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CASE

COURT OF GENERAL SESSIONS OF THE PEACE,

PART III,

THE PEOPLE OF THE STATE OF NEW YORK,

against

MARTIN CONLON,

Before

Hon. JOS. E. NEW-
BURGER, J.,

and a Jury,

1707

Indicted for Grand Larceny in the first degree.

Indictment filed January 18th, 1904.

New York, March 21st, 1904.

1707

APPEARANCES:

For the People,

ASSISTANT DISTRICT ATTORNEY EDWARD SANDFORD.

For the Defendant,

MR. LEWIS STUYVESANT CHANLER.

Peter P. McLoughlin,

Official Stenographer

JAMES N. DARRAH, witness called on behalf of the people, being duly sworn, testified as follows:

I live at No. 100 West 80th Street, New York City. I first saw people's Exhibit 4 a few days before June 23rd, I think about the 21st of June, 1902. I received it by mail from Mr. E. B. Beecher of New Haven, Connecticut.

I received it from the maker of the note. I received it for value. I delivered People's Exhibit 4 to Theodore F. Sharp, 45 Liberty Street. When that note came into my possession it became my property. I instructed Mr. Sharp--

I directed Mr. Sharp, and I told him to have the note discounted for my own benefit.

I know the defendant, Martin Conlon, and I first met him in February, I think, 1903. I had a conversation with him at that time, in regard to this note People's Exhibit No. 4. That conversation was at No. 20 Broad Street.

I asked him about the note and whether he had received any of the proceeds of it. I told him that Mr. Ensign had come to me, sometime previously, and stated to me that he wanted to vindicate himself by bringing Conlon to me.

He asked me if I would meet Mr. Conlon, and I said I would be glad to do so; and I said, "Mr. Conlon, I

am very glad that you have come here, because I would like to---

I have a very sore throat. I told Mr. Conlon "I was very glad to meet him, as I wanted to know about where the proceeds of this note had gone to, as I had received none of it".

He told me, Mr. Conlon said that he had not received any money on this note, and then I said to him that I had been informed that he had given it to a man named Norden.

I asked him if that were true and he said it was, and that he had delivered it to a man named E. J. Norden, of St. Marks Place, this city, but that he had received no money from that note.

I then said to him that Mr. Ensign had reported to me that he had a conversation with Mr. Norden, in which he stated that he had delivered a part of the proceeds of this note to Mr. Conlon.

Mr. Conlon said, "It is not true, I never received a dollar of it, and it is news to me personally that Norden ever received any money from this note."

I did hear that he--He said that it was news to him that Norden had ever received any money from this note, as he had no personal knowledge of the transaction, but

that he had -- This was in February, 1903.

I told him that-- when I said to him--I was down south in July, 1902, and when I came back I made a demand upon Mr. Sharp for the note and he told me that ---

This is what I said to Conlon; I told Conlon that Mr. Sharp had said that he had given the note to a man named Whelply and that Whelply, whom I did not know, had given the note to a man named Ensign and that Ensign, then present, --Mr. Ensign being there--says that he gave the note to you.

Mr. Conlon says, "I received the note". I told Mr. Conlon that I had instructed Mr.---I said to Mr. Conlon that I told Mr. Beecher not to pay this note when it matured as we wanted to trade into whose hands it was, and that, therefore, the note was protested and it was through that that I became acquainted with Mr. Atwater, who was the owner of the note.

This was in the presence of the defendant, Mr. Ensign, and Mr. Bisby of Stern & Rushmore, and Mr. Conlon; and Mr. Atwater and I got into communication over this note, and he had informed me--or that I since met Mr. Atwater who had discounted the note and he told me he paid \$2,000 to Norden for the note.

I think Conlon said that ---My best recollection is that he said --Mr. Conlon said that he was informed or heard that \$1,700 had been paid to Norden on the note and I said, "No more than that , because I have it direct from Mr. Atwater that he paid \$2,000 to Norden for the note".

I saw Conlon again in regard to this note; but I should say there was a little more conversation at that meeting.

He said that while he had received not a dollar out of the money that he felt that he was morally bound to pay for it; that he had some---that he could not pay the money then, but that he was willing to give a mortgage on some chicken farm down in Long Island, I forget what part of Long Island it was. I could not recall the name now.

He said that he would give a mortgage and the property was worth more than sufficient to pay back the proceeds of the note; and he also said that he would speak to Norden about the matter; that he was trying to see Mr. Norden, but that Mr. Norden was down south, I think in Delaware, my best recollection is in Wilmington Delaware, I believe, and then he got up to go.

Mr. Bisby of Stern & Rushmore was present and asked him a few questions. He was from Stern & Rushmore's. Mr.

Bisoy asked him if he was positive that he had never received any money and Mr. Conlon said "Absolutely positive he never received a dollar from Mr. Norden"; then I said to Mr. Conlon isn't it very strange if you gave this note to Norden you didn't demand the proceeds from it and Mr. Conlon said "I don't like to get anybody in trouble.

I don't want to have any trouble over this and I am willing to pay it back if you give me time, and in order to secure you I will give you a mortgage on this property down in Long Island"; and at the end he said, going out, as he was going out of the door, he said "Mr. Darrah, you are not vindictive, are you?". I says "No, not a bit, all I want to know is about the proceeds of this note and who got it. The lawyers are trying to trace it up now"; then he said "Well, Mr. Norden is expecting to make some money on some deal and if he don't pay it I will"; and then he said "Now, you won't do anything about this matter for about a month", and I promised him that I would not.

I met Conlon in August, 1903. Last August, at the Post Office in Broadway and spoke to him about this matter.

I said to Mr. Conlon that he did not come in to see me as he had promised and he said that he had been very busy and had had it in his mind to come and see me and

would do so, but that he wanted to see Norden, so that he would see if he could get some money out of Norden to help take care of this note.

I asked him if he did not receive a letter from the District Attorney's office to call upon them and he said that he had received no letter from the District Attorney's office; and I said, "Well why don't you go"; he says, "I am entirely innocent of this matter, entirely."

I never received a dollar and I have nothing to fear". Then I said to him, "Mr. Conlon, why not come and tell all you know about it. Let us walk to the District Attorney's office".

At that time I said that Mr. Studin had charge of the case, "Let us come and see Mr. Studin of the District Attorney's office", and he said, "Yes, I will go".

"All right", I said, "come along"; he said, "I am not afraid of the District Attorney or anybody else, but I got some other business on hand and I can't go today, but I am willing to go any time". "Well", I said, "now, since then I have heard that Norden has given you most of that money".

He said, "Who told you so"? I said "Mr. Ensign reported it to me": he said, "I never received a dollar of the money". He repeated that statement, and I said, "Mr. Conlon,

it is stated that Mr. Norden can substantiate his claim by check bearing your endorsement." He said, "If there is any such check in evidence they are forgeries."

I said, "Mr. Conlon, it is a very strange state of affairs, I think in justice to yourself, if you are an innocent man, you should come forward and tell all you know about this." That is about all. I did not see him again until after the matter had been brought into the Tombs Police Court."

CROSS EXAMINATION:

I spoke about Stern & Rushmore. This is not Mr. Bisby sitting in front of me. He is Mr. Stern's son, and he is connected with the firm of Stern & Rushmore, my personal counsel.

Mr. Conlon asked me if I was vindictive and I said no. I said I wanted my money. I placed the matter in the hands of Stern & Rushmore and whatever action was taken was taken by them.

I am acting under my lawyer's advice. I gave this case into my lawyer's hands for the purpose of collecting this note. We gave up the hope long ago, of ever collecting any money on this note.

If this note had been paid before the proceedings were actually commenced against Norden in the Police Court,

we would have brought the proceedings before they reached the District Attorney's hands, before any action was taken, criminal action.

I did not testify that I had this conversation with Mr. Conlon on the way to the District Attorney's office and to see Mr. Studin, who had charge of the case.

I said I met Mr. Conlon on Broadway at the Post Office. I had a conversation about going up to the District Attorney's office.

I asked him to go with me to the District Attorney's office. Mr. Conlon, at first accepted; that was in August 1903.

If Mr. Conlon had pulled from his pocket the proceeds of that note and said, "Why here they are, Mr. Norden gave them to me to give you two weeks ago", I would not have stopped the proceedings in the District Attorney's office.

I would not have taken the money without consulting Stern & Rushmore. I don't hesitate a minute--I received this note for shoe and machinery stock.

I gave in exchange stock for it, with the consent of the maker. That stock cost , the development of the thing, I suppose, cost \$150,000. I did not give \$150,000 for a \$2,000 note; I did not say that; I gave part of the stock.

I could not answer what that stock cost me that I gave for that note. There was an agreement between Mr. E. B. Beecher and myself. I could not answer what was the market value of the stock that I gave for this note.

I did not have any market value; it was not at that time --except to those interested. I said it was about February, 1903, that Conlon came to the office of Stern & Rushmore and discussed the payment of this note.

The time I met him in the Post Office was about August the same year; no sir; it might have been the latter part of July. It was not in March.

We did not have on overcoats at that time; I had on a very light suit at the time; it was a very hot day, I remember.

When I had that conversation with Conlon in the presence of Mr. Bisby, of the firm of Stern & Rushmore, Conlon told me that he had heard that Norden received \$1,700 for that note.

I don't recollect him saying what date it was; I don't recollect him making any date--about the time. After receiving this note in exchange for this stock, I gave it to Mr. Sharp and I afterwards told the defendant that I had learned that Mr. Sharp gave it to Mr. Whelply, Mr. Whelply to Mr. Ensign, Mr. Ensign and Mr. Norden to Mr. Atwater; that

is correct. I think that the first criminal proceedings in this case were taken up against Mr. Norden.

Up to the conviction of Mr. Norden I had not received any portion of the payment of that note; not a penny. Criminal proceedings were commenced against Mr. Conlon.

Up to this time I have not received any payment on the proceeds of that note; none whatever.

Mr. Bisby was present at this conversation in February. Mr. Bisby was there ahead of me. I was present in the Police Court at the proceedings against Norden.

I could not hear very well the proceedings in the Police Court, because they were all grouped around the Magistrate and I would not like to swear one way or the other what I had heard; I could only hear occasional scraps of the testimony.

I did not hear the testimony on the trial; the witnesses were excluded from that trial; I was out in the corridor.

A N D R E W J. E N S I G N, a witness called on behalf of the People, being duly sworn, testified as follows:

I live at 310 Livingston Street, Brooklyn. I am a lawyer, and was admitted to practice 1858. I recognize People's Exhibit 4; I first saw it about the first of July,

1902; it was in the possession of James Whelply. I got it from James Whelply.

I received instructions from Mr. Whelply to get it discounted at the time I received it; deduct ten per cent from it and pay him back the balance of the money.

I know the defendant, Martin Conlon, and have known him three or four years, in this city. I had a conversation with the defendant, Conlon, about that note.

I had that conversation just prior to giving him the note, along about the first part of July, 1902; I told him about the note.

I knew Mr. Conlon was from New Haven or supposed he was, I understood so and this note was made by a Mr. Beecher living in New Haven; I also asked him about the note; he said that he knew Mr. Beecher and that he was perfectly responsible and if the note was genuine he could get it discounted; he wanted I should go and get the note.

He said he knew Mr. Beecher and knew he was responsible, and if the note was genuine he could get it discounted.

I told him that I could get the note and the terms would be ten per cent discount if he could get it discounted. We would get ten per cent commission, and if he could get it discounted, and so he says, "Go and get the note".

I went and got the note; he said that he was not going to be in the office that afternoon, to leave it with his typewriter and I went and got the note from Mr. Whelply and left it with his typewriter so he could get it in the afternoon when he came in. I did that.

I told him that I understood that Mr. Whelply told me that there were four notes of \$2500 each, making \$10,000 and he said, "Get them all"; but I didn't get but this one.

I saw the defendant in and out--I can't say when I saw him after that--he said he had spent the note up to New Haven to see about it, or rather had sent it up to Connecticut to a bank outside; I told him it must ^{not} be discounted in New Haven but it must go to some place outside, and he said it would go to some bank, I think, Darian, or some place like that; I don't remember the name.

That was a day or two after I delivered it to him; a day or two after; then after that he told me--right along about that time, I won't say exactly what date, he said that the note had been presented to Mr. Beecher and it was a genuine note, but he said that the bank hesitated about taking it because there had been some other notes of that kind out.

This conversation was in his office, at 150 Nassau Street. It was along the first of July; I cannot say

the date exactly of July, but along the first part of July, the fourth, fifth or sixth or seventh, along there somewhere.

Nothing more was said at that time about the other three notes--I told him I could only get this note at that time. I saw him shortly after that.

Whelply came up--it must have been five or six days, we didn't get the money and Whelply came up, he came to my office every day for the note and I said to him go over with me and see Mr. Conlon"; I took him over and introduced him to Mr. Conlon, and I said, "Settle this matter yourselves".

Mr. Conlon said that he hadn't heard from up there, that he didn't get the money and he was going up to New Haven, or up into Connecticut and he would go up and see about it and he would either bring the money or the note.

Norden's name was not mentioned at that time. I never knew that Mr. Norden had anything to do with it until along in November after that. I went to his office dozens of times, and never found him there; they said he was out of town.

I wrote to him a good many times and went to his house four or five times and never could find him. Yes; that is my handwriting.

After that time I went to see the defendant Conlon with Mr. Whelply; I did not see the defendant again until November; that is right.

I had a conversation with him in November at my house in Brooklyn; he came there one night. He was brought in there through an acquaintance and he said he came in to see me about the note and then was the first time that I ever knew that---I cannot give you all the conversation.

He said that the note had been discounted by Norden and that Norden had never paid him over the money, but he said that he would settle it.

I don't know whether he told me Norden's full name; I knew myself; I knew it was Edwin J. Norden. His office had been, that previous summer, at No. 9 St. Marks Avenue; St. Marks Place.

That was the first time that Norden's name was mentioned to me by any person in connection with this note.

I said, "Why didn't you come and tell me about this note. Why do you refrain? Why did you refrain from it and he said he didn't want to get Norden into trouble."

There was considerable talk, but that was the substance, that Norden had got the note discounted and had used the money and Conlon had not come to me because he did not want to get Norden into trouble.

I think he said xxxxxx \$1200 xxxxxxxxxx. xixxaw

I think he said he got \$1800 for the note. I saw him again several times after that; he came to my office at 302 Broadway. I didn't have much talk with him.

I was present at the time of the conversation; I introduced them and left them to do the talking. I heard the conversation.

It was substantially that Norden had gotten the money on the note and that he Conlon never got any but he would pay it, because he felt in honor bound to pay it.

I don't remember anything about whether his endorsement appeared on it. I don't remember if anybody said he was legally liable to pay that note.

The arrangement was this, I said that we would get a ten per cent commission, and he said that the attorney on the bank would take that note and get it discounted at his bank and there would be something to be paid and I said, "Whatever the charges are for the attorney or to the bank take them out and then we will divide the balance which is left of the ten per cent".

I know this was in the first part of July; I could not say what date in July. I won't say whether it was before the fourth or after the fourth or after the fifth; the fifth or sixth, along there somewhere. I should think it wasn't later than the tenth; I should think it was before

the tenth.

CROSS EXAMINATION:

I don't recollect any question being asked as to whether Mr. Conlon's name was endorsed on that note.

I think that conversation was had prior to my meeting Mr. Conlon with Mr. Whelply. At the time when Whelply was there I don't remember of seeing Mr. Conlon after I saw him with Mr. Whelply at his office until in the November following; that was the time I said was about July; about July.

I had that conversation with Mr. Conlon first about getting the note discounted in the first part of July, just a few days, some four or five days perhaps prior to that.

I did not see Mr. Conlon, a week from the time of my having given him this note and sometime in November when he told me that Norden had received the proceeds of it. He told me that Norden had received the proceeds in November.

After I saw him with Mr. Whelply I did not -- I don't remember of seeing him until in November. Mr. Conlon called on me in my house in Brooklyn. I don't remember the exact language he used on that occasion; I only remember the substance.

I don't know whether it was him or I began the conversation; I can't tell you that; he came in with a young

man, an acquaintance, and they said they came in to talk about that note; it was in the evening, and who it was that first spoke about it I cannot tell you.

He did tell me that he had heard or that he had found that Norden had received the proceeds of that note. He did not tell me at the time that Norden had sold the note.

He told me that he understood that Norden had received \$1800 for it. Mr. Conlon did, at one time, speak of this note having been hawked about various banks in Connecticut. He said that he would send up to Connecticut and find out if it was a genuine note.

At some time he told me that it was a genuine note but that the note had been hawked about; I can't tell you whether it was just the same occasion or not; I don't know, but he did speak of that, that is true.

He might have said something to Mr. Whelply about this note being hawked about, that he had not understood when he got the note, that it was a note that had been offered to other people, that he thought it was a new note, or words to that effect; I would not say yes or no to that.

I told him where I got the note and for what purpose I received it. I told him I had received it from James Whelply of 32 Broadway to get the note discounted and to

take out ten per cent commission and to hand them back the money; to hand the money to this man Whelply, whom I represented; he was simply a broker as I understand it. He was a note broker.

James Darrah's name was on that note, and none other at the time I handed it to the defendant; at the time I handed it to the defendant there was none other than that.

I made an effort to get the note all through the summer of 1902; I went to Mr. Conlon's room, his house; I went there a half dozen times; I saw his wife; she didn't know where he was and I wrote him a half a dozen letters; I felt very much anxiety about it and I wanted to get the note.

The defendant was to hand back the proceeds of the note back to me when discounted. The commission was to be--he was to take out the expenses at the bank and then the ten per cent which was left --what was left of that ten per cent was to be divided equally between him and me and all over the ten per cent was to be handed to me to hand back to the owner of the note.

That was the bargain between him and me. That is my signature. I wrote that letter to Norden, March 22nd, 1903; that is my letter; I wrote a good many of them. That is my writing. I had been given this note by Mr. Whelply

to get it discounted. Mr. Whelply has never made any charge against me; or no one else.

That is my handwriting. I wrote postal cards and letters until I got tired of it. I presume that is one of them. I cannot tell you what time it is dated. That is right; 1902.

WILLIAM J. ATWATER, called as a witness on behalf of the people, being duly sworn, testified as follows:

I live in New Haven, Connecticut. I first saw People's Exhibit 4 in the hands of a man named Norden; Edwin J. Norden.

He is the man who was convicted here. I saw it in New Haven, Connecticut in my office. It was about --I first heard of him about ten o'clock in the morning.

I heard of him through a man named Isbell. I went from my office to Mr. Isbell's office and there I met Mr. Norden. I don't know that Mr. Isbell is a partner of Mr. John J. Shea. He used to be in the office with him.

I saw this note again in the afternoon; I saw it about 12 o'clock; about one hour after that I bought the note from Mr. Norden whose name is endorsed on the back. I paid two thousand dollars for it, in bills.

He took the two thousand dollars and went away with it. I did not see him after that until I came to New York to testify. That note has been paid by Mr. Beecher. I knew Mr. Beecher when I bought the note, or I should not have bought it if I did not.

CROSS EXAMINATION:

When Mr. Norden negotiated with me for the sale of this note, he did not tell me he was acting for Mr. Conlon, the defendant in this case.

EDWIN J. NORDEN, a witness for the People,
being duly sworn, testified as follows:

I live at 108 East 124th Street. I am a married man, and have been married ten years. I know the defendant, Martin Conlon.

I have known him about two years; about two years and a half I guess. I do not remember the day I was arrested; it was about October, 1903; about the fifth; about that time.

I was arraigned at the Tombs Police Court; downstairs in this building and then was held for trial, on the charge of stealing the proceeds of the note, People's Exhibit 4.

I was tried in this court room in the middle of

the month of December, 1903 and was convicted of that crime.

I first saw People's Exhibit 4 some time about the first of July, 1902. Mr. Conlon had it at that time. I believe it was in the evening; that was in Harlem, I believe, I first saw that note. It was in the street.

I had a conversation with the defendant at that time. Whether I could dispose of the note or not, or whether if he let me take it to New Haven, whether I could dispose of it there; I told him I thought I could; he told me of several parties to take it to in New Haven and I did so.

I went to New Haven in a few days; I don't know whether the same day or a very few days thereafter.

When Conlon gave me this note he told me to discount it; that was the first time he gave it to me. The first time I got it I was to see if the note was a bona fide note, whether Mr. Beecher's signature was genuine.

He told me to go up and verify the note; to see Beecher. I saw Beecher; I believe it was the same night or the next night; I am not very sure about that.

I went to New Haven right at that time. I got the note in the evening, and I went to New Haven that same night I believe; not on the night train; I must have gone the next morning, because I saw Mr. Beecher in the morning, the next morning, in New Haven.

I had a conversation with Mr. Beecher in regard to this note. I verified the signature of Mr. Beecher and I came right back to New York. I saw the defendant Conlon just as soon as I returned.

I told him that I had verified the signature of Mr. Beecher; said it was his signature and the note was all right. Then he said the note could be sold in New Haven and I told him the note could be sold there if he wished and he said, "ALL right".

He gave me several parties names to see in New Haven and I went to see them; I went up to New Haven at that time. I am not sure whether it was one or two days after the first visit to New Haven; it was around the first of July, some time.

I see by this book it was the 17th of July. My second visit to New Haven was the 17th of July. It was in regard to this note. I saw the different persons that the defendant told me to interview for the purpose of discounting the note.

I went to about four persons in that way. One of them was an attorney, Mr. Matt Reynolds, another was a man named Cronin and then Mr. Isbell. I don't think the defendant had given me Isbell's name. There was another man, a note broker there, but I do not remember his name.

I saw Mr. Isbell very early in the morning. I was to dispose of this note and return the proceeds to him. The defendant did not tell me to sell that note for anything I could get for it, and take my expenses out of it.

The first I saw of Mr. Atwater was in Mr. Isbell's office. I did not have a conversation with Mr. Atwater. Mr. Isbell had a conversation with Mr. Atwater. I did not hear the conversation in regard to this note.

The man Isbell had got to buy the note. Mr. Isbell was acting as the broker, through him I was to sell the note and I heard Mr. Atwater at the time telephone to some bank in reference to Mr. Beecher, right in Mr. Isbell's office.

I was asking \$2250 for this note, and after some talk I had finally settled on two thousand dollars. I telephoned to New York before I sold the note.

I telephoned to Mr. Conlon, to 9 St. Marks Place, my own office. I had an appointment with Mr. Conlon; I had an appointment on the telephone with him; he was to call me up at twelve o'clock sharp.

He was to call me up at the Public telephone station at New Haven. I went to the Station at twelve o'clock and had a talk with some one; with Mr. Conlon; I talked with him over the telephone.

I told Mr. Conlon that I had got an offer of two thousand dollars for the note, and asked him whether I should take two thousand dollars or not and he immediately said, "Yes", "Take two thousand dollars and come to New York as quick as you can", which I done.

I was to meet him when I got to New York. Mr. F. E. Albinger was with me in New Haven; he went up with me, and came back with me. I came back on the train that reaches here about half-past seven or eight o'clock in the evening.

I had two thousand dollars with me, less some commissions that I had paid. I had paid in commissions about \$95 or \$100. I paid them to Mr. Isbell and Mr. Shea.

I paid Isbell \$75. I paid Shea \$20. That made \$95 out of the money. I paid my expenses out of the money; Mr. Albinger's expenses also. He went up to see about some lots up there, to look over some lots.

When I got back to New York I had something over eighteen hundred dollars. I went to the Grand Union Hotel where I had an appointment to meet Mr. Conlon; that appointment having been made over the telephone. I took the money with me. I saw Conlon there. I went in the restaurant; we sat down and had a steak there. The three of us sat down; Mr. Albinger, Mr. Conlon and myself; we figured on the bill of fare the expenses which I had paid for the commission, what I

had paid for expenses, and I turned the balance of the money over then.

I handed Conlon about eighteen hundred dollars; that was the very money I received; it was in a large envelope and I kept it there all day.

I saw Conlon again. I saw him the next day at my office in 9 St. Marks Place in the County of New York. I had a conversation with him in regard to this money.

He said to me, "I haven't any bank account. You better open an account and put this money in it. When I want money I shall come to you for it and draw on you from time to time for this money". We had a nother contract on. So I did that.

He did not state to me why he hadn't any bank account. I said nothing to Mr. Atwater about Mr. Conlon, about his having sent me with the note or anything about that.

I testified yesterday that I received this note from the defendant, Conlon, early in July, 1902. That, as to the note the first instructions I received from Conlon were to take the note to New Haven, see the maker, Mr. E. B. Beecher, and ascertain from him whether or not the note was genuine and had been given for value; that is correct.

In pursuance of those instructions I went to New Haven and saw Mr. Beecher and had a conversation with him in

regard to the note. I came back to New York and saw the defendant Conlon and had a conversation with him in regard to what had been said by Mr. Beecher. That is correct.

I went to Mr. Beecher's office and I asked Mr. Beecher ---I told Mr. Conlon that I saw Mr. Beecher and Mr. Beecher verified the signature and I also verified Mr. Darrah's signature. I also verified Mr. Darrah's signature through Mr. Beecher.

I told Mr. Conlon that I had seen Mr. Beecher and asked him the following questions: "Is that your note?" "Yes"; "was that given for value received?" "Yes." "Is that Mr. Darrah's signature?" "Yes." That was all the conversation I had with Mr. Beecher.

I had a further conversation with the defendant, Conlon, in regard to the note, People's Exhibit 4, in reference to the discount of it, the disposing of it.

I was to take the note and dispose of it, either discount it or dispose of it; I tried to discount the note in New York City.

The note was in the Varick Bank for a week or maybe not quite a week put there for their disposition, to see whether they would discount it, and they refused, and I tried some other process here in New York and they also refused to discount the note; I reported that to Mr. Conlon

and he finally gave me the names of several people in New Haven.

He gave me the names of Matthew Reynolds, an attorney in New Haven, at the Exchange Building; and Mr. Cronin, in the First National Bank Building, and there was another broker on Church Street, I believe his name was Block, I am not sure though; and I tried to discount the note with these people.

He told me to try and discount it with them. He told me, if I failed to discount it, to try and dispose of it; try and sell it. ?

At that time there was nothing said except ten per cent discount, of which I was to get one half; ten per cent commission. He told me about the ten per cent commission.

I was to get ten per cent commission from him. He said he got ten per cent and he would split that with me. He was to receive ten per cent for his services in discounting the note.

I was to receive one half thereof for my services. I took the note to New Haven. Before I went I had this conversation in regard to who I should see there. I had this conversation with the defendant.

I went to New Haven for the second time in regard to this note on the seventeenth of July, 1902. That date I

fix by the bank book you showed me.

I went to New Haven on the seventeenth of July; Mr. Albinger went with me; his name is Frank E. Albinger; I have seen him here in this building this morning.

We started for New Haven at twelve o'clock at night, on the midnight boat. We got to New Haven very early in the morning, and the first thing we did was to have breakfast.

After that I stopped in to see Mr. Shea; I did not see him; I stopped at his office and did not see him. There was nobody there. I went from there over to Mr. Reynolds's office; that is the Mr. Reynolds referred to by Mr. Conlon.

It was rather early to see anybody and I waited around for say an hour and finally I went into Mr. Reynolds' office and he wasn't in then; I understood he was in court, and I left word that I had a reference from Mr. Conlon to see him.

I left either a note there or word, I won't be sure which; I then went back to Mr. Shea's office and he was not in then, and I traveled then to Mr. Cronin's office; I went to Mr. Cronin's office --

Mr. Cronin is one of the parties that Mr. Conlon sent me to, and I spoke to Mr. Cronin about discounting this note and Mr. Cronin looked it over and told me to come back again in about an hour.

From there I went to this other broker's office, on Church Street, and he also took a copy of the note and told me to come back in an hour. I went back to Mr. Shea's office on Chapel Street, and I saw Mr. Isbell.

Mr. Isbell is Mr. Shea's partner. I asked Mr. Isbell about the note before -- but I thought I might ask him and he might find a taker for the note.

I spoke to Mr. Isbell and he said that he had a man that would buy it and he said he would see him and that I should come back in an hour.

Having these three appointments I made the rounds again to Mr. Reynolds; I met Mr. Reynolds and Mr. Reynolds refused to do anything about it because he said he could not discount the note in New Haven, that if he done anything with it he would have to take it out to some other bank in Essex, in Connecticut.

He told me he was the attorney for this bank; and I told him that I could not wait two or three days for it and he could not go out at that time and I cut him out of it; I didn't bother with him any more. I went back to Mr. Cronin and he refused to discount it.

He said he hadn't the money to spare just then to discount the note, that he thought the note was all right, but he couldn't discount it; I went to Mr. Block and he had

not got back from his message and then I went back to Mr.--

After I came back I reported all this to Mr. Conlon; I reported each and every step. I told him everything pertaining to this note, every step which I had made.

I got to Mr. Isbell's office and Mr. Isbell said that he thought he had a man who would buy it at a discount, that he was quite a note shaver and if he bought it it would be at quite some discount;

I didn't know whether I had authority to sell it at any liberal discount and I told him to get me a figure and I would submit it, that I had an appointment with the man that owned the note, or that I got it from, and I would submit it to him.

He went out and I waited there in his office; he came back with a man whom I did not know at that time; that was William J. Atwater; I had very little, if any, conversation with him that I can remember; I don't believe I had a word with him then.

He went to the telephone and there was some talk over the telephone to some bank which he had telephoned to in regard to this note. Mr. Isbell then took me in the hall and had a conversation with me and finally offered me \$2,000 for this note.

I told him I wanted time to consider that and submit it to my other party, the party who was interested in the note, and I told him I would let him know about noon; I had an appointment --well, that isn't what I said to Mr. Conlon.

Before I went to New Haven I had made arrangements with the defendant for communication with him. I had an appointment with him on the telephone; he was to call me up at the Central office in New Haven about noon.

He was to call me from my office at 9 St. Marks Place. I went back to see this other broker whom I missed on Chapel Street; I did not see him then and it was drawing near the time I had the appointment on the telephone, and then I went to the telephone office.

I waited there a few minutes and finally the operator said, called my name, "Mr. Norden, somebody would like to see you, somebody would like to see you on the telephone."

I went to the telephone; Mr. Albinger was with me. I had a conversation over the telephone with Mr. Conlon. I told him I could not sell the note, or could not discount the note through any of them at once.

I told him I had received an offer from Mr. Atwater of \$2000 for the note, through Mr. Isbell, and that I would have to pay the commission out of that and he said to me,

"Well, sell it" and he asked me when I thought I would be back in New York and I told him I would let him know later; I would call him up on the telephone; to wait there at the office for me, that I would call him up on the telephone later in the afternoon and let him know what time I would be back in New York.

As near as I can remember that is all the conversation we had over the telephone. I am giving my best recollection of what was said nearly two years ago.

There was some conversation when I told him that Mr. Atwater was the man--there was some conversation but I don't remember what it was.

There was some talk of that kind on account of what I learned later that --I went back to Mr. Isbell's office. Mr. Albinger went with me.

I told Mr. Isbell that I would accept the offer and he went, I think he went out alone or I went with him to Mr. Atwater's office, I won't be sure of that.

I saw Mr. Atwater again; the next time I saw him was at his office. There was some talk in regard to, in reference to the note, and he then made out his check and sent it to his bank for the cash to pay me.

I stayed in Mr. Atwater's office; Mr. Albinger was with me; we stayed for a few minutes and then we left.

I don't remember whether Shea was there or not; I cannot recall that fact.

This man finally came back from the bank with the money and Mr. Atwater paid me the money; he paid it in cash, in bills. He gave me \$2,000. in bills. I handed him the note and he asked me to put my name on it.

I wrote "Edwin J. Norden" on People's Exhibit 4. Then, I believe, Mr. Isbell came in after that and we walked over to Mr. Isbell's office.

Mr. Shea was there or came in about that time. It was about half past twelve or one o'clock. It might have been half past one, I can't remember the hour exactly, it is two years ago.

