

0358

**BOX:**

158

**FOLDER:**

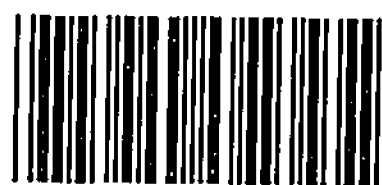
1621

**DESCRIPTION:**

Zorntlein, William

**DATE:**

11/21/84



1621

0359

Witnesses:

*Richard B. [illegible]*

*John B. [illegible]*

*Richard B. [illegible]  
151 Norfolk St.*

*Filed by  
Anna G. E. Lorch  
734 East 6th St.*

*Olney 1884*

*Counsel, Edmund H. Meyer*

*Filed 21 day of Nov 1884*

*Pledge Wholly (744)*

THE PEOPLE

vs.

*William Gortlin*

PETER B. OLNEY,

District Attorney.

*Sealed at \$1000*

*A True Bill.*

*Walter Maclean*

*Foreman*

*Dec. 18/84*

*Just*

*all from [illegible]*

*to [illegible]*

*[illegible]*



Erice Campbell  
District of the City of New York

News Oct 27<sup>th</sup>/89

The People of the State  
of New York.

<sup>a gsb</sup>  
William Garretlin

A "Straw" Baller Punished.  
Henry E. Gottlieb, 47 years old, who gave his residence the New England Hotel, on the Bowery, was sentenced by Judge Cowing in the General Sessions Court to-day to State Prison for 6 years. He was last week convicted of perjury in having presented himself at the Surrogate's Court on April 15, and by falsely representing to be possessed of two houses on 10th st. near Madison ave., qualified as a surety for Elizabeth Wood, executrix of the estate of Mrs. A. Judd. His arrest followed. It appears that the defendant was arrested after having been charged with perjury on April 15.

See the Malice

### The People's Facts & Points

I. On the 10<sup>th</sup> day of February 1883 defendant became one of the parties on an undertaking in the case of Mundy K. Parrel in the Supreme Court to have the defendant Parrel arrested in an action for the sum of \$100,000. on which bond is for \$2000., and on this bond and affidavit of William Garretlin it is claimed he committed perjury (See Undertaking)

II. The defendant was arrested on the complaint of one Dildrick Brottmann which complaint shows that he was insolvent and has a great many debts which he could not and cannot pay and that he had no good property at the time when the defendant became one of the parties, and the defendant in said action of Mundy K. Parrel failing to exercise his right to examine him the same must stand in law as true and makes out a case in itself to hold

against

the defendant (See Affidavit of Brittman)

III. Six days after the Defendant gave said bond he was arrested for Arson and came out of jail in April 1883 (See Depts Evidence) and a few days thereafter he called on Mrs Braun and begged her not to pay anything that he had given a Bond for Mundy & have Mrs Porret arrested and had given her house No 1329 First Avenue as security - That Mundy had done him favors, that she was all right as he had signed an agreement and it was in her Morney Gscheidt's hands to the effect that he had no interest in said property and if she mentioned it, it would be bad in the Arson case against him, that she could not base anything by it as it was only a matter of form (See Evidence of Mrs Braun)

IV. It is claimed by the People that the Defendant William Hornlein was insolvent, did not own the  $\frac{1}{2}$  House and Lot 1329 First Avenue, and had at the time more outstanding liabilities and debts than he had property

V. Defendant Wm Hornlein's liabilities were at the time of giving said Bond as follows. Two notes of \$1000. with interest from February 12, 1882 which were duly protested and which he was



unable to pay and are now unpaid.  
 Bonds in the Surrogate Court in the  
 Schuchers estate for \$1400. Bonds in this  
 case of \$2000. and other <sup>Surrogate Court</sup> Bonds in the  
 (See Defendants affidavit) on the  
 bond in the Richters Estate, Seven  
 Months run from April 1st to Dec. 1892  
 being \$160. still unpaid (See Bill) which  
 all amounts to about \$7000 where  
 the property covers said large liabil-  
 -ities, all that part of the evidence shows  
 that he was insolvent. The Bond in  
 the Mundy case is specially mentioned  
 in the affidavit of the Defendants in  
 the Bond given in the Richters  
 Estate and it shows that it attaches  
 to said house 1329 First Avenue  
 and the evidence of Mrs. Brown and  
 Leitcher shows that the defendant told  
 them he went and gave said undertak-  
 -ing as an obligation on said property  
 and they were to pay nothing unless  
 he would get in trouble.

Defendant to the witnesses about his  
 insolvency were excluded and in  
 this case there is a different complain-  
 -ant, and other evidence has been intro-  
 -duced which was not known at the  
 time (See complaint and re-direct)



unable to pay and are now unpaid:  
 Bonds in the Surrogate Court in the  
 Schauder estate for \$1400, Bonds in this  
 case of \$2000. and other <sup>Surrogate Court</sup> Bonds in the  
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 the Mundy case is specially mentioned  
 in the affidavit of the Defendants in  
 the Bond given in the Richters  
 Estate and it shows that it attaches  
 to said house 1329 Fifth Avenue  
 and the evidence of Mrs Braw and  
 Loertchen shows that the defendant told  
 them he went and gave said undertak-  
 -ing as an obligation on said property  
 and they were to pay nothing unless  
 he would get in trouble

VI The deed of Braw to Garntlein is  
 dated September 23, 1881 consideration  
 \$1.00 (See agreement of the same dated  
 September 23, 1881. between Garntlein  
 and Mrs Braw which shows that he has  
 and had no interest in said property, that

unable to pay and are now unpaid.  
 Bonds in the Surrogate Court in the  
 Schauder estate for \$1400. Bonds in this  
 case of \$2000. and other <sup>Surrogate Court</sup> Bonds in the  
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 that he was insolvent. The Bond in  
 the Mundy case is specially mentioned  
 in the affidavit of the Defendants in  
 the Bond given in the Richters  
 Estate and it shows that it attaches  
 to paid house 1329 First Avenue  
 and the evidence of Mrs. Braun and  
 Gertrude shows that the defendant told  
 them he went and gave said undertak-  
 -ing as an obligation on said property  
 and they were to pay nothing unless  
 he would get in trouble.

VI The deed of Braun to Garritin is  
 dated September 23, 1881 consideration  
 \$1.00 (See agreement of the same date  
 September 23, 1881. between Garritin  
 and Mrs. Braun which shows that he has  
 and had no interest in said property, that



he is only a Trustee for her and that he  
received said Deed only as security for going bail  
for her; See evidence of Mrs Braw to the  
effect that she and her husband own said  
property, are in possession and receive  
the rents; See cross examination of the  
Defendant which shows that he never  
had possession of said property and never  
collected one cent rent; does not that of it-  
self show he has no interest in said house?

Since the making of said deed  
 the Court of Appeals have held in the case  
 of Bortels vs. Newman 92 N. Y. Repts page  
 162 in a similar grant & that of Gornt-  
leins, that Gorntleins did not receive any  
 title to said half house and that Gornt-  
leins case is referred to therein. Gornt-  
leins might have a deed made out of  
 your honours property by John Smith <sup>as grantor</sup>  
himself and have it recorded, but that would  
 not make him owner, he must show  
 that he is in possession and that John  
Smith has the title.

VII. In the case of Margaret M. Krukelen  
vs. Henry W. C. Pauli et al. the General  
 Term of the Court of Common Pleas in 1876 the  
 subject matter of said case being identical  
 with the subject matter of the Gorntleins  
 and Braw matters, held, that Gornt



- line would be only a Trustee and had no interest in the property

VIII Mrs. Braun swears that the Defendant was poor and that he stated to her that Charles C. Sperry had cheated him out of everything and wanted to borrow \$300. from her to start again in life and if she did he would give her back her deed; - this conversation was after he got out on bail in the Arsan case (See Evidence of Mrs. Braun)

IX. The evidence of John Portcher shows he was insolvent at the time; that he could not pay the \$1,000. notes; That he could not pay the \$160. rent; that he at various times lent him 25¢ on 50¢ to get home with, and that Mrs. Parret gave him food to take home to his family as he was poor and had nothing to eat (See Evidence of Portcher)

X. This case is not similar to the one in Long Island City as all evidence of admissions made by the Defendant to the witnesses about his insolvency were excluded and in this case there is a different complaint, and other evidence has been introduced which was not known at the time (See complaint and re-direct)

against

Evidence of witness Goetzchen

XI. The aforesaid admissions and confessions made by the Defendant to the People's witnesses of which they testified to on this examination are enough in themselves to convict and are to be considered against him. See Code of Criminal Procedure Sec 395; Wharton on Criminal Law P. 252; Pen Gross J. Lambie's Case 2 Leach, C.C. 620; 2 Hawk P.C.C. 46, 31; 2. Russ. on Crimes O. 824.

XII. All the authorities show that at the time the Defendant gave said undertaking he was insolvent. See Daily Register June 14<sup>th</sup> 1884 Opinion by Hon Judge Truax; See opinion in the case of Egau vs Lyuch Daily Register April 17, 1883; See opinion of Hon Justice Hyatt Daily Register Sept. 16, 1884; all said cases hold that in a case like this that Goetzchen was insolvent and a forger and ought to be indicted. All the authorities show that from the evidence Goetzchen committed perjury and can be convicted. See Hoodbeck vs. Keller & Co. 118; N.Y. Genl. Sessions Tomlinson's case 4 City N. Res 125; People vs. Courtney 94 N.Y. 490; Wood vs. People 59 N.Y. 17; Shepherd vs. Parker 36 N.Y. 517; Real vs. People 42 N.Y. 270, 280, 282; Archbolds



Crim. Pr. 817

XIII. The People moved and now under  
its objection moves to strike out all the  
evidence of Mr. Easton and Mr. Beechen,  
 which goes and wherein it is claimed to  
 impeach one of the witnesses for the People  
 Diederich Bruttman, as they each swore  
 that they only saw said witness once or  
 twice and then only as a witness for  
 about half an hour in a proceeding where-  
 in he was only a witness and not a party  
 and that neither of them even knew him  
 or his neighbors, friends or business  
 men where he was and is in the habit  
 of doing business. this kind of evidence  
will not be allowed in any Court of the land  
and is not the way to impeach a witness  
 See Cawen & Killo Phillips on Evidence Vol.  
2 Page 779: Rookwoods Case 13 How. Cr.  
Repts 210: Dela Matto Case 21 How. St. Tr. 811:  
Scharp v. Scoging, Holt N. P. C. 541: Es-  
pecially the evidence ought to be stricken  
out when the people wanted to prove by  
his neighbors and business men who  
know him for over 15 years, that he is  
trustworthy and does business to the amount  
of over \$15,000. per year and is of the best  
character and can be believed under all cir-  
cumstances all of which was pulled out by



the Court as unnecessary. I personally ask  
that all the evidence about witnesses be  
stricken out which relates to me as I am  
not and was not a witness and as I can  
show that the opinion and report of Mr.  
Becher was made up from false evidence  
of b. c. Sperry and others and as Mr. Becher  
under cross examination shows that Mr.  
Geschiedt was not a party to the proceed-  
ings and when he Geschiedt wanted  
to prove by documentary and other evidence  
that Sperry committed perjury before him,  
he would not let him as he was not a party  
or attorney to the proceedings; under those  
circumstances Sperry could and did com-  
-mit perjury against him, and Mr. Becher  
must take it as true and made his re-  
-port therefrom as Mr. Geschiedt would  
not know anything about it as he would  
not be present and know what was the  
evidence given, all of which was the case  
and under these circumstances such evi-  
-dence given here ought not to stand against  
him and the witness Spettman  
XIV. Since the close of this hearing I found  
affidavits of William Zarnettin and Wm  
H. Mundy in the case of Mundy vs. Parvett,  
which were filed April 20, 1883 in the County  
Clerk's office which were used in opposition

In a motion of the defendant Parrot to  
increase the security of Mundy wherein  
the property 1329 First Avenue is set  
forth and given as the property upon  
which Defendant Gorntliin gave as secu-  
-rity for \$2000 on the undertaking for  
Mundy in the case of Mundy v. Parrot  
and upon which the Defendant Gornt-  
liin is charged in this case with commit-  
ting perjury. In the affidavit of Mundy  
he swore "that he had made diligent in-  
-quiry as to the property of the parties, and  
"is satisfied that they are abundantly respon-  
-sible for the penalty named in the undertaking.  
But the said Mundy from the state of facts  
now found out from said affidavits and the  
evidence brought out on this proceeding he  
ought to have been arrested with said Gornt-  
liin on the charge of perjury (see affida-  
bits hereto annexed.) This state of facts  
begs with the evidence of Mrs. Braun and  
John Dertchen to the effect that Gorntliin  
told them he had <sup>been</sup> going bail on Mrs.  
Braun's property for Mundy and for them  
to pay nothing as he would get in trouble  
again.

I respectfully submit the for-  
 going facts and points on behalf of the Pro-  
 secution on the documentary evidence upon



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which the defendant could be convicted  
by a Court and Jury, not speaking of the  
three witnesses that testified for the  
People, and I therefore ask on behalf of the  
People that the defendant Garrison be  
held on the charge of perjury as more  
than a ~~probable~~ cause exists

Respectfully submitted  
N. M. Geschick  
Atty. for the People  
under appointment by the Dist. Atty.  
33 Park Row  
N. Y. City

To  
Hon. P. G. Duffy  
Justice



Supreme Court  
New York County

William H. Mundy

vs.

Eliza Garret

City and County of New York ss.  
William Garretlein being  
duly sworn says: That he is one of the  
parties on the undertaking given in  
this action given to obtain the order of  
arrest; that he owns one half of the  
premises 1329 First Avenue in this  
City a five story brick building with  
stores underneath and the lot on which  
it is built -

It is worth as deponent is  
informed by real estate men the sum of at least  
\$15000. There is a Mortgage of \$5000 on it.  
There are no other incumbrances on it.  
Deponent owns besides \$5000 stock in the  
European Medicine Company. He became  
bail for the Defendant herein when he was  
managing some of her business affairs.  
When she was arrested May 2, 1882 The Dis-  
-trict Attorney of this County accepted the  
bail after thorough examination of the  
Real estate above mentioned. It was

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in the same condition it is now  
The property rents for \$1500. (Then the  
affidavit continues detailing all about his  
arrest in Jersey for arson and corroborating  
affidavits of Mundy & others)

Sworn to before me  
this 9<sup>th</sup> day of April 1883. } Wm. J. Cornhill  
John L. Shirley  
Notary Public N.Y.C.

Subscribed



Supreme Court

William H. Mundy

agst  
Eliza Parret

City and County of New York S.S.

William H. Mundy being  
duly sworn says: that he has read the  
moving papers on the two motions herein  
(then follows allegations as to his connection with  
the case and in relation to the arrest of Sperry  
and Gault etc)

Depoent has made dili-  
gent inquiry as to the propriety of the  
fines, and is satisfied that they are  
abundantly responsible for the penalty  
named in the undertaking

(After which follows allegations as to how  
he has endeavored to furnish wrong doers etc)

Sworn to before me  
this 14 day of April 1883.  
J. Fouckwanger  
Comm. of Deeds  
N. Y. Co.

William H. Mundy

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against

STATE OF NEW YORK,

COUNTY OF .....

ss.:

..... being duly sworn, deposes and says: That he is of the  
age of ..... years and upwards; that on the ..... day of ..... 18..... at .....

he served the annexed

on

the

herein, by

that he knew the person so served to be  
and described in said ..... as the  
..... herein.

the person mentioned

Sworn to ..... before me, this }  
..... day of ..... 18..... }

*First Dis. Prison Church*  
*The People of the State*  
*of New York*

*aqsh*

*William J. Gonnellin*

*The Peoples Factory Print*

H. M. GESCHEIDT,

*Atty. for the People*  
*under appointment*

33 PARK ROW,

New York.

*Dex. P. G. Duffy*  
*Justice*

J. V. JOHNSTON, Law Stationer, 21 Park Row, N. Y.

Due and correct service of ..... cop. of the  
within ..... admitted this  
day of ..... 188.....

Attorney for.....



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TORN PAGE

J. P. MANN, Printer, 84 Nassau St., N. Y.

## STENOGRAPHIC MINUTES.

Fourth Dist. Police Court.  
N. Y. SPECIAL SESSIONS.THE PEOPLE  
vs.

Wm. Goentlein

BEFORE

Hon. P. H. Duffy,  
Police Justice.October 22<sup>nd</sup> 1884.

## WITNESSES.

Direct. Cross. Re-called.

John Laertscher

1

12

Babeta Bran

22

28

J. Thain Easton

37

39

John L. Shirley

58

59

John Laertscher

62

62

98

William C. Beecher

66

72

William Goentlein

106

116

DAVID S. VEITCH,

Stenographer.

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FOURTH DISTRICT POLICE COURT.

City and County of New York.

THE PEOPLE  
vs  
WILLIAM ZOENTLEIN

Before  
HON. P. G. DUFFY,  
Police Justice.

October 22nd and 25th 1884.

MR. H. M. GESCHEIDT for the prosecution.

MR. Wm. H. MUNDAY for the defendant.

The evidence which was taken before this record was  
taken by the clerk in the Police Court.

JOHN LOERTSCHER'S evidence continued from where  
the clerk left off.

Q (MR. Gescheidt) Did you present those notes at any other  
time?

A Yes, sir; in June 1883.

Q Were they paid?

A No, sir.

Q State the conversation, if any, you had at that time with Mr.  
Zoentlein?



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A I met him on Broadway and asked him if he was not going to pay those notes; he said that he would not pay them; that he had been going bail for Mr. Munday. I said, why don't you pay those notes? Mr. Porret is going to have an attachment on the property, and he said that he did not care, because they did not belong to him. I said how can you go bail if they do not belong to you? and he said that is an understanding between me and Mrs. Brann and Mr. Munday. Mr. Munday did me some favor and I have to oblige him.

This question was objected to as incompetent and irrelevant; <sup>objection</sup> ~~exception~~ overruled; exception.

Q Where did Mr. Zeontlein live prior to December 1882?

A 499 Broad Street, Newark.

Q In whose house?

A Mrs. Porret.

Q Do you know anything about the renting of that house of Mrs. Porret during that time to Mr. Zeontlein?

Question objected to by the defense; objection overruled.

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A She rented it to him for twenty dollars per month to be paid on the first of every month.

Q State what you know about the rent and when the rent was to be paid? And if anything is due from April 1st to December 1st on those premises by Mr. Zeontlein to Mrs. Porret? Is there anything due?

The defense object to the question on the former ground, and further that it is patent to anyone that this witness cannot tell what Mr. Zeontlein owed to some other person; objection overruled; exception.

A There is \$100.00 due.

Q Were you present at any time during any conversation with Mrs. Porrett and Zeoltlein about the rent covered between the periods set forth in the last question?

Question objected to as irrelevant and immaterial;  
Objection sustained.

