gunpowder, or nitro glycerine, without written permission in this policy, then, and in every such case, this policy shall be void. Kerosene oil, however, may be used for lights in dwellings, stores, churches, and school houses, and kept for sale in stores in quantities not exceeding .....to be drawn by daylight only.

2. This insurance does not apply to or cover jewels, plate, watches, musical or scientific instruments (piano-fortes in dwellings excepted), ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, unless particularly specified in this policy. This Company shall not be liable by virtue of this policy, or any renewal thereof, for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for any loss or damages by fire, caused by means of an invasion, insurrection, riot, civil commotion, military or usurped power; nor for any loss caused by the explosion of gunpowder, or any explosive substance; or of explosion of any kind, unless the causes, and then for loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion.

3. If a building shall fall, except as the result of a fire, all insurance by this Company on it or on its contents shall immediately cease and determine.

4. If the interest of the assured be any other than the entire unconditional and sole ownership of the property for the use and benefit of the assured, or if the building stands on leased ground, it must be so represented to the Company, and so expressed in the written part of this policy, otherwise the policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage must be separately and specifically insured.

5. In case the use or occupation of the above-mentioned premises, at any time during the period for which this policy would otherwise continue in force, shall be so changed as to increase the risk thereupon, except as may be hereafter agreed to by this Company in writing upon this policy, from thenceforth so long as the same shall be so used, this policy shall be of no force or effect.

6. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after a fire, and in case of failure to do so this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured. The use of general terms, or anything less than a distinct specific agreement, clearly expressed and endorsed on this policy, shall not be considered as a waiver of any printed or written condition or restriction thereon.

7. In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this policy, the assured shall be entitled to recover from this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other policy in this or any other Company on the property insured, subject to the conditions of average, this policy shall be subject to average in like manner. Any floating policy attaching, in whole or in part, to the property covered by this policy, shall, as between the assured and this Company, be considered as contributing insurance for the full amount of such policy, and liable as such to pay *pro rata* any loss, total or partial, on the property hereby insured. Re-insurance, in case of loss, shall be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Company.

8. This insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the policy has been in force. This insurance may also be determined at any time at the option of the Company on giving notice to that effect, and refunding a ratable proportion of the premium for the unexpired term of the policy.

9. Persons sustaining loss or damage by fire shall forthwith give notice of said loss in writing to the Company, and as soon thereafter as possible render a particular account of said loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portion of all policies thereon; also the actual cash value of the property and their interest therein, for what purpose and by whom the building insured, or containing the property insured, and the several parts thereof, were used at the time of the loss, when and how the fire originated, and shall also procure a certificate under the hand and seal of a magistrate or notary public (nearest the place of the fire, and not concerned in the loss as a creditor or otherwise, nor related to the assured), stating

notice of its intention to rebuild or repair the damaged premises.

that he had examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has, without fraud, sustained loss on the property insured to the amount which such magistrate or notary public shall certify. The assured shall, if required, submit to an examination or examinations under oath by any person appointed by the Company, and subscribe to such examinations when reduced to writing, and shall also produce their books of account and other vouchers, and exhibit the same for examination at the office of the Company, and permit extracts and copies thereof to be made. The assured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit to any person or persons named by the Company, for examination, all that remains of the property which was covered by this policy, damaged or not damaged.

When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made and furnished to the Company of the whole, naming the quantity, quality, and cost of each article; the amount of sound value and of damaged shall then be ascertained by appraisal of each article by competent persons (not interested in the loss as creditors or otherwise, nor related to the assured or sufferers), to be mutually appointed by the assured and the Company; their report, in writing, to be made under oath before any magistrate or other properly commissioned person; one-half of the appraisers' fees to be paid by the assured. The Company reserves the right to take the whole or any part of the articles at their appraised value, and until such proofs, declarations and certificates are produced, and examinations and appraisals are permitted by the claimant, the loss shall not be payable. In case of loss on property, held in trust or on commission, or if the interest of the assured be other than the entire and sole ownership, the names of the respective owners shall be set forth, together with their respective interests therein. If the policy is made payable in case of loss to a third party, the proofs of loss shall be made by the party originally assured, unless there has been an actual sale of the property insured. All fraud, or attempt at fraud, by false swearing or otherwise, shall cause a forfeiture of all claims on this Company under this policy. But provided, in case differences shall arise touching any loss or damage after proof thereof has been received in due form, the matter shall, at the written request of either party, be submitted to impartial arbitrators, whose award in writing shall be binding on the parties as to the amount of such loss or damage, but shall not decide the liability of the Company under this policy; and provided further, that it shall be optional with the Company to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time, giving notice of their intention to do so within thirty days after the receipt of the proofs herein required, and in all cases, whether this Company elect to build or not, the assured shall, if required, furnish plans and specifications of the buildings destroyed.

The cash value of property destroyed or damaged, by fire shall in no case exceed what would be the cost to the assured at the time of the fire of replacing the same; and in case of the depreciation of such property, from use or otherwise, a suitable deduction from the cash cost of replacing shall be made to ascertain the actual cash value. When property insured by this Company is damaged by removal from a building in which it is exposed to loss by fire, such damage shall be borne by the assured and insurers in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form shall be made by the claimant.

10. This insurance (the risk not being changed) may be continued for such further time as may be agreed upon, provided the premium therefor is paid and endorsed on this policy, or a receipt given for the same, and it shall be considered as continued under the original representation and for the original amounts and divisions, unless otherwise specified in writing; but in case there shall have been any change in the risk, either within itself or by neighboring buildings not made known to the Company by the assured at the time of the renewal, this policy and renewal shall be void.