I paid Mr. Shea or Mr. Isbell \$75. Mr. Isbell and I had some talk in reference to some real estate trades and so forth.

That had nothing to do with this transaction; then I went out with Mr. Albinger and Mr. Shea; we went on the street and I invited Mr. Shea to have something to drink with me and we went to a saloon and we had something to drink.

I says to Mr. Shea, "I made some trade with you and we have had some business together", I says, "I will

give you \$20 ", I says, "to cover what business we have had together and the little commissions that I owe you".

I then telephoned to Mr. Conlon. I communicated with Mr. Conlon after I received the \$2,000 and before I started for New York.

The communication was over the telephone; I called him up from New Haven, from the Central office. I called up 1858 18th Street, which is the number of 9 St. Marks Place, my office.

He was there. I should say that was --Mr. Sandford, you are pinning me down to the time; I can only guess about the time.

I should say it was about two o'clock sometime; it might have been near three. I told him I had sold the note and I had the money in my pocket and that I would come to New York on the next train.

He says, "All right"; he says, "Now, I will tell you where to meet me." We made an appointment at the Grand Union Hotel.

The train I came on was somewhere about five or six o'clock, as near as I can recollect. I left New Haven at 4:30; I won't be sure of that.

I arrived in New York about half past seven, about the time to eat supper, because I was very hungry, I recol-

lect very well.

I arrived at the Grand Central Station in the County of New York. When I arrived there I had with me the very same money I received from Mr. Atwater, less the \$75 that I paid to Isbell and the \$20 I paid to Shea.

I had those bills in my pocket in a large envelope. From the Grand Central Station I went right over to the grand Union Hotel across the street. This was in the county of New York.

I saw Mr. Conlon. Mr. Albinger was with me; he came from New Haven with me; he had been with me all day. I met Mr. Conlon at the Grand Union Hotel and I told him I had done the business as per his request, and I told him we were very hungry, let us have some supper".

We had supper. We sat down, and on the same bill of fare that we ordered from I figured the expenses and commissions and everything to him and I handed him over the balance of the money. I handed him \$1800.

I handed him the same money that I had received from Mr. Atwater, less the commissions and what he paid me. I received \$100 out of the money I handed him, and out of the money that I brought back from New Haven.

I did not take it out before I handed it to him; I just laid the envelope on the table; I figured up --I

won't say whether I did or whether I did not, Mr. Sandford, I could not. I don't recollect that detail.

Out of the money, I took \$100, that is my share of the commission, or Mr. Conlon took it out and handed it to me; either one, I don't know which.

I handed the balance of the money to Mr. Conlon, and he kept it then; he took the money then; I told him I was stopping at Sheepshead Bay then and going out there late at night.

I says, "You are in New York. You better take this money, it is yours, and take care of it. I don't want to carry it out into the country with me where there is no protection of any kind".

I did not care to have the responsibility of it and I handed it over to him; and after we had supper he went his way and I went to Sheepshead Bay.

He had the money. I did not see Mr. Conlon until the next morning, and then I saw him at No. 9 St. Marks Place. I saw him at my own office, and I had a conversation with him.

I talked to him in regard to this affair. Mr. Conlon came to the office about ten o'clock. I think Mr. Conlon and Mr. Albinger were there. At the time Mr. Albinger had his office with me; he was drawing plans for me

at that time. I was a contractor; he was an architect; he was drawing plans there and had an office with me.

I think Mr. Horwitz was there also, Mr. William Horwitz. Mr. Conlon told me that he had this money in his pocket and that he wanted me to deposit it for him; that he hadn't any bank account and that as I am going to do some work for him he would draw on me, from time to time, for whatever cash he wanted.

He gave me the money; he gave me \$1,500, and I deposited it with some money of my own, in the Van Norden Trust Company. I just opened that account. People's Exhibit 11 is the bank book.

I dealt that \$1500 out to Mr. Conlon. The first sum I paid out for Mr. Conlon was I believe, a check for \$72. That is the check, People's Exhibit 12.

Mr. Conlon asked me--he wanted to pay his rent, to send his rent to a Mr. Newington, up in the country and he says to make him out a check for \$72"; I says, "All right, who will I make it out to".

He said, "you better not make it out to me, because I don't want to be connected with any part of this money or anything about it." "Well, I says, "what difference can that make?" "Well, he says, "It is better not, I don't want to be connected with this--I better not be con-

nected with this deal at all".

I says, "Who will I make it out to?" he says, "Make it out to Mr. Albinger". I made it out to Mr. Albinger and Mr. Albinger endorsed it to Mr. Conlon.

He endorsed it with his own name; Mr. Albinger endorsed it with his own name. That looks like Mr. Albinger's handwriting. The words F. E. Albinger is in his handwriting.

There was nothing on the back of that check at the time Mr. Albinger wrote the words "F. E. Albinger" thereon. I am familiar with the handwriting of the defendant, Mr. Conlon; I have seen him write.

That is Mr. Conlon's handwriting; it looks like it anyway. That check passed into the hands of Mr. Conlon. I did see it pass, positively. I handed it to Conlon; I saw the back of it when I handed it to him.

People's Exhibit 13 is a check drawn and signed by me. I signed and drew that check on July 19th 1902. That was the day after the deposit of the \$1500.

I asked Mr. Horwitz to go to the bank and draw that money and bring it to me. Conlon was in the office at that time. I drew this check after having had a conversation with Mr. Conlon.

Mr. Conlon asked me for some money and I told him that --I asked him how much he wanted and he said \$150.

That was the 19th day of July, 1902; the day after I deposited that money. It was then I drew this check which I handed to Mr. Horwitz.

I sent Mr. Horwitz to the bank to get the \$150, and he returned with the \$150, and I told him to hand it to Mr. Conlon.

The defendant Conlon saw this check. I paid to the defendant whenever I could get him to get a check by his own name; he always asked me for cash.

I did hand him some checks drawn to his order. Those checks that I handed to him, drawn to his order, I handed them as part of the \$1500.

Those are the checks. These checks drawn to the order of Conlon, I handed to Conlon; each of them. From the day that I gave Martin Conlon each one of these checks until the time that you received them back from the bank I did not see those checks at all.

Those two checks dated August 11th and August 14th, 1902 respectively, were drawn and signed by me. I had a conversation with the defendant before I drew and signed these checks. The conversation was in regard to the money.

These checks were given in payment of three farms. It was at Smithstown, Long Island, that I drew those checks. I was buying the farm for Mr. Conlon. I was buying the farm

from Mr. CTheron L Smith, that is as a broker; he was the broker in the matter.

I had instructions from Mr. Conlon in regard to paying for that farm. He wanted the place for a hennerly and I was to select the place with him and to build the hennerly and we finally settled on a place at Long Island.

The place was right off Smithtown, a place called Comack; we agreed to pay so much cash; \$160 in cash and the balance in a \$2,000 mortgage; Mr. Conlon's mortgage. The property of Mr. Conlon, covering property at West Haven.

We finally decided on that one and these payments were for the cash payment on this farm for the account of Mr. Conlon. The title to the property was conveyed to Mr. Conlon.

Mr. Albinger was there when these checks were drawn. I paid some money to the defendant which I have no evidence to prove, which I cannot show, but I gave him the cash.

I paid all the expenses at this farm, pertaining to this farm, everything pertaining to it. I bought things for the defendant, Conlon, which were delivered to him on that farm. There were horses and shingles; two horses. I paid Olmstead \$250 on account; the check is there; that is the check.

I cannot recall to my memory any other payments that I made. I had dealings with the firm of William P. Clyde & Company. They were a steamship company and we received from Florida a hundred thousand shingles for the covering of the hen house at Comack, Long Island.

This was the defendant's hen house; they were bringing a hundred thousand shingles from Florida for me for the covering of the hen house at Comack, Long Island, this farm which I had bought for Mr. Conlon.

I paid Clyde & Company the freight bill, about eighty or seventy or ninety dollars, something like that; I don't remember.

That is the check for the freight charges. I paid for the shingles; I paid Marsh & Company \$600; that does not appear in the check. That was payable by a note.

Dieterle carted the shingles from the Clyde Line over to the Northport boat that carried them down to Long Island, at the foot of Fulton Street, the Northport boat.

These are the same whingles I have been referring to; I think only this check was in payment for that Mr. Sandford, I don't think these two were.

These were in payment for some freight, but what I cannot say definitely. I made a payment to the Farm Poultry Publishing Company; that is the check.

The Erie and Lehigh Valley road and several others are there. In regard to each one of these checks, the check was drawn and sent and used by me in payment with the knowledge of the defendant and at his direction.

It was true of these checks, "New York Central Railroad", and the Lehigh Valley Railroad; that was in payment of the freight on a ten horse power engine.

It was a moveable engine and was bought from some engine company in the State; I don't remember the name. It was from the Harder Manufacturing Company at Cobleskill, New York.

I delivered the engine to Mr. Conlon on the farm. Those freight receipts are there somewheres amongst the papers.

The check to the order of the Lehigh Valley Railroad Company is in payment of the freight on steel wire delivered on the farm, to Mr. Conlon; the receipt --

I don't believe I recollect any other payment that I made. There were certain payments made for which I have no vouchers.

For about a year and a half after the 18th day of July, I had conversations with Mr. Conlon in regard to the note. On the 17th day of July, 1902, I was not indebted to Conlon for anything.

Mr. Conlon was at my office every day after the 18th day of July, 1902; I really cannot remember whether there was any conversation; I should say there was.

The matter passed right out of my mind after that, Mr. Sandford. It came into my mind again when there was another note offered me for the same purpose.

That was about six weeks after, and it was offered I believe by a man named Tobin. I did not have any conversation with Conlon in regard to this transaction any more than to say there was another note offered of the same kind to me for discount.

I told him that they had offered another note to me of the same kind and I told the party to get it for me and I would probably sell it for him and he tried to get it for me and I told him then, I says --

I am speaking of what I told Conlon; of what I told Conlon, what conversation I had with Tobin; I says, "They finally refused to give it to me and I asked him why and he told me that they had given a lawyer on Nassau Street a note and they didn't get it back yet."

He then said to me, "Well, don't you say anything about it. Keep your mouth closed". Mr. Conlon said this. That is all of that conversation that I can remember. I should say that was about six weeks after People's Exhibit

4 was discounted; it probably was not quite as late as the first of September, 1902.

After that I had no further conversation with Conlon any more than asking him several times how he came by the note and he said, "Never mind. You keep your mouth closed. It is my responsibility, I will take care of that. It is up to me, it isn't up to you at all".

I was communicated with about this note, People's Exhibit 4 by several people besides Conlon; there was Stern & Rushmore, and Mr. Studin who was then at the District Attorney's office and Mr. Ensign.

I was first communicated with in regard to the note, People's Exhibit 4 the very night or day that the note was due; I remember that well.

That was not in reference to the note there, Mr. Sandford, when I come to think of it; I had other dealings with Mr. Ensign; I had known him.

I first had a communication with Mr. Ensign in regard to the note on the day it fell due; I saw Mr. Ensign about that matter; he came to see me. He said he had given --

I told Conlon of the interview I had with Mr. Ensign. I told him that Mr. Ensign had called to see me and that I had evaded him; through his instructions I did not say anything to anybody about the note.

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I told him I put the old Judge off and didn't talk to him at all, except to let him tell me that he gave Mr. Conlon a note; I just jumbled it away, didn't say anything to him at all. I said that to Conlon.

Conlon said to me all you have to do is to keep your mouth closed and I will take care of your part of it. After that I had a talk with Conlon in regard to this note, when I got a letter from Stern & Rushmore; I showed him the letter. I am not sure whether I have that letter or not.

I told him that a firm of lawyers--they was not the first--that was not Stern & Rushmore at all, the first people that wrote me about it, Mr. Sanford, I am mistaken.

The first people were another firm of lawyers on Wall Street; they called at the office to see me and I evaded them; I did not see them.

Through the instructions of Mr. Conlon I did not see anybody. To sum it all up there was nothing said except for me to keep away and don't see anybody and refer everybody to him and let him see the entire correspondence and all there was to it.

This was in regard to this note, never to say anything to anybody about it. He said he would take care of me whenever the subject came up.

He may have told me he would take care of me five hundred times. I was finally communicated with by Mr. Studin of the District Attorney's office. I had a conversation with Conlon then in regard to the District Attorney's office.

It was just before Mr. Studin left the office; I don't know when it was. I cannot say positively when it was; it was just before, about a month before Mr. Studin left the office.

I told Mr. Conlon that a subpoena server had left a summons or subpoena at my house and what I had better do about it; so he says "Did the subpoena server give it to you"; I says, "No, sir, he did not".

"Well", he says, "then don't take any notice of it", and I took no notice of it. Then I had letters from Stern & Rushmore to come and see them and I didn't come and see them.

I showed those letters to Conlon each time; I didn't get a thing or do anything about this without letting him know.

I proposed to go and see somebody and quiet this thing down, settle it or do something about it; I told him there was going to be trouble about it; I had no business to be pulled into this thing the way I was and he had better

see somebody; he told me, from time to time, that he got word from Mr. Darrah, and that he had met Mr. Darrah, and that he had fixed the thing all up with Mr. Darrah, that he had seen him at his office and then he met Mr. Darrah on the street, and there was some conversation.

He said he met Mr. Darrah, and the thing was all fixed up and nobody need bother about it; he told me this from time to time; I saw Mr. Conlon every night almost; he came to see me if I didn't meet him at the club.

He assured me of the fact. I met him at the Kanawha Club at 124th Street and Lexington Avenue. I was not affiliated with the club; I went in and out of there.

This sort of thing lasted until he was arrested; he was arrested first; he was arrested first on some checks.

I was arrested on this charge and arraigned in the court downstairs, before Magistrate Barlow. I saw the defendant, Conlon, in that court; he was then in court, too.

I had a conversation with him, that is in the way of him running over to me and he says, "You keep your mouth closed, I will attend to this thing for you".

I saw Officer Rappolt there. When Conlon came up and spoke to me, Officer Rappolt took me over, he dragged me over towards the other side of the court room.

I had a conversation with Conlon while he was in the Tombs, when I was arrested; I went to the Tombs for about an hour the first time. I was taken out on bail.

During the hour I was in the Tombs I saw Conlon there. I attracted his attention from the lower tier to the upper tier and told him that I had been arrested.

He says, "What for"; I says, "On the note matter"; he says, "Well, keep your mouth closed and I will attend to it". I got out on bail in about an hour and we were both taken then over to the Police Court.

The conversation in the Tombs was before the Police Court. I got out on bail after the examination in the Police Court. Conlon was taken back to the Tombs.

After I got out on bail I saw Conlon again; I saw him, I believe, in Harlem; I went to his house. That was a few days after the Police Court examination.

We had a conversation there in regard to the note transaction, People's exhibit 4; that was the reason I went to see him. I had a conversation in regard to my having been in Court.

I had nothing to do but keep quiet; that is all I was to do under any condition. Mr. Conlon was to defend me and I had Mr. Campbell and Mr. Settell with him, associated with him. I retained Mr. Campbell and Mr. Settell.

Mr. Conlon was not to defend me--he was to get up the defense for Mr. Campbell and Mr. Settell. That was after Mr. Conlon had come down to Mr. Settell's office.

That office is at 25 Broad Street, Mr. Campbell's office in the Broad Exchange Building and Mr. Campbell and Mr. Settell and Mr. Conlon were there together and they did frame up a defense.

Mr. Conlon made a statement to Mr. Campbell and Mr. Settell and to myself; I was present. Mr. Conlon said he would go on the stand at my trial and simply tell the jury that he gave me that note to do what I pleased with it, to get my expenses out of it if I could.

The result would be, he said, that I would be out on the walk, that I would be acquitted, surely, positively. The testimony that Conlon was to give was reduced to writing by him, to typewriting. I saw the statement that was so reduced to typewriting.

That is the statement. It was reduced to typewriting right there in the room with Mr. Campbell, Mr. Settell, Mr. Conlon and myself; Mr. Glasburg wrote that; he did the manual work. Mr. Conlon read it over after it was written.

I did not see him sign it. I don't believe I heard anything about his having signed it. The question was

never raised as to whether Conlon would not sign the paper because while it was true as far as it went it did not state everything.

The defendant, Conlon, did not, prior to the discount of the note, People's Exhibit 4, instruct me to sell that note for what I could get and pay myself; he did not give me instructions of that kind whatsoever.

I did not demand my expenses until after the note was discounted. The defendant Conlon never told me that he had told Mr. Ensign that "Inasmuch as this paper had been hawked about and could not be discounted, he Conlon, would tell his man to sell the note for what he could get and pay his expenses"; he never told me anything in substance at all like that.

This statement, People's Exhibit 23 was written in Messrs. Campbell & Settell's office 25 Broad Street; they were attorneys. It was written just previous to my trial in this court.

Conlon said it was what he would testify to; it was written for that purpose, for his testifying when he was called as a witness on behalf of the People.

He said that the jury could not convict me with that testimony; he put it in the way that he gave me the note to do as I pleased with it.

The last conversation I had with him was at 125th Street and Lexington Avenue that was the day before my trial, I think it was, the evening of the 20th of October.

I went on trial on the 21st of December, 1903; the evening before that; I took my little boy with me and went around to the club to see him and told him I was going on trial the next day and that it was -- it seemed to me --

I had spoken to several other lawyers in reference to the case and brought it before them and that the testimony that he would give, with the testimony he would put in I would be held anyhow.

I then asked him what if I was convicted, what would happen, and he says, "I will take care of all your affairs"; he says, "I will take care of your wife and you too. You will never serve a day in States Prison."

He did not say how that result would be arrived at; he did not explain that to me; I told him that I would be convicted. I thought, personally, that I would be convicted, and he says, "There is no chance of it, you will not be convicted", and I insisted that I thought I would be.

If I didn't go on the stand, and did keep away from it the jury would have convicted me on that testimony, if I would keep off the stand.

I never said to him that I thought I ought to be a witness in my own behalf; he thought I had better not.

CROSS EXAMINATION:

I was convicted of Grand Larceny in the first degree, in having stolen the proceeds of a note drawn by Mr. Beecher, People's Exhibit 4, and I was convicted in the Court of General Sessions in the City and County of New York.

I received this note from the defendant for the purpose of discounting it, and in the performance of my agreement I discounted the note. Pursuant to that agreement I met the defendant and paid him all that he was entitled to of the proceeds of that note. I acted in this matter honestly for Mr. Conlon.

I was charged with the crime. I was arrested for a crime. I was innocent of it. I thought that Mr. Conlon would testify in my behalf; he said he would.

I had a lawyer; and with him -- I asked that lawyer whether Conlon had testified against me before the Grand Jury and they said he had testified against me.

I should say it was about six weeks before my trial that I had an examination in the Police Court at which Mr. Conlon testified; I should say it was somewhere around the 13th of October.

I should say it was about that time. My trial in the general Sessions was December twenty-first. I remember the question being put to Mr. Conlon, in the Police Court, "Q And did the defendant Norden, ever hand to you, deliver to you or give you in any way, one cent of the proceeds of the discount by him of this note?" and the answer by Mr. Conlon, "Give it to me? No, sir."

I thought that Mr. Conlon had testified in my favor in the Police Court; under the advice of him to let it come out; he said if it went to the Grand Jury I would never be convicted, that he would tell an entirely different story.

I do not think he testified in my favor in the police court; I took him to task for it afterwards.

Probably I heard you ask me these questions. If it is there I did. "You heard his testimony in the Police Court? A No, sir; I heard parts of his testimony. Q Weren't you standing on one side and Conlon on the other and did he not speak in a loud voice? A I heard parts of his testimony. Q You didn't know whether he was playing you false? A No, sir, but you just read it to me, Mr. Chanler."

"Q You had a lawyer there, didn't you? A Yes, sir. Q Didn't you ask your lawyer whether Conlon was for or against you in the Police Court? A Yes; he said he was

for me". I think I did make that answer.

I told you just now that I took Mr. Conlon to task for testifying against me because you refreshed my mind with these proceedings, Mr. Chanler; I remember it distinctly now, what the proceedings were.

The question whether or not Mr. Conlon was playing me false, in the testimony which he gave in the Police Court, did make an impression on my mind.

I have a fairly good memory. This examination in the police court took place shortly after my trial. I believe I told you that I had been told that Conlon was for me in the Police Court and that I hadn't heard exactly what he said then.

Every one of them knew that I had honestly paid this money which I was charged with stealing, back to Conlon, and Mr. Conlon knows it too.

All of them were present, Messrs Settell and Campbell and Glasburg with Mr. Conlon and myself, and in their presence I told them that I had given this money back to Conlon.

Mr. Campbell and Mr. Settell were my counsel upon my trial in this court; they sat by my side at this very table. I remember Conlon testifying upon my trial; I remember it distinctly.

I heard Mr. Conlon testify upon that trial in answer to the question: "Q What did you say to him (meaning Norden) this question was addressed to the defendant Conlon then testifying against me on my trial in this court room" What did you say to him to do? A (By Conlon) I told him (meaning Norden) to go to Mr. Reynolds and tell Mr. Reynolds that the note was all right and have it discounted. Q Didn't you instruct him to have it discounted? A Didn't I say that? Q Whether he could get it discounted by Reynolds or not? A I told him to tell Reynolds to have it discounted in New Haven; I knew it could be discounted if the representations made to me were true. I gave specific instructions that it should be discounted".

I was sitting at this table where Conlon sits now when Conlon made that statement.

I did ask my lawyer why he was testifying that he had given me that note to get it discounted; I did ask him that and I told him I was to be convicted right then and there and Mr. Campbell told Mr. Conlon that I would be.

I was going to sit quiet under that testimony; I was standing pat for him as I did for two years; I stood pat for two years. I am not a martyr by profession.

I remember the defendant Conlon being asked the question: "What were those instructions? A To sell the

note and get his expenses out of it. Q Sell the note to anybody? A Yes, sir; or anywhere".

I positively remember well the question "Did he, Norden, ever pay you, Conlon, any part of the money obtained by him from the sale of this note? A Money that he got for it? Q Yes. A No, sir, he never paid me a dollar of any kind for anything".

I spoke to Mr. Campbell and Mr. Settell both about that and they both said that as long as Mr. Conlon had testified that way to let it go, both of them said, and I said, "I will be convicted sure", and I was convicted --I said that.

I am thirty-seven years old. I have lived in New York a good many years. I know this is a free country. I knew I had a right to get up in court and demand an opportunity to tell the truth and say, "I am not guilty".

Mr. Conlon brought me the proceeds of the note that I gave him on the seventeenth, he brought it to me the following morning, the \$15,000, and gave it to me; it was not a question of keep. I kept it until it was paid out, until there wasn't any more of it there.

He started to get the money right away from it. I kept some of it until October, I presume.

This bank book refers partially to the account, that is all the money I had gotten from Mr. Conlon. I don't believe there was a suggestion made as to which bank it would be deposited in. I selected the bank.

I deposited the money right away, the same day. I opened the account with the money. I hadn't an account before that.

The first item in this book bears date of the 18th of July. The \$2,000 comes from another contract I had; not a similar contract.

I don't know whether or not I kept any separate account as to the money which was drawn on the \$2,000 contract which I deposited on the 30th and the \$1500 account which I deposited on the 18th; I had some books, Mr. Chanler, which have been mislaid or lost.

I did not keep the accounts separate. I drew ~~against~~ against them both; drew against both accounts as far --I don't owe Mr. Conlon any money; on the contrary, I believe Mr. Conlon is in my debt.

I never gave him any bad checks that I know of. I believe these checks were made good; these checks were drawn against uncollected funds, if you notice the dates of the deposits there you will see that they were put against

uncollected funds, which have not been collected yet, I believe, but they were both paid.

I kept the account that Mr. Conlon gave me separate. I believe I gave Mr. Conlon the balance in cash. There was money in the bank. The bank did not rob me.

There was uncollected funds that were drawn against. There was not \$1500 there out of which to pay that --My book says there was a dollar there at that time.

These checks were not paid because they were against uncollected funds. I deposited money and the bank did not give me credit until they had been collected.

I guess \$1500 was gone October 11th; Conlon had gotten it a good deal before that. If these checks were not paid that account was in cash; I would give it to him or check. These checks were not paid against that account.

I paid cash to Mr. Conlon for them since; 100 cents for them. I made these two checks good to Mr. Conlon. I know the exact transaction.

I believe I understand the meaning of the word honest. I am kind of surprised at your asking me if my transactions with Mr. Conlon were perfectly honest transactions; they were. I am surprised you should use the word honest to me.

That is my signature. I know what these are. You need not hide them. That is my signature; they need not be hidden at all.

I bought some \$600 worth of shingles; that was merely the freight on those shingles; the check was for the freight.

I think there was only one account; the one at the Van Norden Trust Company. I paid for the shingles by a note, that was included in the \$1500; it was part of the transaction.

Defendant's Exhibit F is a receipted bill; I know what they are; I know what that is; it is a receipt. It is to Mr. Martin Conlon for the payment of \$600 for 50,000 four and five inch spruce shingles the 15th of September, 1902.

That indicates no money at all. I said that represented no money at all. The \$1500 which Mr. Conlon gave me has been repaid and more than repaid by me to him.

Those payments were made from the funds which he placed in my hands. I believe I have told you of these repayments.

I have not tried to figure it up. I cannot say yes or no, not knowing of payments to the defendant from this fund. I saw the checks which Mr. Sandford had me iden-

tify and which he offered in evidence. I think they are the only checks which I remember having given, directly or indirectly, to Mr. Conlon, in payment for this fund.

When I was in New Haven the first time, Mr. Conlon called me up. On the Police Court Examination I did say that I called Conlon up; the second time I did call him up.

I don't believe I said anything in the Police Court examination --I did call him up. I said so in the Police Court and I say so now.

I don't recollect whether or not I said I called him up at twelve o'clock. I believe I did say something about communicating with Conlon at three o'clock.

I believe I did say something in the Police Court examination about telephoning to Mr. Conlon, or Mr. Conlon telephoning me, at three o'clock, or some time after twelve o'clock.

I believe I remember your asking me, "When was the date of this telephone message that you sent from New Haven to Mr. Conlon. I want the date and I want the hour?" A Well as near as I could give you the date it was the 17th of July. Q Now that is what I am asking you, about the telephone message you sent to Mr. Conlon after the one he sent to you, the one you sent to him? A Well, as near as I can

give you the date it was the 17th of July. Q What hour?

A The hour I should say was midday as near as I can remember."

I say he called me up about twelve. I don't believe I said in the Police Court that I called him up; if I said so I meant the second time that I called him up. I know I spoke something about it.

I remember testifying this morning about having told my lawyers in the presence of Mr. Conlon that I had given this money to Mr. Conlon.

"Did you, at any time, before your conviction, say that this money was paid by you to Mr. Conlon? A No, sir.

Q After you were convicted did you say that you gave this money to Mr. Conlon? A Yes, sir." "Q To whom did you say that? A To Mr. Sandford". I don't remember whether that was the way I answered the question or not.

My lawyers told me not to go upon the stand. I realize it is a rather serious accusation, and I only say it because I am sure of it.

If I said so there I said something that was not truthful; if I told him I may not have understood the question. When Mr. Albinger and I came from New Haven I am not sure whether Mr. Conlon met us at the station or right in

front of the hotel; I believe it was before we got into the hotel.

I told you this morning that I was very hungry when I arrived in New York, and that I went and got a steak. I could not state positively, but I had taken a train about 4:30 or 5 o'clock from New Haven.

It was a very late hour when I met the defendant at the Grand Union; it might have been ten o'clock. It was a very late hour.

I left New Haven about 4:30 or five o'clock; I think it was about that time. I know it takes two hours to run to New York; that would bring me in to New York about half-past six or seven.

I presume the question asked me in the Police Court was the time I was with Mr. Conlon and I said I left him about that time, about ten o'clock; I was with him all evening from the time I arrived from New Haven.

The three o'clock message I had with the defendant over the telephone was to meet him in the evening. He asked me if I had succeeded in selling the note and I told him I had. I told him to whom I had sold it; I told him this over the telephone.

The District Attorney did ask me "Q Tell us what conversations you had there? A We had dinner there, Mr.

Conlon, Mr. Albinger and myself ; I believe we ordered a steak. Q I don't care what you ordered? A I told Mr. Conlon whom I had discounted the note with; I told him I had discounted it with Mr. Atwater at New Haven and that I had received two thousand dollars for it".

I had previously told him that over the telephone. When I told him in the evening, I repeated what I had told him.

I was in a saloon with Shea on the afternoon of the 17th of July and I gave him twenty dollars. At the time I gave Shea that twenty dollars I did not tell him not to tell Conlon how much I got on the note; I did not tell him anything of the kind.

I remember having a conversation with Conlon some time in March or April, in the presence of Shea, about disposing of some equities which I had in some property to meet the proceeds of this note which I had received.

I do not remember anything being said, in the course of the conversation, about criminal proceedings. Some time in March or April following this I had a conversation with Shea, in the presence of Conlon, about disposing of some equities in my property to meet this note; I said that. I knew then that this note was stolen.

Mr. Conlon offered some equity in some property to settle that; it was my equity. At the suggestion of Mr. Conlon Mr. Shea was brought on to New York to keep Mr. Atwater quiet.

Mr. Conlon came to me and told me to offer him some equity, in some property of which there was no equity and he knew it and I knew it, -- to take to Mr. Shea and keep him quiet on this affair.

I was trying to keep Mr. Atwater quiet for the same reason he was trying to keep me quiet; for the same reason that Conlon had to keep me quiet; to keep my mouth closed.

I was not at that time accused of anything. I was not accused in March; I don't think I was accused of stealing it in March. I was first accused when I was arrested.

I knew I was responsible for that note from the minute I put my name on it. I had received that note from Mr. Conlon and I discounted it for him, and I had given him the proceeds. He was responsible to me. I know I was also responsible--

I was responsible by my name being on the note; merely by my name on the back of it. That is the best answer I can give.

I won't be sure as to the date when I had a conversation with Shea about raising this money. I was arrested last Fall some time.

No, sir, I did not know until last Fall that anybody was charged with having received the proceeds of this note and kept it--yes, sir, I was written several letters to call on several people in reference to a certain note.

I don't believe I was told by anybody, before my arrest, that I was charged with having taken the proceeds of that note, that is that I was under the charge of syealing it.

I don't think I was charged by anybody with stealing that note. An accusation of theft made against me would make an impression upon my mind; I believe it would; I think it would.

I don't think I was charged with stealing this note and receiving the proceeds six months before my arrest; I think I can readily say no.

I don't believe I ever saw that letter before. I will read it again and I will tell you whether I will swear to it or not; I don't recollect ever seeing that letter before, Mr. Chanler.

I have no recollection of ever reading this letter before; I don't remember ever reading that letter before.

I received a letter from Mr. Ensign some time in August; in reference to some other matters. I don't think I received a letter from Mr. Ensign before August. I did not go to see Mr. Ensign in his office and have a conversation with him in regard to this Beecher note.

Mr. Ensign did not write to ask me to call at his office and discuss the Beecher note; that letter says something about it, but I have no recollection of ever seeing that letter; that letter has been taken out of my office without my knowing it.

The letter is addressed to me and I assume it came out of my office, but I never saw that letter till this minute.

I never saw this letter until this minute. I inferred that it must have been taken from my office; I believe I did say that it must have been taken from my office. I never saw that letter before.

I gave up my office in the Fall of 1903, I believe; no, it was in the spring of 1903.

Mr. A. H. Horton is a contractor up on the Harlem Road, Pleasantville I believe it is. He is a business man, I believe. I gave him this check in his hand, in my office and I O. K'd it so that he could go down to the bank and draw

the money for it; if you will look on the back --

I told you a moment ago that the checks that I gave Mr. Sandford and which have been offered in evidence included the one payable to Conlon and those which I said were not payable to him were because he did not want his name to appear --

Mr. Conlon was at my office every day up to the time I purchased that farm and I gave him every Saturday, \$25., which he asked me for, up to the time he went to the farm, every Saturday.