Q Did you make any demand after December 1882, at the request of Mrs. Porret, of the defendant, Zeontlein, of the rent



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covering any portion of the time mentioned in the previous question?

Objected to on the ground that it is leading, incompetent, irrelevant, and immaterial; sustained.

Q Did you make such a demand on Zeontline?

A I did.

Q Did you at any time before or after February 10th 1883 have and conversation with Zeontlein in regard to his financial circumstances or solvency?

Same objections as before; overruled; exception.

A Yes, sir.

Q Do you know of any liabilities, debts, or claims against Zeoltlein that he has accrued between April 1881 and June 1883, and other than the two promissory notes that you have testified to?

A Yes, sir.

Q What are they?

A The rent due and money which he borrowed.

This question and answer were objected to; overruled; exception.

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Q From whom did he borrow it?

A He borrowed it from Mrs. Porret and some from me.

Q During that period of time did you have any conversation in regard to any real estate, or property or matters pertaining thereto with Zeoltlein?

Same objections as before; overruled; exception.

A Yes, sir.

Q What was the conversation?

Same objections as before; overruled; exception.

A In April 1883 after he got out of Jail I demanded the payment of the notes and the rent which was due to Mrs. Porret; I said to him that I heard he was going bail on the property 1329 First Avenue. He said yes. Then I said You ought to be able to pay those notes? and he said I cannot; there is an agreement between me and Mrs. Brann which is in Mr. Gescheidt's office, and the agreement says that he has no interest in the house whatever.



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Q Look at this paper and say who signed the name if you know, of William Zoentlein?

Same objection as before; overruled; exception.

A The defendant Zoentlein.

This was now marked Ex. I. October 22nd 1884 for identification; it was shown to the witness who identified it as the agreement referred to.

Q Anything further?

A That is all that I remember now.

Counsel offered in evidence certified copy of the deed of Babeta Brann to William Zoentlein; it is marked Ex. 2.

Q Do you know of any agreement existing between Zoentlein and Mrs. Brann in regard to the house 1329 First Avenue?

Question objected to on the ground that there is no evidence to show that the agreement is not in writing, and if it is the writing is the best evidence; Second, it is incompetent, irrelevant, immaterial and improper to attempt to prove a written instru-

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ment, especially a deed of property by outside, parole or written evidence; the deed speaks for itself. Objection overruled; exception.

A Yes, sir:

Q Look at Ex. I. for identification and see if that is the agreement, and in whose hand-writing is the signature WM. Zeontlein?

The same objection as before; overruled; exception.

A It is in the hand-writing of Zeontlein.

Q Are you acquainted and familiar with the hand-writing and signature of William Zeontlein?

A Yes, sir.

Q And is that his signature?

A Yes, sir.

Counsel now mutually agreed to have the questions answered by the witnesses on both sides of the case, reserving the right to move to strike them out when the Justice is present.



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A bond was now offered in evidence given by Zeontlein & Co. in the Surrogate's Court in the estate of John B. Shenker; it is marked Ex!.". for identification.

(The defence object to the introduction of this bond on the grounds already mentioned, and further that it is not proven to be the bond of William Zeontlein.)

Q Look at Ex! 2 for identification and see if you recognize the bond?

Same objection as before, also on the ground that the question assumes that the paper handed to the witness is a bond.

Q Do you recognize the paper Ex. 2. for identification?

A Yes, sir.

Q Did you ever have that paper?

A Yes, sir; I got it from the Surrogate's office.

Q Did you see the original of which that is a copy?

A Yes, sir.

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Q Did you see the signature attached thereto?

A Yes, sir.

Q Whose signature was it?

Question objected to on the ground that the original paper should be produced.

Q Did you compare that paper with the original paper in the Surrogate's Record room?

A Yes, sir.

Q Whose signatures are to the original papers in the record room?

Question objected to on the ground that the paper has not been shown to be the proper evidence.

A The defendant Zeontlein.

Counsel now offered in evidence a paper in the estate of Amelia Richter, for identification.

Counsel for the prosecution offers in evidence the agreement of Zeontlein dated September 23rd 1881 in regard to the First Avenue property; it is marked Ex. 3 for identification; he also offered

~~the bond in the~~



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the bond in the Schenker estate. To all of which the defense except.

Q Do you recognize Ex. 3 for identification?

A Yes, sir.

Q Did you ever have that paper in your possession?

A Yes, sir.

The same questions were asked the witness in reference to this paper as were asked about the former paper. The prosecution offered it in evidence; the defense object to its introduction on the same ground as in reference to the other paper.

A Stipulation. If the questions are ruled against the defendant I will not object to the introduction of these certified copies in place of the originals, but will admit that the original signatures and the original bonds are in the hand-writing, and are the signatures of the defendant! It is further admitted on behalf of the defendant that the signature to

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II

the original bond , which is in evidence, in the case of Munday vs Porret, is the signature of the defendant William Zeontlein.

Q Do you know whether or not Mr. Zeontlein was insolvent or had any property on or about the 10th day of February 1883?

Objected to on the ground that it is incompetent, irrelevant, immaterial, and that it is utterly impossible for this witness to know or to tell that.

A I know he was insolvent; to my knowledge he did not have any property.

Q Did you have any conversation with him in regard to property and responsibility?

A Yes, sir.

Q What was the conversation?

A I told him that he gave bail in the house 1329 First Avenue, which he told me before that he did not own.

Q On or about that time or after or before?

Same objections as formerly.



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A I had a conversation with him in June 1883.

Q What did he say and what did you say?

A I told him that I heard he was going bail for Mr. Munday over in Long Island, and he said yes that he did. I said what did you want to do such things for and not pay the debts due. He said that is an understanding between me and Mr. Munday. He did some favors to me in Newark while we were in jail and I had to do some favor too. That is all I can recollect just now.

C R O S S E X A M I N A T I O N by MR. MUNDAY.

Q You have been a bartender at No. 54 West 31st. Have you not?

A I have been a waiter.

Q Never a bartender there?

A No, sir.

Q You pretended to own that place at one time? didn't you?

A I did.

Q From whom did you purchase it?

A From Mrs. Porret.

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Q What did you give her for it?

Objected to as immaterial.

A I gave her \$1,000.00 cash, and the rest, \$5000.00, mortgage.

Q Where did you get the money to buy it with?

Objected to as immaterial and irrelevant.

A Most of it I earned.

Q Didn't you swear in the case against her in the General Sessions of this city, that you purchased that place of her and paid her two thousand dollars down, and that you saved the money, the \$2000.00, during the two years that you were on a farm in Rochester, working there as a laborer?

Objected to as immaterial.

Q Did you ever work on a farm near Rochester?

A I did for a man named Habegger.

Q Where is he now?

A I do not know whether he is there now or not.

Q What were your duties there?

A Working on the farm as a laborer.

Q How much per month?

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A I had eighteen and twenty dollars per month.

Q How long did you work there?

A I worked there about a year and a half.

Q Is that the only farm you ever worked on?

A No, sir; I worked for a man named Charles Eckler in the same place, Menden near Rochester, for six months or something like that.

Q At how much per month?

A Eighteen dollars.

Q Any other farm?

A ~~Go~~ Yes, sir; for Goetleib Brobst, Pittsford, two or three months of something like that.

Q What years were these you worked there?

A 1877 and 1878.

Q On any other farm?

A Yes, sir I do not remember the name exactly; at Honeyoye Falls near Rochester, in 1878 I think it was.

Q Any other?

A No, sir:

Q During the time you worked on any of these farms did you receive more than twenty-two dollars per month?



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A No, sir.

Q And did you save the money, the \$2000.00 that you paid Mrs. Porret from your wages on these farms?

Question objected to on the ground that there is no proof that the witness ever earned that much on the farm.

A Not all on those farms; I worked here since.

Q You swore in the General Sessions, did you not, that you owned this place, 54 West 31st Street, when Mrs. Porret was convicted of selling liquor without a license?

Question objected to.

A I swore the business but not the house or property.

Q And notwithstanding your oath the jury convicted her as the owner of the premises.

Question objected to as incompetent, irrelevant and impertinent.

A Yes, sir.

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Q You made a similar charge to this one against Zeontlein in Long Island City, did you not?

Question objected to as immaterial.

A Yes, sir.

Q And in that affidavit you swore that Zeontlein was insolvent?

Question objected to.

A Yes, sir.

Q And notwithstanding your testimony there Zeontlein was discharged without putting in any evidence whatever?

Objected to.

A I think he was--- yes.

Q And the same evidence that has been offered here in Zeontlein's case was offered in that case in Long Island City?

Objected to as not the fact, as immaterial to issue, also on the ground that the evidence speaks for itself.

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A Yes, sir.

Q This alleged agreement between Mrs. Brann and Mr. Zeontlein was in evidence there, was it not?

Question objected to.

A Yes, sir.

Q Mrs. Brann was a witness against him, was she not?

Objected to.

A Yes, sir.

Q And Mr. Brettman also?

Objected to.

Q Don't you know that these notes offered in evidence here are the subject of an action now pending between Zeontlein and Mrs. Porret in which action Zeontlein claims that notwithstanding these notes Mrs. Porret owes him several thousand dollars.

Question objected to on the ground that it is incompetent; that the notes are prima facie evidence of debt.



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Q How far were you from Zeontlein and Mrs. Porret when these notes offered in evidence here were made?

A As far as I am now from the table.

Q Did you see the parties sign them?

A I did.

Q How do you know they were given for other notes?

A Because I saw the other notes made; because that was the understanding between them.

The defense moved to strike out this answer.

Q Will you swear now of your own knowledge that those notes have not been paid?

A Yes, sir.

Q How do you know it?

A One reason, Zeontlein told me himself when I demanded the notes that he could not pay them; another thing, he has not got anything to pay them with.

The defense move to strike out this answer on the ground that it is not responsive to the question.

Q Is that the only reason?

0395

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A That is all I can remember now.

Q How do you know that he hasn't anything to pay them with?

A Because he always lived poor, and begged me to ask Mrs. Porret if he could not stay in the house over in Newark; many times he took victuals over from here to Newark, which Mrs. Porret gave him.

Q Will you now swear of your own knowledge that he has not any property?

A I will swear that he has not got any.

Q Is that as true as anything else you have sworn to here?

A Yes, sir.

Q You talked with Mr. Gescheidt about this case?

A Yes, sir.

Q How many times?

A May be half a dozen times, and may be more; I do not know how many; I told him all I knew about the case.

Q Did you tell him Zeontlein had no property?

A I did.

Q Have you searched the record to see if he has any real estate or not?

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A No, I did not search it.

Q How do you know that he has not got real estate then?

A What he told me.

Q Will you swear that the records of this county do not show that he has got in his name a half interest in the piece of real estate No. 1329 First Avenue?

A I won't swear that.

Q Don't you know that the record does show that?

A The record does show it.

Q And yet you swear that he has no property too?

A Yes, sir.

Q Do you know of your own knowledge that he has not paid these notes within a week?

A Yes.

Q How?

A If they were paid I would know it; I would have been told by Mr. Porret or heard something about it.

Q Is that the only way you know?

Objected to as immaterial.

A Yes, sir.



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Q Who told you to make a complaint against Zeontlein in Long Island City?

Question objected to as immaterial.

A Nobody told me but myself.

Q Was not Zeontlein in Mrs. Porrett's employ at the time and times when you say you presented these notes for payment?

Question objected to as immaterial.

A I do not know that he was ever in her employment.

Sworn to before me this

22nd day of October 1884.

*P. A. Duffell*  
POLICE JUSTICE.

*John Leetscher*

(Cross-examination of this witness was now suspended.)

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B A B E T A B R A N a witness called by the people and sworn through the interpreter.

Q (Mr. Gesheidt) Where do you live?

A 151 Norfolk Street; but I am living in Newark where I work off and on.

Q Do you know Zeontlein?

A Yes, sir.

Q How long have you known him?

A Since July last, three years.

Q Do you recollect on or about the 23rd of September 1881?

A Yes, sir.

Q Did you have any conversation or agreement with Zeontlein in regard to the house 1329 First Avenue ?

The defense object to the question on the ground that it does not appear whether the agreement is in writing or by parole, and therefore it does not appear that the best evidence is offered. Second, on the ground that it is incompetent and irrelevant to this issue.

A Yes, sir.

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Q Look at Ex. I. and see if that is the agreement of that date?

Question objected to on the ground that it assumes that the paper is an agreement; second, on the ground that it is incompetent, irrelevant and immaterial.

A Yes, sir.

Q Do you know that is the signature of William Zeontlein?

A Yes, sir.

The defense admit that if the paper shown witness as evidence, which is signed by the defendant Zeontlein, and witnessed by Sperrl, Brettmann and Gesheidt, reserving the right to crossexamine the subscribing witnesses and the present witness, Mrs. Bran.

Q Did you have any conversation with Zeontlein in the month of October 1883.

Question objected to on the ground that it is too general immaterial and irrelevant to this issue.

A That was the last, but I had two before.



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Q Did you have any conversation with Zeontlein in the month of October in regard to him giving a bond in the case of Munday against Porret?

A It might have been in November.

Q Did you have any other conversation with Zeontlein after he got out of jail in Newark in 1883 in regard to a bond given in the case of Munday against Porret where Mrs. Porret was arrested?

The defense object to the question on the grounds already stated.

A Yes, sir.

Q Did you have any conversation with Zeontlein or conversations between December 1882 and June 1883 in regard to his financial circumstances, his liabilities and responsibility in payment of debts, and in regard to any property that he might have?

Question objected to on the grounds above stated.

A In 1882 in October or the commencement of November.

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Q Did he ever speak ~~you~~ to you in word or in substance that he gave the half house ,1329 First Avenue, as security, and in going on the bond for Wm. H. Munday for Munday vs. Porret in the Supreme Court, and requested you to say nothing about it, that it wouldn't do you any harm or your property, and that if you did he would get in trouble again?

Question objected to on the ground that it is outrageously leading, incompetent, irrelevant and immaterial.

A He did not say that in 1882 but he did in 1883; in 1883 after he got out of jail he said , that if I would mention it he would get in trouble again.

Q When was this conversation and when did he come out of jail?

A The conversation was 1883. He came out of jail on the first or second Sunday after I read it in the paper.

Q What month was that?

A I think it was April.

Q What conversation did you have with him about going bail or giving a bond in the case ~~against~~ of Munday vs. Porret?

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A He came to me and wanted to visit me. I told him before he went to jail that he gave security for Munday on my house 1329 First Avenue; he said that he heard that I heard it, and that is the reason he gave it. He begged me not to say anything, because it would hurt him and make a bad impression in the court in Newark where he was accused of arson. He said "It cannot hurt you anyway because you know the contract." He said "You know the contract we have deposited in Gescheidt's office, and the whole thing is only a matter of form." and that he did not own a stone in the house, that it all belonged to me and my husband.

Q Did you have any further conversation in July 1883?

A Not in July.

Q Did you have any later?

A Yes, sir; in October or November 1883.

Q What was the conversation about?

A I met Mr. Zeontlein near the post office. I said you gave security once more with my house, 1329 First Avenue, for Mr. Munday? He said yes. He said it would not hurt me, that the contract was in Mr. Gescheidt's office, and that



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it was only a matter of form, nothing else. I believed it.

Q Do you know whether Zeontlein was out of ---- between December 1882 and December 1883?

A No, sir.

Q State what you know about it?

A He came one evening to my house in Newark and said that he had sued Sperry and had him arrested; because Sperry had cheated him out of all his money--- \$1,400.00 --- that Sperry had induced him to take shares in a medicine company, and that he was very poor, totally poor; he wanted to know if I would get him \$300. and then he would get me the deed back again.

Q When was this?

A In 1882.

Q What month?

A It was in the end of November, I think.

Q Was there anything further said?

A I asked him how about the shares that lay in Mr. Bescheidt's office, and he said they are not worth a cent; that the whole company was a swindle, nothing more.

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CROSS-EXAMINED by MR. MUNDAY.

Q Haven't you accused Mr. Descheidt of wronging you out of this property?

A Yes, sir; I have now received an explanation and I know such is not the case; I have examined into it my self and I don't believe it any more.

Q Haven't you threatened to injure Mr. Zeontlein in this proceeding if he would not give back this deed to you?

A No, sir; I only said I would sue him if he did not do it.

Q Did you say you would not have any mercy upon him?

A Yes, sir; I said so; I want to say what formerly I kept a secret.

Q Didn't you go to Mrs. Lerch and try to get her to surrender Mr. Zeontlein?

A I did not try to induce her; it was her free will.

Q Will you swear that you did not go to her house and ask her to do it?

A No, I went to her house as a friend of hers.

Q Will you swear you did not go to her house and ask her to surrender Zeontlein?

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A I will swear that I did not go.

Q Will you swear that you did not ask her to do so at any other place?

A I did not.

Q Do you know the contents of this agreement that you testified to?

A Yes, sir; Mr. Gescheidt read it once to me, but I did not understand it so well; but the gentleman who was with me, Mr. Henlein, knows it word for word.

Q Was it right in your opinion for Mr. Zeontlein when he sold this property to give a part of the proceeds to Mr. Gescheidt

A I do not know anything about it.

Q If there is any such agreement in existence, isn't it a fraud in your opinion?

A I agreed in writing to give five hundred dollars; I paid him fifty dollars on account.

Q Did you agree to give him this money out of the proceeds of the sale of the house?

A No, sir.

Q Did you ever agree to give Mr. Descheidt any of the proceeds



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of the sale of that house?

A No, sir.

Q You say this agreement was translated to you?

A Mr. Henlein talks English but not good; he does not know everything that is in there; I held myself to the receipt I had.

Q Did you think that there is any such agreement in this paper? (Ex. I. for identification.)

A I do not know anything about that.

Q Well if it is in here isn't it a fraud?

A Then it is of course a fraud.

Q No part of the proceeds of the sale of the house 1329 First Avenue was to be paid to Mr. Gescheidt?

A No, sir.

Q Did you ever consent to any agreement between yourself and Mr. Gescheidt or anyone else, that when the house No. 1329 First Avenue should be sold that Zeontlein should pay the bills and contract? That Zeontlein has assumed all Henry M. Gescheidt's claims against you for legal services charges

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and expenses in the defense and prosecution of various matters and proceedings, and Zontlein's personal expenses, advances and charges for various legal documents, and on said Bra releasing and indemnifying said Zontlein and one C. C. Sperry on the bond and obligation or undertaking given by Zeontlein and said Sperry to the people of the state of New Jersey on a charge of adultery against you (the witness) and one Jacob Haehnlein?

A I do not know anything about that; I never agreed to that, only five hundred dollars.

Q Was that \$500. to be taken out of the proceeds of the sale of this house?

A No, sir.

Q What I have stated to you is in this paper (Ex. I.) do you know it?

A If that is in it I did not know it.

Q Isn't it a fact that you deeded this property to Mr. Zeontlein on Mr. Gescheidt's advice, and that you were under the impression that when Zeontlein realized upon the property that then your matters and Zeontlein's were to be straight-

0408

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ened out amicably?