11. It is a part of this contract that any person other than the assured, who may have procured this insurance to be taken by this Company, shall be deemed to be the agent of the assured named in this policy, and not of this Company under any circumstances whatever, or in any transaction relating to this insurance.

This Company shall not be liable by virtue of this policy, or any renewal thereof, until the premium therefor be actually paid.

12. It is furthermore hereby expressly provided and mutually agreed that no suit or action against this Company for the recovery of any claim by virtue of this policy shall be maintainable in any court of law or chancery, unless such suit or action shall be commenced within twelve months next after the loss shall occur; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

13. G.L.S.—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under this policy unless permitted in writing hereon.

14. Plate glass doors and windows, when the plates are of the dimensions of nine feet square or more, are not covered by insurance on the building, but must be separately and specifically insured.

15. Fences and other yard fixtures, also store furniture and fixtures, are not covered by insurance on the building, but must be separately and specifically mentioned.

16. Prescribed work, or gildings on walls or ceilings, are not covered by insurance on the building, but must be separately and specifically mentioned.

17. BUILDERS' Risk.—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers, or other mechanics in building, altering or repairing the premises named in this policy, will violate the same, unless permission for such work be endorsed hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs without notice or endorsement.

In Witness Whereof, THE WYTHEVILLE INSURANCE AND BANKING CO. has caused this policy to be signed by its President and attested by its Secretary, at the office of the Company, at Wytheville, Va.

*Aug Henry Tan* Secretary

*W. H. Wadley* President



*insert in Place the Card*  
*Policy No 11645*  
The Wytheville Insurance and Banking Co

CHARLES W. PEASELEY,  
Insurance Agent,  
18 & 20 BERRY STREET, NEW YORK.

Hereby consents that the interest of  
in the within Policy be assigned to  
subject, nevertheless, to the conditions herein contained.

18

Received New York Oct. 28/91. from Josiah S. Flint, a  
deputy on the Wytheville Insurance & Banking Co. of  
Wytheville Pa for the sum of (\$75.) Twenty five dollars, which  
when paid will be in full of all demands for loss and damage  
by fire on the 8<sup>th</sup> day of Oct. 1891. to the property insured under  
Pol. No. 30606 of said Company, and the policy is hereby reduced  
by that amount. H.P.Q.A

Read Your Policy.  
THE

Policy No. 30606 New York  
Expires June 26 1892

WYTHEVILLE

Insurance and Banking Co.



Wytheville, Pa.

James Pitt

City of New York

\$1000 Premium, \$ 12.00

Policy, \$

PAID BY THE WYTHEVILLE INSURANCE AND BANKING CO.

FOR VALUE RECEIVED, hereby transfer, assign  
and set over unto and  
assigns, all right, title and interest in this Policy of Insurance, and all benefit  
and advantage to be derived therefrom.

Witness hand and seal this day of 18

Signed, Sealed and Delivered in Presence of



Policy No 11655  
The Wytheville Insurance and Banking Co

CHARLES W. PEASELEY,  
General Insurance Agent,  
182 20 BERTY STREET, NEW YORK.

Hereby consents that the interest of  
in the within Policy be assigned to  
subject, nevertheless, to the conditions herein contained.

18

Received from Oct. 28/91. from Josiah S. Flint, a  
draft on the Wytheville Insurance & Banking Co of  
Wytheville Pa for the sum of (\$75.00) Twenty five dollars, which  
when paid will be in full of all demands for loss and damage  
by fire on the 8<sup>th</sup> day of Oct. 1891. to the property insured under  
Pol. #30606 of said Company, and the policy is hereby reduced  
by that amount. H.P.Q.A

READ YOUR POLICY.

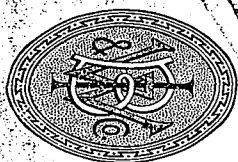
Policy No. 30606

Expires June 26 1892

THE

WYTHEVILLE

Insurance and Banking Co.



of Wytheville, Pa.

Warren Pitt

City of New York

\$ 15000.00 Premium \$ 12.00

Policy \$

D. A. ST. JOHN PRESS, WYTHEVILLE, PA.

FOR VALUE RECEIVED, hereby transfer, assign  
and set over unto and  
assigns, all right, title and interest in this Policy of Insurance, and all benefit  
and advantage to be derived therefrom.

Witness hand and seal this day of 18

Signed, Sealed and Delivered in Presence of

POOR QUALITY  
ORIGINAL

0852

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

526

THE PEOPLE OF THE STATE OF NEW YORK

against

*Morris Bitt*

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

*Morris Bitt*

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

The said *Morris Bitt*,

late of the *Tenth* Ward of the City of New York, in the County of New York aforesaid, on the *eight* day of *November*, in the year of our Lord one thousand eight hundred and ninety-*one*, at the Ward, City and County aforesaid, with force and arms, in the *night* time of the said day, a certain *dwelling-house* of one *Adler Steinmetz*, there situate, there being then and there within the said *dwelling-house* some human being, feloniously, wilfully and maliciously did set on fire and burn, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York and their dignity.

SECOND COUNT.

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

*Morris Bitt*

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

The said *Morris Bitt*,

late of the Ward, City and County aforesaid, afterwards, to wit: on the day and in the year aforesaid, at the Ward, City and County aforesaid, with force and arms, in the *night* time of the said day, a certain *dwelling-house* of one *Adler Steinmetz*, there situate, there being then and there within the said *dwelling-house* some human being, feloniously, wilfully and maliciously did set on fire and burn, against the form of the statute in such case made and provided, and against the peace of the People of the State of New York, and their dignity.

DE LANCEY NICOLL,  
District Attorney.