I gave him money to go over to Washington to search a title, that I think was \$50.; I gave him money to settle a mortgage, or a testator's estate, on some claims in New Haven, something like \$90.

This was all cash. I did not draw any check for it; Mr. Conlon did not want my check; he didn't want my check--it was too much evidence for him.

But that is only a small part of the money. Mr. Sandford has offered in evidence nineteen checks aggregating \$1,038.82, drawn by me to various people, or to bearer or my own order which I gave to Mr. Conlon out of this fund. I don't know how much they amount to, but you say \$1,000.

I did not give him the rest of this money because Mr. Conlon did not want my check. He would not take those

checks unless he just happened to catch me without money and he accepted the checks.

There was a reason why he permitted me to give him eleven checks payable to his order, amounting to \$205.00 and two checks in addition which were returned no good; there was a reason for that, that he had to do it; I don't know why he did it, but he always took accounts not to take checks when he could help it.

He asked me to make these checks out to myself or somebody else for the same reason that he got me to take his name off the first check exactly.

I don't know why he allowed me to put his name on eleven of these. I don't know why except that he wanted to have the money. I could have made them out to bearer and O. K'd them; these were not all given during banking hours where he could draw the money.

I kept a check book too; I had the stub; I believe I have the stub; I am not sure of that. I think I drew them in my large check book I did, but in the small check book I don't believe I did.

I don't know whether I have the large check book or not; I am not sure whether I have it or not. I say I am not sure of that, Mr. Chanler.

I don't remember whether you asked to have it looked for when I was in the Police Court. I have been in no position to produce that book.

My wife is living. My friend Albinger, at one time my partner, and with whom I lived, is still living. I presume I could have asked him to go to my office and get this book.

At the time I was preparing for the defense, Conlon told me that he would prepare my defense. I knew at this time that he had stolen the note. I wanted him--I wanted him to prepare it for he was taking care of it.

When he tried to cover it up for me all the while -- I was entirely in his hands. I thought he would stand for me that way and I don't see why he shouldn't have for me.

He told me he testified as written on that slip; he told me so; he told Mr. Settell and he told Mr. Campbell so and he told my wife so. I still trusted him.

I did not trust him after I heard him testify on my trial; as I sat there I did not trust him; I told Mr. Campbell so and Mr. Campbell and I conferred together and he said, "Ed, you are convicted," and I said, "I believe I am", and I says, "I will stand pat and see what we will do", and we did so. I stood pat to protect him. He had not only broken his word with me but everybody else.

I allowed myself to be convicted of Grand Larceny in the first degree to protect this man who had betrayed my trust; the fool that I have been, yes, sir; I have been fool to do it and I did it.

I changed my mind about it after I was convicted. I felt as though I was going to be convicted. I did not say I was not guilty by the advice of my counsel. I allowed a counsel to advise me to sit silent when a lying accusation was made against me by my friend who was about to betray me; I had other remedies; I did allow it for I knew I had other remedies.

I told Mr. Campbell and I told Mr. Settell and I told Mr. Glassburg that I had paid this money back to Mr. Conlon. In the face of that they told me to sit still. It was too late for me to do anything. I didn't put any defense in.

I was in no position to put in a defense. They would not have believed me alone. I was told to keep that other witness, the man that would corroborate me, every word I would say, told to keep him away from here by Conlon, absolutely forbid him in the Police Court and he told me to forbid him and I sent him away at the request of that man.

I knew there was another witness who would corroborate what I said about paying this money over to Conlon; be-

cause he was with me. It was upon Conlon's advice that I kept this man away from the Police Court and this Court. The name of this witness was Frank E. Albinger.

From the first of July, 1902 to the first of July, 1903 the defendant's office was at 150 Nassau Street. He was in my office continually from the time I had the note until he had gone to the farm in the latter part of August 1903. I believe it was 1902. He went to the farm that year.

He did not visit my farm much after going to the farm. People's Exhibit 6 is a postal card of Mr. Ensign's that was given to me by Mr. Conlon, I believe. I got it some time in July, 1902, I think. I think it was addressed to him.

This forty dollar check was given for the payment-- I gave this to pay freight, to pay the freight on some goods which I had shipped down by the Long Island Railroad Company and the check, as you see, came back "No good"; I then gave him the money to make good the check to the Railroad Company.

He retained the check; it was never returned to me. I cannot offer an explanation of the other one because I don't know. I cannot swear that I made that good. It was a ten dollar check; I cannot swear to that.

After I was arrested, I did have a conversation with the defendant Conlon in regard to these checks and papers that have been offered in evidence here to-day.

He told me I better destroy them all, get rid of all my papers because they would make trouble for me. He said that the checks drawn to his order would make trouble for me.

I did discover that he had received this note from somebody else to have it discounted. I did not discover that he had never paid that money over; I discovered that the note had not been paid.

The note was paid; it had not up to that time because I received the protest-notice of it. I heard it testified to in this examination.

I first suspected Conlon about the time that this Mr. Tobin offered me another note and I told him to get it; that was about six weeks after the time I got this note.

"You were satisfied then that Mr. Conlon had stolen the proceeds of this note and you were trying to save him? A Not right then.

I cannot answer definitely when I first discovered that Mr. Conlon had stolen the proceeds of this note. Shortly after that, I should say about eight or ten weeks after. Before the note was due.

"Q Did Mr. Conlon tell you that he wanted to get you out of the hole? A No, sir. Mr. Conlon said, "I have a way that I can straighten out this matter" and I have been acting under his advice. I did not know at the time I had that note or for six weeks afterwards that that note was stolen". I think I so testified.

I did not know who stole it at the time of the Police Court Examination. I did know who stole it at the time of the Police Court Examination.

"Q Who stole it, if you know? A I do not know who stole it". "Did you so testify on December 28th in the examination against Martin Conlon on this very charge?" Well, if I did it must be so.

I didnot know last December that Martin Conlon had stolen the money. I know that that piece of paper went to protest.

"Q Who told you it was stolen? A I discovered it through myself". That is what I say now. I discovered this note was stolen through this telephone, through this Mr. Tobin telephoning to my office and that is how I discovered it was stolen.

"Q Do you mean that that piece of paper was stolen? A So I understood it, yes, sir. Q You mean the actual piece of paper? A Yes, sir; the actual piece of paper.

Q Was stolen? A Yes, sir; as near as I can answer you, yes, sir; that is what I said, Mr. Chanler, I said that. "

I am thirty-seven years of age. I don't believe I made that statement, on account of the proceeds being stolen, on account of the note being stolen.

I thought that Mr. Conlon and I were both arrested and charged with having stolen that piece of paper; that is the reason --

I thought I was being tried for the larceny of that piece of paper valued at \$2500, yes, sir; that is what I understood.

I was indicted, so I understand now, for stealing the proceeds of that note. The value of the note \$2500. When I testified in the Police Court I was referring to the note proper, the note itself; I was not referring to the proceeds of it; I was referring to the note itself.

I didn't say now I was convicted of stealing the proceeds--I know from what his Honor has just told me. I thought all along that I was convicted of stealing that bit of paper of \$2500 in value.

That is what I understood all along; that is the way I understood it and I think I am right; that piece of paper represents \$2500.; it represents two thousand dollars; that is what I understood, yes, sir.

I did not know that the law made a difference between the larceny of a piece of paper and the larceny of money, and that that difference was involved in this case.

I left it entirely to Conlon. I am learning a little law from contact with the defendant Conlon. I presume that Mr. Conlon should retain possession of the two thousand dollars; I didn't question whose note it was or anything about it; I presumed that Mr. Conlon got it.

I first got my information that I should open a bank account with this two thousand dollars from Mr. Conlon, at my office, No. 9 St. Marks Place, the day after he received the money.

I did not have any business transactions before this question became involved. I had known the defendant probably a year and a half. I had some business at his office as a lawyer; I brought him one or two clients there to his office.

He represented me in some small matters, he might have; I have no recollection of it though; I think he did, in some small matters, civil matters.

The farm at Smithtown was purchased in the name of Martin Conlon and the contract for it was closed in the office of Mr. Brush at Smithtown; the contract as signed there. Mr. Conlon was with me. I signed the contract as

his agent. The deed was made out to Martin Conlon.

I presumed the bank account was opened with the proceeds of the note that I had given to Conlon the day before; I didn't know; I presumed so; I didn't know.

I do remember in the Police Court Examination: "Do you mean to say that he gave you back the proceeds of the note? A Yes, sir, the next day".

I think I told you that the proceeds of this note were stolen some six or eight weeks or two months after this transaction.

I kept the stolen goods in the shape of this money in this trust fund on the advice of Mr. Conlon, that is all I can say. I didn't know that I was making myself a criminal.

I knew nothing about that, not at all, until he told me to keep my mouth closed. Then I suspected and I kept after him until he told me to keep my mouth closed about it "Or you will get into trouble about it"; I didn't know the note was taken from anybody; I assumed it belonged to him.

There was no partnership between me and Mr. Conlon. I had a verbal contract with him to furnish a hennerly at Long Island. I was in the contracting business and I had a verbal contract to furnish the farm for him and I had started out to do so and I did furnish the farm complete for him and

furnished the things for the farm and everything pertaining to it, for which I never received any pay from him for it.

I am a business man. I don't generally make verbal contracts. This man trusted me the same as I did him. I am a business man; I am a builder and contractor; building contracts. I had building contracts except with the defendant.

I had a contract at 156th Street and Prospect Avenue; I built three flats up there on the corner in 1900, I think it was I finished them.

Building contracts have been my business. I had a fire-proofed a hotel, corner of 29th Street and Madison Avenue, a fifteen story building during the summer of 1902. The people were Maitland T. Graves.

That is two in four years; I done fire-proofing all over the city; I had several contracts. I could not tell you just where--just wait a minute.

At the same time; I am telling you that during the same year I fire-proofed a hotel corner of 43rd Street and Broadway, the Royal Arms Apartment House; that was at the same time, 1902, in the summer and fall.

I worked for the Merrill Construction Company; I did work for the Merrill Construction Company. I acted for Mr. Merrill, No. 1 Broadway; Mr. Merrill himself; No. 1

Broadway. I never put up any buildings for him.

I am a contractor and fire-proofer. I fire-proofed just that one building for him. One of them was a sixteen story building and the other was a seven.

I got a very fair rebate; there is others too if you wish them. When I opened this account with the Van Norden Trust Company \$1580 was deposited.

\$80 of this belonged to ~~the~~ me. I had known the witness about a year and a half prior to the 17th of July. 1902. I had consulted him an attorney and had taken other persons to him.

Occasionally he used to stop at my office and I used to ride home with him; my relations with him were friendly; very friendly.

I accepted the note from him merely to make the commission. I had discounted some notes before and I have dealt in real estate some times, and made some money in that way, as well as in buildings and contracting business.

Up to the time of this note transaction I had no contracts or dealings with Conlon except that Conlon acted as an attorney.

After the discount of this note and after making the deposit at the Van Norden Trust Company I had business relations with Conlon in regard to the farm.

I talked to him in regard to this farm at Smithtown for which I furnished the material for a hennery. Mr. Al- binger drew the plans for it. I furnished everything per- taining to the hennery except the hens.

I furnished incubators; I purchased them and sent them down there.

That is my signature. I gave Mr. Conlon that paper which you now hand me. That does not refer to chickens; those go with the incubators.

I do not attach more importance to those receipts than to the stealing of a note.

I felt that I was acting as a banker in keeping this \$1500 for Mr. Conlon, for he had no bank account; he told me to put it in the bank and as he wanted it --I was fixing up the farm for him and he said, "as I want it I will come and draw from you".

That was the relation. I did not draw against the \$1500 as much as I wanted myself; I won't say that I did not; I might have for a day or two to cover up --because I was going to buy this farm for Mr. Conlon. I won't say that I did not, Mr. Dhanler.

The account was in my name; I was keeping it for him. There wasn't any question of authority. He gave me that \$1500 for his account.

I don't assume that I had anyright to draw any checks against that account of \$1500. for my own purposes. I don't know whether I did or not; I had eighty dollars of my own money there.

I believe I made a deposit since that time, at this time; I believe there are some deposits there to cover these. There is no question but that I did draw those checks.

This bank book does show that there was no deposit made by me between the 18th of July and the 30th; then I deposited two thousand dollars right after that.

LYMAN L. SETTLEL, called as a witness on behalf of the People, being duly sworn, testified as follows:

I live at 267 Macon Street, Brooklyn. I am a lawyer; my office is at 25 Broad Street, Manhattan. I have been practicing in the courts of this state I should say upwards of thirty years.

I was District Attorney of Tioga County, New York, for two terms, a period of six years. Before being District Attorney I was an Assistant District Attorney for two years.

I know Mr. Patrick A. Campbell; he is also a lawyer. For about a year Mr. Campbell and I have been associated together in the practice of law in this city,

with offices at 25 Broad Street.

I know the defendant, Martin Conlon. I know Edwin J. Norden. I was called in to the case to assist Mr. Patrick A. Campbell, who was Mr. Norden's attorney.

I cross examined a portion of the witnesses. I summed the case up for the defendant. Before I went into the trial I had some conferences with Martin Conlon, in regard thereto. These talks were held at the office in the Broad Exchange Building, and we had --

My recollection is that I first saw Mr. Conlon in the month of September or October 1903. His name was placed on the door of my office.

I should say that Mr. Conlon was present at interviews between Mr. Campbell, Mr. Norden and myself on several occasions and to specify the number I should say from six to a dozen times, more or less.

Q Did Mr. Conlon voluntarily state to you what facts he would testify to on the trial of Norden when called as a witness on behalf of the people? A I can't say whether voluntarily or involuntarily; I can only say that at these interviews Mr. Conlon made certain statements respecting the facts of the case as presented against Mr. Norden in the indictment.

He said what he would testify were the facts in regard to that case. As I recall Mr. Conlon's statements made in connection with our preparation for the trial of Mr. Norden they are substantially these: that he received the note from a gentleman by the name of Andrew J. Ensign, or rather that it was left at his office, enclosed in an envelope, and that he subsequently gave the note to Mr. Norden, with a request that Mr. Norden would go to New Haven, where the maker, I believe, resided.

He was to ascertain if the note were genuine and had been signed by the alleged maker, Mr. Beecher, as I recall the name; that Mr. Norden was requested or did go a second time, for the purpose of ascertaining as to the chances of prospect of getting the money on the note, Mr. Conlon observing that, in the meantime, he had heard that the note had been offered about the street for sale and that Mr. Beecher -- that there were a good many papers out against Mr. Beecher and that Mr. Norden did go a second time and reported to him that the note, that many notes were in the bank up there, and there would be difficulty in disposing of the note in New Haven.

Subsequently Mr. Conlon stated that he had been approached by Mr. Norden for his compensation, for a return of the money that he had expended up there, in going

back and forth--there may have been more than two occasions when he went there, I don't recall specifically as to that, and that subsequently he said to Norden, having been importuned by him so much, as he claimed -- he told him to take the note and do the best he could with it, get his expenses out of it; and as I understood at that time, from his language, that Mr. Norden was to--that that was the substance of what he was to do.

I am testifying here to all that my recollection is of what he said --my best recollection of what he said to me; he said it in the presence of Mr. Campbell and Mr. Norden.

These statements were reduced to writing. MY recollection is that on the particular occasion I took a pencil and wrote out the statements which covered the points which I have enumerated and I believe that I handed it to a gentleman who was connected with the office and who acted as typewriter and did some work for ~~me~~ us, and that he reduced it --

His name is Mr. Glassburg--and he reduced it, made a typewritten copy of the manuscript that I had prepared. I believe people's Exhibit 23 to be the typewritten transcript that Mr. Glassburg made, as I have testified.

It is the transcript I delivered to you on the 28th day of January, 1904; under a subpoena duces tecum to produce it. That is the statement.

It is my recollection that after Mr. Glassburg had written this out on the typewriter Mr. Conlon saw it and said, "That is all right".

Now I desire to add this, in connection with that, because I think it was said: I think that Mr. Glassburg asked Mr. Conlon to sign that paper and Mr. Conlon said he would not sign it. He may have made some observation. I would not want to characterize his words on that occasion.

I do recollect that Mr. Conlon refused to sign it or put his name to it. I made certain statements to Mr. Conlon respecting his testimony. The case presented to me very apparent contradictions.

I said that the statement seemed improbable upon its face as to the giving of the note to Mr. Norden, --and to me it was doubtful if a jury would believe it.

He said those were the facts. He said, "that is what I will swear to; those are the facts". He said he would testify to that statement, in accordance with the statement.

I made the remark in substance that it was improbable, that no jury would believe that, unless they conclude

that Conlon was a fool..

I had a number of conversations with Mr. Conlon. I said to him that this money was traced to the hands of Mr. Norden and that some person must have done wrong.

That it seemed to me that the jury must come to that conclusion, and that it would be either one or the other of the gentlemen, either Mr. Norden or Mr. Conlon, must be guilty of misappropriating this money.

Now, that, in substance, was my language to Mr. Conlon, and I believe that I said it for the purpose of getting at the truth of the matter.

Mr. Conlon would invariably say that these were the facts and all he remembered of it. That is what he would testify to before the jury if called as a witness for the People.

I said to Mr. Conlon that I thought that some one should raise the money and settle it, restore the money to the gentleman to whom it belonged. Mr. Conlon said that he wouldn't give a cent for he hadn't had any of the money.

He said he would not give a cent. I did not tell him that he promised the owner of that note that he would pay the whole amount of it; I did not say that; I did not know that.

It is not "probable" that should be. I made that

remark to Mr. Conlon and Mr. Conlon's answer was substantially that, and my recollection is that he added to that, now that my attention is called to it, --my recollection is that he added to that "As I did not get any of the money, how can it harm me".

He invariable said that; worked it in on all occasions. When nobody said he got it he told me he did not get it; I assumed that he was speaking the truth.

I did have a conversation with the defendant Conlon in regard to the testimony that he had given before the Grand Jury. My recollection is that a day or two before Mr. Norden's trial came off, that is my recollection --

Before Mr. Norden's trial was to be begun, it may have been a week before, but a few days prior to the beginning of the trial I had a conversation with Mr. Conlon in which he said --

No one else was present; I think Mr. Conlon and I were in one corner of the office, in the outer office talking by ourselves.

We had gone aside. Mr. Conlon says, "Now that we are getting down near the trial of this case I think it is my duty to tell you that as I remember my testimony before the Grand Jury it was in accordance with this statement, but I believe, that I added to it that he was to sell the

note for what he could get and take out what was --take out his expenses and compensation for his trouble and to return to me the proceeds."

My recollection is that that was perhaps two or three days before the trial took place; it may have been more; but it was within a week, I should say.

I said to him that that unsettled the basis of our defense of Mr. Norden; that it rendered our proposed defense inadmissible. I said that we had then proceeded altogether upon a wrong theory.

I observed that we would have to meet the statement that Conlon made before the grand jury, and I didn't see how it could be met.

He made some observation, to the effect that the consequences might be whatever they might be, he would have to stand by what he testified to before the Grand Jury.

It is difficult to get the absolute full details of a conversation which I was very much impressed with, but which I have not recalled up to within a few hours ago; I got the impression --

My recollection is that Mr. Conlon, as a conclusion of that interview, assured me, or made the statement that the written statement was really the same, the substance of what his testimony would be on Norden's trial. That is

people's Exhibit 23.

I first heard of any difficulty in regard to the note made to the order of Parrah, by Beecher, I should say some time in the month of October. I first heard of that note from Campbell.

I had a conversation at that time with Norden in regard to the note, and before Norden's arrest. Oh, there were several interviews and conferences when all these gentlemen, Mr. Glassburg, Mr. Norden, Mr. Campbell were present, beginning with the introduction of the case into the office.

I cannot state if Mr. Norden at any of these interviews made any statement in regard to what had become of the proceeds of the Parrah note. He may have made --Mr. Norden may have stated --The statement may have been made in connection with what his testimony would be; in connection with what Mr. Norden's testimony would be.

At that time he supposed he would be a witness; I would not say but that such a conversation --that he may have stated what became of the proceeds in all or any of these interviews; it is a matter that I would not want to make a statement ~~xxx~~ to be relied upon.

I may have discussed with Mr. Conlon, as a lawyer, the question as to whether or not it would be wise for

Norden to become a witness in his own behalf, in view of
~~xxxx~~ ~~xxxxxx~~ and Mr. Conlon may have observed to me, that it
 would not be necessary; this his testimony would ---

I would not want to say whether Mr. Conlon advised
 in calling Mr. Norden or not; he may have done so; it is a
 matter that I cannot be definite about and certain.

During the trial of Norden I was here sitting at
 this table and Mr. Campbell was sitting beside me, and Mr.
 Norden sat next. Mr. Conlon was on the witness stand.

The direct examination of Mr. Conlon began before
 recess and was concluded after recess.

CROSS EXAMINATION:

Q Mr. Settell, I understand you to say that Con-
 lon was constantly giving as a reason for not paying or
 raiding this money and not doing various things that he had
 never gotten a cent out of that note. Is that right? A
 Not constantly but frequently. He did so frequently.

I do not recall that Norden was present when he
 made that statement. I do not recall that he stated in
 the presence of Conlon's that he had given the proceeds of
 that note to Conlon. I do not recall the fact that Mr.
 Norden ever made that statement in Mr. Conlon's presence.

Mr. Conlon denied having received the proceeds of
 the note; I know that he denied that.

He never did in my --according to my best recollection--he never stated, in the presence of Mr. Norden that Mr. Norden had ever paid him over any of the proceeds.

I have never read the minutes in the Police Court in the preparation of this case. I never saw any of the minutes, except I saw a copy of the minutes of the Grand Jury relating to Mr. Conlon's testimony, the day I was subpoenaed, I think.

I was not aware that Conlon had testified, upon the witness stand here, in the presence of Mr. Campbell who was his lawyer, that Norden had never given him, Conlon, one cent of that money. I did not attend the sessions of the Police Court; I was never present at any of the examinations.

I asked for and requested the production of these minutes, but Mr. Norden was unable to procure a copy of them and they were never had in the preparation of his case.

I never knew what the testimony was there, and my recollection is that it never came up at any of our interviews or discussions of what would be the defense.

Mr. Campbell was usually present at these discussions. Mr. Campbell was the gentleman who appeared for Mr. Norden in the Police Court.

I do not remember that Mr. Campbell told me that he had cross examined Mr. Conlon in the Police Court; if he told me that such was his testimony in the Police Court I should have taken a very different course in the defense of Mr. Norden; I was ignorant of that matter, sir, if it is as you state.

Mr. Campbell may have told me that he had cross examined Conlon in the Police Court, but I don't recall it; I don't recall it, sir; I will not say that he did not ~~say~~ so state to me, at the same time, but I do not recall that he did so.

He always made the statement that he had received no proceeds of this note. I was very much surprised when I learned that he did testify that he had requested Mr. --I cannot say whether I was surprised or not to learn that he had testified before the Grand Jury that he had never received the proceeds of this note.

I don't know why it should be a matter of surprise to me. I knew that he so stated that he never received the proceeds of that note, and that he had given the note to Mr. Norden to do with as he pleased.

It was his contention that he never received a dollar of that money. It never came up as a matter of sur-

prise one way or the other.

The fact whether he had received any of the proceeds or not was not a matter affecting Mr. Norden, according to my view of it, inasmuch as Mr. Conlon stated that the title to the note, by his gift to Mr. Norden vested in Mr. Norden the proceeds of the note and that he had a right to do with it as he pleased.

That was my view of my defense. I may deserve a criticism. I may deserve criticism. I do not recall stating to Norden that Conlon's testimony in the police Court was favorable to him.

The interviews between Mr. Conlon and Mr. Norden may have been frequent and were, perhaps frequent, but usually not in my presence.

I would not testify that Mr. Norden so stated as that he said to me in the presence of Conlon, that he repaid to Conlon the proceeds of that note; that conversation, or that language may have been used at some of these interviews, but I do not recall it; Mr. Campbell or Mr. Glassburg may be able to recall it.

I don't recall that Mr. Norden ever made that remark; in Mr. Conlon's presence; he may have done so, your Honor, but I don't recall that; I tried to recall it last evening when I was asked that question.

It would be very probable that a remark of that kind, that he had never got a cent, would make an impression upon my mind, a strong impression, but I don't want, by implication even, to mislead anyone; I don't recall distinctly that such a remark was made by Mr. Norden in Mr. Conlon's presence, but that remark was made by Mr. Norden repeatedly in my presence.

I cannot go further in this direction than I have gone consistently with my recollection of what took place; I would not want to put up my recollection against --

Up to the conclusion of Mr. Conlon's testimony we expected to put Mr. Norden on the witness stand, to call him as a witness in his own behalf. It is my present recollection that it was not until Conlon testified against Norden that I decided not to put Norden on the stand.

Mr. Norden expected to be a witness but his statement was never taken down in writing and what he would testify to was not specifically discussed in my presence except this --

I certainly do not mean to tell you that Mr. Norden's testimony was to remain in a nebulous state until the testimony for the prosecution was in, in order that his testimony might be ready to suit the occasion as it might arise.

Accordingly to the statement he had repeatedly made, namely, that the note was given to him, he assuming and believing that it was the property of Mr. Conlon and that with the proceeds he had a right to do as he saw fit; there was nothing nebulous about his statement and never has been, but I will say this that, as a lawyer, I never comprehended the case in all its branches; I never was able to reconcile the facts on one side with the facts on the other.

His statement was brief and right to the point. I took Conlon's statement in writing because I thought that was the vital part.

I have been a criminal lawyer before. I was subsidiary in the conduct of this defense; Mr. Campbell is the actual gentleman who had the management of it.

We being together the trouble of reducing Mr. Conlon's statement to writing --none of the other witnesses were reduced to writing I presume, because Mr. Campbell did not deem it necessary.

If I testified that I did not know what Norden was going to testify to, I withdraw it; I disclaim that statement, because I know that I should know better than to make that statement here; I did know what Mr. Norden claimed to be the facts which justified him in defending this case, his case. I assume that I knew them.

It may have been a surprise to hear that Conlon never received a dollar of the proceeds of that note; it may have been a surprise at that stage of the defense, or of the trial; it may have been a measurable surprise; I can only say --

I can only say that my own views of the defense were that it didn't make any difference so far as Mr. Norden's case went.

I always looked upon that as a contradiction or a difference between these two gentlemen. I cannot see the point of the question.

I am not prepared to say just what my mental operations were at that time, except that when Mr. Conlon did testify on the stand that he directed Mr. Norden to return to him the proceeds of that note, I was surprised.

I considered that whether he had the proceeds or not it did not affect the defence of Norden if his contention was right -- according to my grasp of the legal question in the case. That is my attitude.

I had a number of consultations with Mr. Conlon in regard to this case. You asked me whether I understood he was opposed? Mr. Conlon -- Let me have the question; I cannot carry all these in my mind; what is the question?

If I told Mr. Sandford that I was unable to state whether or not Mr. Conlon was in favor or opposed to Norden taking the stand, I stated my understanding of the matter.

I have been a lawyer for at least thirty years. I was a District Attorney in some County in the western part of the state.

In the course of business I have examined and cross examined witnesses and I understand the natural relation between question and answer.

My impression now is that Mr. Norden--that Mr. Conlon did not express a decided opinion one way or the other as to Norden taking the stand; if he did express an opinion it was that it would be necessary in case he testified that he had a right to dispose of the proceeds as he saw fit; I don't know as Mr. Conlon was decided and positive one way or the other.

Since this matter came up I have heard of a man named Albinger. Mr. Norden said that Mr. Albinger was a -- I saw Mr. Albinger before this trial, before the trial of Norden's case. I did not take down his statement or have it taken down.

Mr. Campbell and I had offices together. My recollection is that Mr. Conlon's name was on the door

about the first of November. I think it was about the time of the arrest, if anything prior to it.

Norden was introduced into my office as a client through Mr. Campbell; I never knew of him except that he came there and was doing some work for Mr. Campbell. I do not know who introduced him to Mr. Campbell.

I don't understand that testimony on page 134. Will you permit me to state what Mr. Norden said according to my recollection on this occasion? I don't understand; I did not understand Mr. Norden's remark this way.

I got the impression during the trial of that case, that Norden was overwhelmed with surprise at finding Conlon going upon the witness stand and swearing that he had received the proceeds of that note, but it was in connection with this -- allow me to state.

I do not understand it that Conlon testified he had not received the proceeds of the note from Norden, and that Norden expressed surprise that Conlon so testified. I want the privilege of stating what Mr. Norden did say, however.

I desire to tell you what he said on that occasion. In my consultations with Mr. Norden I told him what he was charged with. I didn't tell him he was on trial for murder, but told him he was on trial for grand larceny; I explained

to him what the charge was and talked it over with him. I told him he was on trial charged with having stolen the proceeds of or hypothecating the proceeds of a note given to him.

I explained to him that the note in question, which was alleged had been given --where the prosecution alleged that the note, which was in his possession, had been given to somebody by him in New Haven and had there been discounted, and that the larceny applied to the proceeds of the note and not to the actual note in question.

If Mr. Norden understood he was charged with the physical larceny of that piece of paper it is very evident that he used the incorrect word; the note and the proceeds -- he may have understood them to be equivalent terms.

I never told him he was charged with the larceny of the note. Mr. Albinger did not suggest his being a witness on the trial himself; he did not suggest the importance of his testimony on the trial. I think he inquired if the trial was going on, not directly to me, sir.

He was informed that we were expecting it weekly; that we were expecting that the trial would come on shortly, and he was informed correctly; we expected it for several weeks, for two or three weeks before it did come up. He did not ask me to notify him when the trial would come on. I

did not notify him. I should say the defendant was not present when Albinger spoke to me.

I was surprised at that portion of his testimony wherein he said that he directed Mr. Norden to return to him the proceeds of the note after deducting his expenses and compensation for the trouble he had been to.

I remember that Mr. Conlon only said that after recess and after I confronted him with the testimony he had given in the Police Court.

That was after I read to them the questions and answers made by him in the Police Court and asked him if they were true.

In the Police Court he had insisted and refused to say that he directed Mr. Norden to return the proceeds of the note to him. I think it is in accordance with my testimony that I stated here that before the trial Conlon said he would make it appear, by his testimony, that he made a gift of that note to Norden. Let me have the question again.

I substantially stated that before the trial Conlon said he would make it appear by his testimony, that he made a gift of that note to Norden; that is my best recollection of it.

I prepared and expected to call Mr. Norden as a witness, most assuredly; I did not intend to prove that Norden had paid the money to Conlon.

It was not contemplated that Norden would go on the stand and testify to the fact that he had paid back the proceeds of this note to Mr. Conlon; such action was not contemplated. We never contemplated any such testimony on his part as a matter of defence, as I recall.

I was surprised on the trial of Norden, by Conlon's testimony. Now, I desire, if your Honor please -- I did not cross examine Mr. Conlon; Mr. Campbell cross examined him. I said Mr. Campbell cross examined him.

Whether the record is one way or the other I certainly did not cross examine him. Mr. Campbell cross examined him. I should so swear until I was confronted with proof that would be overwhelming.

The stenographer may have made a mistake. I will appeal to Mr. Sandford; he ought to know; I did not do it; I am very sure of it.

I summed the case up but I am almost positive, your Honor, that I did not cross examine Mr. Conlon; I don't think Mr. Conlon will say that I did; Mr. Campbell cross examined him.

I may have made suggestions to Mr. Campbell as to the cross examination of Mr. Conlon. My recollection is that I did not make any suggestions to Mr. Campbell.

I summed the case up. I had a very decided interest in how the case should be carried on. Well my --

"Q Wait until I put my question. You cannot answer it until you hear it. Is it not a fact that only one question was asked in the cross examination of Conlon by counsel for the defense, and that was the question addressed to Conlon at page 34' "Mr. Conlon, at the time that you got this note from Mr. Ensign did you have an agreement with Mr. Ensign? A I did." Now, I ask you if that is not the only question put by you, counsel for the defence, upon the cross examination of Conlon upon the trial of Norden?"