A I relied upon him as my lawyer. I said that the house should not be sold, and I never agreed upon that ; I want to keep my house.

Q Don't you know that shortly after you deeded the property Mr. Gescheidt brought an action for Mr. Zeontlein to have that property sold?

A Yes, sir; I know that.

Q Weren't you a witness on the trial of that case?

A Yes, sir.

Q Didn't you swear as such interest that you had no interest in that property?

A Never.

Q Do you remember what you did swear to?

A Yes, sir.

Q What was it?

A Only about my property in Germany, and what I got from my relations, father and mother, etc.

Q Do you think it was wrong for Mr. Gescheidt to have brought that action?



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A It was right.

Q Did you think at the time it was right?

A Yes, sir; I thought it was right.

Q Haven't you called Descheidt a thief?

A It is possible.

Q Haven't you written it on a postal card to him?

A Yes, sir.

Q (Redirect) Wasn't it understood that Zeontlein should get this house as security for going bail for you in Newark?

A Yes, sir.

Q And that was one of the conditions that you gave him the deed of the house?

A Yes, sir.

Q Now in case you made up your mind to sell the property and Mr. Zeontlein got the money, wasn't he to give you every dollar back and you to give his shares back?

A Yes, sir.

Q If he requested Zeontlein to sell the house and you got the money, weren't you to pay me for the services I did, the balance, \$450.?

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A Certainly I would pay you; you have it in writing, and Zeontlein was to give the deed back when I wanted it.

Q And if it is so in the agreement, that you were to pay Mr. Gescheidt for his services, and Zeontlein got the deed as security to go bail for you in Newark, would this agreement be false or true?

A Then it is right.

Q (RE CROSS) Who owns this property now, in your opinion?

A Me and my husband.

Q Are you sure of that?

A That is what Mr. Gescheidt says--- I am sure.

Q Don't you know that you have made a deed of this very property to your son?

A No, I do not; that was given under fraud; I did not know what was in the papers.

Q Don't you know that there is an action now pending, brought by you to set aside that deed which you made to your son?

A Yes, sir.

Q Then you did make such a deed to your son?

A Yes, sir; but not with my knowledge.

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Q And yet with this Zeontlein deed in existence, and that deed to your son, on the same property, you still say that you own it, do you?

A After what Mr. Gescheidt said I think I own it yet.

Q Don't you know that Mr. Gescheidt's wife has a mortgage on it?

A Yes, sir.

Q Is that mortgage right?

A After the declaration by Mr. Gescheidt the mortgage is right.

Q That mortgage was paid at the same time or after this deed of the property was made to your son, was it not?

A I signed it at one time, I did not know what it was.

Q Do you refer to the Gescheidt mortgage?

A I am talking about the deed. The mortgage was not right at that time, but it is right now.

Q Do you think Mr. Gescheidt's mortgage is right now?

A Under the condition that I get half of the house back again, the mortgage is all right.

Q (REDIRECT) Has Mr. Gescheidt got a mortgage on that property

A No.



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Q How did Mrs. Gescheidt get it? Did she get it on an assignment from your son?

A Yes, sir.

Q How did you come to write to Mr. Gescheidt and call him a thief?

A I hear from Friedlander and Mr. Dittenheover that my son owns that house and I could not live in it any more.

Q Is that the reason you wrote to Mr. Gescheidt calling him a thief?

A Yes, sir; out of anger.

Q Well, did Mr. Gescheidt ever steal anything from you?

A No, sir.

Q Did you ever hear of Mr. Gescheidt stealing anything from anybody?

A No, sir; never.

*Subscribed*

Sworn to before me this 22nd

day of October 1944.

*J. R. Biffle*  
POLICE JUSTICE.

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S E C O N D   S E S S I O N .      October 25th 1884.

The defense now proceeded to call Mr. J. Thain Easton as a witness to impeach Deitrich Brettman.

Counsel for the prosecution objects to this witness being called for such purpose, on the ground that it is immaterial and irrelevant to the inquiry.

J   T H A I N   E A S T O N was now called and sworn and examined by Mr. Munday.

Q   Mr. Easton, what is your business?

A   I am an attorney and counsellor at law; I am a member of the firm of Easton & Blinn; my office is in Temple Court.

Q   You used to be with A.J. Vanderpoel?

A   I studied with Brown, Hall & Vanderpoel.

Q   Do you know Deitrich Brettman?

A   Yes, sir; I want to qualify it in this way; I know him by having met him as a witness in opposition to my clients in the matter of the estate of Christian Wister.

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Q In that matter did he present a bill to the executor of that estate for services as proctor in the Surrogate's Court, to which you objected?

A My recollection is that he so testified.

The prosecution now moved to strike this out on the ground that it is not responsive. The defense handed ~~me~~ the witness a paper.

Witness. I recollect that among the claims presented against the estate was one by Brettman wherein he claimed to have performed services.

(The prosecution objects on the ground that the bill speaks for itself and is in evidence). as a lawyer I recollect this distinctly because I cross-examined him very closely on the subject, and he finally admitted that he was not a lawyer.

Q What became of that item? (Objected to by the prosecution).

A That I could not say Mr. Munday, only as I understand it from the report.

Q Well what is your understanding about it? (Prosecution objects).



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A I understood that it was stricken out and disallowed. The report itself will explain it in language better than I can put it.

Q From what you saw of him there as a witness and his connection with that matter would you believe him under oath?  
(Objected to)

A I want to ramble a little in the answer. I never met him until I met him at that trial. But from the testimony he gave I was very much impressed with the fact that he was a man who handled the truth very carelessly; and I should hesitate very much to believe him under oath; I should want to have some very strong corroborating statement or circumstance in connection with any statement he might make.

C R O S S E X A M I N A T I O N by MR. Gescheidt.

Q How many times in all did you see Mr. Brettman?

A I think three or four times.

Q For what period of the time on those occasions?

A I imagine he was present there from half an hour to an hour, possibly longer and possibly not so long.

04 16

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that you testified to that he was a witness?

A My recollection is that it was in respect to two bills, one for apparent legal services--- services that would only be performed by a lawyer; that I recollect distinctly in reference to one bill; and the other was in respect to the collection of money, interest, I think, --- if I mistake not from Christian Brill--- maybe I have the names mixed; no, it was a mortgage not of Brill's--- it was a mortgage of Phillip Wendell, a \$4000. mortgage; at all events he was flatly contradicted.

Q Were not those two bills for services rendered in collecting moneys of that estate?

A One was in reference to a suit for the collection of money, and the other was for the collection of interest I think; however, there was a long batch of testimony.

Q Did he testify that he brought a suit as a lawyer?

A He testified that he commenced an action.

Q In his own name as a lawyer?

A He did not say so.

Q Didn't he make a bill for collecting some \$1100. from the man Semf or Brill?

04 17

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A I think he did, I do not know which one it was.

Q And was not one bill for collecting \$700. from either Brill or Somps?

A Yes, I think he charged some seventy odd dollars.

Q Did he make any charge for collecting or bringing suits on any mortgage?

A I think he did; he made a charge for bringing a suit, for services in a suit, as far as my recollection serves me.

Q Does that bill (handing witness a paper) refer to any suit that he brought?

A The bill rendered--- if this is a copy--- was for services and advice. He made a bill and presented it to that estate. It was offered in evidence, and he testified to the bill reading this way: "For services and advice rendered in collecting balance of \$700. on note of \$1000. drawing complaint in regard to the same, with a collection of \$100. of the Jerushai Lodge---

Then another bill "Services rendered in consultations in reference to said estate of Christian Wister; and making application to probate said will of said Wister, and appearing



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at the probate of said will and collection of \$1179.;  
said services and collections ~~was~~ being from Sept. 27th  
1880 to February 25th 1881, amounting in all to \$115.90 "

Q In whose hand-writing is that?

A I really do not know.

Q Did he testify on examination that he was to have ten per  
cent for the collecting of those moneys?

A I do not know.

Q Didn't he so testify that he was to have ten per cent for  
his collections?

A I do not recollect that. My recollection is that he was  
mixed up in some mysterious manner in those collections.  
I now recall, on looking at an exhibit, which seems to be  
marked here "Defendant's Ex. No. 1?" in this matter, it was  
marked "Ex. G." I think in the matter of the estate of  
Wister--- that is the name, Wendell Becker. A note was  
purported to have been written by Brettman to Becker in  
which he signed himself as "Proctor" for the executors.

Q Did he make any charge for writing that bill?

A He made a charge for something, what it was I never could  
find out.

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Q Did you ever hear or do you know of the word "proctor" being used other than in a legal sense as an attorney or counsellor?

A Not with propriety in respect to legal proceedings, and even there it was improper.

Q Is not a collector a proctor?

A I say not in any construction of the English language that I ever heard given to that word.

Q Did you ever hear of it being used as a manager?

A I have.

Q And conducting the affairs of another?

A Yes, sir, with great impropriety.

Q Is the word "proctor" used now or was it used in our American laws?

A Very frequently.

Q At the present time?

A Yes, sir.

Q And is a proctor recognized in our courts here?

A Yes, sir.

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Q I understood you to say that the times you have testified to were the only times you saw Mr. Brettman ?

A I might have seen him incidentally but not to know him; I was never acquainted with him other than as a witness upon the stand, and my impressions that I have testified to here are all formed from his manner and testimony on the stand.

Q Do you know of what nationality he is?

A No, sir. I do not; I am sorry for the country that gave him birth.

Q (REDIRECT) What, Mr. Easton, is the universal interpretation given to that word "proctor" among the legal profession in the connection in which Mr. Brettman used it?

A If I were to pick up that letter and read it I should ask you from my knowledge of Surrogate's practice, practice of that character, that he was an attorney representing an estate in the capacity of a lawyer.

Q Is not the word "proctor" in the Surrogate's Court synonymous with the word "attorney" in another court?

A I have always so understood it.



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Q And by that you mean attorney at law?

A Yes, sir.

Q Mr. Gescheidt who appears here to prosecute Mr. Sperry and Zeontlein, and Mr. Brettman the witness you refer to, were both witnesses for Mr. Sperry, to help him in that proceeding?

The prosecution object.

A Yes, sir; I think I can say that with great vehemence.

Q (MR. GESCHEIDT) Is that letter referred to anything connected with the Surrogate's Court?

A I think it refers to the estate of Christian Wister. At all events it was written with respect to a mortgage of that estate, and after Mr. Christian Wister had died.

Q (MR. MUNDAY) At the time this letter purports to have been written, to which he signs his name as proctor for the executors, does not the evidence taken before Mr. Beecher show that Mr. Brettman was in Mr. Gescheidt's office?

Prosecution objects, on the ground that the evidence speaks for itself, and that Mr. Brettman so testified, that he was in that office.

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A My recollection is that that is so.

Q And the Referee made some comment upon it in his report of opinion.

The prosecution object on the former grounds.

A I think he did. I wish to add, that I was attorney for the heirs of the estate of Christian Wister, and I appeared for them in regard to procuring for them their rights.

Q And Mr. Sperry was the executor of this estate?

A Yes, sir.

Q And do you know or remember that Mr. Beecher said that Mr. Sperry's action in the conduct of that estate was by the advice of Mr. Gescheidt, and that the evidence bears him out in that statement, and that he lays Mr. Sperry's trouble --- while he exonerates him from any improper motive--- to the bad advice he received from Mr. Gescheidt his attorney.

Prosecution objected on the ground that Mr. Gescheidt is not a witness in this action, and further that he was not present on that occasion.

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A I do not recollect that he used strictures of that kind; he said things that might give that impression; I do not recollect just what it was; whatever he might have said to me I deemed private communications.

Q I am speaking now of his report or opinion?

A I do not recollect now; I formed an opinion myself.

Q Well what is your opinion?

The prosecution object.

A My opinion was that Mr. Sperry had been badly advised;

I also was of the impression that the advice was of such a character that if a man had a proper knowledge of the legal principles he must have been actuated by an improper motive.

Q And when you speak of advised, by whom?

A By whoever he was advised by. The testimony seemed to ~~me~~ lead to the point that he was advised by Mr. Gescheidt; in fact, I think Mr. Gescheidt himself said he was his advisor.

Mr. Gescheidt now asked that this be struck from the record on the ground that there is no such evidence.



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Witness. He (Gescheidt) was certainly the attorney for the estate part of the time, and he had a hand in the drawing and settling of the mortgages and got \$300. for it. I want to say, however, that it was either the result of evil designs or total ignorance of the laws of this state or possibly a combination of both--- I never could make out which.

The prosecution object to all that follows.

- Q I now read from the copy of Mr. Beecher's report commencing with "These sums should not be allowed the executor, etc." (Mr. Munday read at length from the report) In your opinion Mr. Easton, or rather does that express your opinion of the case?
- A Yes, sir; exactly; I should like to borrow the language and put it in those words.
- Q (Mr. Gescheidt) Was Mr. Gescheidt a party to that accounting before Mr. Beecher?
- A No, sir; he was not a party other than as an apparently very much interested witness; but if there had been any legal way

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that I could have found to have made him a party I should have done so.

Q Was Mr. Gescheidt the attorney on that proceeding?

A No, sir; he was not.

Q Did not Mr. Gescheidt go with you to Mr. Beecher and want to be a witness, and offered written documents of Mr. Sperry in evidence?

A Mr. Gescheidt once offered to me his evidence in certain documents but I did not consider his testimony of sufficient strength to warrant me in presenting it.

Q Didn't you subpoena him duces tecum?

A I served him with a duces tecum to present certain papers.

Q Didn't he meet you at Mr. Beecher's?

A Never except in response to the request of the Court to perform a certain service. I wanted none of his mental reservations.

Q Didn't you say you would call him as a witness to give him a chance to produce the legal documents?

A I might have said in relation to some of the interruptions of Mr. Gescheidt that he might have an opportunity of testifying.

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Q When did the heirs get their portion from Mr. Sperry?

A I decline to answer that; it is a matter that concerns me entirely and the heirs.

Q When did Mr. Sperry pay over this money?

A That is a matter that is now entirely connected with my professional business, and I decline to answer that.

The prosecution excepts to the witness declining to answer.

Q Was not that money paid over prior to February 1884?

A That I decline to answer; that is my private professional business.

Q Were not all matters settled between Sperry as executor of that estate, and your clients prior to that time?

A I will answer that, no.

Q When were they settled?

A They are not settled yet entirely; Mt. Munday and I are holding conferences now about it.

Q (MR. MUNDAY) Did Mr. Gescheidt offer to you to betray some professional secret that he had against Mr. Sperry?



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A I must decline to answer that; there are some things which we meet with in our profession which we are bound to keep to ourselves.

Q Didn't he offer to testify against Mr. Sperry when he had been acting as his counsel?

A I would not like to say that. There are some things for the honor of our profession as well as for our own advancement and benefit which we might feel like keeping to ourselves.

Q Was not this conversation which you say you had with him or which he alludes to, after certain charges were preferred against him to the "General Term" for his disbarment?

A That I do not know, for I do not know when they were presented. I heard there were charges presented, but I do not know except that Mr. Gescheidt showed me himself, a copy of some charges that had been made against him.

Q Was not Mr. Gescheidt's feelings against Mr. Sperry after that antagonistic?

A Yes, sir; they appeared so. I never understood what mental motives moved him. He is beyond my comprehension.

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Q Did you ever know of any difficulty between Mr. Gescheidt and Mr. Sperry, or any disposition on the part of Mr. Gescheidt to appear against Mr. Sperry until after you heard of these charges at the General Term?

A I do not remember.

Q Was it not after that that all this that you speak of occurred?

A I would not like to say that. I have tried to wipe the matter out of my mind, being through with it, in the fighting sense of the word. I really could not give any testimony in respect to that, that I would feel satisfied with.

Q Do you recognize this as a copy of the charges( showing witness the printed document)

A It was a printed book; I recollect there were some parts of it changed? He came to my office very much exercised about the charges one day. There was one piece of testimony which I looked for particularly wherein he said something about not knowing Mr. Sperry, or that in part of the testimony was cut off or something of that kind. I never read

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all that in connection with the matter of charges. When they came to me I saw them as an item of evidence to throw at your side of the case.

Q (MR. Gescheidt) Did Mr. Gescheidt show you and give you a copy of two receipts made by Sperry to two insurance companies where Sperry had received \$600., being a portion of the ~~the~~ \$1800. mortgage, which he claimed was a part of the assets of that estate.

Question objected to by the defense on the ground that it is a privileged communication.

A You did show me two receipts and gave me copies of two receipts, which I understood were from or purported to be from an insurance company and for a mortgage which you stated. I recollect distinctly that it was at or after the time you showed those charges to me. I certainly had had those charges in my mind; they were a part of one conversation-- maybe broken into parts.

Q Was not that prior to the Christmas of 1883?



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A I think not; I cannot locate it as to time, only as to circumstances.

Q Is there nothing to refresh your memory ?

A No, sir; it is simply an association of ideas , if you can understand that.

Q Will you swear that charges were preferred against Mr. Gescheidt when he showed you those papers to the General Term?

A No, sir; I had only Mr. Gescheidt's own statement, and I would not swear to that.

Q Did he say to you that charges had been preferred to the General Term?

A Either that charges had been made or that that was a copy of the charges to be made; possibly that it was a part of the motion used to compel him to give a substitution or something like that.

Q Were not the papers which Mr. Gescheidt showed you, papers which related to a motion in a substitution in a certain case?

A I rather think it was not, although I am not yet certain;

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Q Didn't he show you papers that he did not get paid for his services, or a promissory note which had matured?

A Yes, sir. Mr. Gescheidt showed me a paper, and stated circumstances to me, which if I had been in the same circumstances I would have been ashamed to state the facts.

Q Did you return to Mr. Gescheidt those papers?

A I think I did. At the time I called Mr. Gescheidt's attention to his testimony in the Wister case, and stated to him that his statement and the sworn testimony were not consistent in my opinion.

Q (MR. MUNDAY) Didn't he swear that he had been paid this money?

Objected to as the evidence speaks for itself; I did get paid, and I considered it paid at that time.

A I certainly so understood the testimony.

Sworn to before me this  
25th day of October 1884.

*P. G. Duffy*  
POLICE JUSTICE.

*J. H. Hamlin*

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it was in respect to some proceeding taken against Gescheidt.

Q Will you swear that those papers came from any general term to be served upon Mr. Gescheidt for disbarment?

A No, sir; I will simply swear that Mr. Gescheidt had a set of papers which were severe upon his conduct as a lawyer. He came to me with those papers and was very much exercised about the statements, and in some instances denied or qualified or answered in some way some evidence that I could give, or to obtain from me some facts or circumstances that would answer, for what purpose I do not know. I think we had two conversations together. I am quite sure you came in twice to my office. Whether at one or the other of the conversations you gave me these two receipts and stated, as I now recollect it, that you would help me to make these people pay over the money belonging to the estate.

Q Did he leave any other papers with you signed by Mr. Sperry belonging to the estate?

A I do not think he did; if he did they were not papers which helped me any.



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J O H N L. S H I R L E Y a witness called by the defense and sworn.

Q (MR. MUND AY) Do you know anything about the property number 1329 First Avenue in this city or in that neighborhood?

A I never saw it to my recollection.

Q A four story brick tenement house in fair condition in that neighborhood--- in your judgment what is it worth?

A How large is it?

Q twenty by forty-five.

A On what street?

Q Between 73rd and 74th streets.

A I would not like to give an opinion without seeing it; it would be merely guessss work; it depends upon the character of the building.

Q In your judgment is it worth ten thousand dollars?

A Yes, sir.

Q In your judgment is it worth \$12000?

A Well I should think it was.

Q In fair condition wouldn't you think it might be worth \$15000.

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- A Well, it might be; I do not remember ever seeing the property; I think on the corner of First Avenue and 74th Street there is a lot of the same size, an four story building--- I guess the building is a little deeper--- in a mechanic's lien case which I had, one of the surties justified in the property to the valuation of \$17,000.
- Q Your business brings you in contact with property here in the city so that you know its value?
- A Yes, sir.

C R O S S E X A M I N A T I O N .

- Q Who owns this lot, 74th Street and First Avenue on the corner?
- A His name is Henry ~~Ellen~~ *Fallermann*
- Q Isn't there a difference of four or five thousand dollars between a corner lot and a lot situated in the middle of a block on an avenue?
- A Yes, sir.
- Q And sometimes more, isn't it?
- A No.

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Q Will you swear that this house is worth \$10,000.

A Well I can say yes.

Q Do you know how much rent that house brings?

A I do not.

Q Do you know what mortgages are against this house?

A I do not.

Q Do you know who is in possession of that house?

A I never saw it to my knowledge.

Q Are you a notary public?

A I am.

Q Are you the gentleman who testified to swearing these parties to the undertaking in the case of Munday against Porret?

The prosecution admit this fact.

Q You testified as a notary to executing this bond?

A Yes, sir.

Q You also testified that you did not exactly know Mr. Zeontlein?

A I do not know that I would know him if I saw him.



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Qs Is that the gentleman there?

A Yes, sir; I think so.

Q Did you swear Mr. Zeontlein?

A Yes, sir.

Q Did you ever buy or sell real estate on that avenue?

A No, sir.

Q Did you hear of any sale?

A Yes, sir.

Q To who?

A I cannot tell you now.

Q Can you mention any name?

A I know that at the time the bond I spoke of was given to  
this mechanic's lien--- that I took some pains to ascer-  
tain the value of property in that neighborhood.

Q What is the value of the lot in this house?

A I do not remember ever having seen it.

Sworn to before me this  
25th day of October 1884.

*John L. Shirley*

*P. A. Duffy*  
POLICE JUSTICE.

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J O H N L O E R T S C H E R (Recalled by the prosecution)

Q (Mr. GESCHEIDT) Didn't the Judge in Long Island rule out all your conversation with Zoentlein, that you have testified that you had with him in this examination in June and other conversations?

A Yes sir.

Q Would the Judge let you answer any conversation about his insolvency or non-payment of rent, or that he could not pay his rent?

A No sir.

C R O S S - E X A M I N A T I O N .

Q Will you swear that the Judge did not permit you to answer in reference to any conversation?

A I do not know.

Q You say you do not know that Zoentlien was ever in Mrs. Perrot's employment?

A I do not think he was.

Q Don't you know that he managed her affairs in Wall Street?

A I know that he never did.

Q Never did?

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A Not to my knowledge.

Q Don't you know that he was in Wall Street?

A Well he might have been in Wall Street; I never saw him there.

Q Don't you know that he was doing business there in Wall Street?

A I do not know.

Q Did you ever hear him say so?

A I do not know that he did.

Q You never heard Mrs. Perrott say so?

A She never told me she was there.

Q Don't you remember?

A I do not at present.

Q Why should you remember all these conversations with Zoentlein and not remember that?

A She may have told me.

Q How can you remember all these conversations with Zoentlein word for word and not remember that Mrs. Perrott said he was in Wall Street or not?

A She never did as I know.

Q I asked you, how you can remember the one and not the other--



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do you know?

A I do not know.

Q Has not Mrs. Perrott sent you down to Wall Street after Mr. Zoentlein?

A Not to my know ledge.

Q Will you swear that she has not?

A I do not know that she did. I won't swear that she ever did.

Q Don't you know she sent you down there twenty times to see him?

A I do not know that she ever did.

Q Don't you know she has sent you down there fifty times.

Q I do not know that she did.

Q Would you not remember it if she had?

A I think I would.

Q And to the best of your recollection she never did?

A No sir.

Q Is your memory good or poor?

A Well I do not know; I think it is pretty good.

Q Wasn't Zoentlein in communication with Mrs. Perrott, talking

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with her a number of times during the period that you say you demanded the payment of these notes?

A Yes.

Q And their relations were friendly, weren't they?

A Yes sir they were friendly.

Q You heard him talking with Mrs. Perrott, didn't you?

A Yes sir I did.

Q Did you never hear him talking about Wall Street matters with her?

A I did.

Q Then don't you know he was attending to her affairs in Wall Street.

Q What did he say about Wall Street matters?

A He asked Mrs. Perrett sometimes how business was down in Wall Street and one thing or another.

sworn to before me this

25th day of October 1884.

*J. P. Liff*  
Police Justice.

*John Loertscher*

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WILLIAM C. BEECHER called by the defense and sworn.

Q (MR. MUNDAY) You are an Attorney and Counsellor at Law?

A Yes, sir, I am.

Q Practicing in this City?

A I am.

Q Have been how long?

A About ten years, a little less than ten years.

Q You were the referee appointed by the Surrogate of the City and County of New York to pass upon the accounts of J. C. Sperry Executor in the estate of Christian Wister?

A I was.

Q You are acquainted with Deidrich Brettman?

A I have seen him.

Q He was a witness before you on that reference?

A Yes sir he was.

Q From what you saw of him, his manner upon the stand and what he testified to, would you believe him under oath?

Question objected to.



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A That would depend entirely upon the matter he was testifying to; I am not prepared to swear that I would not believe him under any circumstances.

Q Did you believe his testimony on that examination?

A Most of it I did not; I wholly discarded it so far as the question before me; <sup>with, I am concerned</sup> there were minor details.

Q Didn't you come to the conclusion in your mind that he purged himself upon that examination?

Question objected to on the ground that it calls for a conclusion.

A My recollection of the case in regard to his evidence was that I concluded that it was wholly valueless; I do not recollect now whether I simply regarded it as immaterial and invaluable in that regard, or whether I regarded it as perjury; I know I do recall that he was a party to a most transparent fraud; I should not rely upon him at all; but I can <sup>not</sup> recall sufficiently the details of the testimony to say whether he had foresworn himself; I recollect the impression made upon my mind in regard to his character.

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Q Was that impression good or bad?

A It is bad.

Q If you were sitting as a judge and he charged any man with a crime, and you had no other evidence than his sworn statement of the fact, would you conclude that the man was guilty?

Question objected to as calling for a conclusion, and further that the witness (Brettman) cannot be impeached in that way.

A Well I should want to have some corroboration other than his word, unless the prisoner's character was notoriously bad; I should not place very much weight upon his testimony.

Q Both he and Mr. Gescheidt, the prosecuting Attorney here, appeared upon that examination to help Mr. Sperry, did they not?

Question objected to.

A They were called as witnesses; they were called in behalf

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of MR Sperry, if I recollect aright.

Q And it appeared in evidence there, that Mr. Brettman pretended or assumed to be a proctor in the Surrogates Court and made out a bill for services as such against the executor, which item in the executor's account you disallowed?

A I forget whether he claimed to have served as Proctor or Attorney in the collection of some claims; I know that he claimed to have been acting as an Attorney; I do not know whether he claimed to be Proctor or not; I know I disallowed his claim utterly; in my opinion it was a bogus claim; he had no write to act in the capacity which he acted as attorney at law.

Q It appeared at the time you made these charges that he was in Mr. Goscheitd's office?

A Yes sir.

Q See if you recognize this as a copy of your report, and this as a copy of your opinion?

The witness was now handed a printed copy;  
after examining it and reading it, he said



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A I think this is a copy; it appears to be.

This paper was now marked Ex. 1. for the  
defense; and the second paper was marked  
ex. 2. Ex. 2.

The witness. Whether it the exact opinion or not it  
contains my opinion.

Q See if you recognize that as the copy of the letter which  
I addressed to you?

A I have a vague recollection of having received it, but  
not very clear; I received something similar to that.

Q Is that your answer to it?

A Yes sir.

Marked Ex. 3,4 for the defense.

Q And has your mind changed in any respect in regard to your  
opinion to Mr. Brettman and Mr. Gescheidt in that matter?

A No, Excepting that based upon information I have since  
received it has rather strengthened it than otherwise.

Q Do you know John Loertscher?

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A I have heard of him.

Q Do you know whether or not he was a witness or not on the trial of Madame Perrott for a violation of the Excise Law?

A I understood he was.

Q Just look at the paper shown you and say whether or not Mr. Brettman pretended to be a Proctor or Attorney in the Surrogates Court?

Question objected to.

Q This is a copy of the original used before me which was signed by Brettman as Proctor; by consent of the parties this copy was made by my clerk and put in as an Exhibit (Ex. G.) in the proceedings before me. The original was signed or purported to be signed by Brettman Proctor for the executor.

Q And did he not testify before you upon cross-examination that he was not an attorney at law and had never been admitted to practice?

A He did.

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Q What is the universal meaning or interpretation Proctor in the connection in which Mr. Bredtman used it?

A There is only one meaning that I know of in Law; it refers to a party who appears as attorney before the Surrogate or <sup>Court</sup> ~~a~~ in admiralty.

Q It does not mean an agent?

A No sir; that is a novel meaning of the word to me.

Q He presented a bill to that estate for services in the probate of the will of Christian Wooster, did he not?

A That is my recollection.

These papers were now marked Exhibits 5, 6, 7.

C R O S S E X A M I N A T I O N .

Q Did either Mr. Bredtman or Gescheidt appear in that proceeding before you as a party?

A Mr. Gescheidt claimed that he had a write to appear in the proceeding before me as an attorney; I only allowed him to appear as a witness.

Q How many times in all did Mr. Bredtman appear before you as a witness?



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A I think it was twice; I am not quite clear; once I know,  
and I think it was twice.

Q What was the duration of that time?

A He was in the room <sup>perhaps</sup> the whole two hours.

Q I mean testifying.

A That I cannot say.

Q Half an hour?

A Yes, I should think so on the first hearing; I am not certain  
as to whether there was a second hearing; I have the  
impression that he was there.

Q Did he testify that he was to receive ten percent from all  
collections of the moneys of that estate?

A My impression is that he made a claim for ten percent;  
I do not recollect that there was any agreement to that  
effect; your claim was twenty percent of the money received  
by the legates.

Q Didn't he testify that Mr. Sperry had agreed with him that  
he should have ten percent for all collections, and that he  
made those collections as set forth in the bills?

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- A I do not recollect any evidence with regard to an agreement of that kind; there was a claim I think, a bill put in by him for ten percent; the impression that I have is that it was claimed in his behalf that it was a reasonable and usual charge for an attorney; I do not recall now enough of the details of the evidence to say that there was an agreement made preliminary or not.
- Q Did he state that he collected these moneys as attorney?
- A I think He claimed to have collected some moneys<sup>and</sup> that he had drawn a summons and complaint in one proceeding; but that the money was paid to him before he had occasion to serve it--- that is my recollection;
- Q Look at defendant's Ex. G, and see if that is not ten percent on the amounts collected there?
- A The amount collected here is ten percent; that is as I recollect it, that the charge made was ten percent.
- Q does that show that he collected it as an attorney?
- A It shows that there is a charge made for services rendered held  
(Witness now read from the paper which he held in his hand.

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Q Assuming that the agreement was ten percent, can you find any charge there for services rendered on the probate of that will?

A Well I shall have to answer you in a round about sort of a way; reading this bill in the light of my experience, there is a distinct charge for services, and the character of the services are specified in details; the minor part of the services, apart from this bill, is the collection.

Q Did he have any witnesses to substantiate his collection on that investigation before you?

A I think that you swore to it.

Q Well other than that?

A I do not recollect whether Mr. Sperry did or not.

Q Are there any charges in Ex. 7 of the defense for any services as an attorney?

A Most distinctly; the drawing of a complaint, which certainly is the act of an attorney; for services and advice--- the advice of course I do not know what it was---that would be the act of the attorney.



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Q Could not a man draw a complaint without being an attorney and have an attorney to act for him in collections?

A He can draw the complaint in the name of the attorney---  
I am speaking simply now about custom; <sup>as to</sup> what a man might do, there is no limit.

Q Are there any collection officers in the City of New York where people act who are not attorneys?

A <sup>that I know of</sup> Not I know of plenty of collection officers where there are attorneys.

Q Do not real estate men collect claims?

A They do it through an attorney.

Q Did you reject those claims because he was not an attorney

A That was one of the reasons; I considered that the pretense of a right to charge was based upon a fraud.

Q And could not he have collected those moneys without having to be an attorney?

A I presume he could.

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Q And would not he be entitled to compensation for collecting those moneys?

A That would depend upon the understanding between him and the executors; his services were wholly unnecessary and uncalled for; and made, as I claim they were, upon his being an attorney they were fraudulent.

Q Did he claim upon the investigation that he acted as an attorney in collecting those claims?

A I so found upon the evidence; I decided in my own mind upon the evidence before me that he claimed to act as an attorney; he swore that he performed some of the duties, which are the duties of an attorney.

Q Did he swear he was an attorney?

A He swore he was not an attorney.

Q Do you know the definition of a proctor?

A Yes sir, in law. I do not know it except as a legal term.

Q Did you ever inquire or look at the definition of the word Proctor?

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A I do not know that I have.

Q Did you ever hear of it being used as a manager or agent for another?

A It would be probably have that effect from the fact of the man being an attorney; the attorney of record is always an agent--- necessarily an agent.

Q Could not he have been a Proctor and not be an attorney or Counsellor at Law?

A Not in a Surrogate's Court.

Q Could not he have been proctor in collecting these amounts?

A Not as the term is used in Law according to my understanding of it.

Q Do not agent and proctor mean the same thing?

A They do not mean the same thing; all proctors are agents, but not all agents are proctors. A man has no right to use the term proctor except he has a right to appear as attorney in the Surrogates Court or in the Admiralty Court.

Q Is there any such in this State where the person and as proctor who signs himself as such?

A Your question is not intelligible.



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- Q Does the statutes of this State regulate and designate for a person to practice as Law?
- A That question is still more unintelligible; I don't understand you.
- Q How is a lawyer classified to practice in our Courts?
- A I do not know that he is classified.
- Q As an attorney counsellor or proctor?
- A A lawyer is qualified to practice when he is either an attorney, counsellor, proctor or solicitor, according to the Court he practices in.
- Q Is the word proctor in our practice?
- A Yes sir.
- Q Can you refer to it?
- A Refer to where?
- Q In the Code?
- A The code has not anything to do with the United States Court practice.
- Q Well did he practice in the United States Court or in the State Court?

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A He had no right to practice under either; he represented that he was practicing as a proctor; and the Court that he claimed to have acted in was the Surrogates Court.

Q If Mr. Brettman had gone over with Mr. Sperry on the probate of the will, and was requested by Sperry to copy the will, and make a copy of the German will, and a copy of the

translation of the will, would that change your mind as to any service that he might have charged in that bill?

A Changed my mind in what way?

Q That he was not entitled to charge for something?

A If Mr. Sperry employed him to go and copy that will, and copy papers for him, I should think he was entitled to some charge as a clerk.

Q Supposing that occurred at the time this will was admitted to probate, wouldn't he be entitled to charge for services rendered on the probate?

A Not in the way the bill is drawn; it is drawn for services and advice; that is not the act of a clerk; if he made any agreement with the executor for compensation for his

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services as a clerk he is entitled to it; if he laid claim to service as a proctor or attorney he was not entitled to it and he could not collect it in any Court at law.

Q Well, assuming that he did not claim that he acted as a proctor could he not have enforced, or would not his claim be a proper charge?

A Assuming that he did not claim to have acted in that capacity he would be entitled to charge as a clerk.

Q In defendant's Ex. No. 7 did he make any charge for trying to collect or give notice?

A I do not know whether he did or did not.

Q Then you found solely and rejected his bills on the presumption that he acted as an attorney in collecting these claims?

A That was one of the three reasons.

Q (Mr. MUNDAY) What were the others Mr. Beecher?

A One was that he was wholly unnecessary; that he acted in a fraudulent relation; that I was satisfied that he was merely used as a "stool pigeon" to charge an extra claim of your own.



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Q (RE-CROSS) Wasn't it necessary to collect this money of the estate?

A Yes sir.

Q And assuming that the parties refused to pay, wasn't it necessary to get somebody to collect them?

A That would depend upon whether it was necessary to employ a lawyer or not.

Q Didn't the executor testify that he made several efforts to collect those claims and could not?

A He did in regard to some of them.

Q Was Mr. Gescheidt subpoenaed as a witness for the legacies by Mr. Easton?

A I do not know; he was there and may have been called by Mr. Easton; I think that Mr. Gescheidt was there twice; my impression is that he was called one time by one side, and one time by the other.

Q Did not Mr. Gescheidt show papers, and tell you that he found the receipts of the entries of certain moneys which Mr. Sperry collected of the mortgage of \$1800?

A I do not recollect that Mr. Gescheidt testified to that; Mr. Sperry had collected \$600 I believe.

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Q Mr. Gescheidt had no witnesses there subpoenaed on his side?

A I should not have allowed that if he had; he was not a party?

Q Did not Mr. Gescheidt request you or ask you to permit him to come in with some witnesses?

A No sir; I think he claimed to make an explanation of his own.

Q Did you permit Mr. Gescheidt to make an explanation or offer any evidence to substantiate or contradict any testimony before you?

A No sir; I never allowed any witness to call any other witnesses except to protect his own reputation. I think he made some exclamations upon the stand; my recollection is that he wanted to make a fuller statement between himself and Mr. Sterry, which I declined to hear because he was not a party; he had no standing before me.

Q And that would apply in the same way to Mr. Bradtman?

A I should not have allowed any outside evidence to be called in at all.

Q Was not Mr. Bradtman and Mr. Gescheidt familiar, or did he

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have notice of what evidence was taken before you?

A Which do you mean, Mr. Gescheidt or Mr. Bredtman.

Q Either?

A I do not know whether he had or not; I am not cognizant of the extent of their information.

Q Assuming that it could be established that Mr. Sperry's testimony had been made up of perjury, and his statements were proven as false by written documents in his own handwriting, of the material portions of your inquiry, would that have changed your opinion as to the report that you made in this matter?