I am unable to answer that question intelligibly for I don't think it is an intelligible question; I cannot comprehend it. The most astute lawyer, as a rule, seldom cross examines and it is a very dangerous thing to cross examine witnesses.

"Q When they are speaking the truth? A No, sir." I don't understand the question "Do you think it is a bad thing to cross examine a perjurer?" I can answer it if it be made clear to me.

I told him he was indicted for misappropriating the proceeds of that note. If your Honor please, Mr. Norden spoke invariably of the stealing of the note; he did not seem to carry in his mind the distinction between the two; he invariably spoke of the alleged wrongful act as stealing the note; I always spoke of the misappropriation of the proceeds, but he seemed not to comprehend the distinction between the two words etymologically.

As a lawyer, I told him that it would be a good defence if he turned over the money to Conlon, and had never shared in any proceeds of the stolen property.

He never took the stand. I told him it would be a good defence to the charge if it were established that Conlon gave him the note; we believed that if the jury believed that testimony that it would result in its acquittal.

I would not go as far as to say that if I could get Norden out of this trouble on the theory that Conlon had given him the note Conlon would be free from any charge.

I would be very loath to make that remark, I think; I think I ought not to make any such remarks even if I thought so. Now, I want to explain, if your honor please, what was the ground for my surprise upon the trial. After

Mr. Conlon -- This surprise which I experienced on that occasion was over the testimony of Mr. Conlon and Mr. Norden turned to me after Mr. Conlon testified that he told him to go and sell the note and bring back the proceeds.

Have I a right, your Honor, to say what I was surprised about? Well, I will let it pass, your Honor, I am satisfied that I have made it as clear as possible.

I did not occupy the position on the part of the defense that was put in for Norden such a defense as would shield Conlon.

I was not engaged either directly or indirectly or in the most remote manner, in any suggestion of a conspiracy to send Norden away and to shield Conlon.

I most assuredly want to go on record as saying that; I would not take any such position intentionally or unintentionally.

It could all be explained if I could state what Norden said to me.

FRANK E. ALBINGER, a witness for the people,
being duly sworn, testified as follows:

I live at 894 Eagle Avenue in the Bronx. I am an architect and civil engineer and have been an architect thirty years.

I know Edwin J. Norden and have known him now about three years. I know the defendant, Martin Conlon and have known him about the same time.

During the summer of 1902, my office was at (St. Marks Place with Mr. Norden. I was engaged in doing work for Mr. Norden; I was employed by Mr. Norden.

During the summer I went out of town with Mr. Norden; that was about the middle of July. We went to New Haven.

Prior to going to New Haven I was not present at any conversation between the defendant, Conlon, and Edwin J. Norden, in regard to the object of Norden,s visit to New Haven.

I saw people's Exhibit 4 before; I saw this note in New Haven, in the hands of Mr. Norden. I saw that note in New Haven in the hands of Mr. Norden on that visit.

I saw Mr. Atwater there. I saw Mr. Shea. I saw Mr. Isbell. We went to ---I don't remember the other names. We have been in several offices. We were in several offices there.

We went to Mr. Isbell's office, after we had been in several other offices; we went to Mr. Isbell, and there was Mr. Isbell and Mr. Shea and Mr. Norden asked him to discount this note. Then Mr.--

Then Mr. Isbell said we should come later on and he will give him an answer. Then we strolled around New Haven and came back again to the office of Mr. Isbell and he called up for Mr. Atwater; then Mr. Atwater came to the office, Mr. Isbell's office, and Mr. Atwater telephoned to the bank, and when he was through with the conversation he said, "Well, this note is Mr. Beecher's --

Mr. Beecher's notes are very well peddled around New Haven, but I will discount. Come later on to my office", I guess two o'clock he said, "and I will give you an answer."

I think two thousand dollars was mentioned as payment for the note. Mr. Norden said he would have to inquire by his client; he didn't mention any name -- from whom he got the note, if he could accept this offer.

Then we went to the telephone exchange in New Haven. Mr. Norden did go to the girl and said --he said he expects a call. We sat down a few minutes; afterwards he was called to the telephone.

He went to the telephone booth; he went into the booth and he left the door open; I was standing by the booth. I could hear what Mr. Norden said. Well, all I know was that Mr. Norden said, "Well, then, I accept the two thousand."

I guess we went to lunch from there, and then we went back to Mr. Isbell's office, and then from Mr. Isbell's office, we went, together with Mr. Isbell and Mr. Shea -- no, Mr. Shea was not with us, but only Mr. Isbell; we went to Mr. Atwater's place of business.

Mr. Atwater wrote out a check and sent it to the bank; he sent a clerk to the bank for the money; then Mr. Isbell did go away; he went away and I and Mr. Norden and Mr. Atwater we had been alone in the office about ten or fifteen minutes, the clerk came back with the money and then Mr. Atwater and he counted out two thousand dollars, and he asked Mr. Norden to endorse the note.

The words "Edwin J. Norden" were written on the back of this note People's Exhibit 4, and it is the endorsement that Mr. Norden put on the note.

Mr. Norden did not keep the note; he gave the note to Mr. Atwater. Then from there we went back to Mr. Isbell's office, and there was Mr. Shea, and then Mr. Norden figured out the commission and paid him, I guess, something like seventy dollars, and then from there we went to a restaurant, a saloon or a restaurant.

I had water and the other gentleman, I don't know what they had, some beverage. Mr. Norden gave Mr. Shea a twenty dollar bill in the saloon.

I only heard that Mr. Shea asked him for money, and then they did go aside, talked a little while and I saw Mr. Norden throw out a twenty dollar bill and give it to him.

Then we went back to the telephone and Mr. Norden, he made an appointment by the first call--he made an appointment to ring up Mr. Conlon, in No. 9 St. Marks Place, when the business was done with the notes, and he rang up Mr. Conlon in his own office, Mr. Norden's office.

I was present when that was done, and I heard the conversation so far as Mr. Norden's part of it was concerned. He said that he did the business, and he will take the next train back.

It was about five o'clock that the next train will go, and I heard Mr. Norden say, "That will be all right then. I will meet you at the Grand Union Hotel"; then after Mr. Norden was through I spoke over the phone to Mr. Horwitz and requested him to tell my folks in the house that I will be home late, because we come late from New Haven, and we will stay in the Grand Union Hotel for supper, and have supper with Mr. Conlon..

That was Mr. William Horwitz; he was in the office there too. When we came back we met Mr. Conlon at the Grand Union Hotel; he was standing outside the hotel; then we went

in through the bar room into the dining room or smoking room, and Mr. Conlon ordered some supper. A porterhouse steak was ordered and I was ready for that.

We sat at the table and Mr. Norden began to figure up what he expended and he dictated to me the figures and I wrote on the back of the bill of fare.

It was about half past seven when we got to the Grand Union Hotel. Then Mr. Norden counted out the balance of the money to Mr. Conlon and gave it to him, and put it in the same envelope back where he took it out from first; Mr. Conlon took the envelope and put it in his pocket.

There was something around \$1800. Mr. Norden got about one hundred dollars for his services; I do not know the exact amount.

I remember nothing else. I only know when Mr. Norden gave the money to Mr. Conlon he said, "I wouldn't keep it with me over night, I have got to go to Sheepshead pay, to Kenwood" where he was stopping with me.

He was stopping with me over there. I was in the office at 9 St. Marks place the next day. I do remember this check, People's Exhibit 12; it is drawn to my order.

The words "F. E. Albinger" on the back of this check are written by Mr. Conlon; but above is written by Mr. Conlon. The words "pay to the order of Harry M. New-

ington" are written by Mr. Conlon, the defendant.

I was called from the drafting room to the private office and Mr. Norden said "Endorse this check". Conlon was there; Mr. Conlon was present, and I asked "For what"; then Mr. Norden says, "That is the rent for Mr. Conlon; he don't want to write a check; he don't want to have a check in his name"; it was for his rent.

Mr. Conlon wrote afterwards the words, "Pay to the order of Harry M. Newington! Mr. Conlon requested Mr. Norden to open a banking account in Norden's name, as he says he had certain reasons that he don't want to put money in his own name in the bank.

Mr. Norden says, "Yes", if he wished. Mr. Conlon gave Mr. Norden \$1500 to open the account with. He said he should put it in the bank on Mr. Norden's name, and then he should pay all expenses for the farm. The farm in Long Island, Smithtown.

I went to the office of Messrs. Settell & Campbell. I went there before and I was there after Mr. Norden's arrest.

After Mr. Norden was arrested I was called --Mr. Norden called me to be a witness in the special session, no, in the Tombs Police Court.

I was in the Tombs Police Court and accidentally Mr. Conlon's examination was on at the same time; and Mr. Conlon asked me "What are you doing here"; and I says, "I am a witness here for Mr. Norden"; then Mr. Norden, Mr. Campbell and I guess Mr. Glassburg went to one corner and spoke a few words and then Norden came and said ---

Conlon was speaking to Mr. Norden, and then the policeman or detective came and separated them. After that I did not have any further conversation on that day, with Mr. Conlon.

I read afterwards that Mr. Norden had been convicted; I did not ascertain that fact from the newspapers; Mr. Conlon --he told me if I saw the Sun. That was in the office of Mr. Campbell.

He showed me the Sun article; the article in regard to the conviction of Mr. Norden. I had a conversation then with Mr. Conlon in regard to this case.

I don't know the date; it was the day after the trial; it was the 22nd or the 23rd of December, 1903. I came to the office to inquire when the trial of Mr. Norden will come on; to the office of Mr. Campbell.

I went to the office of Mr. Campbell and Mr. Settell, and I saw Mr. Conlon there, and Mr. Conlon says, "Don't you know Norden was convicted?" I says, "When was

the trial?"; so he said, "yesterday"; and I said, "I thought the trial was postponed for one week from Thursday," because it was first said on Thursday from Wednesday, when I was in the office.

Mr. Conlon told me, "He is convicted"; and I says, "How is this"; and Mr. Conlon ~~told me~~, "~~He~~ showed me the newspaper, the Sun, and I read this over, and then Mr. Conlon said, "Mrs. Norden was just here and I guess Norden is going to squeal, but if he squeals, then I will know what I have to do"; and he says, "Come out in the hall, by the elevators and he told me, "If Norden squeals there will be, there will come a stink. Hadn't you better go for a few weeks to Jersey".

I said, "What for should I go to Jersey"; "Well", he says, "if you get any pleasure and notoriety going to court, and if they do me then I will make out--I can state the testimony that there will be a case of conspiracy against you and all who have been in the office of Mr. Norden".

There was a conspiracy about this note. He said he is a lawyer, and he will know what to do, and he will form his testimony so that there will come a conspiracy out against us all who has been in the office of Mr. Norden; a conspiracy for stealing this note. That is what he said he

would do if Norden and I squealed; he says he will make it very unpleasant for me too.

Oh, he says, "Did you see me in the Grand Union Hotel"; he asked me just like a lawyer would ask you in an examination: "Was you in the Grand Union Hotel with me"; I said, "Yes"; "Did you see Norden give money to me?"; I says, "Certainly"; he says, "You mustn't say so".

He said if I should say I saw money that passed over, I would be made a party to the larceny. I do remember a transaction between Conlon and Norden after the visit to New Haven and the deposit of the \$1500 in regard to sending \$150 to New Haven.

Mr. Conlon said that he has to make something good in New Haven; this was a few days after the note was discounted. I could not fix the time any better.

Mr. Conlon said has to be--I don't remember the exact amount. "About \$150 has to be paid in New Haven for some money which Mr. Conlon collected and did not turn over to the owner", or something like that.

Then Mr. Conlon said that Mr. Norden should send this amount to the clerk of the court in New Haven, and I went down town with Mr. Norden to the Adams Express Office in Grand Street, the Adams or American Express Company, and there Mr. Norden took out an express order and sent it

to New Haven. The office was just opposite the bank, Mr. Norden's bank, the Van Norden Trust Company, on Grand Street.

CROSS EXAMINATION:

I have a good memory. I don't know everything any more, but most of it. That is the only time, on or about the 17th day of July that Mr. Norden and I went to New Haven.

He did not endorse this order for \$72; he only wrote on the back, "Pay to the order of Harry M. Newington." He wrote those words on it, the day after the note was discounted, in the afternoon, at the office, at the private office No. 8 St. Marks Place. I guess Mr. Norden was present. I saw him sign it.

I would say too, that it looked like Conlon's handwriting. Mr. Norden was in the office, in the little office.

I was not in the Police Court when Mr. Conlin was being examined in the case of Norden; it was the case about the forged check. I was sent away when he was being examined in the case of Norden. I was sent away; I was there, but they sent me away, before Mr. Norden's case came on.

I saw Conlon in the Police Court, on the day when

Mr. Norden's examination was taking place; I was there; I don't know that it is the day of Mr. Norden's examination; I only know that Mr. Norden was arrested, and after this I was called as a witness.

I am talking about the case of Mr. Norden, this case in which Mr. Norden was convicted of stealing this note; that is the only thing why Mr. Norden was arrested.

Then I was there and Mr. Norden was there. Mr. Conlon was not testifying on the stand in Norden's case; Mr. Conlon was in the Court room.

I did not hear Conlon testify in the Police Court against Norden; I did not. When we went to New Haven to discount the note we took the midnight boat and arrived there at seven o'clock in the morning.

I may have made a mistake when testifying in the Police Court; I remember testifying there. I was mistaken when I said that "I got to New Haven about ten o'clock; I was there about three hours".

I remember the question being put to me, in the Police Court "Q You were in New Haven how long before you had this conversation over the telephone with Mr. Conlon?" I was under oath at that time.

When we got to New Haven we had --I guess first we did go to Mr. Isbell's office, but it was closed; it

wasn't ten when it was opened; it was earlier. I first made a mistake in the Police Court; I remember now it was not open. Then Mr. Norden did go to several other offices and I went.

"Before you began going to the offices, when you found Isbell's office was not open, did you wait until it got later? A No, sir."

I can only say it was about eight or half past eight o'clock in the morning. We arrived in New Haven about six; I know it was early in the morning.

I remember now we were sleeping in the boat, in the cabin, until about seven o'clock; then we had breakfast and from there we went then to Mr. Isbell's office.

From Mr. Isbell's office we went to various other offices, and Mr. Isbell's office was closed. Then Mr. Norden went to several other offices and I went with him.

I guess we went to a bank or two; I guess it was one; I am not sure; I didn't go in the offices; I waited downstairs; I only remember two offices where I went in.

I talked to nobody. I did not say the names, because I don't remember. We went to West Haven in the forenoon or afternoon, maybe it was in the forenoon; in West Haven to look at some lots. It took about fifteen minutes in the trolley to go to West Haven.

Mr. Conlon called up the office. I don't know whether or not I said anything about that in the examination before the Magistrate; I don't know; I don't remember.

I went down to Messrs. Campbell and Settell's office on Wednesday, that was the next week before Mr. Norden was tried, and then I went down on a Tuesday again.

I have talked to Mr. Norden's lawyers about the testimony I could give in the case; I told Mr. Glassberg the same what I told here. I talked to Mr. Glassberg.

I also talked in the presence of Mr. Campbell, and I guess ~~ix xxx~~ that is all, Mr. Campbell and Mr. Glassberg; I saw Mr. Settell there; I don't know if I did talk to him or not.

Mr. Norden sent for me. I did not express to any of these lawyers my opinion that I would be a valuable witness for Norden on his trial. Mr. Norden sent for me.

I certainly expected to testify for Norden in his trial. I did never discuss ~~any~~---I just told him what I knew.

I did not testify on the trial of Norden; I was sent away; the first time the trial was set for Thursday, and I came Wednesday to the office. I saw the lawyers there and we spoke all over it, and I said everything what I know, and the next day --I saw all the lawyers, Mr. Campbell, Mr.

Settell and Mr. Glassberg. I saw Conlon at that time; Mr. Conlon was in the office at that time.

I came to the trial but it was postponed; it was adjourned. Then I watched the Times every day, and only on Sunday I didn't read the Times, and the trial was on a Monday, and then I came on Tuesday to the office, to inquire when the trial would be, and I heard that Mr. Norden was convicted already.

Well, Mr Norden, on Wednesday, I was told, "We don't want you. We have another defense"; but nevertheless I was in the court. Mr. Norden told me that.; he came to the conclusion, he puts his own defense, he don't want me.

When he said that he was there and Mr. Conlon. The trial first was set for Thursday before Monday; I do not know the date, when Mr. Norden was tried, and I was in the office the day before, that is Thursday, on a Wednesday; maybe it was two days before.

Mr. Conlon prevented my testifying for Norden; he did not prevent me, but he said I should keep away, and he will look out for Norden, that nothing will happen to him; he told me to keep away; Mr. Norden himself said.

I was very friendly with Mr. Norden. Mr. Norden did not live with me; he was only eight or nine days in my house during the hottest time, because I had a cottage down

at the sea-shore, otherwise he was never living with me.

Mr. Norden and I are very friendly; I would do everything for him what I could as a man, certainly; what I would do for every other man.

The same what I would do for Mr. Norden, the same I would do for any other man. Mr. Conlon told me to keep away. Mr. Conlon confessed that he stole the note. He says that he will fix everything all right; that Mr. Norden will not befall any harm. That is the reason I should keep away; he says he don't want me on the trial.

I knew that Conlon was a lawyer; he was my attorney, in some cases, and upon his advice I acted, as a lawyer.

He did not say exactly the same words that he stole the note, but when Mr. Norden, two months or three months afterwards found out that the note was stolen he spoke to Mr. Conlon about this and I was present, and Mr. Conlon said, "I will fix everything all right."

He did not say it just in those words, but I and Mr. Norden, we all knew that the note was stolen at this time. Mr. Conlon confessed that he stole the note.

Norden was being tried for stealing the note and Conlon said to him, "Keep mum, and I will not have any trouble, and you will not have any trouble". And Norden

says, "Well, I don't want to put Mr. Conlon in trouble, if I can prevent it."

Norden was going to be tried for stealing a note which Mr. Conlon had confessed to me he had stolen; but this was ---but this was three or four months afterwards.

At the request of the man who admitted he was a thief I stayed away from the trial of the innocent man; because I was so convinced from Mr. Conlon's assurance that nothing will happen to Norden that I thought it would be detrimental to him that I would come.

After all I didn't mean to keep away from the trial; I only said that I was told to keep away, but I had an intention to come into the Court Room when I would have known the trial is on, but accidentally I did not read the Times on Sunday, and I was not at the trial on Monday.

The lawyers told me that the defense had been changed, and I was not wanted as a witness; that is true, but I didn't want to keep away; they all told me I should keep away. As soon as I did know that Mr. Norden was convicted, I went right to the District Attorney and I told him the whole truth, as it was.

I told Mr. Campbell all this testimony that I gave; Mr. Campbell knows that I knew the facts which I have

testified to to-day. I told Mr. Campbell before the trial of Norden; I told Mr. Glassberg and we all talked it over.

We had all the checks in the office; we had the checks and we talked it over. The lawyers had all these checks there and I was sitting there on a table and we did go all over it and we figured it out, all the bills which Mr. Norden spent for the farm and it came out that Mr. Conlon owes Mr. Norden yet, about three thousand dollars.

That was all done in the office of Campbell & Settell; Conlon was present; he was always there, for he did not know Mr. Campbell till after the arrest of Norden, and from this moment on, Mr. Conlon was always in the office of Mr. Settell and Mr. Campbell.

Mr. Conlon did not know Mr. Campbell until after Norden was arrested; he made his acquaintance in the Tombs Police Court.

I was not present the very same moment when Mr. Norden received from Mr. Conlon the \$1500 to put in the Van Norden Trust Company, but Mr. Norden called me into the private office, and he says "I have to go away"---

Mr. Conlon was there. Mr. Norden called me in for something else, and he said, "Albinger, I have got to go away. Mr. Conlon gave me this \$1500 that I should open a bank account for him. I telephoned to Lerner, and Lerner

says, I guess I can open a bank account for you in the Van Norden Trust Company. Come right down to me".

Lerner is a lawyer. I remember the time when you cross examined me. I guess I said something of knowing of Conlon having given Norden this bank account; I don't know; I do not remember; if I was not asked it I did not say so; if I was asked it I did.

I saw Mr. Norden every day since he has been in the Tombs and I have talked about his case. If you were to be a friend of me I would see you too every day. When I have been to see Mr. Norden in the Tombs I have talked about the trial too.

I am an architect and a civil engineer. I was in Mr. Norden's employ about six months; during that time I was on salary and commission. I did work as an architect and an engineer.

I saw Norden since I testified yesterday, in the Tombs. I did not talk with him about his testimony; not one word; I asked him about his health, because he is very sick.

I worked for Mr. Norden as an architect; during this time he did not have any buildings to erect as a contractor. He had little alterations or something like this, but no big new building; I made plans for a six story stor-

age house on 101st Street for him, but he never built this --

I drew other plans for Mr. Norden besides the one for the storage house and the chicken house. You must not make this so ridiculous, a chicken house--it was an elaborate plan. I had to draw several plans. --

I have to explain that I do not know the exact places but Mr. Norden put in bids just as any contractor does, and submitted his plans and I had to draw those plans; he got some little contracts, small contracts, I cannot name you where they have been carried out.

I was simply drawing plans wherever Mr. Norden was putting in a bid for work; detailed drawings and so forth; and then besides this I had permission from Mr. Norden that if I had nothing to do that I can do business on my own accord.

I did considerable work for myself. My office now is at 121 Front Street; I am in business for myself. I drew plans for a chicken house and for a storage house in 101st Street and First Avenue for Mr. Norden.

You didn't ask any further; you stopped, and you went right away to something else. I have not read my testimony over in the Police Court. You did not stop the moment that you asked me the questions that you have just asked me; you did this in all ---When you asked me if I am

in the Rogues gallery you stopped and you didn't let me explain.

I told you about New Haven--about a conversation, about going into a saloon and Norden taking Shea to one side and pulling out twenty dollars. When he took out the twenty dollars they were as from from me as from one end of the bar to the other; about fifteen or twelve feet.

I did not hear what they were talking about; I could not hear a word they said; that is true; but I heard so much ---I heard so much --I heard the beginning of the conversation that Mr. Shea asked Mr. Norden for twenty dollars; that is what I said before. Then they suddenly went off together.

They went quietly to the other end of the room; they started the conversation --Shea asked him for some money, I guess it was twenty dollars.

I repeat that I have not seen any copy of my testimony in the Police Court.

We entered the saloon and had some drinks--ordered some drinks and then Mr. Shea asked Mr. Norden for twenty dollars.

I don't know how he asked him; I guess Mr. Norden had some dealings with Mr. Shea. Well, I heard this money, twenty dollars, I heard accidentally and then I turned my

head again and the gentlemen went to the other side and I saw they had to talk about private business, and that is the reason I did not hear the whole conversation.

I did not hear Norden say anything in that conversation about giving Shea twenty dollars and then say not to tell Mr. Conlon how much he got for the note. I did not hear it so I must be sure.

I knew Martin Pleshinguer; Martin Pleshinguer and I was indicted on account of this man, but I was discharged. But I know you asked me about the Rogues gallery too. I was discharged. I made restitution for the amount which they claimed from me; the Criminal Court was used as a collection Agency.

I paid every cent and the indictment was dismissed; that is right. The Criminal Court was used as a Collection Agency. I don't think that Messrs. Stern & Rushmore were counsel for the complainant.

Well, we have been old friends and Mr. Conlon's word was law for me, and I have no doubt that if Mr. Conlon said Mr. Norden will be all right, that it will be so, if I do what Mr. Conlon says. Conlon acted as my counsel.

He gave me several advices; he never appeared in Court, only once, but if I had something to ask I had to go

to Mr. Conlon and ask it, as a lawyer. I didn't pay him much, but I always paid him something if I got advice. I paid him a fee. I did not pay him by check; I am not so fortunate as to have a check; I have no bank account.

CARRIE NORDEN, a witness for the people, being duly sworn, testified as follows:

I am the wife of Edwin J. Norden; I have been married eleven years. I live at 108 East 124th Street. I was here on the afternoon of Monday, the twenty-first day of December, 1903, when Mr. Norden was convicted. I came and spoke to you after that; that same evening, toward evening.

Norden was convicted the last thing that day. I think it was later than a quarter to five when the jury came in. I was not up in your room; it was out in the hall, and Mr. Glassberg was there.

Well, you were very busy and I made an appointment with you for the next day. I did not go to the office of Mr. Campbell and Mr. Settell the next morning; I went to the Tombs to visit my husband in the morning, and I was there until a quarter of twelve, and then I went to the office of Mr. Campbell and Mr. Settell.

I saw Mr. Conlon at the office of Mr. Campbell and Mr. Settell, and Mr. Conlon spoke to me; he asked me how was Mr. Norden feeling, and I said, "place yourself in his position and see how you would feel"; so he says, "Well, what---"

Meaning how Mr. Conlon would feel if he was in Mr. Norden's position; I says, "You promised to tell the truth and do everything that was right for Mr. Norden"; he says, "You don't need to worry, if anything happens I will protect you".

Then he showed me an article that was in the Sun; I had not seen anything in any of the papers up to then. He says, "What do you intend to do?"

I says, "I don't know"; he said, "What does Mr. Norden intend to do?" I says, "I don't know". He says, "Well, do you think he is going to Squeal?" I says, "I don't know what he is going to do". He says, "Well, if he places a check or anything before me I will swear that they are forgeries".

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He says, "I am able bodied lawyer and I will frame my defense and make it a conspiracy"; and then he also said that he expected some money in a day or two, and if the worst came to the worst he would appeal the case and every-

thing would be all right.

At that time I did say to my husband that my husband was as innocent as a babe. Mr. Conlon did not make any reply. He said, "Who got all this money" I was surprised and I says, "you knew who got every dollar of that money and three times as much." He didn't answer me at all.

I did not at that time make any reference to certain receipted bills. He said I needn't worry; he told me that he knew positively Mr. Norden would get a suspended sentence.

He asked me had I been to see the District Attorney; that was not in the office; that was in my house, the same evening.

I had some company at the house, my folks, and there was a gentleman came to the house and wanted to know who was there; he said Mr. Conlon had sent him and told me I did not need to ---

Some one came to the house and I spoke to that some one and that some one went away. Then, about five minutes after Mr. Conlon came himself, and he asked me, he says, "I have been sitting in the office all day waiting to hear about something", he says, "what has been done"; I says, "I don't know"; he says, "Have you been to the District

Attorney"; I says, "No." you had instructed me to say that, if he asked me; I says, "What should I do with the District Attorney" and he says, "Do you know whether Mr. Norden has been to the District Attorney", and I says, I did not know.

I do remember a night sometime over a year before the conviction of my husband when Mr. Conlon came to my house to see my husband, and the conversation that took place in regard to a chattel mortgage.

He came to the house---,r. Norden has been at him so often for money for the goods which eh shipped to the farm and he says, "Everybody was hounding him for money"; he says, "The only way can get some money is if I can get receipted bills for these goods I can get a chattel mortgage on this farm, and what is on it, the tools and everything, and I will turn this money over to you, meaning Norden, and you can pay for these things, and Mr. Norden gave him receipted bills for the several things, he promising he would pay Mr. Norden with what money he received,

These were things that Mr. Norden had bought and sent to that farm and for which Mr. Norden was liable. Defendant's Exhibits I and F are two of these bills. These receipted bills, the defendant Conlon received from Mr. Norden without paying him a cent for them, on the rep-

resentation that he needed to raise money by a chattel mortgage.

CROSS EXAMINATION:

I went to the distric Attorney on Tuesday, December 22, 1903. My husband was convicted on the 22nd; that was the day before I went to see the District Attorney.

Before I went to see the distric Attorney I saw my husband in the Tombs. I called to see my husband in the Tombs at half past ten to a quarter to twelve; the visiting hour. I was there from half past ten to a quarter to twelve.

I did not ask Mr. Conlon anything. When Mr. Conlon was conversing with me he said to me, "Where has all this money gone to?"

Mr. Conlon wanted to know where I thought all the money was. I said, "Every dollar of that money you got". Mr. Conlon got.

W I L L I A M H O R W I T Z , a witness for the people,
being duly sworn, testified as follows:

I live at 25 West 114th Street. I remember the summer of 1902; I was the greater part of the summer with Mr. Norden at No. 9 St. Marks Place.

I do remember the day that Mr. Norden and M^r. Albinger went to New Haven; I was in the office at No. 9 St. Marks Place on that day; I saw Mr. Conlon there that day.

Mr. Conlon came there around noon time and he was waiting till a certain hour, I don't remember the hour any more, but it was around twelve o'clock, between twelve and one, and he telephoned to Mr. Norden in New Haven.

Mr. Conlon said over the telephone that he is perfectly satisfied whatever he does, it is all right. Conlon remained in the office. I answered the telephone myself; I spoke with Mr. Norden at the same time, after Mr. Conlon was through.

Later in the day Mr. Conlon was there and he was waiting for another telephone message; he got the other telephone message from Mr. Norden. Well, that he accepts anything he, Mr. Norden, will do with the thing, he is perfectly satisfied with it.

I was in the office the next day, and the day after. The day after Mr. Norden was in New Haven, Mr. Conlon was in the office, and Mr. Norden gave ---Mr. Conlon, if I remember right, gave Mr. Norden \$1500. Mr. Conlon gave to Mr. Norden \$1500 to deposit that amount in Mr. Norden's

bank. I was in the office the next day.

That is my signature on People's Exhibit No. 13; that is my endorsement on the back of it. Mr. Norden--just when I came to the office in the morning, I met him in the hall, and he gave me that check to go right down to the bank and get that money; I came back from the bank and Mr. Conlon was in Mr. Norden's private office and when I wanted to give that money to Mr. Norden, he says, "Give it right to Mr. Conlon."

I did so; \$150. That was on the day the check bears date; the 19th of July. I saw people's Exhibit 5 before; that was --I received that on the day it was post-marked. I came to the office and I spoke to Mr. Norden and Mr. Norden told me --Conlon was there; I don't remember whether he was there at the time I showed Mr. Norden this postal card.

I showed this to Conlon, either the next day or two days later; I don't remember that. I showed him that and he said, "For God's sake don't give me away. I don't want to see him at all."

When I showed Mr. Conlon that he said, "For God's sake don't give me away. I don't want to see him."

CROSS EXAMINATION:

I am an agent for anything. What do you mean?

EMANUEL LEHMAN, a witness for the people,
being duly sworn, testified as follows:

I live at 108 East 124th Street. I am a ticket speculator. I am no relation whatever to Edwin J. Norden; I am no relation whatever to his wife. My brother married Mrs. Norden's sister.

Since Mr. Norden was convicted I have been looking after Mrs. Norden. I am not a married man. I have had a number of conversations with Martin Conlon; I had a conversation with Martin Conlon in regard to what became of the proceeds of that note.

He stated that he had received some money off Mr. Norden and that he also ---I had this conversation at No. 9 St. Marks place and also at the house where I lived..

I could not tell you exactly the time, that is the dates, but it was in the fall of the year 1902. He said that the money was turned over to him, and that the proceeds were to open a farm at Long Island; a chicken farm.

The plans were being drawn at that time by Mr. Al- binger. I don't remember --I have never seen Conlon since Norden's conviction. Prior to Norden's conviction I have

spoken to Mr. Conlon and asked him --that they ought to do something to fix this note up. The note ought to be fixed up; I meant paid. He always evaded my questions. He did not make any reply to those questions.

CROSS EXAMINATION:

I have not seen Mr. Conlon since Norden was convicted except in the court room here; I have never spoken to him; that is true.

I was a witness in the Police Court to Martin Conlon. I remember what I said then. I did not say on word of what I have told you to-day about the conversation I had with Conlon; I was not asked any of these questions.