A If I understand your question it substantially amounts to this, if I believed Mr. Sperry had lied, would I have believed him?

Q Well would that have changed your mind in making up your opinion?

A Certainly it would.

Q Would it change your mind in regard to Mr. Sperry and



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Mr. Gescheidt?

A Yes sir if they were in conflict with one another.

Q Would any evidence, documentary or oral in the handwriting of Mr. Sperry, to substantiate the testimony and documents offered by Mr. Bredtman or Mr. Gescheidt change your opinion as to that part of your report against them?

A Well so far as my report reflecting upon them and my opinion reflecting upon them, if Mr. Sperry or anyone else had produced documents to corroborate them to the extent that I should believe the corroboration it might have probably change my opinion; but I judge those witnesses by the testimony and the testimony of the legacies.

Q Did not Mr. Gescheidt appear and present to you such document?

A I have no such recollection.

Q Didn't he do it in front of Mr. Goodlet, a lawyer of this city in your office?

A Not that I recall.

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Q Did not Mr. Gescheidt call with him at your office?

A Mr. Gescheidt called with Mr. Goodlet at a time when I was not acting as referee; with regard to this case, I do not recollect what he wanted to do; I recalled however that Mr. Gescheidt asked me to come in and give evidence as a party, which I refused to permit.

Q To substantiate his evidence wasn't it?

A I do not recall the extent of the value; I was satisfied at the time that there was a feeling of hostility on the part of Mr. Gescheidt to Mr. Sperry; I did not want that reference used as a means for a fight.

Q Didn't you say to Mr. Gescheidt that he was not a party, and that you would not permit him to bring in any outside evidence?

A Yes sir, to his hostility or contest with Mr. Sperry.

Q (RE-DIRECT) Didn't you judge from Mr. Gescheidt's own testimony and from MS Bredtman that both of them or either of them had acted fraudently in the matter?

A I did most decidedly.

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Q And in your report or opinion did you not emphatically charge Mr. Gescheidt with practicing the seat upon his client?

A I did.

Q Did you not, also express the opinion that Mr. Sperry's troubles grew out of the bad advice that Mr. Gescheidt had given him as an attorney?

A Yes sir.

Q And didn't you say that it showed either gross design or incompetency on the part of Mr. Gescheidt?

A Yes sir that was my opinion.

Q Wasn't it your opening aside from your report, your more private opinion that it was dishonesty?

A I had not the slightest doubt of it.

Q On the part of Mr. Gescheidt?

A Yes sir.

Q And on the part of Mr. Bretman?

A Well I felt that Mr. Bretman was more of a tool in the hands of Mr. Gescheirt; I did not give Mr. Bretman of



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the credit of being smart enough to originate fraud.

Q Didn't you believe that all that fraud was concealed and managed by Mr. Gescheidt?

A I did.

Q And that at the time Mr. Gescheidt with Judge Goodlet, wasn't it your impression that on the account of the charges that had been preferred against Mr. Gescheidt before the General Term to disbar him, that he was angry with Mr. Sperry?

A I do not recall distinctly any impressions; I do not recall very clearly the interview; I recall the fact of Mr. Gescheidt coming to my office, but at first just what my opinions were I do not remember; at that or some other interview I refused to let Mr. Gescheidt make a personal matter of this reference.

Q Didn't he want you to modify your report or withdraw your opinion?

A I was satisfied he was trying to use the reference as a means of fighting a contest between himself and Mr. Sperry;

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whether that was the opinion I expressed at that interview  
I cannot say; my impressions as to the conduct of the case  
are quite distinct; I was very indignant against Mr. Gescheidt

Q Wasn't it your opinion that Mr. Gescheidt testified before you  
to what was untrue?

A In some instances.

Q And the same as to Mr. Brettman?

A I cannot now analyse Mr. Brettman's testimony as I can  
Mr. Gescheidt's; I had the feeling that Mr. Brettman was a  
tool in the hands of Mr. Gescheidt; I placed no confidence  
in his testimony; I cannot recall any distinct act of per-  
jury on the part of Mr. Brettman; I recollect my opinion of  
Mr. Gescheidt, and that was that he swore to what was not  
true.

Q In your report or your opinion did you not, from the evidence  
taken before you, exonerate Mr. Sperry from any intent to do  
wrong?

A I did.

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Q And that was your impression?

A That was and is.

Q (RE-CROSS) What portion of the testimony that Mr. Gescheidt swore to did you think was untrue?

A I thought he falsified when he gave an account of what took place between himself and the legation about the twenty per cent; I considered it a fraud practiced upon ignorant people; I considered it an outrageous imposition practiced upon ignorant people.

Q Was there any controversy between Mr. Gescheidt and Mr. Sperry when Mr. Goodlet called to see you?

A I know there was subsequent to the reference; but at the particular time you refer to I can not say; there was an application I understood before the General Term to disbar Mr. Gescheidt.

Q Had such an application been made?

A I was told so I think by Mr. Munday and Mr. Ira Schaefer.

Q Didn't Mr. Gescheidt tell you that they falsified his evidence by striking some portion of it out, and that Mr. Gescheidt should have sworn to "I do not know Sperry",



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and striking something out after that.

A I do not recall it.

Q Did Mr. Gescheidt swear before you that he did not know Mr. Sperry?

A I do not know whether he did or not; there was some conflict of testimony as to whether Mr. Gescheidt ever met Mr. Zoentlein; I do not know whether there was any conflict as to whether he had known Mr. Sperry; it was obvious he had known him; because there were bills which were rendered to him by Mr. Sperry, and the accounts showed them; I do not recollect whether there was any controversy as when Mr. Gescheidt first knew Mr. Sperry; I do remember that there was some question as to when Mr. Sperry began to represent the European Medicine Company; I cannot now without looking at the evidence recall what it was.

Q Assuming the fact to be that the bills rendered by Mr. Gescheidt to the European Medicine Company were rendered to Mr. Sperry and Mr. Zoentlein, would that have changed your

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opinion as to the bills?

A I do not know that those bills were before me; I have no recollection of their being before me; it was none of my business anyway; I had nothing to do with the bills of Mr. Gescheidt and the Medicine Company.

Q Assuming that Mr. Gescheidt could have shown that Mr. Sperry did not loan the \$600 note by the advice of Mr. Gescheidt, and that he had a document in the handwriting of Mr. Sperry to that effect, would that have changed your opinion in as far as you say that that \$600 was loaned by the advice of Mr. Gescheidt?

A Your question is inconsistent; there was no evidence before me at all that he loaned any note. There was some evidence that he took a note.

Q Assuming that he had a paper in the handwriting of Mr. Sperry showing that there was no such note in existence, and that it was not loaned to the European Medicine Company, and that Mr. Sperry and the European Medicine Company did not borrow that \$600, and that Sperry swore prior to your

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examination that the only outstanding debts against the European Medicine Company was a claim of \$25.00 and a note to Mr. Zoentlein's Mother-in-law for \$500.00, and that those were the only claims, would that have changed your opinion?

A If I were satisfied by proof it might; if you prove the fact that the note was not made at all---the note was signed by the President of the company?

Q Who was the president?

A It was signed by Zontlein as president.

Q Was not Mr. Sperry Secretary or Treasurer?

A I believe so.

Q If Mr. Sperry had sworn prior to making his account and prior swore that he loaned this money, and took the European Medicine Company's note by the advice of Mr. Gescheidt and that no claims were outstanding except one of \$25.00 and one of \$500.00 to the Mother-in-law of Zontlein would that have changed your opinion?

A Your question only presupposes a state of facts with regard to one side of the question; I can realize that it



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would be possible to have conflicting evidence upon that subject; if I was satisfied by any kind of evidence that such a statement had been made by him, with the full knowledge of what the statement meant I would have discredited it.

Q Did Mr. Gescheidt testify or was any question put to him in regard to that note in your examination?

A I think there was; I have a very clear impression in my mind that Mr. Gescheidt conceded on the examination or some part of it---I cannot distinguish between the conditions effecting the nature of the mortgage; my impression is that Mr. Gescheidt admitted in some way before me that he had both advised in regard to the note and the mortgage

Q Will you swear that Mr. Gescheidt's attention was called to that note at any time before you in the examination?

A I cannot recall it.

Q Will you try to refresh your memory by looking at the evidence, and be kind enough to come here, and make it positive on some other occasion?

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A I have not the evidence, and I do not know where it is;  
I gave it to one of the parties and that is the last I saw  
of it.

Q Well have you your stenographer who took the evidence ~~wh~~  
in your office?

A Yes sir; I do recall the fact that a great deal was said  
that was not taken down; I recalled the fact that I had  
occasion to make some comments upon your conduct of the case  
which was not taken down; I also recollect the fact that a  
great many things were said by you to me on one or two  
interviews when the parties were not present, when evidence  
was not taken down at all; my impression is very clear  
that a note was presented to you, shown to you there;

I also recall the fact that I had occasion to call your  
attention to the fact that you had advised the president  
of the bank that the proper way to sign an instrument of  
the company would be in his name as president; whilst the  
note was signed in the name of the company by the president;

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I recall the fact that it struck me as rather singular upon the part of a man claiming to be a lawyer.

Q Do you know if Mr. Gescheidt advised them to sign as president

A I so understood him.

Q Did he so swear?

A Well I understood him to have advised that he should sign his name, and afterwards attach the office of president; I do not know whether he swore it or admitted it; by admitting it I mean a statement without the sanction of oath; he either swore it or admitted it.

Q (RE-DIRECT) Isn't it your impression that the evidence there showed that Mr. Gescheidt advised the legaties that the investment of this money on the mortgage and in the note of the European Medicine Company was the proper investment?

A My recollection is that the legatee so swore; I know there was a conflict between the legatee and Mr. Gescheidt; I know that the impression which I formed of Mr. Gescheidt's character was based very largely upon the testimony of the legatee, the advice which he gave and the representations



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which he made at the time of this controversy.

Q And judging from the manner and appearance upon the stand to whom would you give the most credit, to the legaties or to Mr. Gescheidt?

A Unquestionably to the legaties.

Qc (RE-CROSS) Assuming that Mr. Gescheidt had other evidence documentary and oral to substantiate his oath against the naked oath of the legaties what would be your opinion then?

A It would depend upon the witnesses who would corroborate him.

Q (Mr. MUNDAY) Supposing it was Brettman?

A There would be no corroboration whatever.

Sworn to before me this  
25th day of October 1884.



Police Justice.

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JOHN LOERTSCHER recalled for recross examination.

Q (MR. MUNDAY) How do you know that Mr. Zentlein took food from here to Newark?

A I saw him.

Q Saw him carry it?

A Yes, sir.

Q What did he carry it in?

A In a paper.

Q How big was it?

A A little bundle.

Q How do you know that the \$160. is due for rent

A Well, I know he told me himself it was due, and if it was paid I would know it.

Q How would you know it?

A By Mrs. Parrott or somehow.

Q Does she tell you whenever anyone pays her anything?

A Most of the time.

Q Does she all the time?

A I always know it anyway; yes, sir.

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Q What is your business there?

A I am a waiter.

Q And you swear that it is her custom to tell her waiters, or you as one of them, every time any person pays her any money?

A Yes, sir.

Q Do you swear to that?

A Yes, sir.

Q Why should she tell you?

A I do not know why.

Q Can you name another person that has paid her money, and she came and told you?

A Yes, sir.

Q Who is it?

A A collector in Newark, about a month or six weeks ago.

Q Any other?

A Plenty of others.

Q Can you name them?

A I know a good many of them, but I cannot pronounce their name at present; I know them if I look in the book where the bills are--- whoever owes anything.



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Q Is that the only way you know that this rent is not paid?

A Yes, sir; and what he told me.

Q A year or two ago?

A About a year ago or a year and a half ago.

Q Is that the only way you know, since a year ago that this rent has not been paid?

A I know it is not paid now.

Q Is that the only ~~way~~ way you know it? That Mrs. Parrott has not told you of it?

A Yes, and what he told me of it.

Q How much money did he borrow of you?

A Twenty-five cents at a time, some times to go across the ferry to Newark; thirty cents some times and half a dollar.

Q Where did you get the money?

A I earned it.

Q Didn't you swear that you paid her \$2,000. in money, in a case in the General Sessions?

A I never did.

Q Who collects the rents in Newark now?

A Mr. G.A. Plumb.

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- Q Who was collecting rents while Zeontlein lived in Newark?
- A A fellow named Crane and a man named Roe.
- Q Who told you to come here and testify?
- A I was subpoenaed.
- Q Did not anyone ask you to come here?
- A I was subpoenaed by the Court.
- Q Don't you understand me? Did not anyone ask you to come here?
- A I do not know that anybody has told me.
- Q Will you swear that no one told you? Has not Mr. Gescheidt asked you to come here?
- A He asked me if I was to come here.
- Q Has not Mr. Gescheidt asked you to come here?
- A He asked me if I was to come here.
- Q Has not Mr. Brettman asked you to come here?
- A He asked me if I was to come here; he subpoenaed me to come here.
- Q Has not Mr. Brettman asked you to come here?
- A Yes, sir; he did.

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Q Has he served all the subpoenas in this case?

A I do not know; he served me with a subpoena.

Q Anyone else?

A I do not know; I did not see him.

Q How came you to make a complaint against Zeontlein in Long Island City?

A Because I was bothered by him, and I knew he was going straw bail for people all around; I thought it was about time to stop him.

Q Well, you gave it from a sense of duty, didn't you?

A I did what was right.

Q For the benefit of the community?

A Yes, sir.

Q Did you consider it a reputable house where you lived and acted as waiter?

A I do.

Q Is that as true as anything else you have sworn to?

A Yes, sir.

Q Don't you know it is a place where prostitutes come every night?



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A You ought to know it.

Q (Question repeated)

A I do not know anything about?

Q Will you swear that it is not a place where prostitutes go at night?

A All kinds of people go in there.

Q Are there not women in there at night?

A I suppose that there are women all over.

Q Don't they smoke and drink in there?

A Some times.

Q And talk with strange men, don't they?

A I do not know.

Q Does it require an introduction for them to talk to men that come in there?

A I do not know .

Q Will you swear it is not a place where men and women cohabit?

A No, sir.

Q Isn't it such a place as Tom Gould's?

A I never was in Tom Gould's.

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Q And you are willing to swear that that place, 54 West 31st Street, where you live and act as waiter, is a perfectly respectable place?

A I am.

Q (REDIRECT) Are you a cousin or relative of Mrs. Perrott?

A Yes, sir.

Q Does she tell you everything that is done and collected?

A Yes, sir.

Q Did you give a bill at the time for the rent which Mr. Mr. Zeontlein owed?

A Yes sir.

Q Is that the bill?

A Yes, sir.

Q Did you demand the payment of the \$160.?

A Yes, sir; he said he was not able to pay it; he admitted that he owed the rent and said it was impossible for him to pay it

Q When did you offer that bill to him or demand it?

A In April 1883.

The bill was now offered in evidence and marked Ex 9

0480

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Q (Mr. Munday) Is not this cousin of yours, Eliza Perrot, commonly known as the "French Madam?"

A I do not know.

Q Haven't you heard the "French Madam?"

A No, sir.

Q Have you heard people allude to her as the "French Madam?"

A I do not know who they meant.

Q (MR. Gescheidt) When did Mr. Zeontlein move out of this house covered by this bill?

A In the last part of November or the first part of December, 1882.

Q Did the "French Madam" keep that place at one time, 54 West 31st. Street?

A Years ago I believe.

Q She kept it for many years?

A Yes, sir.

Q Is that where the name came from?

A Yes, sir.

Q Mrs. Perrot is not the "French Madam" alluded to in that house?

A No, sir.

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A No, sir; I never came to borrow a quarter from him; I had no need of it; he could not give me one.

Q Why haven't you paid the note to Mrs. Perrot?

A I have a claim against her.

Q For how much?

A For four or five thousand dollars more than the note amounts to.

Q And that claim and these notes are the subject of litigation now?

A Yes, sir.

Q Who advised the giving of the deed of this property to you by Mrs. Brann?

A Mr. Gescheidt.

Q Was not he attorney for you and Mrs. Brann?

A Yes, sir.

Q Didn't he bring a suit in your name just after the deed was given to have that property sold and the proceeds divided between you and her husband?

A The deed had passed from Mrs. Brettman to her son.

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Q Well one half of the proceeds were to go to you?

A Yes, sir.

Q In that very suit in which Gescheidt acted as your attorney?

A Yes, sir.

Q And he carried it through the special and general terms of the Superior Court, and it is now pending in the Court of Appeals?

A Yes, sir.

Q Have you ever heard Mr. Gescheidt make any threat against you?

A Yes, sir; we had a fight once.

Q Did he strike you?

A Yes, sir.

Q What was he angry about?

A At that time he was the attorney in our insurance suits; we found him incapable of conducting them; we engaged Mr. Ira Schaeffer; myself and Mr. Sperry went up to see Mr. Gescheidt--- I begged him--- seeing all our money and liberty was at stake--- to go and confer with Mr. Schaeffer, and he said that he would not go. I told him I would appeal to the judge in open court; I was going out and he said

0483

"Get out you damned puppy," and he struck me full in the face.

Q He said he was leading counsel in the case?

A Yes, sir.

Q And if Mr. Schaeffer wanted to consult him he would have to come to his office?

A Yes, sir he was there once or twice I guess.

Q Do you know who drew the charges against him to the general term?

A Yes, sir; Mr. Schaeffer.

Q Was not he angry with you and Mr. Sperry both for coming to me and advising about matters?

A Yes, sir; and he expressed himself so several times.

Q Mr. Gescheidt appeared for you in Newark?

A Yes, sir.

Q When the "French Madam" had you indicted there?

A Yes, sir.

Q In open court he called you "reputable persons?"

A Yes, sir.

Q What is there about this rent?



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- A He made out a bill from the first month I moved in until the time I left there; according to that I would not have paid any rent at all; I moved out three months sooner than they claim; I lived here in New York.
- Q During all the time that he says he demanded payment of these notes, weren't you in the services of Mrs. Perrot?
- A Yes, sir.
- Q Did you represent her in Wall Street?
- A Yes, sir.
- Q And also in Newark?
- A Yes, sir.
- Q And were in almost daily communication with her?
- A Yes, sir.
- Q Did she ever make any demand upon you for the payment of these notes until Mr. Gescheidt brought suit for her?
- A No, sir; never.
- Q What was the cause of her falling out with you?
- A She wanted to get the best of Sperry, to have him indicted for arson there; I was offered by her \$1700. at one time and then \$2,000. to associate with her and have Sperry indicted;

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afterwards it turned out that she went for both of us and had us indicted in Newark.

Q The same issue involved in that indictment was tried here in New York in a civil suit?

A Yes, sir.

Q You succeeded?

A Yes, sir; and got judgment.