I was present at a conversation between Mr. Conlon and Mrs. Norden after the conviction of this defendant Norden, in the office of Mr. Campbell, the day after his conviction. I have not seen Mr. Conlon to speak to since then.

When I say I haven't seen him I mean that I did not have any conversation with him; no conversation with him.

"He said if Norden appealed he would show the whole lot up; I was included in that; he called me by name and I said to him, "There is no one that can say anything about me at all". I don't deny that, but I haven't seen Mr.

Conlon since that time.

I was present at the conversation between Mrs. Norden and Conlon, the day after Norden's conviction, in Mr. Campbell's office.

Mrs. Norden and I left the office here, or the Court Room and went down to Mr. Campbell's office, and while there we met Mr. Conlon, and Mr. Conlon and Mrs. Norden were speaking together.

We asked Mrs. Norden if she read in the paper that Mr. Norden was going to squeal, and that if he did squeal, he would put the whole lot in trouble, and form his case as a conspiracy.

I then asked him, "What do you mean, do you mean to include me"; I then asked him "What do you mean, do you mean to include me"; he says, "Yes, the whole lot".

I says, "There is no one can say anything about me, because I have never done anything wrong." That is the entire thing.

He also said --I am refreshing my memory --he also said that he would see the Judge, his Honor, and see that sentence would be suspended on Mr. Norden.

I paid no attention to that but came on to you; in fact he had said it up in the house, the evening of Mr.

Norden's conviction; after Mr. Norden was convicted; he was up at the house; I had just got through from the theatre and I went home. Mr. Conlon was there in the front room talking to Mr. Norden. It was in the evening of Norden's conviction. Mrs. Norden was there.

I don't remember whether I said anything in the Police Court about having had a conversation with Mr. Conlon the night of Norden's arrest in the house. I was living at Mrs. Norden's house then. I have lived with Mrs. Norden on and off for about fifteen years.

I am a friend of Mrs. and Mr. Norden only through marriage, that is all. I have lived with them in the same house, steadily about three years. I have been on the road and so forth.

Conlon was at the house the night of Norden's conviction, not the night after; the night of his conviction, after he was convicted.

LEWIS RAPPOLT, a witness for the People, being duly sworn, testified as follows:

I am an officer of the municipal police force of the city of New York. In the month of September, 1903, and in the month of October, 1903, I was detailed in the Dis-

trict Attorney's office, New York County, right here in your office; I was doing special work. I am now in the Eighth precinct. I was doing special work for the District Attorney.

I arrested Mr. Norden. I was present in the Tombs Police Court, the city Magistrate's Court, the police court downstairs, when Mr. Norden was there for examination on the charge against him.

The defendant Conlon was there at the same time; I saw you there. I saw the defendant, Conlon and Mr. Norden together; they were speaking; you were not with me at the time. After awhile you came to me and you spoke to me.

After you spoke to me I separated the prisoners, I separated Conlon and Norden. When I approached them for that purpose I heard Conlon say something to Norden. He turned around, on the bridge and he looked at Norden and he said, "What are you doing here?" And Norden made no answer, and so he stepped from the bridge.

That is the bridge in the court; in the police court; he stepped over to the railing where I was standing with Norden, in the presence of Mr. Stern, and he says, "You keep your mouth shut, and we will all get out of this"; and with that Mr. Sanford ordered me to separate the prisoners.

CROSS EXAMINATION:

That was the police court examination in the case of the charge against Conlon; that was October sixth. I arrested Conlon. I am referring to the case where Conlon was arrested; the case against Conlon.

I really don't know if it arose out of this note; I don't know from what it arose. You were not there as this man's counsel at that time.

I arrested Conlon upon the complaint of Darrah for stealing the Beecher note October fourth. I swear to that.

MARTIN CONLON, the defendant, being duly sworn, in his own behalf, testified as follows:

I am a lawyer and have been a lawyer eight years. I have been a lawyer in New York five years; before that I was in Connecticut.

I was admitted to the bar five years ago last January; I have been here three or four months, and I went back to Connecticut for two years, and I came back to New York three years ago last January.

I first saw people's Exhibit 4 around the beginning of July, 1902; I found it on my desk when I got to the

office, about seven or half past seven that night, in an envelope.

Before I received that note, I had had some conversation with Mr. Ensign. I have heard Mr. Ensign testify in this case to the conversation he had with me.

Mr. Ensign came to my office and asked me if I knew Mr. Beecher of the Diamond Match concern in Connecticut; I told him I did; he wanted to know what his standing was; I told him that when I left Connecticut he was one of the biggest men there, financially.

He said that he had ten thousand dollars of Beecher notes, and wanted to know---he said, not that he had them, but that there was \$10,000 worth of Beecher notes in the possession of somebody who would turn them over to him if I could have them discounted in Connecticut.

I told him that I did not think that Mr. Beecher was putting out his notes in New York, and that I did not believe that there were any such notes in New York, and at the time I did not.

He said that he had assurances that there were, and I told him that I would not believe it until Mr. Beecher said so himself. I told him if I took the note, before I had anything to do with them, I would send them to Mr. Bee-

cher in Connecticut, to have him declare whether the signature was genuine.

that
Now, I ought to say, too, at that time Mr. Ensign told me that he did not know the endorser, Mr. Darrah, I did not know the name at that time, and I don't know as he did.

He said he did not know the endorser, the man to whom the note was made payable, and so I said I would have to have Mr. Beecher declare that the note was made by him, that the signature on it, or the endorsement, was genuine, and that it was given for value.

I said that if those conditions did not exist, I did not want the note brought into my office, as I did not want to send anybody up to Connecticut on a fool's errand.

He agreed to that, that before I would handle them, or have anything to do with them, I would send them to Connecticut to Mr. Beecher, to get his guarantee, or get his opinion as to whether they were genuine or not.

Mr. Ensign called around a number of times, and he never brought the note, but one night when I got back to the office --All this conversation I am talking about was before the note was left in my office.

This note -- I don't recollect the date--when I got back to my office I found on my desk in an envelope

addressed to me. I opened it and found a note for \$2500 to Mr. Beecher, Mr. Beecher's note. That is the note on the table before me now, people's Exhibit 4.

I went uptown; I had no definite plan with reference to it; I went uptown, had my dinner, came out, was on 125th Street, walking down, when I got between Madison and Park Avenue I met Mr. Norden, who was coming up as I was going down. I stopped him, and I says, "Have you anything to do to-morrow?" He says, "Nothing in particular".

I have known Mr. Norde, I should judge about two years; he had been doing work for me; he had come in the office; he was quite a handy man, and he would run around and had considerable ability, I thought. He was quite handy at doing things of that kind, and he was even able to search titles; he came in around the office, and how I got acquainted with him --

He searched titles for me; and I asked him to make a survey for me at one time; he came around the office in that way; I only knew him in that way, and I also knew him to be, as far as I knew, a reliable upright young man; I never knew anything about him, or his connections or associations, and I don't just now know how I ever got acquainted with him, other than that he came into the office with some law cases, some of which I tried before this Court,

that he brought to me, and he brought me as a matter in a lien case, and a number of cases, and I rewarded him for it.

So when I met him I gave him this note; I asked him what he was doing the next day and he said, "Nothing in particular"; I asked him if he would --I told him I had this note, and asked him if he would go to Connecticut and present the note to Mr. Beecher; I told him where Mr. Beecher lived, gave him directions as to how he should go there, and to ask Mr. Beecher if the note was --if the signature was his, if the signature was Mr. Darrah's, and if the note was given for value, and he said he would.

The next night he met me on 124th Street, and told me, --will I go on? I left him with the note; I gave him the note. The next night we met at 124th street.

Mr. Norden told me he had been to New Haven; we met the next night and he told me he had been to New Haven, presented the note to Mr. Beecher, and Mr. Beecher said it was a genuine note, and given for value.

I told him that -- I asked him if he had anything to do, -- not the next day -- but the day following that day, and he said he had not; "Well", I says, "if I make the proper arrangement with Mr. Ensign I will probably send you back to Connecticut"; say if it was Monday, I sent him

first on Wednesday and a day was to elapse, that is I wanted to see Mr. Ensign.

A day was to elapse; I wanted to see Mr. Ensign before I gave any further instructions to Norden, for up to that time Mr. Ensign and myself had no understanding as to that note other than the commission.

Now, I got the note from Mr. Norden, and the next morning I met Mr. Ensign at my office, and I told him that the note had been presented to Mr. Beecher and Mr. Beecher had declared it genuine, and it was all right; and I said, "Now, I don't propose to send this up to any of my friends and have any question about it"; I says, "I want to know from you if this note has efer been around New Haven, or presented to anybody in Connecticut up to this time".

He said it had not. I says, "Now, has this note been hawked about?" He says, "No"; I says, "If it has ~~been~~ ~~XXXXXX~~ ~~XXXXXX~~ I don't want to send a man up there on a fool's errand." He said it had not.

I then said, "Well, now, if this note has been hawked about, and I am put to any trouble or expense in reference to it, I will tear the note up, or I will give it away, you will never get it back again. So don't put me to that trouble." "Now", he says, "the note is all right";

"Well", I says, "all right then."

The understanding between Mr. Ensign and myself was that there was to be a ten per cent commission after the deduction of expenses; the expenses were to be deducted and ten per cent taken out and divided between Mr. Ensign and myself.

I took the note, and that night I met Mr. Norden again, uptown. Will I go right on? I met Mr. Norden uptown, and I told him, I asked him, I told him what my understanding was with Mr. Ensign, I says, "I don't want to be bothered with this note, and if you take it to Connecticut, you can take it to Connecticut and have it discounted there, you will have, or there is, ten per cent commission on it, and you can take the half that I am entitled to, if you put the note through." He says, "All right".

I told him he could take the half that I was entitled to; Mr. Ensign was to have half and Mr. Norden could take my half; I didn't want anything, for I wasn't going to do any work with reference to the note; at that time Mr. Norden was to do the work.

Mr. Norden, I believe, told that I gave him a letter of introduction -- I think, to Matthew A. Reynolds, or something like that. Mr. Ensign had said he had three

other notes; there was to be \$10,000 of notes; there were to be three more, Mr. Ensign told me, at that time, that nothing would be done about the other three until after this one was disposed of, if this one was put through satisfactorily, the other \$7,500 would be produced, but his parties, he not knowing Mr. Parrah, he said his parties would not part with the other three until they were satisfied that this one was disposed of.

Well, I am telling you. I was going along, as you told me, to tell it historically. I told him at that time that that he was to receive one half of ten per cent after the expenses were deducted, and he was to return to me the proceeds.

I don't know whether it was said or not, but if it was not said it was implied, and I think it was said; it was so understood, anyway; I never heard that questioned.

I then told him, I either told him to go to Mr. Reynolds, or I gave him an introduction, a letter for the Essex Bank of Connecticut; I told him to tell Mr. Reynolds-- Mr. Matthew Reynolds was attorney for the Essex Bank of Connecticut; I told him to tell Mr. Reynolds that he had ascertained, that I had told him that the note was all right; that it was ascertained that the signature was genuine and

that it was given for value, and to tell Mr. Reynolds to discount it.

I saw Norden again that night -- no, no, this was at night I was telling him; the next night; he had been to New Haven; he told me he had been to New Haven and went to Mr. Reynolds. I can't tell you the date; I don't know just the date.

It was two years ago last July. Now, you can figure that this way, say that Monday was the day I got it from Mr. Ensign, the next day Norden went to New Haven, which would be Tuesday, and the next day I had the talk with Judge Ensign, and that night I had the talk with Norden.

That would be Wednesday; then Thursday was the day that Norden went to Connecticut to see Mr. Reynolds. I think he met me that night when he came back, I think he was back early, and he met me that night, yes, it was that night, I think, Thursday night he came back and told me.

I saw him on 124th Street; he told me -- Well, the club to which I belonged was on that street at that time, and I go to the club; he lived on the same block with the club; Mr. Norden did, within three or four houses from the club on 124th Street, and I lived on Fifth Avenue at that time. Will I go ahead?

Norden came back from New Haven. My impression is that it was that night, Thursday night, when I saw him, that he said he had been to New Haven for the second time.

I asked him what he had done in New Haven. He told me he went to Mr. Reynolds, and told Mr. Reynolds what he had, and Mr. Reynolds said he could do that in New Haven as well as he could in Essex, and he brought him to one of the banks there that he was acquainted in, I think he had a deposit there, yes, he said that Mr. Reynolds had a deposit at this bank, and he asked him, he presented the note at the bank, and asked them if they would discount it, or buy it, if they would buy it, not discount it, and they told him if he put his name to the note ---

If Mr. Reynolds would put his name to it. Mr. Norden told me that the people there said if Mr. Reynolds would put his name to it they would discount it, and Mr. Reynolds said he was not interested enough in it for that, and then he made inquiries of the bank as to the value of the note, and they informed him that the banks were loaded with Beecher ---Darrah notes in New Haven, and advised Mr. Reynolds to have nothing to do with the note.

This is what Mr. Norden told me. Norden then took it upon himself, he said, to go among the note brokers; he told me he went to a man named Patrick Cronin, a broker, a

very rich man up there, a man who buys notes that there is anything in, and he offered the note to Mr. Cronin. Mr. Cronin told him that a man named Major Whelply had presented that identical note to him, I think, the week before, and offered it for \$1500.

I then got a little excited about the note, and Norden said, that he had been put to some expense, and he says, "Where do I come off at?" I think that is the expression he used, "Where am I going to be let off out of this", he says, "I supposed I was going up on a sure thing", I says, "Take the note and sell it and get your money out of it, sell it wherever you can, get the money out of it wherever you can, and keep it".

He said he had friends in New York that --no, no -- he didn't say at that time. We talked more, further about it, and Norden-- we then discussed --let me see--yes, he then said that he had a friend, in the furrier business in New York, whom he could have put ~~in that bank~~ that in his bank and have it discounted.

We parted, he keeping the note. The next day I met Judge Ensign at my office on appointment, and I told Judge Ensign what Norden had said, I says, "Now, who is this Major Whelply?" "Why", he says, "he is the man from

whom I got the note", he says, "but I never told you anything about him"; I says, "That man has been around from Connecticut offering this note, right in New Haven, offering this note for \$1500"; "Well, he says, "this is the first I knew of it."

I says, "you should not send a man off on an errand of this kind, if this note was sent up there to be sold for \$1500, why should it be sent up by me to be sold for its value, minus the discount."

out
"Well", he says, "now, I will go right and see Major Whelply"; I says, "Now, see here, I will keep that note, and I will have that note kept until the expenses are taken out of it, whatever you or Major Whelply or anybody else says, you ain't going to put me to any such expense".

Now, some time after, I don't remember the date, Mr. Ensign brought in Major Whelply to my office. It wasn't a week after this, and yet it may have been a week, but some time after he brought Major Whelply to my office, and introduced him.

"Now", he says, "you have it out with Major Whelply", he says, "my hands are washed of this affair", he says, "if what I think", he says, "if what you say is true, or

anyway my hands are washed of this affair. You have it out with Major Whelply."

Major Whelply sat there, and I asked him if he offered this note in Connecticut for \$1500, and he says, "and if I got \$1500 for that I would be getting a bonanza"; I says, "why was it sent into this office to be sent up there?" he says, "We understood you could put it through up there"; "Now" I says, "that note will be kept until the money is realized on it that was spent on it"; "Why", he says, "I don't care, get either the money or the note back as soon as you can".

And that night I met Norden --I think that is the entire conversation between Whelply and myself. And that night I met Norden at the Club. He came in to see me, and I asked him what he had done with the note. He said that he had given it to this man, who kept a furrier store or shop over his office, and that man had put it into the Varick Savings Bank, or I think the Varick bank, isn't that the name of the bank mentioned here yesterday, I think it is, I would not be sure of my names now, I am a little nervous; and he thought the note would be put through.

I think on my way down town the next day, I called into Norden's place and had an interview with the furrier,

a big stout man with a black mustache, and he told me that the note was over in his bank, and he thought he would have it discounted, and he showed me a receipt for the note.

Now, then, that is the last I recollect in reference to it, excepting I met Major Whelply two or three days after that, and he wanted to know what was being done about the note matter, and I told him, as far as I knew, that the note was in a New York Bank.

I told that to Major Whelply; I think his name is Whelply, or some such name, I have never seen the man before Judge Ensign brought him into my office and introduced him, and then I think I only saw him three times in my life.

It is not true that I met Norden in the Grand Union Hotel, and that he there gave me the proceeds of the note. I did not give Norden \$1500 to put in the Van Norden Trust Company, or in some bank, or to open an account for my benefit; I don't think I would do that.

I first learned that this note had been discounted after it had been protested, oh, I ought to say, if you want me to go on historically, that after that Mr. Norden told me that the note could not be put through the Varick bank, and he had a brother-in-law named Willis, in the

hardware business, I think he said in Brooklyn, to whom he had given the note, and whom he thought could realize, or could have it discounted in his business, and he was waiting for an answer from Willis.

I first heard as to the protesting of the note, after it was protested. Do you want me to tell the circumstances?

Mr. Shea--I met Mr. Shea at the Grand Central Depot, by appointment, at eleven o'clock one night in the latter part of October, and he said to me, "Well, you were done out of that note very nicely, weren't you"; I says, "What note?" "Why", he says, "Mr. Norden and Mr. Albinger came up to New Haven with the note and they sold it to Jerry Atwater for \$2,000, and the note has gone to protest."

I says, "When did they sell it?" He said, --I said to Mr. Shea, "When was it sold?" "Why", he says, "About the middle of July, around the 20th, between the 20th and 25th of July", I think he told me. Now, do you want me to state what further Mr. Shea said?

The note was protested about the first of November; it was a kind of a cold night, I remember. That Mr. Albinger and Mr. Norden got \$2,000 from Jerry Atwater for the note, and the note was protested and Atwater was going to

raise the devil about it; I questioned Shea as to the circumstances, "Why", I says, "why didn't you come down and tell me about that?" He says, "I came down to your office about ten days after the occurrence, and you were in Washington"; he says, "I intended to tell you".

I says, "Why didn't you write me?" He says, "I didn't want to"; and he says, that he thought he did enough when he came down here and could not find me".

I says, "Why didn't you leave word"; he didn't give any further reason at that time. I afterwards asked him the reason, but that is not historical.

I immediately went to the Grand Union Hotel, and I wrote a letter to Norden, in which I told Norden what Shea had told me, and I told him if he didn't have that note fixed up immediately, that there would be trouble for him, and to meet me the next night at the Long Island Depot, as I was down on Long Island, and would be in on the train, I think it was 7:30 or in the neighborhood of between seven and eight o'clock I forget just now what time the train did arrive.

Mr. Norden met me in Long Island City that night, and with him was a Mr. Warner. I asked Norden what he sold the note for, and he says, "you told me to sell it"; I says--

he says, "you told me to tell it, and get out of it what I could for it, for my expenses"; he says, "I sold it for \$1700 and my expenses were \$1700".

I says, "well", I says, "after you had this note, you and I were talking about this note, and I said that there wasn't any understanding between us as to what should be done with the note.

And after that you told me that you had given it to a man, and I had seen this man and he told me that he had given it to him, and he had put it in his bank, and then you told me that a man named Willis had the note".

Then he melted somewhat and he says, "What can I do about it?" I says, "pay the money over, pay the note, go up to Atwater and take up the note and pay the protest fee. That is all you have got to do".

He says, "I haven't got the money"; "Well", I says, "you will have to get the money"; "well", he says, "if I was given about six weeks I could settle this whole thing up", he says, "I have a couple of things on hand, and I would have money enough in six weeks to settle the whole matter".

"Well", I says, "now I haven't, and don't intend to have any responsibility here"; I says, "I am either

going to Major Whelply or to Mr. Ensign about this matter"; well, the man that was with Norden said that Major Whelply had not been downtown in two months, that he had not been out of town for over two months, but he says, "Judge Ensign lives right down here, we can take the car back of the depot here and go right to Judge Ensign's house".

I says, "I will do that". Mr. Norden, Mr. Warner and myself went down, I don't know where we went to, or where we didn't go to, but we arrived at a place that Mr. Warner declared was Judge Ensign's house.

Mr. Norden said, on the way down -- I told Mr. Norden that I was going to tell Judge Ensign everything that took place, what he had done and everything else, and leave it to the Judge.

I says, "I will make your suggestion, I will tell him what you suggested and you will be given the opportunity".

I went down to Judge Ensign, Mr. Warner went in the house, Mr. Norden stayed outside, and I told Judge Ensign the story that I am now telling here, and I told him that I heard it the night before from Mr. Shea.

It must have been -- in the first part of November. Judge Ensign told me, he says, "It is satisfactory".

he says, "it would not do any good to send the young man to jail", he says, "if he can raise the money in six weeks, everything will be satisfactory".

I came outside and told Mr. Norden the result of the conference between Judge Ensign and myself. We got on the brooklyn "L" and came over to New York, with Warner and Norden.

We took the surface car, the Madison Avenue car, Mr. Warner rode with us to some place up above 100th Street on Madison Avenue, and he got off. Then I talked with Mr. Norden about the note. Will I relate what he told me?

I asked Norden why he took that money and used it in that way; if it was not a foolish thing for him to think he could take a \$2,000 note, or a \$2500 note, realize on it and remain out of State prison".

"Well", he says, "I will tell you now; I want to say that I never knew Mr. Albinger in connection with this note until Mr. Shea told me about him."

"I never had a conversation with Mr. Albinger in any way, shape or form about this note, never knew that he knew that the note existed; he said that he, Albinger, was in the office with him, and when he heard he had the note, he says, "Why, let us take that up to New Haven and we will

sell it, and I have a way that we can realize a lot of money on it, pay this note and be a lot to the good".

And Norden said, "All right"; and that night, I think he said, they left New York on the boat and got to New Haven the next day.

Now, I never knew that he was to go to Isbell, never knew that he made this visit, or never sent him to Shea, and never knew that Shea knew anything about it.

I would not have sent him to these people, at that time, because I never thought that they would be able to buy any note, and I would not have sent him anyway.

He said that he and Albinger went to New Haven by the night boat, they got up there early the next morning and started on a tour of the different note brokers in New Haven, and finally they got to Isbell's place, Isbell & Shea had a brokerage office there, and they went in there and they made arrangements with Shea, whereby Shea was to have Isbell get Jerry Atwater to cash this note.

That is what Norden told me that night. He came as far as my house, and we stayed outside for fully two hours, discussing this matter, he telling me, he explaining to me why he was in the position he was, and being unable to pay for the note at the time.

I am telling you what he said; he told me about Albinger bringing him to New Haven and having it discounted. I was going to tell about the proceeds of the note. He said that Albinger then told him, I think he said Albinger brought him down or gave him a letter of introduction to a young lawyer named Lerner.

I forgot the name until I heard it here yesterday. I don't know the gentleman, and Lerner --to have Lerner introduce him to the bank.

Lerner brought him over to the van Norden Trust Company and he pulled out this \$1500., I think he told me \$1700., yes, \$1700. is what he told me, counted it out and made a deposit in the bank.

Now, he said that Albinger's scheme in that was to influence Lerner and make Lerner believe that they had plenty of money.

A few days afterwards -- they made the deposit and two days afterwards they approached Lerner about a business proposition they had.

Mr. Albinger was drawing --as Mr. Norden told me, I am only using his expression --Mr. Albinger was drawing fake plans of a house on eighty-second Street; they had a piece of property up there that was all tangled up, I don't

know in whose name it was, but Mr. Norden claimed it was in his.

They got Mr. Lerner to some old gentleman a Hebrew, on the East Side to advance them two thousand dollars on a contract they claimed they had with this Tobin, some man named Tobin.

I don't know any of these men, never saw one of them, and never heard of them only this night. That Mr. Tobin gave them a pretended contract to build a straw factory, I think he termed it, on this land on eighty-second street, and they got the money from him, they borrowed on the strength of that contract two thousand dollars from this old gentleman and they deposited that in the bank and started business. The purpose of it was. Do you want me to go on.

That disposes of the proceeds of the note. After the six weeks -- six weeks after I was at Judge Ensign's office, Judge Ensign wrote me a letter, telling me we had not, that Norden had not kept his agreement in making good that note, and he asked me to call down at his office.

Now, that is why I fix the time -- that was around Christmas time, as I remember it. I went to Judge Ensign's office three or four times. I had seen Norden. I saw Norden after getting the letter from Judge Ensign and Nor-

den told me that he hadn't any money just then.

This was about November or December, December I think; it was about the latter part of December; I know it was around the latter part of the year.

I told Judge Ensign that Norden would not be able to do anything about that for a couple of months more, that he had some matters, he said that he had a matter or was working on a matter at the time that promised but did not materialize and he didn't think it would for a couple of months.

Norden told me what he had discounted that note for. I didn't say so --he told me got \$1700. Why Mr. Shea told me that night he got more and Judge Ensign told me he got more; I haven't got to that yet; there were two or three interviews before that,--that I had with Mr. Ensign.

I had more talk with Norden about this note. This whole thing went on until well up to the next interview would be at Stern & Rushmore's office. I mean the time I went down to Mr. Darrah's.

About the time that I received this letter was the time that Norden had promised him to have the note, the second promise was due, or the fulfillment of the promise was due. I said the second promise.

I got the time extended; I got two months from Judge Ensign; that is from December until some time in February. I got a communication from Judge Ensign.

Defendant's Exhibit B is the letter I received from Judge Ensign. I think it was in response to that letter that I called on Mr. Ensign and he asked me to go down to Mr. Darrah's office with him; I went down to Darrah's office and he was there, Mr. Darrah was there.

Mr. Darrah is the gentleman who was the complainant in this case and who testified on Monday. That is Mr. Darrah.

This conversation was in the presence of a member of the Stern & Rushmore firm; not the gentleman sitting over there, within the railing.

Well, I went to Mr. ---I went with Judge Ensign down to Judge Darrah's office and Mr. Darrah wasn't in when we got there. We waited and when he came in he said he wanted his lawyer present during the interview.

We waited until the lawyer came and the lawyer wanted to know what had become of the note. "Why" I said, "Norden sold the note and got for it \$1700"; "Why", he says, "I understand he got \$2200 for the note."; I says, "He told me he got only \$1700 for it."

We had a long conversation there and I admitted that I got it from Judge Ensign and that is more particularly, I think, what the Judge wanted me down there for.

I told them that I had received it from Judge Ensign and I had given it to Norden, and Norden had sold it in Connecticut for \$1700.

I then said "Well now what do you want to do about this thing. I don't want to be bothered with it. I am not going to bother my head about it, I am not going to do anything about it. Do you want Norden's liberty or his money and they said "We are not philanthropists. We want his money."

That is the very expression used by Mr. Parrah. The lawyer there wanted to know if I would reduce my statement to an affidavit and I told him I would not; he says, "Why". I says, "What better is an affidavit than the statement I have now made. A statement is a statement whether it is in affidavit form or however it is made." That is all that was said.

That is not the gentleman. He represented himself as a member of the firm or connected with the firm of Stern & Rushmore; he was so introduced to me; his name was mentioned but I forget what the name was.

After this I saw Mr. Norden; I went to Norden immediately after that and I told him that this note matter must be settled immediately.

He told me that he had no means of settling it with money just then and he didn't know as he could realize on what he had; I says, "well, what have you got?"

He says, "Two or three pieces of property worth, that is, the equity of \$4500"; he says, "I will convey these lots to whomever you designate" I think he said, or I will have them conveyed and the proceeds of the sale, --have them sold and the proceeds of the sale to be used to settle up that note."

I did not at that time ask any further time before the commencement of criminal proceedings; it was understood I would have Norden settle the matter immediately, or we would settle the matter within a comparatively short time.

This was in the latter part of February that I was at Mr. Darrah's office. I called at Mr. Norden's ~~office~~ house on Saturday morning. He came downstairs; I did not go in. We telegraphed --

I did not take any steps towards finding out the value of the equities which Norden had, until after I had sent for Shea. I sent for Mr. Shea; I telegraphed for Shea

to telephone me that I ---Shea came to the Grand Union Hotel and we had a conversation.

Shea did -- one of the houses was, one of the pieces was in Jersey. Shea did make some inquiries as to the value of Mr. Norden's property; I did not. Mr. Shea reported to me what the result was.

I did not report the result to Norden; we agreed that there was \$4500. of equity there and I told Norden that we would take the property and realize on it and Norden conveyed the three pieces of property to Mr. Shea at my suggestion. After the conveyance --

Mr. Shea agreeing to sell the property. Mr. Shea said he would sell the property. Mr. Shea said he would -- Mr. Norden was present and Mr. Norden conveyed the property to Shea.

Before the conveyance, Mr. Norden, myself and Shea were talking there and Shea agreed or Shea said he would take the property and he thought he could realize more than enough to pay the note and his own expenses.

After he had taken the deed to the property -- I don't know why I did it -- I told him that I thought the best thing I could do was to go and look up the title to the property, he having the title in his name, that is the

deeds were transferred to him by Norden; there was a transfer, a conveyance from Norden to him; I then went with Mr. Shea to Jamaica, --one of the pieces of property were in Jamaica --I went to Jamaica with Mr. Shea, searched the title, found the title clear.

I then went out with him to see the land. There were a lot of lots on the outskirts of Jamaica. It was a rainy day I know and we took a car down and we had to walk quite ~~some~~ a distance to get to the lots.

We saw the lots. I wanted to make sure that they were not under water, that there was some value to them. The lots were, or we calculated they were worth, or estimated they were worth about \$400.00.

Now I think I went to Jamaica first --I would not be sure, but I afterwards went with Mr. Shea to Hempstead and he brought me to the house; he had been there before and looked over the place.

He only passed upon the equity and I guess the mortgage was there, if everything else was there. We went to this house at Jamaica --

We went to the house at Hempstead. It was a large house in Hempstead and we examined it and concluded it was the value put on it. We went down to one of the real es-

tate men of the town and he told us --

I afterwards communicated this to Norden --no--
I had no conversation with him, not of this kind with
Norden.

As a result of our talk with the real estate man
I found out that the property was under foreclosure and
there was to be a sale of it within a week or two; I then
made up my mind I wouldn't want anything more to do with
the transaction and I sent Mr. Shea over to New Jersey
and he found out that --

We did not realize anything on the property; we
found it was worthless. I found that Norden was not able
to pay up this money. These negotiations took three or four
days. This was in March, the latter part of March.

Norden was not arrested in this until some time
the next Autumn. It was along the year before that I got
this chicken farm; that was the year before; that was in 1902.
It was a year before last summer and a year before the ar-
rest.

I --- Mr. Norden --- will I state what he did?
He used to come up to the club and ask me if I could change
a check; I wanted to know what size it was and he says,
"Ten or fifteen", or whatever it would be; I would say,

"Yes" and I would take out the money and give him the money take the check, put the check in my pocket and he took the money, and that's all; he did that, I think there was not over a hundred dollars worth of those checks; there is one check there I never saw that my name is on.

I never signed that check, People's Exhibit 14-A, and I never saw that check until I saw it downstairs. My endorsement is on there and Mr. Pursell, a member of the Club to which I belonged; he gave me the money for that check for Mr. Norden.

That was done in Harlem; that was done at the club to which I belonged at that time, on 124th Street. That is my signature on People's Exhibit 14-B, for \$20 bearing date August 26; Mr. Hanly was a member of the club, a teamster in that district. He lives there; he does all his work in Harlem.

People's Exhibit 14-C, a check for \$10; the same gentleman, Mr. Hanly. I never endorsed that check for \$95; I never saw it until I saw it downstairs; the highest he ever got into me for was \$40 and he never paid that.

That one was signed by me and made payable to the Long Island Railroad Company; that is my signature; the one beneath it I don't know about (Witness referring to Exhibit

14-F) This is my signature and was cashed by me, Mr. Norden being with me at the time, I brought him over and cashed it at the Cafe at the corner of 125th Street and Park Avenue, Mr. Haas.