Q What became of the indictment? What did the District- Attorney say about it?

A When he heard we got judgment against the company they postponed the trial;

Q Did not the District-Attorney refuse to prosecute it after you won this suit?

A Yes, sir.

Q And discharged the appeal?

A Yes, sir.

Q Mr. Gescheidt appeared to defend you there?

A Yes, sir.

Q And against the "French Madam?" A. YES, SIR.

Q Now he is her attorney?

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II.

associated with Mr. Gescheidt for how long a time?

A Well I think he was there at the time I became acquainted with Mr. Gescheidt; I think it was in 1878 or 1879.

Q And he has been an intimate associate of his since?

A Yes, sir; what they call chums.

Q Haven't you often heard Mrs. Brann accusing him of wronging her and cheating her?

A Yes, sir; I have it in letters at home, where she calls him a thief.

Q Did not Mrs. Brann call upon you in Long Island City when you were in jail?

A Yes, sir; and we are friendly yet.

Q Did she say a word there about wronging her?

A Never.

Q You have heard her testimony here?

A I did.

Q What part of that if any was true?

A I did not have any conversations with her alluded <sup>to</sup> here in her testimony; as to the conversation she testified to to having had with me in 1883, I can prove by outside parties, disinterested, that she never came near me; the first time



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she came near me. she came when I lived in Ravenswood; she brought me the news then that her attorney was writing to her and Gescheidt and inducing him to lay a lien upon the insurance money of ours; at that time Friedlander was her attorney.

Q Was Gescheidt then your attorney?

A Yes, sir; the attorney of record.

Q And up to the time of your examination in Long Island City Mrs. Brann accused Mr. Gescheidt of wronging her, and now she is in with Mr. Gescheidt?

A Yes, sir.

Q What other claim besides this claim against Mrs. Perrott have you?

A I have a claim against the European Medicine Company; I do not know the exact amount; it is close on \$2,000.

Q You have an action now pending for all the past rents of this property in First Avenue?

A Yes, sir.

Q Covered by this deed in question?

A Yes, sir.

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Q And that amounts to how much?

A From fifteen to eighteen hundred dollars.

Q At the time you \_\_\_\_\_ this bill you had the legal title to this property?

A Yes, sir.

Q You never have divested yourself of it?

A No, sir.

Q Never have mortgaged it to anyone?

A No, sir.

Q Never have put any lien of any kind upon it?

A No, sir.

Q There are no judgments outstanding you, are there?

A No, sir there never were.

Q There are no notes except the Perrot notes?

A No, sir.

Q Was there any consideration given for them?

A No, sir.

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C R O S S E X A M I N A T I O N .

Q Did you ever arrest Mr. Sperry on these two notes of five hundred dollars each?

A Yes, sir; I had him arrested.

Q Did you ever give Mrs. Perrot an order for the payment of those notes on an insurance company?

A Yes, sir:

Q Were you arrested on the charge of arson in Newark on the complaint of Mrs. Perrot?

A On the complaint of the Fire Marshall.

Q Did Mrs. Make an affidavit there?

A I know she was the instigator.

Q Did you have an examination before Justice Cobb over there?

A Yes, sir; you know it; you were my counsel over there.

Q And weren't you indicted and held on the complaint of the witnesses they introduced?

A I was, certainly.

Q When did you move out of that house?

A On the 1st of October 1883.



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Q Did Ira Scheaffer or any other person intercede on your behalf that the insurance companies should not press the charges of arson against you in Newark?

A Nobody interceded with the insurance companies; Mr. Ira Schaeffer was our counsel.

Q Wasn't that part of the condition in settlement of the insurance case?

A There were no conditions made on our side!

Q Was Mr. Gescheidt the attorney for the medicine company?

A He was.

Q What was that claim ~~that~~ consist of that you have against the European Medicine Co.?

A I cannot give you the details of it.

Q Is that company solvent or insolvent?

A I concerned myself so little about the company lately that I do not know.

Q You never heard that it was insolvent and could not pay its debts?

A Nobody could send any claims to me to be paid.

Q Did you ever make a note of five hundred dollars with Sperry

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to your mother-in-law.

Question objected to by the defense.

A I made one as an officer of the company, but not as an individual.

Q Did you ever make a note to your brother-in-law in Elizabeth?

A No, sir.

Q Is that your agreement with Mrs. Brann?

A Yes, sir.

Q Didn't you hear over a year ago that the Court of Appeals in a similar case held where your name was mentioned that you did not get any title to this deed?

A No, sir.

Q Were you ever in possession of that house, 1329 First Ave.? Did you have control of it?

A No, sir.

Q Did you ever collect a dollar rent of that house?

A No, sir; if I had acted upon my own advice instead of yours I would have.

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Q Was not Mr. Brann in possession of that house?

A I suppose so.

Q And didn't he order you out?

A No, sir.

Q And didn't he refuse to give you the rent?

A He refused to give me the rent.

Q And he was collector?

A I presume so; he referred me to my lawyer; if I had acted upon my own advice instead of yours I would have realized the whole.

Q Wasn't it understood and agreed that every dollar realized from that house was to go to Mrs. Brann?

A There was no such understanding; the understanding was  
x that there was as much to go into your pocket as you could get hold of.

Q Did you agree that in case you sold that half house that you would purchase your stock from Mrs. Brann and give her all the proceeds for that stock?

A There was no agreement.

Q Is that as true as anything else you have testified to here?

A Yes, sir.



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Q Then there is no agreement that you should give money back?

A No, sir.

Q Is that the agreement upon which you took the house?

A It may be in your interpretation, but not mine.

Q Did you take that house under the agreement which is offered in evidence here?

A (No answer)

Q Wasn't there an agreement in case you lost the case in the Court of Appeals that the stocks be refunded to you?

A Yes, I know that you took such a paper from her once.

Q And didn't you request such an agreement?

A No, sir.

Q How long did you lie in jail in Newark?

A Forty-five days. I think it was from the 16th of February until the 4th of April, or from the 19th of February, I do not know which.

Q And did you request orally or in writing at any time that you wanted to mortgage this property, and that Mrs. Brann you thought would not have any objection to getting you

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out by giving such mortgage?

A I asked you for advice once! whether you did  
was best for me to secure some one with the property.

Q Didn't you make that request in writing?

A I did.

Q Did you consider yourself at that time the owner of the  
property?

A Yes, sir.

Q Why did you make such a request?

A Because I wanted to get out of jail; I wrote to you as my  
attorney.

Q Did you ask me that such a request should be made to Mrs.  
Brann to let you mortgage that property which stood in your  
name, to enable you to get out of jail?

A No, sir; I said Mrs. Brann would not have any objections to  
it.

Q Is that your signature to the letter dated March 12th 1883  
Essex County Jail?

A (No answer)

0495

TORN PAGE

Q Who was your attorney in the suit wh.

A Samuel G. Bernard.

*William J. Jernigan*

Sworn to before me this

25th day of October 1884.

*P. G. Duffy*  
POLICE JUSTICE.

Both sides now rested their case.

Decision reserved.



0496

TORN PAGE

*in accordance with*  
N.Y. SPECIAL SESSIONS.

THE PEOPLE  
vs.

*William Goettling*

Stenographer's Transcript,  
*October 20 & 21st 1884*

*David S. Veitch*  
DAVID S. VEITCH,  
OFFICIAL STENOGRAPHER,  
101 CENTRE STREET, N. Y.

0497

For and in consideration of One Dollar daily paid by Babeta Bram to me I hereby agree to repurchase one hundred Shares at \$20.00 each of the European Medicine Company the same having been given to her as part consideration of her half Interest of house and premises N<sup>o</sup> 1329 first Avenue, this City, as soon thereafter as I am able to realize in cash from said half interest in the above described premises and I agree to pay for said stock the money so received from said sale of said house less the Bills and contract that I have assumed of H. M. Secheidt against said Bram for legal services, charges and expenses in the defense and prosecution of various actions and proceedings and my personal expenses, advances and charges for various legal Documents and unpaid Bram releasing and indemnifying me and one Charles C. Sperry on the Bond, obligation or undertaking given by me and said Sperry to the people of the State of New Jersey on a charge of adultery against said Bram and one Jacob Hachstein.



0498

Dated New York September 23<sup>rd</sup> 1881.

Witness:

Ch. C. Sperry

H. W. Lusk

D. Brettman

W. Zornstein.



0499

That is to say, that the  
Liza Perret is under medical  
care and is not able to  
~~leave her~~ house.

New York Feb 17<sup>th</sup> 1886.

John J. Smith.

0500

DISTRICT ATTORNEY'S OFFICE,

New York,

1886

People vs } Perry -  
Wm Louitt

Let this case be tried  
among early bail cases.  
Put it on Part 2 next  
week if possible

To B.M.  
Mr Conner

0501

[1879.]

Supreme Court  
King's County

W. Reid Gould, Law Blank Publisher and Stationer, 168 Nassau St. N. Y.

Code of Civil Procedure, Sec. 559.

William H. Murray

Plaintiff

against

Olga Peruch

Defendant

Undertaking on Order to Arrest.

Whereas, William H. Murray  
above named, has made application to one of the Justices of the above named Court  
to arrest the above named Olga Peruch  
in an action for Malicious Prosecution

Now therefore, we William H. Murray  
of No. 209 West 43rd Street, in the City of New York  
and William Zornstein of No. 338 East 92nd Street  
in said City and Charles C. Sperry  
do hereby, pursuant to the Statute in such case made and provided, jointly and severally  
undertake, that if the defendant in the action do recover judgment therein, or, if it is finally decided  
that the plaintiff is not entitled to the Order of Arrest, the plaintiff in said action will pay all costs  
which may be awarded to the defendant and all damages which she may sustain by reason of the ar-  
rest in said action, and not exceeding the sum of One Thousand dollars.  
Dated at New York February 10th 1883

William H. Murray  
William Zornstein  
Big and County of New York ss. Charles C. Sperry  
being sworn says, that he is a resident and a freeholder within the State of New York, and  
worth the sum specified in the above undertaking, over all the debts and liabilities which  
he owes or has incurred, and exclusive of property exempt by law from levy and sale under an execution.  
Sworn to before me, this 10th day of February 1883 William Zornstein

John L. Hurley  
Notary Public, N.Y.C.  
Big and County of New York ss. Charles C. Sperry  
being sworn says, that he is a resident and a freeholder within the State of New York, and  
worth the sum specified in the above undertaking, over all the debts and liabilities which  
he owes or has incurred, and exclusive of property exempt by law from levy and sale under an execution.  
Sworn to before me, this 10th day of February 1883 John L. Hurley Charles C. Sperry

John L. Hurley  
Notary Public, N.Y.C.  
Big and County of New York ss. I Certify, that on this 10th day  
of February 1883 before me personally appeared the above named William H. Murray,  
William Zornstein and Charles C. Sperry to me  
known to me to be the individual described in, and who executed the above undertaking, and they  
acknowledged that they executed the same.

John L. Hurley  
Notary Public,  
N.Y.C.



0502

Superior Court  
Prings Court

MD 34/239

William H. Mundy

19

Plaintiff

against

Eliza Pouch

Defendant

Undertaking on Order to Arrest.

William H. Mundy

Plaintiff's Atty  
in person

2

Approved

W. H. Mundy

Filed Feb 24 1883

0503

No. 60.

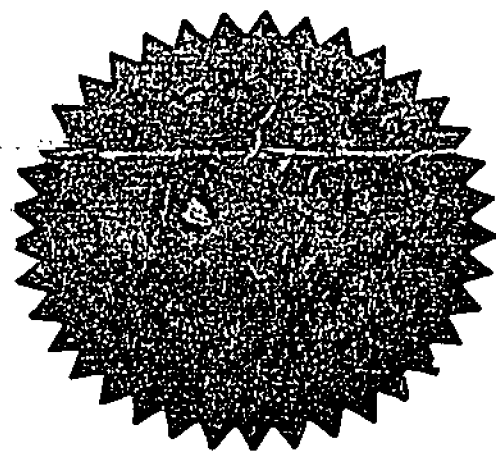
STATE AND COUNTY OF NEW YORK, }  
SURROGATE'S OFFICE. } ss.

AUSBURN M. DICKINSON,  
I PETER V. BURTSSELL,

Clerk to the Surrogate's Court of said  
County, do hereby certify, that I have compared the foregoing copy of  
*Bond given by Charles C. Sperry as Executor of the*  
*Last Will and Testament of John C. Schenck*  
*deceased*

with the original record thereof, now remaining in this office, and have found  
the same to be a correct transcript therefrom, and of the whole of said original  
record. *And it does not appear that said bond*  
*has been cancelled*

In Testimony Whereof, I have hereunto set my hand, and  
affixed the Seal of the Surrogate's Court, this *Twenty*  
day of *June* in the year of our Lord  
one thousand eight hundred and eighty *four*



*Ausburn M. Dickinson*  
Clerk to the Surrogate's Court.

and testament of *John C. Schenck*



0504

GLUED PAGE

Know all Men by these Presents,

THAT WE

Charles C. Sperry  
William Tornillein and  
Henry Wisendanger

are held and firmly bound unto the PEOPLE OF THE STATE OF NEW YORK, in  
the sum of Fourteen hundred  
dollars, lawful money of the United States of America, to be paid to the said People: to  
which payment well and truly to be made, we bind ourselves, our and each of our heirs,  
executors, and administrators, jointly and severally, firmly by these presents. Sealed  
with our seals. Dated the Fifteenth day of February  
one thousand eight hundred and 87

The condition of this obligation is such, THAT IF THE ABOVE BOUNDEN

shall faithfully <sup>discharge</sup> the trust reposed in <sup>him</sup> as executor of the last will  
and testament of John B. Schenker  
late of Lawful deceased and joint  
deceased, and obey all orders of the Surrogate of the County of New York, touching the  
administration of the estate committed to him then this  
obligation to be void, else to remain in full force and virtue.

Sealed and delivered in presence of

John B. Schenker

Ch. C. Sperry (Seal)  
Wm. Tornillein (Seal)  
H. Wisendanger (Seal)



0505

that they executed the same.  
to be the individuals described in, and who executed the within Bond, and acknowledged  
to me known

On this day of February, 1887, before me came  
Charles C. Johnson, William  
City and County of New York, ss.

Sworn this 13th day of February, 1887, before me,  
The within named being duly sworn, doth depose and say, that he is a  
holder, resides at No. 44 West 12th Street,  
in said City, and is worth the sum of  
dollars, over and above all his just debts, liabilities and responsibilities and property  
exempt from execution.  
City and County of New York, ss.  
Henry W. Woodruff

Sworn this 13th day of February, 1887, before me,  
The within named being duly sworn, doth depose and say, that he is a  
holder, resides at No. 76 Avenue A, East 10th Street,  
in said City, and is worth the sum of  
dollars, over and above all his just debts, liabilities and responsibilities and property  
exempt from execution.  
City and County of New York, ss.  
William T. McKee

0506

No. 30.

SURROGATE'S COURT,  
COUNTY OF NEW YORK.

~~IN THIS MATTER OF~~

*Contested Copy of  
Bond in the matter  
of the last will  
and testament  
of John O. Schenck*

DECEASED.

*for per*

0507

AGAINST WHOM.

IN WHOSE FAVOR.

*Jonathan William  
Spoerry Charles C*

*Elyja Pout*

Where Perfected,	When Perfected.	H. M.	Transcript Filed.	H. M.	AMOUNT. Debt, Damages and Costs.	Attorney.	When Satisfied.
<i>City Court</i>	<i>1885</i>		<i>1885</i>		<i>\$1321.63</i>	<i>Wm. Garckert</i>	
<i>NY</i>	<i>March 28 10 25</i>		<i>March 28 10 55</i>				

COUNTY CLERK'S OFFICE,  
CITY AND COUNTY OF NEW YORK, } ss.

I, PATRICK KEENAN, Clerk of the City and County of New York, certify that the above is a true and correct extract from the Docket of Judgments kept in my Office.

In Testimony Whereof, I have hereunto set my name and affixed my official seal, this  
day of *May* 1885

*Patrick Keenan*  
CLERK



COUNTY CLERK'S OFFICE,  
NEW YORK.

*Eliza Parret*

= vs =

*Charles E. Sperry and  
William Gornstein*

Transcript of Judgment.

*J. W. Gessnerd*  
*Deft. Atty*

*33 Park Row  
N.Y.*

The within is a judgment  
obtained on two notes made  
by Defts in 1882 and of which  
evidence was given against  
Defts on a charge of perjury  
and is filed in the District  
and execution has been  
issued and returned by  
me as a special

*J. W. Gessnerd*

0508

0509

Zornllein

To Eliza Parret Dr

To rent of 3<sup>d</sup> floor premises 499 Broad  
Street from July 1<sup>st</sup> 1881 to Dec 1<sup>st</sup> 1882

17 Months at \$20.00 per month \$ 340.00

By cash paid B. F. Brane agt for

9 Months rent to April 1<sup>st</sup> 1882

180.00

Balance due Mrs Parret.

\$ 160.00

05 10

Supreme Court  
N.Y. County

---

William H. Mundy  
~~Plff.~~  
against  
Ediza Parrel  
~~Def.~~

---

We consent that Henry M.  
Keschidt Esq. of No. 33. Park Row  
New York City. be substituted as the  
attorney for the defendant in the  
above entitled action in the place  
and stead of William C. Cliff  
Esq. and that an order be  
entered to that effect.

Dated N.Y. City June 25<sup>th</sup> 1884

William C. Cliff  
Atty for Def  
Ediza Parrel  
Def.

at a special Term of the  
Supreme Court, held in the  
County of New York, at the  
City Hall in said County

Done



0511

on the 1<sup>st</sup> day of July 1884.  
Present Hon. Abraham R. Lawrence  
Justice

My. Supreme Court  
County of New York  
William N. Mundy  
Plff.

vs.

Eliza Parret

Def.

On reading and filing the  
within consent, and on motion of  
H. M. Gescheidt defendants attorney  
herein Ordered that said H. M.  
Gescheidt be substituted in place  
and stead of William B. Eliff as  
defendants attorney in the  
above entitled action.

Witness

A Copy  
Patrick Keeney  
Clerk

Supreme Court  
County of New York

William N. Mundy  
Plff.

vs.

Eliza Parret  
Def.

Consent and order of  
substitution of an  
attorney for the  
defendant.

H. M. Gescheidt  
Def. atty  
33 Park Row  
N.Y.

William N. Mundy  
Plff. in Person  
176 Broadway N.Y.

05 12

June 5, 1883  
Wm. Lonsdale

Dear Sir:

Hearing that you are going bail on Mrs Brauns' property, I must inform you again that you have no right to do so, as you know that you are only holding the property in trust for her and as I told you that the Court in the case of Patten & Munroe held in substance that you did not receive any title to said property; under the circumstances you must stop going bail as you have gone on bail bonds now more than the property will stand, as her Atty. I protest against your action in the premises

Yours &c  
H. M. Geoheidt

Copy

Letter of

H. M. Gerckind

to

Mrs. Gornthelm  
to the effect that  
Gornthelm must  
stop going bail  
on Mrs. Brown  
property.