The name that appears is Haas & Co; John F. Haas & Co., they kept a cafe on the corner; this is another man --These people are uptown, corner of Park Avenue and 125th Street, right within a block of the Club; this was used by me in Long Island, this check for \$10.

I paid cash for most of these, if I didn't have the cash I would bring them over and have them cashed, he being with me and turned the money over to him.

I can say that I never did receive any of the proceeds of those checks. My name is on this, People's Exhibit 14, \$20.; that is my name; I cashed that for him.

That is payable to my order; that check I don't know anything about. That is referring to People's Exhibit 19; this check I know nothing about, nor this check for \$3., the farm and poultry publishing company, I don't know anything about it; he said I received that paper, but I never had it.

I did not write the words "Pay to the order of Harry F. Newington" on People's Exhibit 12; I don't think

I did; I don't remember of ever seeing that check (referring to People's Exhibit No. 12.)

It looks like my handwriting; it is my handwriting I guess, but I don't remember ever receiving that check; it looks like my handwriting though.

My best impression is that it is my handwriting. I never saw that next check; I have no recollection of that check in any way shape or form; referring to check for \$72, Exhibit 12, on which I have identified my handwriting; it is my handwriting; I have no recollection of it.

I now hold in my hand People's Exhibit 17, a check for \$250; I don't know anything about that; I had nothing to do with that.

I knew nothing about the account that Mr. Norden had in the Van Norden Trust Company; I knew nothing about his affairs in any way, shape or form.

The blue checks were taken from a small pocket check book. During the summer I sold --that is the summer of 1902. Mr. Hart and myself --Mr. Hart had an idea he wanted to go into the chicken, into the frog raising and chicken business and I was inquiring if any one knew where there was a farm with a pond on it.

About this time Norden came to me; I don't know but I mentioned it in his presence and he came to me and

said that he had a farm in Long Island, 150 acres, and that there was a large pond on it and he could get it for me for a mortgage of two thousand dollars that was on it and an equity of two thousand dollars and that he would get the equity of that for the two thousand dollar mortgage I had on some Connecticut property.

I was to exchange the equity in a Connecticut mortgage for that property; a mortgage of two thousand dollars I had on a piece of property in Connecticut. I was to exchange the mortgage; I had a mortgage of two thousand dollars on a piece of property in Connecticut. I was to give the mortgage to Norden's party in exchange for this farm; for this farm at Smithtown, Long Island, which had on it two thousand dollars mortgage; in other words I was paying four thousand dollars for the farm.

I went down one Sunday, I don't know just when it was but I think it was in --Oh, yes, Mr. Hart's money went into it, too. He put in a thousand dollars but that had nothing to do with the farm; the farm was another proposition; there were two farms before we got through, I had to take another.

I went down to Smithtown with Norden and we looked at the farm and I found it suited our purposes. I then

agreed to transfer my mortgage for the farm, and deeds were made out to that effect.

I went down there to have the thing fixed up when I ascertained that foreclosures proceedings had been brought against it and lis pendens had been filed; I then started in to raise the Old Harry with Norden and wanted --

This was before I found that the note had been protested, and that Norden collected the money on it. This was the summer before the November when I discovered the protest of the note.

I went with Norden down to the farm; we there met Mr. Theron L. Smith; I was introduced to him; I had never seen the gentleman before and through him the bargain was made.

Well, then I discovered that they could not deliver to me the proper title to the property; I insisted upon a return of my mortgage; they then brought me down to a place called Commacks; we rode down from Smithtown and there was a farm there of 57 acres, cultivated, about three hundred peach trees on it and I think they said thirty acres of corn; I didn't know any-thing about these things but what they told me; they said there was a thousand dollars worth of --

I was not a farmer; I never slept a night there in my life; never had anything to do with the place personally, never slept a night there and know nothing about farming; this was for Mr. Hart.

Mr. Hart went down there and took charge afterwards and as a result of my talk with Norden and Smith they transferred to me this farm with all the corn and peaches and apples and other things and that they informed me were worth a thousand dollars.

There was no pond on it; I had to abandon the frog part of it; it did not materialize; I took title to that property subject to a \$2000 mortgage and had the property. That is all.

That is the place where the incubators were sent and preparations were made for the production of chickens. That undertaking was a failure.

Mr. Hart conducted the management of that estate from that time until the following January when he abandoned it. Now, do you want me to tell my connection with Mr. Norden on that?

Now, Mr. Norden, after I purchased it, came to me and we talked about what I wanted to put up there; I wanted to put up large henneries and he said that his architect knew all about henneries and he would draw me plans for

fine henneries. Now, we brought Mr. Albinger down there. He looked the place over and in a couple of weeks had the plans of a henery drawn. I then asked him to go ahead and make estimates of the material we would want down there.

This was done while I was down there; on the way back this was. I went down there for the day; we went down there for the day; I would go down there for the day and return here at night.

I have had business relations with Albinger and Norden in connection with this farm on Long Island in which Mr. Hart and I were partners; we were together; I owned the place and he was to run it; he wanted it.

I first heard of Norden's arrest in this building the day of his arrest; I think it was the third day of October, or the fourth.

Theron Smith was the man from whom I purchased these farms, or through whom the farms were purchased; he was an agent down there who has charge, practically, of all that section. He gave me checks.

I did not cash checks for him, but for myself; he owed me \$950., and he paid me in checks to the amount of \$600., every one of which was good.

There is nothing in connection with the check transaction between Theron L. Smith and the defendant, that

I fear if you want to go into it --the man owes me money. You are making a threat to go into it.

I will reserve no such right; I have nothing to fear in it and none of your threats will make it so.

I was arrested for this thing, for taking another man's checks; he brought the man into court to swear he gave them to me; Officer Rappolt did. You were my counsel then.

And they also had my name in Norden's indictment. When Norden was arrested on the note they had me for the purpose of affecting the two together; for the purpose of affecting this case. This prosecution, I think they wanted to blacken me; I think that was your scheme.

On that occasion you were my counsel. Mr. Sandford prosecuted me. I was discharged. Before I was discharged I was in the Tombs for a week and the Grand Jury refused to indict.

I was discharged when the Grand Jury refused to indict. I was in the Tombs and Mr. Norden was there at the same time.

I was not arrested and I did not answer any charge connected with the stealing of this note ; Officer Rappolt is mistaken; I was arrested for these checks. After I was discharged, I did not have any conversation with Norden

or with Norden's lawyer's about the charge which was being brought against Norden by Mr. Sandford or he prosecuting it.

I testified in the Lower court; I had never seen Mr. Campbell before in my life, before he examined me in the lower court, but I did testify ---

It was after I had been discharged on the check matter, about two days after. After I was discharged on the check matter Mr. Sandford called me as a witness against Norden.

"Q (By Mr. Sandford.) Did the defendant, Norden ever hand you deliver to you or give you, in any way, one cent of the proceeds of the discount by him of this note? A Give to me, no, sir." I made that answer.

At the time when I testified in the Police Court, as a witness against Norden, you were there as my counsel. Mr. Sandford was conducting the examination, before the magistrate.

I never had a consultation with Mr. Norden, or with anybody connected with the case in any way, shape or form. When I discussed this case with Mr. Settell he was not the attorney for Mr. Norden and told me so; he said he did not expect to be. Whatever we discussed were purely

abstract questions, connected with the law of the case.

I never had a consultation, I never advised Mr. Norden, nor did I ever advise Mr. Albinger and never had a conversation with Mr. Albinger.

I do decidedly draw a distinction between discussing abstract questions with Mr. Settell and advising in the defence of Norden, as a lawyer. Settell was not Mr. Norden's lawyer at the time I talked to him.

I had my name put on the door of the office of Mr. Campbell about the latter part of, or the middle of November. My name remained there until the first of January, or up to about the first of January.

I was not in partnership with them; I was asked down to try some cases for them; I went down with Mr. Glassburg; Mr. Glassburg asked me to go down there and I tried some cases before his Honor, one case in particular, that is for Mr. Glassburg, and that brought me to the office and there was not room enough; there were too many people in there and I never brought in a desk.

All this time Mr. Norden was in Boston and was not in New York. When the court of General Sessions wanted Mr. Norden to plead they had to send to Boston for him and he only came here at the time of his pleading and the time

he came here to have a day set for his trial.

I know that; I know that they sent for him through Mr. Campbell coming over here and making a motion to that effect and Mr. Campbell told me that Norden was in Boston or was supposed to be in Boston.

And he came back from Boston in response to a telegram to come here and stand trial the following Monday; he arrived here the Sunday morning before and I met him on 125th Street and he told me he had arrived in New York that day.

I was a witness against Norden on his trial and before the Grand Jury; I was. Now, I would like to state with reference to the statement of Mrs. Norden. She said she had a conversation with me. She came to the office that morning.

She came to the office the morning after her husband's conviction and she was in the state that you would expect a woman would be that had suffered what she suffered, and she said something to me, I forget what it was, but I know I told her that the only thing I thought could be done for her husband was that a petition be drawn up and be signed by the jury, the men on the jury that convicted him, because they did recommend him to extreme mercy, or

extreme clemency; that a petition be drawn up, that the jury sign it and present it to Judge Foster asking for extreme clemency; that is the only conversation I had with reference to Norden's transactions at all.

Now then Mr. Albinger, in the afternoon, the first time I had a conversation with him --this was after Norden's conviction; I had heard that they had a check of mine for three or four hundred dollars which was made payable to me.

I met Albinger and asked him if such a check was in existence, and he said, "No"; I said, "Did you ever draw a check for me"; "Well", he says, "I sent you a check for that work that you did for me in the foreclosure proceedings in Brooklyn"; "Well", I said, "I don't recollect any such thing" and I don't either and probably that is what he has reference to, but I have no recollection of it.

I did not, knowingly, at any time, receive any of the proceeds of the sale of that note or the discount of that note, marked People's Exhibit No. 4.

I testified before the Grand Jury. That it was a question in my mind -- Mr. Settell brought that statement to me and I was sitting down --I never had talked with him about the case in any way, shape or form, and Mr. Settell

came to me with that statement and he says, "Will you sign that"; I looked it over and I says, "What for?"; he says, "Won't that be your testimony in court?" I says, "No, sir"; he says, "Why"; I says, "There is more to it than that"; "Well", he said, "Mr. Glassburg prepared this statement and asked me to sublit it to you and have you sign it".

I presume People's Exhibit No. 22 is that statement; whatever it was I handed it back and said I would not sign any such statement because it was not my testimony and if they wanted my testimony they should ask me about it, but I never dictated that, never had anything to do with its dictation, never knew it was in process of being typewritten; it was handed to me, I read it, they asked me to sign it, and I refused.

I don't remember Mr. Sandford asking me, "Did you instruct Mr. Norden in regard to what he should do with the proceeds of the discount of this note when he should succeed in getting it discounted". If it is there I presume he did.

I did say "A At that time he was to bring the proceeds back to me". That was in the Police Court. Mr. Sandford would not permit me to tell the whole story. The stenographer's report will show that Mr. Sandford never asked me about this case; he put me upon the witness stand

and he refused to allow me to tell the whole story; he never asked me out of court, never questioned me out of court about it, never sent for me, the District Attorney's office never asked me to appear here in this case, at any time, or never consulted me or asked me what I knew about it before I went upon the witness stand.

I was subpoenaed and put upon the witness stand and my testimony given and he objected to my telling my story; he didn't want me to tell it.

Well, it is the record; it is a part of the record, the record will show that. I will open the door as wide as you want it. "A I told Norden to go to Mr. Reynolds and tell him that the note was all right and to have it discounted". I did so testify.

"A I told him to tell Reynolds to have it discounted in New Haven; I knew it would be discounted if the representations made to me were true; I gave specific instructions that it should be discounted". I did so testify.

That was before recess. "I told him to sell the note and get his expenses out of it". That was in the following -- that was the second or third conference I had with Mr. Norden. I so testified upon the trial.

Yes, sir, at the interview I had, Mr. Sandford asked me, "To sell it to anybody? A Yes, sir, or anywhere". I made this statement upon the trial.

I did make the statement, "Oh, no, I thought we were following it down historically. I am telling you the events as they occurred day by day. There were four or five days of this transaction".

"After his return the second time, when he returned from Connecticut and told me --I told him to take that note and get for it what he could and to return to me the proceeds after deducting his expenses for his work and other things." A Yes, sir." A "I so testified. My recollection was better then than it is now".

I don't know what I meant by that; I only know that that is true historically; I don't know but that is the best way to put it, I don't know.

Will you read that again? Yes, sir; I was confused at the time with the difference in dates; they would not permit me to testify as I wanted to testify, historically. I had a number of conversations with Mr. Norden about this note.

A G N E S A L B I N G E R, a witness called on behalf of the defendant, being duly sworn, testified as follows:

I am the wife of Frank E. Albinger; the wife of that gentleman. I live at 894 Eagle Avenue. I was living with him in the year, in the summer of 1902, and I am living with him yet.

I remember having Mr. and Mrs. Norden stay with me in July or August, 1902; they stayed for several weeks. This was in Kenwood, Brooklyn. I do not understand the question.

Mr. Norden and Mr. Albinger used to come together home in the evening, together. They said one time that they had been to New Haven; they came back together; they said they came from New Haven; it was about the note; about cashing a note.

They got money, cashed the note, and I don't know how it is called. They had the money with them. When they came back late in the evening they said where they had been.

They came home before and they said, "We have to go in a hurry, we have to go to New Haven". They got dressed and went off to New Haven.

When they came back that was the next day; they came back the next night; they said they had got some money for a note. Well they gave us money and they went off like every day.

They gave me money; they gave me a hundred dollars, and Mrs. Norden got a hundred dollars. They gave me a hundred dollars.

They were going to put the rest of the money in the bank. I asked my husband how it was about that note, what will it be when that note is due, in three or four months and he said, "Oh, it is all right, by this time we will have made plenty of money to pay it".

Mrs. Norden came --I guess it was; I don't know; I can't say exactly it was nine hundred or twelve hundred they got; I can't say exactly how much it was, but I know it was something about nine or twelve hundred; something like that.

CROSS EXAMINATION:

I live now at 894 Eagle Avenue; I am living with my husband to-day; I saw him this morning. I did not tell him I was coming down here.

I know about the case since December, two or three days before Christmas. Mr. Albinger told me about it; he showed me the paper.

I saw Mr. Conlon that same evening, he was by Mrs. Norden; when we left the house; when we came down Mr. Conlon passed us. He said, "How do you do, Mrs. Albinger".

He said that; the same evening that Norden was convicted. I saw him downstairs by Mrs. Norden's house, on the street, as I was coming out of Norden's house.

I don't know where he was coming; he shook hands and said, "How do you do Mrs. Albinger". I can't tell about the number of feet he was from the house. Maybe it was one door away; I said maybe.

I said maybe one or two doors away; it wasn't more than two; it wasn't more than two. I did not see Mr. Conlon go into Mrs. Norden's house; I did not look back.

I didn't see Mr. Conlon after that; I have never seen him from that day to this. I didn't see him many times before that. I had seen him before that; he came up to my house in Kenwood once, and I met him once in his office, and that is all I ever saw of Mr. Conlon.

I had seen him a long time before the night of the conviction; it wasn't a year; I saw him in the office in Eighth Street, once, I guess, in St. Marks Place, in Mr. Norden's office. That is right.

Mr. Norden and Mr. Albinger were there, and Mr. Conlon said, "How do you do". That is all I said. He never spoke more to me. "How do you do", just a few words.

He was no particular friend of mine. I never told him anything more than "How do you do". That is right. I beg your pardon. I haven't seen Mr. Conlon to-day.

I know Mr. Chanler; I first saw him to-day. I know Mr. White; I first saw him to-day; I never saw him before. I got a subpoena. I do know what a subpoena is; to come here to-day. I got that this morning.

I did not get it at the door here, as I came in. I have not got it with me. A gentleman came to the house. I don't see him now in court.

I told him something about the case; I told him -- I beg your pardon. I told him that I know this.

This Kenwood Park is somewhere down near Sheeps-head Bay. I was down there longer than a year; over a year. I remember this night in 1902 very distinctly. We used to speak about that, when they came from New Haven.

It is a great inconvenience for me to come down here to-day. To the gentleman who served the subpoena upon me, I said yes, sir. Because I had to take the three children with me to-day. I said I was coming down to-day.

I got that subpoena at half past eleven. I came as quick as I could. I asked the gentleman who handed the subpoena whether I had to come down, and he said I have

to come down. It was served at half past eleven o'clock. I could have come tomorrow just as well as to-day; I did not tell him that. He asked me to come down and I said, "Well".

He did not ask me if it would be just as convenient for me to come down tomorrow as to-day. I am not very friendly with my husband.

"Q Mr. Conlon at one time took proceedings to have you committed to an insane asylum, didn't he? A Mr. Conlon?" "Q He was an attorney in the matter, wasn't he? A Oh, I don't know --that I don't know."

I know Frederick Wendelt and have known him four years, over four years. I have seen him not for two years and then I met him again after two years. I didn't see him in 1902. I have seen him since then; I saw him recently.

I have seen him since Mr. Norden was convicted. I did not state to Mr. Wendelt that I would perjure myself in order to have my husband, Mr. Albinger put in jail. I did not at any time make that statement to Mr. Wendelt.

I am not friendly with my husband; I live with him. I want to go away and work like I did last year when he didn't give me anything to eat and when the neighbors were feeding me and he took my children away from me. He

took my children away from me; he would not let me have the children. I am looking for work, yes, sir, and I want to take my children with me.

"Q You would be thankful for anything that would deprive you of your husband's company, is that not so? A I don't understand that question."

Mrs. Norden was at Kenwood Park that night; she got one hundred dollars. Mr Norden gave it to her. I got a hundred from Mr. Albinger. I didn't see any other money.

That was the next morning when I got the hundred dollars. I got the hundred dollars the next morning. Mr. Norden gave Mrs. Norden her one hundred dollars the same night, I don't know but she had it the next morning. She had one hundred dollars the next morning.

I did not say that I saw Mr. Norden give Mrs. Norden one hundred dollars. She had the one hundred dollars the next morning. That is all I know about her hundred dollars. She had the one hundred dollars the morning after they went to New Haven.

When Mr. Albinger gave me the hundred dollars Mrs. Norden was down in the dining room. She did ~~not~~ see him give me that; she was right there, and Mr. Norden was there; that is all; nobody else.

There was nobody else there except a servant. I remember that. Mr. Albinger used to give me money, certainly. Mrs. Norden told me that she got one hundred dollars, too; she told me she got one hundred dollars from Mr. Norden; she told me that the next morning. I don't remember the date.

I could not say it was July or August; I could not tell the date; it was not September. I don't think it was June.

It was after twelve o'clock to-day when I first saw you or Mr. White. Mr. White and you came in together in your office. That is the first time I had ever seen either of you in my life.

I was sitting in your office with my children; with my three children. You asked me if I could come. You did not say anything to me about coming tomorrow.

You said if the children would like to have something. You said if the children maybe would tell it; tell that they were there; tell their father.

This is the man that served the subpoena on me this morning. Mr. Wandelt is an architect; he is a friend of my husband; a good friend.

Mr. Albinger and Mr. Norden reached Kenwood Park about eleven that night, maybe it was a little before,

or maybe a little agter; I can't tell. It was about eleven o'clock.

Mrs. Norden and I were up; we had not gone to bed. I am very distinct in my recollection of that fact. Well, they said that they --had been to New Haven.

I have never talked with Mr. Wendelt about this case. In February, 1903, Mr. Albinger had some sort of proceedings against me. I did not run away; I did not leave town. I went to Jersey that night when I was afraid to go home; I went over to jersey to Mr. Wandelt; he is a friend of mine; I stayed there that night.

I certainly talked with him. About what a conversation? I did not state on that occasion to Mr. Wandelt that I would perjure myself to secure my husband's conviction; or words to that effect, that I would perjure myself to put my husband in jail. I did not state that.

I was very angry with my husband then but I would never do anything like that. I am still angry with him; just as angry as I was then.

I came down here to testify to-day because I know this what I have testified to, and I thought I could tell it, because I know since last December, since Mr. Norden was indicted, that they said that they gave all the money

to Conlon. Mrs. Norden and Mr. Albinger said that in Mrs. Norden's house; that was the night when Mr. Norden was convicted; they said that and I was there.

Mr. Conlon and his lawyer knew that I was ready to testify that I had received this hundred dollars from my husband that night, because I came there and told them; I told it to Mr. Chanler.

Well, I found out where Mr. Conlon's club was and I wanted to--I found out where Mr. Conlon's club was last night. I went and asked the people there if there was any friend of Mr. Conlon's if I could see Mr. Conlon's lawyer, and they told me at the club.

I went to Mr. Chanler's office to-day. I had a subpoena before I went there. I told this gentleman, (H. C. Daly) that I wanted to be a witness; I told him at the club last night; that is how I was subpoenaed this morning.

I offered my services before I was subpoenaed; that is it. Mrs. Norden was telling Mr. Albinger the whole thing, how Mr. Norden was convicted. They were talking it all over.

Mrs. Norden told him that Mr. Norden said that he gave all the money to Mr. Conlon, and Mr. Albinger said, "Well, he will say it too." Mr. Albinger said he would

AMX ix AMX

say it too. That was the night that this man was convicted.

It was my little boy came home, and he said, "Papa can't or won't be home before maybe an hour. He is going around in some express office, or something like that, about something about New Haven." He said, "Maybe Mr. Norden is going to be free to-morrow".

When I heard that Mr. Norden was going to be free to-morrow, I thought that meant that Mr. Conlon was going to be convicted.

It was to prevent the conviction of Mr. Conlon that I went around to Mr. Conlon's club to look for his friends. That was through a personal friendship for Mr. Conlon. Mr. Conlon was not a particular friend of mine.

He is not a particular friend of mine. My motive in going around to the club and testifying for Conlon was because they said they gave all the money to Mr. Conlon, and I know that they did not; because we got some; I got some.

I don't know if they gave him any of it. The only reason I had for thinking he didn't get all of it was because I got some of it. Albinger and Norden said they were going to put it in the bank. Well, certainly, they put it in the bank; they couldn't give it ~~all~~ to Mr. Conlon.

MARTIN CONLON, the defendant, resumes the stand.

I was born in New Haven, Connecticut. I am forty-two. My first business was superintendednt in a clock company. I worked in the clock company in New Haven, Connecticut from 1877, or 1878, down to 1889.

I was not then admitted to the bar. I was admitted to the bar in 1896 in New Haven, Connecticut. I remained in New Haven, Connecticut, practicing law for three years.

I had always lived in New Haven to the end of that three years--no--well, yes, practically. That brings me to 1899. In 1899 I came to New York to practice law. I was admitted to practice in this State in 1899; the January term of the Court; the Appellate Division in this department; on motion.

I had only practiced three years in Connecticut; that is all the requirements are. Mr. Adams made the motion on the recommendation of Mr. Simon Baldwin. You will get everything I can give you.

until
I practiced law in New York after that about the middle of June, 1902, two years ago, June of two years ago. Not continuously from January 1899 until June 1902; I am mixed in my dates.

I was admitted to practice here in January, 1899; I practiced law in New York three months after that. Then I went back to New Haven, and remained in New Haven until about three years ago last January, until 1901.

Then I came to New York again and resumed the practice of law here. When I came to New York in January 1901 I lived at Fifth Avenue, I forget the number; I think it was 2166. I lived there about two and a half years, continuously.

That was last August I went over to No. 51 East 129th Street. I lived at the number on Fifth Avenue until August, 1903, continuously. It was a flat; I lived on the second floor. I am a poor hand to remember numbers; 51.

I am poor at remembering figures too, unless I have the papers before me, but it was, I will say it was, Fernley Hall, on 129th Street, next to the Catholic Church. Now, it is No. 51, in my judgment, I am sure it is.

I am very tired this afternoon; I have been laboring under a strain. I can hardly think. That is on the left hand side. I don't know who owns that building; some doctor was the landlord; I don't know who; Dr. Morawitz.

I paid rent to the owner, I suppose, the landlord. I think that is the name, Morawitz or Horawitz. I continued

to reside there until I got into this trouble, about October. Do you want the exact date? The day after Election.

Well, I don't know whether you would call it moving. I had hired a place in Brooklyn. I did not go to Brooklyn; I retained for voting purposes my residence at No. 51 East 129th Street.

Did I say 51? yes.--Well, "Pernly Hall", anybody knows it. My family moved. My furniture was moved to 137, or some such number, East 127th Street, two blocks the other way, and one block down.

I gave up my apartments in that place. I hired a room from the janitor for election purposes. I went there about two or three times; I left a trunk there; that is all I went there.

Why, I had --let me see --that was just about the time this trouble came on; about the time of this trouble. I am not trying to evade anything; my mind is in a pretty clouded condition; I was sick all night; I am trying to hold up. You will excuse me, and I will answer everything.

I am a little played out, but go on. I won't have any trouble now. Go on. I will stand it until four o'clock, and I will feel all right until four o'clock. I will not ask to have his Honor adjourn. I will stand here

until four o'clock and I will go along and answer quickly and intelligently, I will make a special effort.

After I left 129th Street it is my impression I slept on 127th Street; I did; I didn't go there to live permanently; we moved our furniture in, because we intended to go to Brooklyn; I hired a flat over there, or a place over there, and paid the rent there.

My wife paid the rent there; I don't have anything to do with those things at all. I never did anything else in my life but pay my rent, or my wife did.

My wife takes care of those things; I don't think I ever paid rent in my life; not personally; I don't attend to those things at all, I have nothing to do with them.

Well, I can send for that, and get it. Let me see, the man the rent was paid to in the apartment, and who hired them to me? In Brooklyn. I don't know his name. I can send up home and have that for you to-morrow morning.

You will find the landlord --You will find the landlord there; I think his name is Cohn, I think so, I don't know. We paid the rent to the landlord I suppose, in the Fifth Avenue place; his name is Newington; Harry W., I think; you got it there, that is the right name.

That is the gentleman whose name is on that check. I don't know if that is a check for my rent. Mr. Albinger

said he sent me that check the day he saw me down there; if I sent it for the rent, I never knew it until I saw it here; I don't know now.

I am surprised now that that check paid my rent; that check--surprised me as much as could be, and I wouldn't say now that I did, only that I am pretty sure that it is my writing.

I moved from 129th Street retaining a voting residence there, when I got into this trouble. I was not in trouble in regard to this note transaction.

I would not suspect that any intelligent man thought I was guilty; I would not suspect that. I don't know who believed me, other than you; I don't know anybody else who ever suspected me but you.

Stern & Rushmore never suspected me at all. Mr. Stern, this gentleman here, --now just wait and I will tell you what I know -- this gentleman here and myself had a talk before the Grand jury and he asked me if I did not.

You asked me what I know of Stern & Rushmore, and I ask that I be permitted to answer. This is the first time I ever saw the papers; it appears to be my name that is crossed out that appears in those papers as jointly charged with Edwin J. Norden for the larceny of the proceeds of the

Darrah note; it appears to be so, but I never saw the papers before.

That my name was scratched out; I was told that in the court, but I never saw that paper before. I was so informed that my name appeared in these papers.

I was informed downstairs in the court; I said at the time of the preliminary hearing I was informed, in the court, that they had my name in there in connection with Norden's, and they scratched it out learning from the witnesses that I could not be connected with the offence.

Some one told me that you had scratched it out after hearing the testimony of Shea, that Norden came, that Norden got the money.

I am feeling better this morning; I had four hours sleep last night; I slept not a wink the night before; I took some bromo seltzer yesterday afternoon and it affected me so, my mind so that I could not think.

I think my memory is first class this morning. I have no reason to think otherwise but that all the details of this transaction are clear in my mind.

My memory is as clear today as it was when I testified upon the trial of Edwin J. Norden in this court. I don't know why it should be any clearer--no, sir, it is

just as clear. It is as clear as when I testified before ~~the~~ Magistrate Barlow on the preliminary examination in Norden's case; it is just as clear. All the facts stand out.

I remember -- I did not testify to all the facts in these cases but all the facts I did testify to. pardon me. I want to answer correctly and I will say yes --

The first I knew of this note was when Mr. Ensign first spoke to me about it. The stenographer did not hand it to me, I found it there that night. She was not there. I can't think of her name; that is the name, Miss Anna Nowak. She had been in my employ about a year and a half. After this transaction she remained in my employ about two months, until about September, 1902.

I told Ensign I would tear up or give away the note, when Norden had returned from New Haven, the first time; that is before he went back to sell it.

When Mr. Norden returned from New Haven the first time, I stated to Mr. Ensign that in certain contingencies I would either tear that note up or give it away.

Now, let me see if I understand you right. I want to follow this thing correctly, --that I was told -- yes --that was the second time; that was before I had heard

anything about the note at all. The only thing I knew about the note was that Mr. Beecher was a man of the highest financial standing.

I told the man who had given me that note, in regard to a note by Mr. Beecher, of the highest financial standing, that in a certain contingency I would tear that note up or give it away. That is right.

When I made that statement Mr. Ensign said, "All right". Mr. Ensign said I might do it, because he was absolutely sure it was all right at the time.

I did not question Mr. Ensign--I believed that he had authority to authorize me to tear up or give away that note; I had good reason to believe so, otherwise ---

I have had considerable experience as a lawyer. I never was a business man. I studied the subject of bills and notes. I presume I am familiar with commercial usages.

There was no note broker in this matter. I am not familiar with the usages in the occupation of what is termed a note broker. I know what a note broker is, but I am not familiar with the usages, if there are any special usages.

I was not familiar with the fact that a note broker, like a real estate broker, looks entirely to the fruits of his labor, the commission thereon, for his compensation;

I did not think of the matter at all; now, I was not anxious for this note; that is all I want to say --

I never expressed any anxiety and never expected to get these notes. Mr. Ensign told me there were four notes, each for \$2,500.

After the first one had been delivered he told me that if the first one was properly handled the other three would be forth coming, to be handled in the same way.

I never expected to get the first one; I got it, I am sorry to say. I was not particularly elated when I got it; I never cared about it.

There was to be something in it for me; but I was not hankering after that kind of business; I never did it and never followed it.

I don't say that I would not have taken the other three if they had been brought to me; I would have taken anything that there was money in or could be earned legitimately, but I was not, at that time, hankering for work.

I did not state to Mr. Ensign that I was anxious to get all four of the notes; in fact Mr. Ensign was particularly anxious to take the note; I did not solicit Mr. Ensign; he solicited me. He came to my office. Judge Ensign was around my office all the time trying to put things

on to me; and did put some things on to me; oh, yes, if you want to know what they are I will tell you. Not this note; I didn't lose on this very fortunately, only what I have lost since; -- yes, this among others.

The agreement was that ten per cent was to be deducted, kept for commission, ten per cent, the Judge told me --I heard Mr. Ensign's statement on the stand in regard to the commission which was to be paid; it was correct.

The agreement between me and Mr. Ensign was that ten per cent of the amount received for the note would be the compensation, and that out of the ten per cent the expenses were to be paid.

If I said that the expenses were to be deducted from the amount realized, and ten per cent taken out of what was left, I was mistaken; if I said that I was in error.

I don't recollect saying it, but if you say I said it --I don't recollect it, but I did not intend to say that, because that was not the fact.

I said yesterday that I authorized Mr. Norden to sell the note and take his expenses out of it and retain five per cent of what was left; he was to have the half that I had.

When I sent Mr. Norden to New Haven to Mr. Reynolds I authorized him to sell the note; that is right; he was to take out of the proceeds the expenses and retain five per cent of what was left for his services; I said that yesterday. That was not an error.

I was authorized to retain five per cent. My understanding of it was to retain expenses and five per cent. That is the best answer I can make; Judge Ensign --

It was not a mistake yesterday when I testified that I authorized Mr. Norden to retain expenses and five per cent.

I am perfectly clear in my mind. I know perfectly the questions you ask me this morning. Mr. Norden made two trips to New Haven, to my knowledge; I ~~did~~ not know of any others.