05 13



05 14

(10072) \$500 00 New York, Feb 12 1882

Six Months after date we promise to pay to  
the order of Eliza Parret

~~Five hundred~~ 100 Dollars  
at No 7 Sixth St

Value received

Wm Zornstein  
Chas Sperry

Due

W. Reid & Co., Stationers, 168 Nassau St. N.Y.

05 15


Eliza Barrett

<sup>res</sup>  
Protested by F Vail

April 15<sup>th</sup>/82

05 16

copy \$500.00 New York Feb 12 1882  
Six Months after date promise to pay to  
the order of Eliza Parret  
Five hundred <sup>100</sup> Dollars  
Value received at No 7 Sixth Ave  
Wm Zornlein  
Chas Sperry  
Due



W. H. & C. Co. Stationers, 308 Nassau St. N.Y.



05 17

~~Eliza Parrot~~

Protested by <sup>Geo</sup>S Vail  
April 15/82

0518

Newark N. J. Oct 10<sup>th</sup> 1884

Mr. Gescheidt

You were my lawyer in my lawsuit concerning the house No 1329 First Ave. City & County of New York, which was registered in Zornittein's name, when according to your advice, I transferred the house to him, Sept 23<sup>d</sup> 1881; and Z. had to sign a deed that he had not a cent's worth of claim on my house, that the claim on the rent and that he could not give the house as security. You read that paper for me I was satisfied with that. Since that paper with the bonds is in your hands I make you responsible, as my lawyer and counsel, to do this. that you should bring in a suit against the second which was signed while I was in the Tombs in the name of Z. against my son George Bram that this act may be annulled legally. But now I have found out that Zornittein dared shortly after I transferred the house to him by a sham sale in Sept 1881 to swear before the Court of Surrogate, that he was half owner of the house 1329 First Ave bet 73 & 74<sup>th</sup> St in the City and County of New York. I learned this from the other bondsmen who has

0519

a shoestore 140 Canal Str and lives in 49 Allen Str. This man was present. I swore before the Court of surrogate that he was owner of half the property 1329 First Ave. Further he gave bail to the amount of \$300. for Mrs Barrett swearing again to his ownership of one half of the above property. I was stupid enough to tell me this himself. Ask Mrs Barrett, she will tell you all.

Further he gave security for lawyer Mundy in Jamaica swearing again that he owned half of the property 1329 First Ave New York. Again he swore in Brooklyn as security for Mundy that he owned half of the above property.

But this was not enough about six weeks he had the impudence to have a suit brought in by Mundy, against my son George Bram claiming half of the rent of the house, to which he has no right whatever, no more than he had right to give the house as security.

Please, defend my rights as it is your sacred duty else I shall be obliged to go to law with you.

Yours respectfully  
Babetta Bram.



Copy  
letter of

Mrs Bram

To:-

H. M. Geschardt

stating that

Garnettlein has

been going on

bail bonds

& for Wm

H. Mundy.

0520

0521

Court of General Sessions Part I  
The People  
apt  
William Gartman } Perjury.

Sir.

You will please take notice that  
an application will be made on Friday  
December, 19th, 1884 at 11 o'clock, a.m. (or  
as soon thereafter as Counsel can be  
heard) on behalf of the above named  
defendant for a reduction of the bail  
as fixed by Police Justice Duffy,  
or for such other and further relief  
as may be just.

Dated N. Y. Dec 18, 1884

Chinonson & Myers  
Attys for Defendant

To  
P. B. Olney, Esq.  
Dist Atty &c.

0522

Court of General Sessions

The People  
vs

John J. Gornall

Charge of Motion.

Simonson & Myers

Attys at Law

Centre St

W. J. Gornall

J. P. B. O'Leary  
Dist. Atty



0523

City and County of New York SS

Wiederich Brettmann of 340 East 33<sup>d</sup>  
Street of the City, County and State of New York  
being duly sworn says on information  
and belief that on or about the 10<sup>th</sup> day of  
February 1883 one William H Mundy brought  
an action in the N. Y. Supreme Court in Kings  
County against one Eliza Corret for mal-  
icious prosecution or false arrest for the  
sum of \$100,000.00; that said Mundy ap-  
plied for an order of arrest in said action  
and he gave an undertaking dated Feb-  
ruary 10<sup>th</sup> 1883, which was duly approved  
by Hon. Charles F. Brown a justice of the  
Supreme Court of the State of New York on  
or about said day, and on giving said  
undertaking said order of arrest was  
granted by said Justice and defendant  
duly arrested thereon and held and gave  
bail in said action in the sum of \$10,000.<sup>00</sup>  
and said undertaking was necessary  
and material to procure said arrest,  
and said Court had jurisdiction over  
the subject matter in said action, and

0524

that on said day one William Zornlein and Charles C. Sperry duly offered, gave and signed said undertaking in the sum of \$1,000 to indemnify the said defendant for all damages she may sustain by reason of the arrest in said action; that on said day said William Zornlein and Charles C. Sperry were each duly and solemnly sworn by one John L. Shirley a then Notary Public in and for the City and County of New York, who had the power to administer said oath, as to each of their qualifications as sureties on said undertaking, and said Sperry and Zornlein each swore before said Notary that they were each free holders within the State of New York, and were each worth over twice the sum specified in the above undertaking, over and above their debts and liabilities which they owned or have incurred, and exclusive of property exempt by law from levy and sale under an execution.

Deponent further says that he knows said Charles C. Sperry and William Zornlein over three years, that at

the time of their signing said undertaking, and taking said oaths, said Sperry had judgments against him unsatisfied which he was and now is unable to pay, and said Sperry and Zornitkin were insolvent, and there are a great many debts, liabilities against them which they are unable to pay or respond therefore, and they are not worth over twice the amount set forth in said undertaking in good property in said state at the time aforesaid, that all of said oaths so taken by said Charles C. Sperry and William Zornitkin were false and untrue, and said Zornitkin and Sperry knew the same to be such, and said Sperry and Zornitkin thereby wilfully, falsely, corruptly and designedly committed willful and corrupt perjury by swearing as aforesaid.

Wherefore deponent prays that a warrant be issued for the arrest of said Charles C. Sperry and William Zornitkin for the charge of perjury aforesaid, and they be dealt with according to the statute



0526

in such case made and provided.  
Sworn to before me this  
18<sup>th</sup> day of July 1889 { Diederich Brethmann  
Hed P. Smith  
Notary Public  
N. Y. Co

The People of the State  
of New York

=vs=

Charles E. Sperry and  
William Garrison

Affidavit on charge  
of perjury

0527

General Term

The People

vs

William Zuntz

Take notice

That I shall apply to His Honor Judge  
Gibson, holding Part I of this Court  
tomorrow Morning at 11 O'clock, or as soon  
thereafter as Counsel can be heard for  
an Order directing this case to be put  
upon the Calendar of his Court and  
tried forthwith, and for such other or  
further Order or Relief as to the Court  
may seem just

Dec 9. 1884

For me

William H. Mumford

Attorney for defendant

Office 176 Broadway

New York City

To

Hon. Peter B. Olney

District Attorney

0528

<i>General Sessions</i>	Court,
<i>New York</i>	County.
<i>The People</i>	
against	
<i>William Zantzen</i>	
<i>Notice of Motion</i>	
WILLIAM H. MUNDY,	
Attorney for <i>Defendant</i>	
No. 128 BROADWAY.	
NEW YORK.	
Due and timely notice is hereby admitted of a copy of this within	
Dated, N. Y. 188	
To <i>Hon. Peter B. Huey</i>	
<i>District</i>	
Attorney.	
Joseph Filson, Print, 215 William St., N. Y.	



0529

GENERAL SESSIONS

The People

vs

William Zornstein  
-----

TAKE NOTICE

That I shall move this Court in Part I, held by His Hon. Judge Gildersleeve, Monday afternoon next, Dec. 15th. 1884 at two O' Clock, or as soon thereafter as Counsel can be heard, to reduce the bail of the Defendant herein, and to have the Case set down for some other day than Thursday, because of a previous Engagement of Counsel in another Matter.

Dec. 13th. 1884

Yours &c.

William H. Mundy

Attorney for Defendant

170 Broadway

New York City

To

Hon. Peter B. Olney

District Attorney &c.

32 Chambers Street

City

0530

<i>General Sessions</i>	Court,
<i>New York</i>	County.
<i>The People</i> against	
<i>William Jonathan</i>	
<i>Notice of Motion</i>	
WILLIAM H. MUNDY, Attorney for <i>Dec 13 1884</i>	
No. 176 BROADWAY, NEW YORK.	
Due and timely service is hereby admitted of a copy of the within	
Dated, N. Y., <i>Dec. 13<sup>th</sup></i> 188 <i>4</i>	
To <i>Hon. Peter B. Olney</i> <i>Debat</i>	
Attorney.	
Joseph Pilson, Print. 215 William St., N. Y.	

0531

Supreme Court  
Kings County

W. Reid Gould, Law Blank Publisher and Stationer, 168 Nassau St., N. Y.

William H. Mundy

Plaintiff

against

Eliza Parrot

Defendant

Order to Arrest and hold to Bail.

To the Sheriff of City & County of New York

It having been made to appear to me by the affidavit of William H. Mundy that a sufficient cause of action exists against the defendant Eliza Parrot and that the case is one of those mentioned in Article 1st, Chapter 7, Title 1, of the New York Code of Civil Procedure, and that the ground of arrest is Malicious Prosecution

You are required forthwith to arrest Eliza Parrot the defendant in this action, if she is found within your county, and to hold her to bail in the sum of Ten Thousand dollars and to return this order, with your proceedings thereunder, as prescribed by law.

Dated February 4th 1883

William H. Mundy

G. F. Brown

Plaintiff's Attorney.

in Person

J. F. C.



0532

Supreme Court  
King's County

William H. Mundy

Plaintiff  
against

Elyia Parrot

Defendant

ORDER OF ARREST.

William H. Mundy  
Plaintiff's Att'y  
in Person

"RULE 6.—The Sheriff shall file with the Clerk, the order or process, and original affidavits on which an arrest is made, within ten days after the arrest. A Copy of this rule shall be endorsed on the order of arrest, before its delivery to the Sheriff."

0533

Supreme Court

Kings County

-----: William H. Mundy

agst.

Eliza Potret  
-----:

City and County of New York ss:

William Zornitlein being duly sworn says: That he is thirty years of age, and resides at 338 East 82nd. Street, in this City. That he knows the parties to this action. That he has known the defendant about ~~eight months~~ ~~That he has~~ three years. That he read the annexed affidavit of William H. Mundy, the plaintiff herein, and knows the contents thereof, and knows that ~~most~~ the same is true in most part of his own knowledge. The first paragraph of same he knows to be true, from what the defendant has told him, and from what he has seen in her said place, 54 West 31st. Street. Deponent has acted as the representative of the defendant in matters pertaining to her Real Estate in Newark, New Jersey, and on account of his business relations with her had occasion frequently to call on her, and to see her. Deponent has often been in said place, 54 West 31st. Street, and heard bargains made between fallen woman, and men for exhibitions in said place such as are referred to in said affidavit. Deponent often heard the defendant speak about plaintiff, and her dealings with him. She told deponent that she promised plaintiff to give up her said business, and to help break up other similar places in the neighborhood, if plaintiff would assist her to purchase said premises, she agreeing to erect thereon a new building to be let for moral purposes only. That plaintiff promised to assist her, upon her promise to give up the business she was in, that the negotiations for said purchase were begun, and proceeded with. That she paid the one hundred and fifty dollars to said Mundy, as a part of earnest money for said purchase, and not to withhold any evidence against her. Deponent was several times in said Mundy's Office with her, and knows where of he speaks. She told deponent that false affidavits containing the same charge alleged in the indictment against said Mundy were presented her several times, and she was asked to swear to them, but that she refused because they were false. That she was urged by liquor-dealers to "go for" said Mundy, but that she refused to have any thing to do with them- that she had no complaint to make against said Mundy. That finally, upon promise to get two indictments against her dismissed, and to get her protection from the District Attorney's Office (not that the District Attorney had any thing to do with it), and upon threat of seven years imprisonment, if she refused, she consented to make such false charge against said Mundy, and she ~~did~~ did so.

0534

After so doing she received a license to sell liquor at said place, which is a notorious brothel, She had been refused a license for over two years because of the bad character of her place. But after testifying against plaintiff she got a license. She told deponent who procured it for her. She said it was one of the parties who was prosecuting MrMundy. She told deponent that she had to swear falsely against MrMundy to get rid of her indictments. She said she paid \$ 500. to get the indictment. Deponent was present when the Detective came for the money at her place, and heard her tell him that she had not got it then, but to call on a subsequent night. She said he did call, and she wanted him to take \$ 450. , but he refused, compelling her to get the other \$ 50.. She wanted deponent to testify falsely against one Charles C. Sperry, and upon deponent's refusal so to do, she became angry, and deponent left her. Deponent knows that the proceedings against said Mundy by defendant referred to in the annexed affidavit were a malicious conspiracy to ruin said Mundy, and that while inducements were held out to defendant in the outset to testify falsely against said Mundy, yet, nevertheless, after the indictment was found she was just as malicious, if not moreso than the others who were working with her, to crush said Mundy, for she told deponent that the only way to save herself from prosecution or suit for falsely testifying against said Mundy was to make sure of convicting him and get him into " SING SING". More than this deponent knows and will testify to at any time when called upon. Sustaining the relation he did to her in business, deponent did not ~~fell~~ like taking any part against her. But when she insisted upon deponent's swearing falsely to aid her in her wicked and malicious proceedings against Mr. Sperry, who had never harmed her in any way, but who befriended her in business matters, deponent determined to have nothing more to do with her. She held stock in a corporation of which deponent was president, and upon false representations to the effect that said Sperry had defrauded said Corporation, induced deponent, as such President to sue said Sperry, and to cause his arrest. But upon investigating the facts of the case, deponent sincerely, and from a sense of duty, consented to, and did discontinue said action, and had vacated the Order of arrest therein. A more malicious person, and untruthful, than the defendant herein, deponent does not know. She is a dangerous woman because of the money she has, and the way she uses it to induce others to cooperate with her. Deponent would not believe her under oath. Her place is one of the vilest in the City. A more villainous outrage than the procuring of said indictment against said Mundy, and the prosecution of said Mundy thereunder by this defendant deponent never knew.

Sworn to before me  
This 10th. day of Feb. 1883.

*John L. Shirley*  
Notary Public N.Y.CO.

*William J. Junttlin*



0535

Supreme Court

Kings County

-----  
William J. Gundy  
vs  
Alice Forrest  
-----

City and County of New York ss:

William J. Gundy, being duly sworn, says: That he is the plaintiff in the above entitled action. That the same is brought to recover damages for the malicious prosecution of defendant by the defendant herein, who is the keeper of a notorious place where prostitutes gather nightly to drink intoxicating liquors, and to solicit men for carnal intercourse, and where nude women dance the Can-Can in the presence of men, as appears by the sworn evidence in defendant's possession, and the common speech of the people.

The facts are briefly as follows. In or about the Month of April 1932, the said defendant came to deponent and expressed a desire to give up the business she was in at 54 West 31st. Street in the City and County of New York saying she was tired of it, and promised so to do. She said that if she could purchase the premises aforementioned that she would erect thereon a new five story brick building to be used for moral purposes only, and to assist in breaking up the other immoral places in the neighborhood. Upon her promise so to do, deponent promised to assist her. She was to pay \$ 500. or \$1000. to bind the bargain for the purchase of said property, and to pay the expenses incurred. Deponent, in perfect good faith, undertook to assist her. Another lawyer, and a Real Estate Agent cooperated. She paid \$ 150., and was to pay the balance of the \$ 500. or \$ 1000., when relieved of her embarrassment in the Stock Market, where she said she had about \$ 250000. involved. She afterwards, in collusion with other parties, as deponent is informed and believes, went before the Grand Jury of the City and County of New York and testified as deponent is informed by the District Attorneys' Office, and as the indictment shows, that the said money was paid to deponent upon deponent's promise to withhold evidence against her under an indictment for violations of the Narcotic Laws, and thus procured an indictment against deponent for an alleged Compounding of a Misdemeanor, and a Bench Warrant was issued thereon, and deponent was arrested at night and locked up at Police Headquarters, in said City over night and from there taken to the Tombs, and incarcerated in a cell where he was kept confined for eight days before he could get bail, it being during the extreme hot weather of June and July last when deponent's friends were out of the City. Finally Mr. Alfred S. Barnes, the Book Publisher of this City heard of the arrest, and became bail for deponent. The case was tried the first week in January the present year, and deponent was acquitted, the jury not leaving their seats.

*Does not call deponent a  
for suppression 42*

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Before so testifying she, said Porret, often told deponent that parties had asked her, and urged her to "go for Mundy," at the same time presenting an affidavit embodying the same charge as aforesaid, and asking her to swear to it, but that she refused, telling them that it was false and that she would not commit perjury. That she was sent for at one o'clock in the morning by an attorney, to come to his house. That she went there, and was again urged to swear to the same thing. Liquors dealers were gathered there at the house. That she took a Frenchman along, who translated the affidavit to her in French. (she speaks French) That she again pronounced it false and refused to swear to it. That finally, as deponent is informed, and as appears by the affidavit of William Tortoise, hereto annexed, she sent for Detective, and said she was ready to swear to the charge upon promise that two indictments against her should be dismissed. The indictments were dismissed as the News Papers announced, and she has a license as a hotel keeper at said place now as deponent is also informed and believes, which was procured for her as a part of the corrupt bargain, as deponent verily believes. At said lawyer's house she told the parties there, as she afterwards informed deponent, when asked to swear to the charge, "it is false, I will not swear to it. I never said Mr. Mundy any money for such purpose. If I am arrested for perjury who will help me?", and the like. The charge against deponent made by her finally was false, and known to her to be false, and was not corruptly, wickedly, and maliciously, and without the shadow of foundation in truth or in fact. Deponent has been seriously injured, in his business, in his reputation, and in his feelings. He was compelled to sell his house to procure means to defend himself. Deponent claims \$300,000. damages in this action. He was compelled to pay money to parties to prevent his being handcuffed to a Negro, and marched to the streets so handcuffed. He was rushed into a pen full of prisoners, and refused permission to address the Court. The most humiliating treatment was inflicted upon deponent. It virtually ruined deponent's business, and the mortification experienced by deponent is beyond expression, and clings to him still. Deponent asks for an Order of Arrest against the defendant in the action, and that she be held to bail in a sufficient amount to secure deponent in any recovery for damages, as deponent is afraid that the defendant may leave the State, as most of her real property is in Newark, New Jersey, and her other property is in Stocks, as she said to deponent, and easily transferred, or disposed of. A more wicked and malicious conspiracy to ruin deponent could not well be conceived. Deponent's sufferings have been of the keenest kind. F. P. I. C. E. has deponent been assaulted in his efforts to enforce the Excise law. Once in open Court, whereabout fifty liquordealers and their sympathizers attacked him, throwing him down and choking him, and trampling upon him, and would have killed him, probably, had not the Police charged upon them, with drawn clubs, and rescued deponent.

*Deponent that was in court  
before and after the  
affidavit was presented  
and she was not  
arrested.*

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Once deponent was arrested with a Glengymman for conspiracy, or rather an alleged conspiracy, charging him with bringing an action under the Civil Damage Act in Richmond County. The notorious Justice of the Peace, Garrett, who was convicted Malicious Prosecution in the Oyer and Terminer, issued the warrant. His honor Justice Barrett discharged the Glengymman and deponent, professing to find her the action to be "an outrage". Deponent was indicted in 1890 by a Grand Jury, a majority of whom were Ligniersters who were indicted, deponent acting by authority of the Justice of the Peace, for setting liquor without a license, on a trumped up charge, and the Oyer and Terminer quashed the indictment as an action. The district attorney told deponent that he instructed the Grand Jury that it would be an outrage to indict deponent, and that they insisted upon it. Deponent has been since 1890, in the liquor cellar of this City in Leinster, 117th St., which was refused; and yet deponent was subjected to the most abject humiliation, and the extreme torture of mind by the false swearing of this defendant, who testified that deponent had for the selling of a lot of 1180, promised to refrain from prostitution, for the sake of a notorious law where prostitutes gather for the vilest exhibitions of indecency. For two years or more, she tried, as she said to obtain a license, which was refused because she kept a disorderly house, and after her complaint against deponent, her indictments were dismissed, as the laws require stated, and she received a license as an "Inn, Tavern, or Hotel Keeper", her license stating that her so called hotel is "NEGLIGENTLY RUN". The AGGRAVATED FORM OF THE ACTUAL VANDALISM PUBLIC, and containing a certificate of her "GOOD BEHAVIOR". Deponent has the statement of parties she talked with to show that she said the license was obtained for her because she testified against deponent, and that she was promised protection. Since the license was granted as the evidence in deponent's possession shows, prostitutes have solicited persons in her said place of infamy to go up stairs with them for carnal intercourse, and that the defendant told the prostitutes to take them out to some other house on account of the trouble she was having with deponent. Deponent has the evidence of at least 100 witnesses, not only to the falsity of her testimony before the Grand Jury, but to the effect that she told several parties that IT WAS A GOOD THING TO DO, and that she did it to get rid of her indictments, and to get a license. Deponent states these facts that the Court may know something of the horrible outrage committed upon deponent by this defendant. The venerable Doctor David H. Tolson, who interested himself to determine the facts (he is a gentleman who has spent \$100,000, as is said, for Charity- He is the person who was the means of instituting the Free Baths in this City) is ready to testify that defendant told him she never had any deal estate transaction with deponent, when deponent has the most indubitable evidence of such transaction. Another witness will testify that she said (1) that deponent was in her place, and afterwards said, "well, people THINK he was

deponent did not get the evidence by the means.



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*in witness where of defendant*

but he WAS NOT in my place." That she said the \$ 150. was paid deponent to "GET ME A LICENSE". The witnesses above reproach. Another witness will testify, as he says, That defendant told him her testimony before the Grand Jury was not true, but that she so testified to get rid of her indictments, and to obtain a license. That she paid FIVE HUNDRED DOLLARS to a detective who aided her in her plot against deponent. That he heard her tell the detective what day to come for the money. That she had at the time only \$ 450., and the detective waited till she got the other \$50. That said detective and others were at her place time and again to persuade her to "STICK" to her charge against deponent, and not "WEAKEN." That prostitutes were there carousing when the detectives were there, and that they knew the fact, and the character of her place, and that instead of arresting her, they were there to persuade her to "STICK" to her false charge against deponent. That she, witness, knows that she refused for a long time to make the charge, because it was false, but finally told him witness, that she had "made up her mind to do it, and asked him to send for the detectives, which he did, and they came, and the conspiracy was consummated. That thereafter she wanted him to "SWear FALSILY" against another party, and he refused, and his business relations with her ceased. Deponent has seen her sworn statement that this witness is "honest and truthful." And much more will he testify to. Deponent will not trouble the Court with further statements of what he expects to prove, suffice to say that all the other witnesses will show a like state of facts. Deponent asks that the bail required by sufficient to prevent the defendant from leaving the State. She claims to be a *single woman*.

Sworn to before me  
This 31 st day of January 1903.  
*James Cohen*  
Notary Public  
N.Y. Co.

*William H. Murray*

0539

<i>Superior</i>	Court,
<i>Range</i>	County.
<i>William H. Mundy</i>	
against	
<i>Elysi Porech</i>	
<i>Applicant</i>	
<i>for</i>	
<i>Order of Discharge</i>	
<i>WILLIAM H. MUNDY,</i>	
Attorney for <i>proff infans</i>	
No. 176 BROADWAY,	
NEW YORK.	
Due and timely service is hereby admitted of a copy of the within	
Dated, N. Y.,	188
To	<i>Sent Feb 19/83</i>
	<i>S. A. S. 24/83</i>
<i>K-60</i>	Attorney.
Joseph Pilson, Print. 215 William St., N. Y.	







and to the same, and every part and parcel thereof, with the appurtenances: To have and to hold  
the above granted, bargained and described premises, with the appurtenances, unto the said party of  
the second part his heirs and assigns, to his and their own proper use, benefit and behoof forever.

And the said Babeta Bacon for myself my heirs  
executors and administrators, do hereby covenant, grant and agree to and with the said  
party of the second part, his heirs and assigns, that the said Babeta Bacon  
at the time of the sealing and delivery of these presents, is lawfully seized in  
fee simple of a good, absolute and indefeasible estate of inheritance  
in fee simple, of, and in all and singular the above granted and described premises, with the appurtenances  
and heretofore good right.

full power and lawful authority, to grant, bargain, sell and convey the same, in manner aforesaid:  
And that the said party of the second part, his heirs and assigns, shall and may at all times  
hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises, and  
every part and parcel thereof, with the appurtenances, without any let, suit trouble, molestation, eviction, or  
disturbance of the said party of the first part, his heirs or assigns, or of any other person or  
persons lawfully claiming or to claim the same: And that the same now are free, clear, discharged and  
unencumbered, of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments  
and encumbrances of what nature or kind soever.

And also, that the said party of the first part, and her heirs, and all and every person or persons  
whomsoever, lawfully or equitably deriving any estate, right, title or interest, of, in, or to the heretofore  
granted premises, by, from, under or in trust for any or all of them, shall and will, at any time or  
times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said  
party of the second part, his heirs and assigns, make, do and execute, or cause to be made, done and  
executed, all and every such father and other lawful and reasonable acts, conveyances and assurances in the  
law, for the better and more effectually vesting and confirming the premises hereby granted or so intended to  
be, in and to the said party of the second part, his heirs and assigns forever, as by the said party  
of the second part, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably  
advised or required: And the said Babeta Bacon her heirs and assigns

heirs, the above described and hereby granted and released premises, and  
every part and parcel thereof, with the appurtenances, unto the said party of the second part, his  
heirs and assigns, against the said party of the first part, and his heirs, and against all and every  
person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and  
by these presents forever defend.

In Witness whereof, the said party has  
hand and seal the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF

H. M. Gresham

hereto set her

Babeta Bacon (S)



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Office of the Register of Deeds, &c. } ss.  
City and County of New York.

*Revised* I have compared the annexed copy with an Instrument  
in this office, on the *23<sup>rd</sup>* day of *September*  
A.D. *1887* at *2 o'clock* min. *P.M.* in *the*  
*16.5* *of* *the* *page* *409*  
and certify the same to be a correct Transcript therefrom, and of the  
whole of said Instrument.

In testimony whereof, I have hereunto subscribed my name and  
affixed my official seal, this *23<sup>rd</sup>* day of *Aug* 18*87*

*John R. Kelly*  
Register.

State of New York } ss.  
 of New York  
 County of New York

On the twenty third day of September in the year one thousand eight hundred and Eighty one before me personally came Pabela-Dean

to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and who acknowledged that she executed the same.

H. M. Lecheid-  
 Notary Public  
 N.Y. Co. No 15-

George Lecheid, at a meeting of H. M. Lecheid-Sept 23, 1881  
 at 12 o'clock, P. M.

Witness, D. Lecheid  
 J. Lecheid



0544

Babeta Brann

To

William Forntheim

Deed.

Dated September 23<sup>d</sup> 1881

7p2

0545

DE  
CE

Exhibits in case  
of Mr Gornthlein

0546

General Sessions

Supreme Court,

The People

vs.

William Zuntz  
Perjury case

Law Offices of

William H. Mundy,

No. 176 Broadway,

New York, Jan 22 1886

Hon. Randolph B. Hartum

District Attorney &c

Dear Sir

Pardon me for my per-  
-siveness, but I am very anxious to  
hear from you soon. I hope you will  
allow the defendant to be tried  
such soon. I know you are busy, but  
I beg your indulgence in this case, as  
it is of the utmost importance to the  
defendant to have this cloud removed.

With the highest regards,  
believe me, Very Respyly.

Yours Oth. servt.

William H. Mundy  
Atty for def.





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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 for you 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.

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

being duly sworn, deposes and says, he \_\_\_\_\_ served a Subpcena, of which the within is a copy, upon \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_ 188 , by

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

Sworn to before me, this \_\_\_\_\_ }  
day of \_\_\_\_\_ 188 }

\_\_\_\_\_  
Notary Public, N. Y. Co.



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TORN PAGE

General Business

Supreme Court,

The People

vs.

William Zerklin William H. Mundy,

Law Offices of

No. 176 Broadway,

New York, January 18 1886

Hon. Randolph B. Hartine

District Attorney vs

Dear Sir

The defendant herein is a very important witness in a case liable to be tried any day. I very much wish to have removed the cloud on his reputation which his indictment causes. I, therefore, beg leave to renew my appeal to you to have it tried now i.e. - within a few days. There is nothing in the case. He, the def., was discharged in Sumner Cas. on the same identical charge, only before the oath was in another case - but the very same oath, without putting in any defense. I beg your indulgence in the matter, which I earnestly urge the grave necessity to the def. of a speedy trial of the case. I shall advise him to offer no evidence in defense.

Very Respectfully, &amp;c

William H. Mundy

Atty for def.



0550

General Sessions

People

- vs -

William G. Gunttun

R. L. Schaff Esq:

Dear Sir - It would be advisable to subpoena in addition to the witnesses I gave to you, the County Clerk to produce, Gunttun papers in the case of Mundy - vs - Dorset in the Supreme Court, the affidavits of Gunttun made in opposition to the motion, all of which are filed filed April, 24, 1883

Also it would be advisable to get the Judgment Roll filed in the City Court Clerk's office in the case of Dorset - vs - Gunttun & Sperry, all of which was filed March 28, 1885. In addition hereto do not forget to subpoena our Sheriff, Sheriff to produce cross examination of Mr Gunttun in the case of Mundy - vs - Dorset in the Supreme Court.

H. W. Feb 15, 1886

Yours Respectfully  
J. H. Gschwendt

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Page 1  
S. H.  
M. J.

**TORN PAGE**

New York, Feb. 12<sup>th</sup> 1886

Dear Sir

This case is sub. down for the 18th inst. Will you be ready surely to try it. Mr. Zornithin is at work and it is difficult for him to get away. I hope you will be ready. I think that, if you would examine the Evidence, you will agree with me that there is absolutely nothing of the case. The deft. was discharged in Lucas Co. on the same identical charge (except that the affidavit was made in that County) without putting in any defense. It is nothing but a case of unjust prosecution.

Please do me the favor to state if I can rely upon the case being dis-  
-posed of in the 18th.

Very Resptly.  
 Your Obedt. Servant



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TORN PAGE

People

- 25 -

Zornstein

Witnesses for the People -

John L. Shirley - Mayor - 176 Broadway

Friedrich Brettmann - 340 East 33<sup>rd</sup> Street.

Mrs. Eliza David and

John Lortcher - 54 West 31<sup>st</sup> Street.

Barbetta Bram - 8 Spring St. (in care of Mr. Hernlein - Jeweler)

James B. Sheridan - 132 Nassau Street

stenographer, who acted in the case of

Mundy - 25 - Perret on the trial in November,

1884 in the Supreme Court before Judge

Lawrence, and his minutes will show on

my cross-examination that he, <sup>(Zornstein)</sup> swore when

he went on the undertaking in the above

case he (Zornstein) gave and intended

that the house 1329 First Avenue was

his responsibility on said undertaking,

where in fact the agreement, recorded in

the Register's Office, which was made by

Zornstein to said Bram, <sup>himself</sup> that he did not

have any interest in that property &amp; that

everything realized therefrom shall go to

said Bram.

(over)

0554

TORN PAGE

The Judgment Roll in case of *Forrest* vs *Gornett* in the City Court, filed on or about March, 28, 1883, shows that *Gornett* had an outstanding indebtedness <sup>of \$1,000 and interest</sup> at the time of giving said undertaking which he could not pay, and which still remains unpaid although execution has been issued.

Dated N. Y. Jan'y 25, 1885.

H. M. Geschwind  
advocates for the People, the time  
of the arrest of the defendant  
33 Park Row N. Y.

For other information in the People's Brief,  
H. M. G.

*People*

- vs -

*Gornett*

Line of business  
and facts

*H. M. Geschwind*

33 Park Row  
N. Y.

Court of General Sessions of the Peace  
of the City and County of New York.

The People of the State  
of New York,  
against  
William Thompson

The Grand Jury of the City and  
County of New York, by this indictment  
accuse William Thompson of the crime  
of Perjury, committed as follows:

On the tenth day of February  
in the year of our Lord, one thousand  
eight hundred and eighty three, an  
action for malicious prosecution,  
wherein one William H. Mundy was  
plaintiff, and one Virgil Conner was  
defendant, had been duly commenced  
in the Supreme Court of the State of  
New York, in the Second Judicial De-  
partment, to wit: in the County of Erie,  
and on the day and in the year afo-  
resaid, the said William H. Mundy had  
duly applied to the Honorable Charles  
B. Brown, one of the Justices of the  
said Court, for an order for the arrest  
of the said Virgil Conner, the defendant



in the said action, whereupon, in  
 pursuance of the Statute in such case  
 made and provided, and before the  
 granting of such application, the said  
 Honorable Charles C. Brown, as such  
 Justice of the Peace, duly required a written  
 undertaking on the part of the said  
 William H. Mundy, jointly and  
 severally, with two sufficient sureties,  
 to the effect that if the said Chief  
 Justice should render judgment in the  
 said action, or if it should be finally  
 decided that the said William H.  
 Mundy was not entitled to such  
 Order of Arrest, the said William H.  
 Mundy should pay all costs which  
 might be awarded to the said Chief  
 Justice, and all damages which he  
 might sustain by reason of the arrest  
 in the said action, and not exceeding  
 one thousand dollars.

And thereupon the said William  
 H. Mundy, late of the City and County  
 of New York, offered himself to be  
 and became one of the sureties upon  
 such undertaking, and afterwards,  
 to wit: on the day and in the year  
 aforesaid, at the City and County

appeared, did personally appear  
 before one John S. Shultz Esquire,  
 then and there Justice of the Peace  
 in and for the City and County of  
 New York, and did then and there  
 produce and exhibit to the said  
 John S. Shultz Esquire, a certain  
 or appeared, a certain written in-  
 strument, conditioned and to the  
 effect, to wit: appeared, required by  
 the said Charles E. Brown, Justice of the Peace, the  
 same being then and there duly  
 signed and subscribed by the said  
 William Brown in his own name  
 or handwriting, and also a certain  
 affidavit in writing then and there  
 subscribed to the said under-  
 signed, the same being likewise duly  
 signed and subscribed by the said  
 William Brown, and this said  
 affidavit in writing then and there  
 contained divers allegations and  
 statements of and concerning the  
 qualifications of the said William  
 Brown as one of the Justices  
 of the Peace for the County of New York.

And the said William Brown

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now then and there in due form  
of law sworn by the said John  
J. Shady, Esquire, Notary Public  
as aforesaid, and did then and  
there take his corporal oath that  
he the said John J. Shady, Esquire,  
Notary Public as aforesaid, found  
and concerning the truth of  
the matters contained in his said  
affidavit in writing, the said  
John J. Shady, Esquire, as such  
Notary Public as aforesaid, then  
and there having full and com-  
petent power and authority to  
administer the said oath to the  
said William Wright in that  
behalf.

And it sheweth further that  
now a natural matter whether the  
said William Wright was then  
a resident and a freeholder within  
the State of New York, and worth  
over five hundred dollars in  
the undertaking aforesaid, to wit:  
over the sum of two thousand  
dollars, over all the debts and  
liabilities then or then incurred, and  
the sum of five hundred dollars



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that from any and every under an  
 execution, in order that the said  
 the said the Honorable Charles E.  
 Brown might determine whether  
 he would and should accept and  
 approve the said William T. Griffin  
 as one of the parties upon the  
 said matter.

And the said William T. Griffin  
 being so named as defendant, upon  
 his oath of office, before the said  
 John A. Shirley, Judge, of the  
 said county, on the day and in the  
 year aforesaid, at the City and County  
 of Nevada, to waver the said the  
 Honorable Charles E. Brown, Justice  
 of the Peace, from assuming the true  
 jurisdiction and property of him  
 the said William T. Griffin, in and  
 by his said affidavit in writing,  
 containing and concerning his  
 ability and qualifications as one  
 of the parties upon the said  
 matter, then and there solemnly  
 swearing, affirming and declaring  
 that he was, before and now  
 in Nevada and to the effect  
 of the said affidavit.

That the said the said

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The first of these is the fact that the  
 Government has been unable to  
 obtain the necessary funds to  
 carry out its policy of  
 maintaining the peace in  
 the East. The second is the  
 fact that the Government has  
 been unable to obtain the  
 necessary funds to carry out  
 its policy of maintaining the  
 peace in the East. The third  
 is the fact that the Government  
 has been unable to obtain the  
 necessary funds to carry out  
 its policy of maintaining the  
 peace in the East.

to, deposed and said, that the said  
 person, were then and there in all  
 respects worthy, honest and true, as  
 he the said witness said and  
 and there well knew.

And so the Grand Jury said  
 do say: that the said witness  
 on the day and in the year aforesaid,  
 at the City and County aforesaid, by  
 his own act and counsel and of his  
 own free will and consent, and  
 in manner and form aforesaid, unlawfully,  
 and feloniously, committed murder,  
 against the person of the said  
 the State in such case made and  
 provided, and against the peace of  
 the People of the State of New York,  
 and their dignity

Peter B. Jones

District Attorney