When Mr. Norden came back from the second trip he had the note in his possession; he had not left it in New Haven, Connecticut, because I saw it. I am as positive as a man can be of anything. I haven't any doubt of it at all.

I saw the note when Mr. Norden came back from New Haven the second time. So far as I knew from that time on until my interview with Shea, in November, I never knew that

note was in New Haven. That is correct. I am positive of that, Mr. Sandford. There can be no mistake whatsoever; none. Why ask that? I said so. I don't have to think it over; that is the fact.

I will warn you if I want any more time to consider any of your questions. I did know that that note was in New York. I had been informed that it was in the Varick Bank.

I received a number of letters from Mr. Ensign in regard to this note; two or three. Oh, I don't know what you mean by a number; yes, I received some; I don't know how many.

I wrote him; I called at his office and I don't know; I did not pay much attention to them; I wrote him; he has got my letters.

I think I called at Mr. Ensign's office on Broadway one afternoon, around the first of August, or some time in August. I wrote one or two letters to Mr. Ensign between July, 1902, and November of that year. I would not say now if I wrote more than one; I did not consider--Judge Ensign turned me over to Major Whelply in the office and said he cleaned his hands of it, in the office.

"Q That was a few days after you received the note? A No, it was not, no, no." It may be ten days after I received the note; I don't recollect; it is two years ago; I would not attempt to recollect it; it was not more than ten days or two weeks.

I met Mr. Whelply two or three times. The first time I met him Mr. Ensign brought him to my office; that was after Norden's second trip to Montreal.

It was while Norden had the note in New York, during that time, though I can't state the date. That was the occasion when Mr. Ensign washed his hands of the matter.

Mr. Whelply and I left the office together; we went down in the elevator and he --well it was such a long conversation --it was a long conversation--there was -- I don't know.

I --let me see if I can think of just what was said. Mr. Ensign brought Mr. Whelply into the office and he introduced Mr. Whelply and he says, "Now, talk to Major Whelply about this note", I think that is what he said, or words to that effect, "I have no more to do with it". Judge Ensign said that.

Then Mr. Whelply--I said --I talked to Mr. Whelply about the note; he hawked the note about New Haven, and

offered it for \$1,500; he said that was so and he would be lucky, or words to that effect, if he could get \$1500 for it. I recollect that very distinctly.

He said that New York was flooded with these notes; I am not giving the exact words, I am giving the substance of it; that New York was flooded with them, or that they could be bought anywhere, and you could get them for any old sum, they were offering them any place.

I remember being a witness in this court room on the trial of Edwin J. Norden. I remember I testified; I don't remember the testimony; the same as I gave here, I presume.

I remember the testimony before Magistrate parlow, on the examination in the case against Edwin J. Norden. I remember being examined by you.

"A When Mr. Norden came back, and told me what state of affairs he met with in Connecticut --judge Ensign came in and told him that the man whom I sent to Connecticut had gone to the person whom I sent, and they went back to the bank, and the bank told them that they were loaded with Mr. Beecher's notes, that he was spreading them all over the country, and not meeting them when they matured; that a man named Major Whelply, who some ex-judge Ensign told me, some distinguished character in New York, had been

to Connecticut, and offered the note in New Haven for \$1500. I says, when I took that note from you, the agreement was and you told me that you knew that that note had not been hawked in Connecticut. I says, Now the man who has got it, I have advised to sell the note and get out of it his expenses and return to me the remainder, however much he may get for it; to sell it for what he can; the man who had attempted to sell it for fifteen hundred dollars, and I don't know why--we talked in this general way. He said that he had not known that before, and he would bring Major Whelply to the office. I told him I did not care whether he brought Major Whelply there or not. But he did bring Major Whelply there, and I refused to discuss the note with him". I remember giving that testimony.

I remember stating that I refused to discuss the note with Major Whelply; that was true. What I said this morning is true also and I did discuss it with Major Whelply after refusing to do so.

As far as it went I intended to be understood in the Magistrate's Court, when I gave that testimony, as having had a conference with Major Whelply, in regard to it. I told you we walked out together; in the office I refused

to talk with him; I walked out and was going on my way out at the time Major Whelply came in.

The Major stopped me and we went down in the elevator together and he insisted upon talking. This was a standing up examination and all that was said was said on the impulse; I stood up before the bar and we didn't go into it generally; you did not go into the question at all; you did not go into the details.

That is all I had a chance to say because that finishes my testimony; I would be much surprised if there was more. You permitted me to tell just as much as you thought I ought and no more.

I don't want to argue the matter, Mr. Sandford. I was not permitted to tell this story as I told it yesterday and never have been.

I got no instructions at all; I told you I didn't get the note; he brought the note there. I had no instructions as to disposing of that note from Mr. Ensign; I want you to understand --

It is not a fact that Mr. Ensign instructed me to have that note discounted outside the city of New Haven, and not in the city of New Haven.

Mr. Matt Reynolds, the man whose name I gave to Norden, was attorney for a bank outside of New Haven; I testified to that yesterday. I told him so, yes, sir.

I gave Norden the name of Reynolds because he was an attorney for a bank; it happened to be a bank outside of the city of New Haven that he was attorney for.

"Q And didn't you instruct Norden to leave that note with Reynolds? A No --no." I must have expected Norden to go up there and see Reynolds and get an answer from that bank as to whether or not the note could be discounted. I don't think I expected anything else.

"Q Didn't you know that that was absolutely impossible? A Well, now, how do you want me to answer that question, yes, or no?" No sir.

Mr. Ensign never instructed me on anything; I am positive of that; he never did; Mr. Ensign wanted the note sold to get his commission; he did not care where it was sold or how; I beg pardon for interjecting that; I ought not to do it.

I never told Mr. Ensign that I would go up there and see what was being done there. I wrote Mr. Ensign that letter, Exhibit 24. That is August second, yes, sir. Do you want me to tell you? It was written at night.

I had done with that note at that time as Mr. Ensign had directed me. I mean in the sense that it was -- Do you want me to say what I mean?

I did say that I received no instructions from Mr. Ensign as to what I should do with that note. I wrote him on the second of August from New Haven, that I had done with the note as he directed.

I did not say to Mr. Ensign that I had sent the note up to Connecticut, and that I would go up there and see why I hadn't a report on it.

This letter was written August second; that was Saturday night, as I remember; that was after the date the note was discounted.

I have made inquiries of Norden as to what he had done with the note. First he told me he had it with a furrier on St. Marks Place there, the man up stairs; he told me it was there; that must have been around the latter part of July, before I wrote this letter to Mr. Ensign.

I did receive some information as to where that note was between that time and the writing of this letter; that Mr. Willis, of Brooklyn, Mr. Norden's brother-in-law had it. Oh, several times before I had heard of the -- Before that letter of August, 1902, I had heard that this

note was in the hands of Mr. Willis. It was in reference to Mr. Willis that I wrote the letter stating that I had carried out Mr. Ensign's instructions. That is so.

I wasn't making any explanation to Judge Ensign at all. I didn't state any thing in this letter in regard to difficulties that had been encountered in selling this note.

I did not tell Judge Ensign in this letter, that I had authorized Norden to sell the note anywhere to anybody for anything he could get for it.

I wasn't particularly interested in this note and bothering my head about what he did; it didn't occur to me that any such thing as this was going to happen, and I didn't think the note was worth the paper it was written on.

I say that now, and I don't believe the paper at that time was and I don't believe it now --and that paper would never have been paid to any man other than Jerry Atwater who had it.

I know that absolutely from reliable sources and I will give you my reasons for believing that, if you want them. Mr. Beecher was not put in bankruptcy; but he had a large number of judgments against him on these Darrah notes.

I haven't heard that they have all been paid. Mr. Atwater himself told me that that note was renewed twice, that is, it would not become due until last June; Mr. Atwater told me over here in Boyds restaurant that there was a renewal of that note for two months and then Mr. Beecher paid him \$500 on it.

If you will let me explain this case would be very simple, but if you confine me to -- well, pardon me. I think I stated it very elaborately and went into it.

I did not hear you take any objection to my statement of anything I chose to say. You permitted me to state-- I got every chance; I am finding no fault. I am trying to answer the questions. pardon me, what is the question?

Well, Mr. Norden hadn't those instructions at that time; Mr. Norden hadn't instructions on the second day of August to sell that note to anybody he chose or for any sum he chose.

He received those instructions the day after he came back from New Haven; he told me this, about the note being hawked about there and the banks being full and I, at the time, said to him that he could take the note and do with it as he had a mind to, sell it wherever he had a mind to, but subsequent to that, after I had seen Judge Ensign,

and after I had talked the matter over with Norden, it was agreed that that was not to hold that Mr. Norden was to put it with his friend, the furrier, up stairs, and there was an entirely new arrangement whereby all Mr. Norden was to have was his commission.

I only told that in the course of my transactions with Mr. Norden in trying to go into the details of all that was said between us; so he told me that that was my expression and he tried to claim that over in Long Island City that night, and that his expenses were \$1,500.

I think I was answering that question. I did authorize Mr. Norden to sell the note the day he came back, the night he came back from Mr. Reynolds. I did not send Norden to New Haven the third time; I am positive of that. I never told him to go again, and never knew he went until Mr. Shea told me, in November.

That night at Long Island City I demanded of Norden that he pay me the proceeds of the note. I didn't ask him to pay the money to me; I didn't want it. My demand was that he should make that note good to Mr. Darrah, or Mr. Ensign or Mr. Whelply.

If I took it I would have taken it and handed it over. Well, no, I did not ask Norden to give me that money

if you want to put it that way; I didn't ask him.

I demanded the proceeds of that note only as I stated in my direct examination. That night when I met Norden I told him he had to fix that matter up and settle the note and he said he hadn't the money.

I may have termed that a demand, the same as I termed the other things. I ain't using strictly legal terms here; if you want to use those I will endeavor to use them and we will confine ourselves to them.

Let me see what I have said there and I will tell you. I told, in general, what happened ---that is two years ago and there has been a good many things since --

"Q. Was this question put to you in this court room on the trial of Norden (page 33) "Now, did you go to the defendant, after the discount of this note and demand from him a balance? A I did sir". Well, if that has reference to the night at Long Island City ---

"Q Did you go to the defendant after the discount of this note and demand from him the balance? A I did, sir". That has reference to the night at Long Island.

What was your question? That question was put to me and I made that answer. That is true. I told Norden that he would have to settle the thing.

During the summer of 1902 my office was at 150 Nassau Street. Do you want to know how much money I had at that time.

It is not a fact that I remained up at No. 9 St. Marks place most of the time in the back room. It is not a fact that I left my stenographer, Miss Anna Nowak, in my office at 150 Nassau Street until about the first of September with instructions to give Mr. Ensign no information as to where I was.

That is not true. It is not true that I avoided Mr. Ensign from the time this note came into my possession. I think there were more letters written to him.

You will have to ask my wife what my rent was when I was a tenant of Mr. Newington; I don't recollect; I have no recollection. It might have been \$72 a month.

Well, now, let me see, that was on Fifth Avenue; no, sir, I think it was \$26 or \$27, so that \$72 would be two months rent. I don't know whether it is a fact or not that I paid two months rent to Mr. Newington on the 18th day of July 1902. I don't know.

I haven't any recollection at all of that check. My recollection is very good. My recollection in regard to that check ought to be just as good as it is in regard to

all the other checks; I have studied this--I don't want -- do-you want me to say that? It is.

I am quite positive I never sent Mr. Norden to New Haven more than twice. I think my recollection is much better than it was in the Magistrate's court; I have had occasion to look --yes --it is just as good --I will put it that way.

It is probable that I now recollect more about this than I then did --I don't believe it is possible that in the Magistrate's Court I recollected things in regard to this that I cannot recollect now.

"I told him to take that note and get for it what he could and return to me the proceeds after taking his expenses for his work and other things". That is right.

I testified that I had a conversation with Mr. Shea in November, 1902; and that conversation was the first intimation I had from anyone that Norden had sold the note.

I have no recollection of that telegram. I would say I did not send it; I don't know whether I did or not; I would say I did not.

I don't remember of ever having any occasion to send a telegram to Mr. Shea or having any business of importance with him. The interview with Shea did not take

place at the Grand Union Hotel. It did not take place on the 22nd of November, 1902 at the Grand Union Hotel.

That telegram I never wrote. Now, offer it in evidence and prove it; I never wrote that telegram.

I mean that I never sent a telegram to Mr. Shea at that time and never met Mr. Shea at that time; and never met Mr. Shea in consequence of a telegram which I sent to him only one that I sent to him the Saturday that he met Mr. Norden and myself in March.

I was here in Court on Monday afternoon when Mr. Shea was examined as a witness; I heard the testimony that he gave. I did not see this paper, people's Exhibit 10 handed to him; I did not. I saw you hand him two telegrams; I heard you ask to have those telegrams marked people's Exhibits 9 and 10 for identification. I heard Mr. Shea testify in regard to these matters; I was just trying to think how I could connect that telegram.

In consequence ---I had a conversation with Mr. Shea in November 1902, in consequence of a communication he sent to me, not that I sent to him, he sent to me at my house; I didn't send for Mr. Shea.

If I had more than one conversation with Mr. Shea in November, 1902, this was the first; I don't recollect any other conversation with Shea.

I can only recollect one conversation that I had with Mr. Shea in November, in regard to the note. I won't say that I never had any conversation with him until March, 1903, in regard to the note; I won't say as to that.

I did have a conversation with him in March, 1903 in regard to the note. I did send Mr. Shea a telegram in March, 1903. People's Exhibit 9a is the telegram; that is my telegram, or I sent him a telegram about that date; yes, sir, I sent it.

Shea called me up on the telephone and I had a conversation with him over the telephone. I told him to come to New York at once to see me. Do you want me to tell you what I told him?

He came and Norden and I and he were at the Grand Union Hotel and I had a conversation with Mr. Shea there. Mr. Shea and I did not do all the talking; Mr. Norden did more of it than anyone. The conversation was general.

I did not state to Mr. Shea on that occasion that the District Attorney was after me and Norden in regard to the Darrah note. Mr. Norden did not state it to Mr.

Shea that I recollect, no, as a matter of fact, I understood the District Attorney had been had been writing to Mr. Norden; as a matter of fact the District Attorney had never written to me.

It was long after that that Mr. Darrah asked me to go to the District Attorney's office with him. I suppose I said, "Mr. Norden has some property which he claims is worth \$4,500/" and I suppose Shea said, "If the property is worth \$4500, we surely ought to get \$2,500 out of it." I accede to that.

I don't recollect saying, "now, Mr. Norden has some property and he claims it is worth \$4500", and Mr. Shea saying, "If the property is worth \$4,500, we surely ought to get \$2,500 out of it". I don't recollect that.

Oh yes, my recollection in regard to the whole proceedings that day is very clear, but these statements as to what I said or what Mr. Shea said or Mr. Norden said are not clear; I can tell you what, in general, was said by each to each.

I can't tell you whether or not I made that statement to Shea and he made that reply to me; I might -- yes, I might have said so, but that wasn't all that was said.

I withdraw that. I presume it was said in the course of the conversation; I don't know why it should not be, yet I have no distinct recollection of that specific statement.

The equities were turned over to pay this note. I am sure that was said there; I ain't sure who said anything. I am not sure who said anything.

I am equally positive I did not do all the talking. I had no particular interest in this note transaction until after I heard he had received the money, and this is March, 1903; I was at that time interested in seeing that the note was paid.

Well, I --no, sir, I had not promised Mr. Darrah that I would pay it. If Mr. Darrah says so he is mistaken. I don't think that every one who differs from me is mistaken; I believe he misunderstood me or I didn't make myself clear; I didn't put it that way; it wasn't my intention to do any such thing.

I did not intend to pay one cent on that note and never will pay one cent on that note unless the judgment of the Court decrees I shall.

When Mr. Shea met me in November, 1902, he told me that the note had been sold for \$2,000; that was the first

intimation I had that the note had been sold at all. I cannot recollect what date that was; it was in the early part of November or the latter part of October; I ain't sure, I know it was kind of a cold night. I saw Norden about it later; I saw him the next night.

All he got for it was \$1700, and that his expenses had been \$1700. I did not believe him. I believed Shea when he said he got \$2000--well, I was not questioning either one; I wasn't going through any mental operation to decide those things.

I was interested, but I was trying to determine which was telling the truth and which were not; I am frank -- I am frank in saying I believed Norden.

I believed Norden; I thought at that time he only got \$1700 for it and told that to Darrah afterwards when I went to him and I told that to Mr. Ensign and he knows that.

Mr. Shea told me that Jerry Atwater had bought the note. After Mr. Norden told me he got \$1700 for it and Mr. Shea told me he got \$2000 for it I did not make any inquiry to ascertain who was telling the truth.

I was interested in having the note paid, the matter settled up, that is all; the only interest I had in it was to see that the matter was adjusted and settled up;

I was more anxious at that time, I think, for Mr. Atwater than I was for anybody else; I thought his money ought to go back to him, as at that time I understood he was the only one who had put out any money.

I did not call Mrs Norden up on the telephone on the 17th day of July, and tell her that Albinger and Norden would be back from New Haven, would meet me at the Grand Union Hotel, and would be late in getting home. I am positive of that.

I did not know that they were in New Haven that day. I don't know who paid Shea's expenses for coming down to New York in November, 1902. I paid his expenses in March. I paid for the telephone and his expenses, out of my own pocket.

I paid all the expenses of examining that property; that is my recollection. Although I was not very much interested in the matter and although I never got a cent out of it.

I was decidedly angry with Norden when Shea told me what he got for the note; in fact I did not have anything to do with Norden since that time; I never had anything to do with the man since that time. I am not a particular friend of his and never had been.

Well, I knew he had come around the office; he had been coming around there for a year or a year and a half; that is all I knew about him.

I was not socially friendly with him; no more than I used to have to pass his house to go down to the club and I might have met him and his wife on the street between the club house and his house, nothing more than that.

He had sold the note before that--yes, sir. I was decidedly angry. He was not a particular friend of mine. I did not pay Shea's expenses down from New Haven to try and fix it up for him; not to fix it up for him; I paid Shea's expenses down that day in March.

Oh, Shea was doing other things; he had another matter for me at that time besides that. Shea had considerable --

I was decidedly interested in having this matter fixed up, decidedly so. No, sir; as a matter of fact I thought the \$4500 equity was there. I did think so; positively and decidedly.

he
Norden told me had only those three pieces of property. I think Mr. Darrah is mistaken as to the time I met him on the street; I think it was about June.

I should think it was June; I was standing in the Post office, waiting for a man, I remember I had my rain coat on, and I remember my impression is it was raining, and that is why I thought it was cold weather.

When I met Mr. Darrah we talked. My impression is that Mr. Darrah asked me to go to the District Attorney's office with him. I said I would go if I had the time.

He did not ask me, "Will you go to the District Attorney's office in regard to Norden". I did not say, "Yes". He might have said that -- no, that isn't so.

I did not after that go to the District Attorney's office in regard to the Norden matter. He had not outraged me or made me exceedingly angry.

I felt aggrieved at him and indignant at him, but I don't know how he injured me or outraged me; he outraged himself, I thought.

I never had the fear that that placed me in jeopardy. I don't think I took a receipt from Mr. Norden for the note; I don't think there was anyone saw me give it to him. I knew I was responsible for that note. I had not a thing to show what had become of it. I did not feel any anxiety as to my part in the transaction. There was no outrage there for me.

There was no crime against me; it was against the State of New York. I was not injured; by which the people were injured. I was not personally injured.

I was not requested to go to the Disyriect Attorney's office by the owner of the note. If you will permit me to state what occurred between Mr. parrah and myself there that day you will readily see why I didn't go to the District Attorney's office and why he didn't ask me --

I did not say to Mr. Darrah, "I don't want to have any trouble over this (referring to the note transaction) and I am willing to pay back if you give me time". "Q And in order to secure you I will give you a mortgage on this property down on Long Island"? A No sir. I am sure of that.

Mr. Darrah did not say to me that I had not come in to see him as I promised, and I did not say that I had been very busy and had had it in my mind to come in and see him, and would do so, but that I wanted to see Norden, to see if he, Norden could get some -- if I could get some money out of Norden to help take care of the note. That conversation did not occur at that time or at any time; not that I recollect.

I will say that that conversation did not occur at that time. Will you read that over again, Mr. Stenographer? No, sir. That conversation never occurred between me and Mr. Darrah.

I think I told him I had received no letter from the District Attorney's office; that probably was so. Q " And then did he say to you: "Well, why don't you go"; and did you reply, "I am entirely innocent in this matter, entirely, I never received a dollar and have nothing to fear"? A No sir. Nothing of that sort ever occurred.

He probably said, "Mr. Conlon, why not come and tell all you know about it. Let us walk up to the District Attorney's office".

He might have said, "Let us come up and see Mr. Studin of the District Attorney's office". I probably said, "yes, I will go." I don't think he said, "All right, come along." I don't think that was said; I don't think we got as far as that.

I did not say, "I am not afraid of the District Attorney or anybody else". I said I was willing to go any time when summoned and called there properly.

I said I was willing to go any time. Mr. Darrah said, "Now since then I have heard that Norden has given

you most of that money". I probably said he told me so. He said, "Mr. Ensign reported it to me". I said, "I never received a dollar of the money". Oh, I don't see why -- I say, no, I did not repeat that statement that I had not received a dollar of the money.

He said, "Mr. Conlon, it is said that Mr. Norden can substantiate his claimx by checks bearing your endorse-
ment." I replied, "If there is any such checks in evidence
Or "If
they are forgeries, there are any such checks bearing my name
they are forgeries".

The first I knew of Norden's arrest was when he was brought in the Tombs. I did not have any conversation with Norden after his arrest, before I went on the stand as a witness for the people in the Magistrate's Court.

On the 13th of October 1903 I was called as a witness on behalf of the people in the case against Edwin J. Norden, before Magistrate Barlow in the City Magistrate's Court.

I had no conversation with Norden at all after his arrest and before I testified for the people. I never had any conversation with you. I never refused to converse with you; in fact you never asked me to confer with you. Mr. Sandford, as between man and man I know you did not --

No, sir; you did not ask me a question and I am on an oath. Chanler wasn't there at that time; I have not recollection if there was such a time as that; that is another occasion; I will withdraw that, if that is so, if you have any reference to a time when there was a consultation between Mr. Chanler, myself and you, but any time that you and I personally met, no, sir.

Will you state what the question was, and I will say -- No, sir; you never spoke a word to me in your life till you put me on the witness stand, except what discussions we had in the lower court. Emphatically no.

/It did not occur; I know it did not occur; it is not a question of recollection, I know it did not occur between you and I, as I know you never asked me to go on the witness stand; you didn't ask me a thing that I refused you. The first conversation --

I have seen Norden; not in regard to the case. I have sat down and discussed the legal phase of it with Mr. Campbell, but not with reference -- I will discuss them with you, if you want to, now. Oh, pardon me; I forget where I am; I ought to remember; I will answer you.

I did not state to Mr. Campbell that if by my testimony it should appear that I made a gift of the note

in question to Mr. Norden he would have to be acquitted.

I do not believe that that is sound law. I was called as a witness in Norden's trial before recess, and my direct examination was not finished until after recess.

Before I left the Court room you said, "Will your Honor instruct the witness to converse with no one during recess". I said, "I would not do any such thing as that". I said "What is the use of asking for that."

I presume I met Mr. Campbell and Mr. Settell in the hallway; I did not speak to them about the case. Mr. Campbell or Mr. Settell did not ask me the question: "When you go back on the witness stand the District Attorney will ask you whether or not you made a gift of that note to Edwin J. Norden. What will you testify, Mr. Conlon, if that question is put to you?"

I did not reply: "I will swear that I gave it to him." I don't remember that the question was put to me when I got back on the witness stand; read it there and you will see.

I do not remember your using the minutes to refresh my memory. You asked me if I ever made a gift of this note to him. I answered "No, sir". I think you were surprised at the answer, Mr. Sandford, I think the minutes will show it.

You thought I would say yes. I thought that you thought that I would say yes at that time. From your question--you asked me, "Then I misunderstood you", or words to that effect in the morning, when you said afterwards, "Then you didn't intend to convey the impression that you made a gift of the note to Mr. Norden", and I said decidedly no; I thought from that that you had an impression that I was going to say no.

I don't recollect that I never said one word in answer to your question about telling Norden to account to me for the proceeds of the note, until you had called my attention to the testimony given by me in the police court.

I recollect that I wanted to tell the whole story and you would not permit me. I recollect your using the minutes to refresh my memory. I have no recollection of what I thought at that time now.

I don't recollect all these things now, Mr. Sandford, I don't recollect what impression it then made upon my mind, or on my mind at that time.

It is my impression that that was the impression that you had I was trying to do, and you did create that impression on the jury, that I had given that note to Nor-

den to do with as he pleased. They did not tell me so; there was a newspaper account of it afterwards.

The account was in the Sun. I recollect what the account said; what the impression that was created upon the jurors minds was. That is the account that was in the New York Sun that day that she saw down there; that Mrs. Norden saw. It was in the Sun and it was there; I didn't have the Sun in my hand when Mrs. Norden was there.

I did not go down to Mr. Settell's and Mr. Campbell's office and have my name put on the door; I didn't do it as coldly or boldly as that; I went down there but it was --Mr. Settell had no more to do with it than you did.

I went down there at Mr. Glassberg's request. I did not pay any rent there; I did not remain there long enough; I was there three or four weeks.

Norden's trial had nothing to do with my having my name upon the door; I went down there to try some cases. I would not be surprised but it is correct that I went there about the fifteenth of November; that is about the time.

"Q And Norden's trial actually did come up after several postponements, on the 21st day of December. Isn't that so? A No, sir. " You want to know when Norden's trial came up --I thought you wanted know what my intention --

I thought the other part was in it and that it was involved --

I never kept my office there; I never moved in there after I saw the condition of affairs there; too many people in there; I was going to move in a desk and I never moved it in because there were too many there.

I never thought that I made arrangements to have my name appear on the door of that office so that I could have conferences with Norden's attorney and have an excuse for having such conferences.

I did not have conferences with Norden's attorneys in regard to the defense to be made in this case.

I had nothing to do with the preparation of people's Exhibit w 23; not a syllable did I suggest in it, nor did I know it was in process of being --or did I know that they intended to have any such statement typewritten.

I did not ever state to Mr. Norden, to Mr. Settell, to Mr. Glassburg, to Mr. Campbell or to any one what testimony I would give in the case against Norden; they knew. Mr. Campbell examined me --

I can account for the fact that this statement is not in accordance with the testimony that I gave in the Magistrate's Court, and is in accordance with the testimony that I gave in this court up to the time that ^{you} I refreshed

my recollection by references to the minutes of the testimony given by me in the Magistrate's Court. I can account for that.

What is a fact? I can account for the fact why the testimony is in accordance with what I testified here, but up to the time that you began to cross examine me about-- or examine me ~~about~~ with reference to the Police Court report or proceedings.

I do not admit that the statement of fact in People's Exhibit No. 23 is substantially the statement of fact, or substantially identical with the facts that I testified to on the trial of Norden up to the point where you resorted to the use of the stenographer's minutes to refresh my memory.

I do not deny it; I know nothing about it. I only know that that was not a complete story of my testimony or the testimony I intended to give in that case and that did not contain all the facts that I could testify to. That is what they wanted --

May I look at it. No, sir; in the first place -- no, sir, it was not correct; it was not correct. I bought all the property that was bought down there. *Q The title was taken in your name, wasn't it? A That is all the

property I bought, yes, sir. All my property was taken in my name.

Theron L. Smith was the broker through whom that property was bought. That is the Sun article to which I referred. I had read that before I saw Mrs. Norden.

I did not have a bank account in the month of July 1902. I did not have a bank account any time during the summer of 1902.

At times when I cashed those checks I cashed two of them among some friends of mine and the others I cashed out of my own individual money. I did not have a bank account at any time.

I disposed of those checks in the manner indicated on the back of the check; I gave them out any place I would be, where I would be known, for instance, two of them I gave to Mr. Hass, whose place is on the corner--I did that for Mr. Norden himself; another one of them was --I used it down in Northport, Long Island, a ten dollar check, I paid a small bill with it.

You see I only had eight or nine of them --two of them I didn't have the money with me one night, or different times he came there and Mr. Hanly, in the club, I

asked him if he would change them and he said he would, and I handed the money right over to Mr. Norden.

I don't remember distinctly the transaction in regard to each one of these checks. I do remember in regard to the two Hanly checks. I stated in detail on my direct examination, and that was only an accommodation for Mr. Norden.

Well, I will say now that Mr. Albinger --I went to him, or I sent to my landlord to find out whether he received the rent in a check at that time, and he could only remember that he did; he could not remember where he received it from; I have not the slightest recollection.

You asked me about this check. There is one there that is a forgery, that yellow one, I never signed that. I swore positively in the Police Court Examination that I ~~never~~ never received a dollar from Norden and I sat so now.

When I made that answer it meant that I never had; I changed these checks for him; that is I got my money for his check; that was not giving me anything; he never gave me anything; he gave me these checks and I gave him my money; he never gave me that as a payment of anything; every time he gave me one of these he received the amount of the check in return; then he gave me two others that I never got -- they came back protested.

I never gave him any money except for these checks I identified; cash or check or other things --

I will stake everyting I have in life or ever expect to have that I never was in Campbell's office when any such thing was done; never knew these checks existed until I saw them in the lower court and had no recollection of ever cashing them, and never did.

I had no recollection of cashing these checks until they were shown to me. Yes, sir, --Oh, no, I had told people --I did not know that I had cashed checks for Norden -- yes, I had known that.

Why, your Honor, I never saw them in the office; I never said that; I must have misunderstood them, if anyone thinks I said that; I never saw these checks in Mr. Campbell's office; the first time I ever saw them was in the lower court here, in the preliminary examination of my case.

The examination was in December or January; that is the first time I ever seen the checks. I had no recollection until I saw them.

Well, they asked me, Mr. Gandford asked me, if I did not go over these checks with Mr. Campbell and Mr. Settell in Mr. Campbell's office, and I said no, that I had never known of the existence of any such checks at the time,

and I had no recollection of that, and I afterwards thought it out--well, there was no such occurrence in Campbell's office; I never saw those checks in Campbell's office; now, the first time I saw these checks was in the lower court in the preliminary examination; I had heard that they claimed that they had \$500.

Mr. Parrah told me that they had a check of \$250, a certified check of \$250 of mine, and I said, "If that is so it is a forgery, I have cashed a few small checks for Norden, but if there is any such checks they are forgeries"; I was then told by Mr. Smith that they had a check of Mr. Albinger's of mine for \$200 or some two or three hundred dollars, and I said, "If there is any such check it is a forgery."

"I never got any money from Mr. Albinger, never got any checks from him; and Mr. Smith said there was a check. I then went to Mr. Campbell and I asked Mr. Campbell if that was so, and he said he didn't know, and I said, "Are these checks here" and they said they were here, but they are not here any longer, they have been taken away.

I asked Mr. Campbell that after having heard Mr. Smith say that. Now the next thing I ever said about that was the day Mr. Albinger came, the day after Norden was con-

victed, was the first time I had ever met Mr. Albinger and I asked him if he had ever given me a check or if there was ever such a check in existence, and I said, "If there is it is a forgery"; he says that I appeared for him in a case -- the papers are there, Mr. Chanler -- "You appeared in a case for me and I paid you a hundred dollars "; I said, "How"; he said, "I sent you a check for \$75 and \$25 on the farm".

CARRIE NORDEN, a witness for the people, recalled in rebuttal:

MARTIN CONLON, the defendant, resumes the stand.

I do recall the 18th day of July, 1902; I remember an occurrence on that day. I was at the club room of the Kanawha Club on the evening of the 17th, not from six o'clock -- On the day of the 17th I had been at the race track, Brighton Beach.

I left the race track at about five o'clock and we went to the Marlborough Hotel and had supper; the Marlborough Hotel is at thirty-sixth Street and Broadway. Mr. John Hart was with me; nobody else.

After supper we went to the Kanawha Club. It took us about an hour to have supper. We arrived at the hotel

about six o'clock, or shortly after six.

So it would be about seven o'clock when we left the hotel and went to this club, the Kanawha Club on 124th Street right near Lexington Avenue.

We came up--we went up Broadway to fifty-ninth Street, from fifty-ninth Street to Lexington Avenue, and up Lexington Avenue to 124th street. I met a number of acquaintances at the club room. I remained there till about ten or eleven o'clock; between ten and eleven o'clock.

I then went to the cafe, corner of 126th Street and park Avenue, and stayed there till about twelve o'clock; then went home.

I did not make any bets at the race track that day. I do not know the names of the horses that ran in the first race, or the second race; I do remember the names of the horses in the third race; I think it was the third race, Hermis; that is the only one I can name, and I name that for a reason.

I don't remember any one in the fourth race, fifth or the sixth races. I went to the race track for a recreation; I had been there the day before. I do remember that the horse Hermis was entered in a race on the 17th; a man asked me to bet on it. I was interested in that particular

horse; I made no bet for certain reasons. The bet was one for two and I would not --The odds were not a sufficient inducement.

I went to the race track the day before, the 10th, and I invested some money then. I came out \$1800 to the good.

I don't think that Mr. Norden was ever in the debt of Mr. Cpnlon at any time. My papers are not here. We have not the papers in this case. Mr. Chanler has all the papers but I will answer that question in this way: Mr. Albinger asked me to defend a foreclosure suit that was brought against his wife on this property at Kenwood.

Now, the papers in that case are with Mr. Chanler; I asked for them that day --and he was to give me \$100 for doing it. I enetered an appearance and was to do whatever was necessary; I don't remember just what I did do, but I did the work required.

After I had made --I had heard that Mr. Albinger a Mr. Smith told me in Brooklyn that Mr. Albinger had a \$250 I think it was, a certified check of mine, and I says, "Why if there is any such check it is a forgery".

In consequence of that conversation when I met Mr. Albinger I asked him if this were true that there was

any such check in existence and he says, "No"; I says, "You never gave me any check, did you?" "Well", he says, "you remember I gave you a check for \$75 for the work you did for and you allowed me \$25 for the work I did for you", and that is the first I remembered of it; I have no recollection to-day of ever seeing that check or how he sent it to me or how it got to my landlord; I don't know if it did get to him, yet I understand that the rent was paid at that time by a check.

I paid that money to Mr. Norden in cash mostly. I paid it in cash. I paid it at the Kanawha Club when he presented these bills, he brought them there. If you want me to, I will explain the whole thing. I gave it to him in cash; there was some I traded with him before --

I don't know whether Mr. Hart was there or not when I paid him the money; some of Mr. Hart's money was in there.

I won \$1800 at the races that day, the 16th. That is not part of the money I gave to Norden; I never gave Mr. Norden any money.

That was a month or two months after this that I paid him \$800; that was sometime, I think that was about the 29th of September; at that time I had a bank account in

Northport.

Now, these transactions, you know, are not as clear to me, two years ago, as I would like to have them; but I opened an account. I told the gentlemen, I said I had no bank account, but when I got down to this farm I then opened a bank account at Northport, Long Island.

Miss Nowak was my stenographer. I always paid her her salary; I don't know about paying it personally; I don't know why I would not; I have done a good many things in my time, that a business man would not do; I have had everybody handling my money.

I don't think Mr. Albinger ever handled my money. It is not a fact, to my knowledge, that twice, after the 17th of July, 1902, Mr. Albinger, out of money received by him from Mr. Norden, went down and paid my stenographer the amount due her for the weeks wages.

I would know that if it were so; not to my knowledge. I don't think these questions are relevant to this case; I think I am going to take part in my defense with Mr. Heinzelman. I object to that question, your Honor. May I ask to have it stricken out.

Your Honor, I think when Mr. Chanler was here that these questions were asked. I object to that question.

I object to that question as immaterial. I have no recollection of that question --

It is not a fact that I met Miss Nowak at other places than in my office, unless at a depot when I was coming to town, at depots; if I was out of town I would send word for her, if I was going to some place else, to meet me at a depot; no other place.

I do not remember that she handed me letters on each of these occasions, and that she reported to me what had transpired in the office since I went away; I presume she did. She probably told me that Mr. Ensign had been at the office repeatedly asking for me.

Oh, I don't recollect her ever telling me that he had been at the office as often as three times some days; if she did I know what my answer would be.

My answer may probably have been, "Tell Mr. Ensign that I will see him some time in the near future" or words to that effect; I don't remember; I was paying no attention to Mr. Ensign.

I wrote Mr. Ensign and I considered myself -- I did not understand the question. Will you repeat the question? I don't recollect her ever making the report to me that Mr. Ensign was calling at my office daily and some

days more than once; if she did make that report I know what I would tell her; I have no recollection of any such report.

I don't deny that I told her to tell Mr. Ensign, "I will see him in a few days". I have no recollection of it at all.

I considered the note of no value at that time.

J O H N H A R T, a witness called on behalf of the defendant, being duly sworn, testified as follows:

I live at 129 East 23rd Street. At present I am not doing anything. I am acquainted with Mr. Conlon. I am a member of the Kanawha Club on 124th Street. I was a member of the club in the middle of July 1902; I was a member of the club in the month of July, 1902.

I do recall the 16th day of July, 1902; I met Mr. Conlon on that day; I went to the race track with him; that was the 16th day of July, 1902.

I do recall the 17th day of July, 1902; I saw Mr. Conlon on that day; I went to the same place with him, to the race track at Brighton Beach.

We left the Brighton Beach race track about five o'clock, I think, in the afternoon. I went with this de-

fendant to the Hotel Marlborough, and we ate there; it took us about an hour and a quarter, something like that, to eat our meal.

This hotel is at thirty-sixth Street and Broadway. We went from there up town to the Kanawha club at 124th Street between Lexington and Fourth Avenues.

We walked up Broadway to fifty-ninth Street, walked over to Lexington Avenue and took the Lexington Avenue car up to 125th Street, or 124th Street, and then walked through to the club.

Mr. Conlon was with me during all that time, from the time we left the race track at Brighton Beach until I arrived at the club.

There were other people at the club when we arrived there. I was in the club pretty near all evening, up until about half past ten, I should judge, as near as I remember. That was the 17th day of July, 1902.

Cross Examination:

I beg pardon. I have only been here ten minutes or so. I was here while Mr. Conlon was testifying. I fix the date as the seventeenth on account of having been to the race track the day before with Mr. Conlon, and the gentleman who gave Mr. Conlon some information about playing

the horses; he said on the following day, the 17th, he would have something that was good for an investment and Mr. Conlon and I went down and when we got down there the horse that he gave us --the odds were so small that he would not play it; that was on the 17th.

I was at the race track the following day; I think that was the last day I was there during the whole season. As near as I remember I don't think I went --I might possibly have been down at one of the race meetings, whether that one or not, I don't recollect.

I was not at any race meeting in the summer of 1903. I think I was in 1901.

I was down at the race track on the 16th. I could not recall any horse that ran --I didn't play that day. Mr. Conlon won on Tru Blue on the 16th.

I am not in the habit of betting on horse races. I had \$75 of my own on the 17th. I got more money from Mr. Conlon; I got \$25. On the 17th? I didn't know --

I wasn't going to invest any myself on the 17th; on the eighteenth I was going to invest myself on a horse called Warranted. I invested my money on that horse in consequence of the information that had been imparted to Conlon from that particular person, after Conlon made a haul,

that induced me to invest; I won. I bet a hundred dollars, 15 to 1. I gave the man that gave me the information \$200.

I won \$1400; I got \$1600 back and I gave the man \$200; that was on the eighteenth. I did not invest any more money that season; I had a beautiful sufficiency. I am positive of the time, the day and also the evening of the seventeenth.

It was most unusual for me to go to the race track and win \$1500 on an investment of \$100. It never occurred before nor since.

I can remember the circumstance quite well, I assure you. The 17th of July was the time that I had dinner with the defendant Conlon at thirty-sixth Street and Broadway and went with him to the club.

On the night of the seventeenth when we arrived at the club we had a conversation with the man who had given us the information, Mr. Quinn. I took part in that conversation off and on, on the evening of the seventeenth.

It was on that evening that it was suggested that Conlon bet money on Warranted on the eighteenth; that was the conversation on the seventeenth. Conlon declined and I won.

When I bet that hundred dollars on Warranted, I had a hundred dollars, and probably two or five dollars over

that; that is all I had. I bet a hundred dollars on War-ranted.

I could not tell you the name of the jockey that rode True Blue. I don't remember now the name of the jockey that rode Hermis; I don't remember anything about that. I was not in the habit of betting on horse races; this was an unusual occurrence.

I had seventy-five dollars of my own. The money I invested was my own with the exception of a few dollars; I don't just remember how much more I had.

I placed all the confidence in the world upon the information given me by Mr. Quinn or I should not have done what I did do. I knew at that time that Mr. Conlon had realized a considerable sum of money in consequence of information received from Mr. Quinn. I took that inconsideration when I went to the race track with the hundred dollars.

I had confidence in Mr. Quinn because Mr. Conlon had already bet money on this gentleman's information. When the gentleman gave him the information he did not wish to invest any more.

A G N E S A L B I N G E R, a witness for the defendant recalled.

I have already testified in this case. I have already testified that upon the return of my husband from New Haven--that upon the following morning he gave me one hundred dollars; and Mrs. Norden also received her hundred.

I had a domestic in my employ; her name was Rosie Winter. I was indebted to her for wages, eighty dollars. Out of the hundred dollars my husband gave me I gave her twenty dollars.

I told her --I told her something. A day or two after Mr. Albinger borrowed the twenty dollars back again from the servant girl; he gave her a check for eighty dollars. That would be the full amount for the services rendered.

I saw him give her a check. I do not know on what bank that check was drawn; I don't remember. It was a check from Mr. Norden, a check signed by Mr. Norden on the Van Norden Banking Company.

My husband is an architect and civil engineer. I have not see the young woman who was in my employ in court this morning. I know where she lives now. She wasn't here yesterday. I met her yesterday in Mr. Chanler's office. I went over to Mr. Chanler's office. She had a subpoena with her. I don't know if she has received a subpoena for

this morning.

CROSS EXAMINATION:

That is Mr. Wendelt, the gentleman referred to in my testimony on Thursday last.

I did not say to Mr. Wendelt, that I had had a quarrel with my husband, that I hated him, that I could not bear to be touched by him, that I would just as soon be touched by a snake, that I was bound to get rid of him at any cost, that I would stop at nothing to do it, even if I had to make a criminal of him and send him to jail; that I would take the furniture in my house, which was not fully paid for, and have it taken away so that I could say that my husband was not providing a home for me; I did not say anything like that.

I told him in his house, that the furniture had been taken away. I told him that I had a quarrel with him. Nothing else. That is all I said to him; only about this quarrel.

I told him --I just came from court on that day and I told him what happened, and that I was afraid to go home, that everybody told me --

My husband and I used to live in a place called Bloomfield. Mr. Wandelt stayed there with us many times. I do remember a night when I sent for the police and said that Mr. Albinger was murdering me. He was looking for the revolver and he was going to shoot me and the children.

That was not a delusion on my part. I saw he was looking for the revolver to shoot me and the children. I told the two policemen. There were not six policemen; two. I told the policemen what it was and they told him he should behave and they went away.

R O S I E W I N T E R, a witness called on behalf of the Defendant, being duly sworn and examined through official Interpreter St. Albe, testified as follows:

Official I know Mrs. Albinger; I was thirteen months in her service.

Mrs. Albinger was indebted to me for wages on or about the 18th day of July, 1902; wages for five months at sixteen dollars a month, amounting to eighty dollars in all.

Mr. Albinger? I received twenty dollars on the eighteenth day of July on account of the eighty that were due me for wages and a few days after the eighteenth that party he demanded the return of those twenty dollars and I

gave them to him. He did not give me anything upon the return of that twenty dollars. On the 31st of July I received a check from Mr. Albinger. I received the money for the check.

I believe that is the paper I received, Exhibit 25; yes, that's it. I left Mr. Albinger's employ on the 28th of October, 1902; he owed me for three months wages at that time; I have not received it.

I know Mrs. Norden. I remember the time when Mr. Norden and Mr. Albinger were in New Haven; that was in the middle of July 1902. I said right away 1902.

I know that Mrs. Norden received money upon the return of Mr. Norden from New Haven. Mrs. Norden was in the dining room and she told me that she carried one hundred dollars in her stockings, and she did not give me any. She did not say where she received it from. That was the same week that they came back from New Haven.

CROSS EXAMINATION:

Next month of May I will be three years in this country. At that time, July, 1902, I had been in this country a little more than a year; a year and two months. I did not understand as much English as I do at present. I do not speak English very much.

I said that in German. Mrs. Norden spoke to me in German and Mrs. Albinger spoke to me in German. Nobody told me what I say or what I heard them say. Well, I don't care --

I first learned I was to be a witness in this case on the 26th day of March.

THE DEFENDANT CONLON: May I ask that if the State is going to put on any other evidence, if our witnesses come, that we may be permitted to put them on.

FREDERICK WANDERL, a witness for the People, in rebuttal, being duly sworn, testified as follows:

I live at 246 West 106th Street, New York. I am an architect. I know Mr. and Mrs. Albinger, and have known them about four years.

I do remember about a year ago being in an office of a real estate broker named Krauch in the Park Row Building down below here; I met Mrs. Albinger there.

THE DEFENDANT CONLON: I object to that. To that I object.

I knew the Albinger's when they lived in Bloom-

field. I was there visiting one time for about a week. I remember an incident that occurred during that week.

CARRIE NORDEN, a witness for the People, recalled in rebuttal, testified as follows:

I remember the night when Mr. Norden and Mr. Albinger came back from New Haven and returned to Kenwood park; it was very late, because I had retired. I was in bed. I could not say if Mrs. Albinger had retired also; for she was not in my room.

I didn't receive one penny that night from Mr. Norden. I never saw Mr. Albinger give Mrs. Albinger any money at all at any time. I did not receive any money from Mr. Norden the following morning. I didn't have any servant girl. I positively did not see Mrs. Albinger hand her twenty dollars.

I had been stopping in the house with the Albingers for ten days. The servant girl did not say anything about the receipt of any wages.

I saw the servant girl on the stand. I did not say to her that I had a hundred dollars in my stocking; I never carried money in my stocking.

THE DEFENDANT: The eleventh juror has told Mr. Heinzelman that he should not have asked that question, and I would like to call your Honor's attention to that.

FRANK E. ALBINGER, a witness for the People, recalled in rebuttal, testified as follows:

On the night that I returned from New Haven, after the discount of the Darrah note I gave Mrs. Norden about \$25. I did not give her \$100. I never gave her more than just what was necessary, because she misused the money.

I did not see or hear from anyone that Mr. Norden gave Mrs. Norden \$100. I gave \$20 to Mrs. Albinger and she gave it to the servant girl; I suppose she gave it to her. I borrowed the \$20 from the servant girl subsequently.

I do not remember how long that was from the time it was handed to her. Maybe about --it is two years ago; it may be two days after. I recall the circumstances that I did borrow the money from the servant girl; I cannot remember the date.

I cannot remember the date, no sir; I know when Mr. Norden got the \$2,000 on the mortgage then he gave me on account, \$80. When Mr. Norden received \$2,000 on the mort-

gage I asked him to give me, on account of my salary, \$80, because I owed this to the servant girl.

I gave the girl the \$80 check maybe about a fortnight afterwards. I borrowed the \$20 two or three days; I can't tell the exact date.

I never had a bank account. That is the check, People's Exhibit No. 25. I do not know if it is dated the 30th day of July.

EDWIN J. NORDEN, a witness for the People, recalled in rebuttal, testified as follows:

I remember the night that Mr. Albinger and I returned from New Haven after the discount of the Darrah note. I did not, that night or the next day, give Mrs. Norden one hundred dollars.

Nobody told me that Mr. Albinger gave Mrs. Albinger one hundred dollars; I don't know anything about that; I did not see Mrs. Albinger that night. I think I saw her the next morning.

I was in the dining room the next morning with Mrs. Norden. I did not see Mr. Albinger had Mrs. Albinger one hundred dollars. I did not hand Mrs. Norden any money on the morning of the 18th. I had about eighty dollars; that

is the eighty dollars that I deposited in the bank. I wasn't at home then. I wasn't at home then.

I may have had some money besides the eighty I put in the bank, though I won't be sure. I don't know about my wife having none. She might have had enough to keep-- she might have had enough for the family exchequer; she is very rarely without any money.

I testified that when I returned on the night of the 17th, at the Grand Union Hotel, I gave Conlon \$1800. I did not take any receipt for it. The next morning he gave me \$1500, and I put it in the bank; he did not ask for any receipt.

A N D R E W J. E N S I G N, a witness for the People,
recalled in rebuttal, testified as follows:

I do remember soon after I left the note, the par-
rah note in Mr. Conlon's office I remember going to that
office with Mr. Whelply.

THE DEFENDANT CONLON: I would like to have that
objection made upon the ground, your Honor, that that is
testimony of a collateral fact, the position, as I understand
it, of Mr. Heinzelman in this matter being that the gist
of the matter is that

of the action is the taking of the money from Norden; all other matters are collateral, irrelevant and immaterial upon that ground we object.

I cannot say that Conlon asked Major Whelply if he, Major Whelply had offered the note in Connecticut for the sum of \$1500; I cannot say as he did it in that shape.

Something was said about the note having been offered in New Haven. I don't recollect just whether the amount was \$1500 or not.

Major Whelply told Conlon that it had been offered there. Major Whelply did not say, "All New York is full of these notes". He did not say anything like that in my presence. I was there during the interview.

Major Whelply did not say "If I got \$1500 for that I would be getting a bonanza"; nothing like that; nothing of that kind.

Conlon did not say, "Why was it sent into this office to be sent up there"? Nothing of that kind was said.

Whelply did not say, "We understood you could put it through ^{up} there". Conlon did not say, "That note will be kept until, the money is realized on it that was spent on

it" is Nothing of that kind was said.

Major Whelply did not say "Why, I don't care, either get the money or the note back as soon as you can". Nothing of that kind was said; he said he wanted the note back or the money for the note.

I cannot remember that Conlon said that the note had been offered by Major Whelply for \$1500; I cannot remember that he did.

Conlon never said to me on any occasion that he would tear the note up or give it away; not any such words as those. I did not tell him "All right".

I remember the occasion when Conlon called upon me in regard to this matter. Conlon said that he would pay it; he did not say that Norden would pay it.

There was nothing said about my giving Norden six weeks to get the money to pay for the note. Well, shall I state what that was -- that it was not to be discounted in New Haven, not to be offered in New Haven; but could be offered outside and it was to go to a bank, if I remember rightly, the Suffex Bank, some little bank up in Connecticut.

It was not to be offered there but it could be offered outside; the understanding was that it was to go to Connecticut.

Conlon said that he had sent it up to a bank in Connecticut; he sent it by mail to the attorney of a bank; I don't remember his name; he pointed out the attorney to me one time in his office. I don't remember the name.

I remember something like that, people's Exhibit No. 24; I do remember receiving that. It was before this letter came. This letter came sometime during the summer; I don't recollect when.

I hadn't seen Conlon from about the time of the interview with Whelply, I couldn't say--I could not see him until November following; I never could find him at his office or his house.

BY THE DEFENDANT CONLON:

I do remember the first time I approached you with reference to the Beecher notes; that was three or four days previous to my leaving that note in the office.

I know it wasn't three or four weeks; it was right along within a few days. I said to you that there were four notes --

I told you that I was told by Mr. Whelply that he had four notes, or could get four notes rather, and I went to him to see if I could have the four notes and he said, "I have got the one note"; I said, "I will take that and I

brought that note up and I left it with your typewriter.

I want to give just the exact statements that I can about the matter. I do not recall, "Now, I had never told you that Major Whelply had anything to do with this. I had never mentioned Major Whelply's name". I don't recall any such conversation as that.

I can't say about whether or not I mentioned Major Whelply's name to you after you had mentioned it to me. All that I know is that the Major came with me to the office; I brought him over and introduced him to you in your office.

I don't remember your telling me that a man named Major Whelply had offered that note to Patrick Cronin, in Connecticut, for \$1500; I don't remember anything of that kind.

I recollect that you told me that the note had been offered, as you understood it, in New Haven, and that you understood there were other notes there, and that the bank hesitated about taking the notes--that they were almost discounted, they were almost ready to take it, but they found out that there had been other notes offered there in the bank and they did not want it.

I don't know about that; I don't think I then said that I would bring Major Whelply to your office. I brought him there to the office, but I cannot say as to that --

We did not meet in the afternoon; generally in the morning; always in the morning; I presume that had been for sometime. I recollect your coming to the office and meeting me in the office the morning following the day that I left the note in the office.

I think you told me then that you had sent that note to Connecticut to have Beecher examine it and determine whether it was genuine or not; I believe that was the fact. I think that is true.

I think that it is likely I returned the next day. You told me that the note had been shown to Mr. Beecher and that Mr. Beecher declared it was genuine. I don't recollect anything about the endorser, but about the maker.

I knew Mr. Darrah. I told you I didn't know as it was Darrah that was on that note, the Mr. Darrah, because I had known him for twenty years.

You did not show me the note that day; I never saw it after I left it there with the girl. I don't think you had it on your person at the time. Well, I have no recollection.

~~this note~~ You did not tell me that you intended to send this note to a very dear friend of yours in Connecticut, Mr. Matthew A. Reynolds. I think that you said you would

send it to the attorney for the bank at Suffex, if I recollect aright.

I don't think we discussed the value and the character of that note, that day. I came in and you told me you had heard from New Haven and it was all right. I don't recall that we had quite a discussion that day.

Now, I will say what did occur. I did not know it had been returned and never knew it had been returned from Mr. Baasher.

I know you said that Mr. Beecher said it was a genuine note. I don't remember as there was anything special said on that occasion; I know that you stated to me that you had heard that the note had been presented to Mr. Beecher and that he said that the signature was genuine and that he expected to pay it; I don't know but I had an idea that it was then in the hands of an attorney of the bank or the bank itself at that time; I never knew that the note was returned; I never had any conversation with you after it was returned to you.

I knew nothing about it; I supposed that it was there yet with the bank and that they were to discount it --until about the time that I took Whelply over to your office as he kept coming to me about the note. Let me finish

please. Let me tell this. I brought Whelply over and introduced him. I want to give the facts just as they were.

I remember the night you called at my house; it was in November, I think. With you was a young man named Warner. You told me nothing of the kind, that you had heard for the first time the night before, what disposition had been made of that note.

I should think you were there about a half or three quarters of an hour. We discussed the note and Mr. Norden. You told me that Norden retained the contents of that note and gave you not a dollar of it.

I do recollect about Christmas week, you called at my office three or four times and we had a talk. It might have been about six weeks after your visit to my house; I should think so.

I wanted to get the note settled up; that is what I was after; this was at that time. We had considerable talk about the note and you told me you were going to try to raise the money for it.

I asked you to go with me to Mr. Parrah's office and you went with me, and there we discussed this note. You told what you had heard about it. You had heard that Mr. Norden got about \$1700 for it; I think about that.

That was along about March; I think it was in February some time; the latter part of February or the first of March. I think you told me and also Mr. Darrah that you would try to force Norden to immediately pay that note.

I don't think these gentlemen's names were mentioned at all, Shea, Atwater, Ishbell and Norden; I don't remember.

I did not hear you say that \$2200 had been paid for that note; that \$200 of it had been given by Atwater to Isbell for getting the note; your discussion was going on, or carried on between Mr. Bisby and Mr. parrah; I was more of a listener at that time; I don't remember any such conversation as that. I never heard that before.

This is the first time I ever heard it; this is the first time I heard that \$200 was paid; I gave no attention to that; I simply was interested because I let the note go and I wanted to get the money back; what was done with the money I don't know.

I had heard that \$2200 had been paid by Atwater for this note; quite likely I wrote you to that effect; I guess I did. I have heard a good deal of talk about it, Mr. Conlon, but I cannot --I would not swear to it.

Well, now, I will say this on that point that when you told me that Norden had got the note discounted and got the money I asked you why you didn't come and let me know about it and you said you didn't want to punish him, you didn't want to have him suffer, and I said, "You oughtn't to protect a man who commits a crime".

/ The first conversation you and I ever had was the first night. I cannot say that you told me, only the night before, that Norden got the money.

I cannot give you the address of where Mr. Warner now is; he is in Florida somewhere; I don't know where. He is not in New York. He heard all this conversation; he was right there; sitting right beside us.

He was an acquaintance of mine; I can't say he was a friend; he knew where I lived and he said he was going to bring you there to my house; he told me that before. I don't recall anything more that was said, at that time.

THE DEFENDANT CONLON: That, of course, we object to. The State has no right to introduce any deposition of ours.

A N N A N O A C K, a witness for the people in rebuttal,
being duly sworn, testified as follows:

This is the first time I have ever been a witness
in any case. I live in West Hoboken and have lived there
all my life. After I left school I studied stenography at
Egan School of Business in Hoboken.

After I studied there I took temporary positions
for a while, working a week or two as a substitute. After
that I took a position with Mr. Conlon the defendant.

I went to Mr. Conlon in either June or July, in
the summer; I think it was 1901.

THE DEFENDANT CONLON: I object to this, if your
Honor please, as incompetent, irrelevant and immaterial.

I remained with Mr. Conlon about a year and three
months; until about September, I think. I remember the sum-
mer of 1902; I remember being in Mr. Conlon's office during
the summer of 1902.

I saw Judge Ensign come in there.

THE DEFENDANT CONLON: If your Honor please I

answered to that and this is in no way contradictory; I admitted that that was so. I think I said it was true and this is not contradictory.

I can't remember what I told Mr. Conlon; I can't remember what I told him. Whenever I was called to see Mr. Conlon I went to see him.

THE DEFENDANT CONLON: I testified as to where she had seen me. This is not contradictory of anything I have said. I told the places where she had seen me.

I have seen Mr. Albinger before.

THE DEFENDANT CONLON: I object to that.

I saw Mr. Albinger during the last two months that I worked for Mr. Conlon. I can't remember exactly how many times I saw him.

THE DEFENDANT CONLON: That comes under the objection. I object to that. I was not asked as to that.

This is not in any way contradictory of evidence of mine and it cannot be accepted as such.

Mr. Albinger on one occasion gave me my weekly salary for that week. Oh, yes, Mr. Conlon paid me -- For the particular week that Mr. Albinger handed me my salary, Mr. Conlon did not give me another salary.

CROSS EXAMINATION: BY THE DEFENDANT CONLON:

I suppose Mr. Albinger must have said that you sent that salary to me by him; I don't remember. I can't remember what he said, Mr. Conlon. You were out of town. I met you frequently at the depot. I knew you were in Washington. I didn't know New Haven.

I met you frequently at the depot and you would send me a telegram.

BY MR. SANDFORD:

I never saw Mr. Conlon after he went away; I did not see him then. I was at the office every day until I went on my vacation in September.

BY THE DEFENDANT CONLON:

I cannot remember really whether or not you were in the office any afternoon for a month prior to July. I remember some of the certiorari cases that you had before

the Appellate Division. I cannot remember when they were decided.

From that time you used to leave the office very early, I remember. I remember those cases. I can't remember, Mr. Conlon whether I saw you at the office, at all, more than an hour some days, and never in the afternoon.

BY MR. SANDFORD.

I certainly met Mr. Conlon at the railroad and the ferry after about the middle of July, 1902, when he telegraphed me to meet him. I took his mail. I may have mentioned to him that Judge Ensign had been at the office, but I don't remember.

WILLIAM H. QUINN, a witness called on behalf of the defendant, being duly sworn, testified as follows:

I live at No. 2 East 132nd Street, and have lived in that neighborhood about three years, or two years.

I know Mr. Conlon, and have known him about three years.

After looking at a record I can recall the 16th of July, 1902. I recall it. I had a conversation with Mr. Conlon on that day, the 16th. I remember the 17th distinctly; I saw Mr. Conlon on that evening at the Kanawha club house 132 East 124th Street. It was in the evening about

eight o'clock, I should judge. I should judge I was in his companyxaxemkx a couple of hours, as near as I can recollect.

I do remember giving Mr. Conlon some information about horse racing; that is the day he played the horse.

I saw this defendant at the race track at Brighton Beach on the 17th; I saw him there, but I did not come home with him. I was not with him.

I recall that after eight o'clock in the evening kxx he was at that club house. There was something that fixed that time clearly in my mind; I wanted him to play a horse the next day and I waited for him at the club house as it was usual to see him at night; he had bet one hundred dollars previously to that and I wanted him to play a horse the next day.

That would be the seventeenth. Yes,sir, that is the 18th, the day when I wanted him to play --the horse was to run on the eighteenth, on Friday.

I was talking to him on the seventeenth about a horse to run on the eighteenth; he didn't want to do it. Mr. Hart played it; Mr. Conlon loaned him twenty-five dollars, said he would give it to him, and he gave me a hundred the next day, and I played the horse.

CROSS EXAMINATION:

My name is William H. Quinn. I am enemployed just at present. I was a baseball umpire for seventeen years at the National League, the American Association and the Northwestern League.

I have not been a baseball umpire since 1897. Since then I have been foreman of pelham Park. I have been connected with horse for a number of years, working for a book and some times playing them, off and on.

I fixed this date by a record; not one of my own records. The record, I got, that is all; I had to look it up and find out about the time I was talking to him about the horse.

It was not a record like that; not like that; I never saw a book like that. I advised Mr. Conlon to play True Blue on the sixteenth of July. Mr. Conlon put one hundred dollars on True Blue; I am positive of that; at the track. I cannot recall the number of the race. The odds were 20 to 1; 20 to 1 I got.

I cannot recall the race that true Blue ran in. I got 20. I say I wasn't at the track. On my direct examination I said I was not at the track. I said --I told you I was at the track and played True blue on the 16th day of

July. I don't know anything about the closing odds on True Blue; I know I got 20 to 1. I did not see Mr. Conlon make his bet; I did it for him. I bet it for him. I am positive of that.

I was at the track on the seventeenth, and I saw Mr. Conlon there. I did not say in my direct examination that on the 17th I did not see Mr. Conlon until the evening; I told you I met him at the track that afternoon and then waited for him, at night, up at the Club House.

I was at the track on the 18th and I saw Warranted run; I cannot just recall the race; I cannot recall the race Warranted ran in.

The braces run at the track are known as the first second, third, fourth fifth and sixth races each day. This is a couple of years ago; I was at the track nearly every day; I never thought I would have to commit it to memory, to remember anything like that. I know that I bet the money and that is all I know.

I can not tell this jury the name of the jockey, because I would only be guessing and I don't want to guess. I have had considerable experience in race track matters; and I bet that day too.

I have had considerable experience. I tipped Conlon and Hart as a good thing. I remember the name War-

ranted very well, perfectly. It did not necessarily enter into my calculations what jockey was going to ride that horse; not through my information, no, sir; in fact if I wanted to --If I wanted to know the jockey I could have looked at the records and found out; I just say I cannot remember the jockey, but I could have looked at the record and found out, couldn't I?

It doesn't make any difference to me whether or not I expected that question; I came here --I know it has kept me out of employment all week to be here. I have been here all week; out in the corridor.

I cannot tell you what jockey rode True Blue. I tipped Mr. Conlon to play another horse; Hermis. I also tipped him about Warranted; none other; True Blue I told you.

Those are the only tips I gave Mr. Conlon to my recollection; I might have spoken when I saw him and he asked me so and so; I might, in general conversation, tell him about what I had done; I told him about --

I did not tip Mr. Conlon to play any other horses than these three; he knew that I played a horse the Saturday previous.

I got 20 to 1 on True Blue. The odds were 20 I told you. As a matter of fact and positive fact I got 20