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COURT OF GENERAL SESSIONS OF THE PEACE,
CITY AND COUNTY OF NEW YORK. PART IV.

-----x
THE PEOPLE OF THE STATE OF NEW YORK .

Before:

vs.

. HON. JAMES T. MALONE, J.,

FREDERICK JACKSON.

. and a jury.
-----x

2894

New York, January 14, 1918.

Indictment filed October 30th, 1917.

Indicted for grand larceny in the second degree.

APPEARANCES.

FOR THE PEOPLE: ASSISTANT DISTRICT ATTORNEY ALEXANDER I. RORKE.

FOR THE DEFENDANT: MR. ROBERT M. MOORE.

Peter P. McLoughlin,

Official Stenographer.

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Mr. Rorke, Assistant District Attorney opened the case on behalf of the People as follows:

May it please your Honor, Mr. Foreman and Gentlemen of the jury:

In 1917 the United States Government finding themselves at war with Germany, and in order to prosecute that war raised, as you doubtless know, two billion dollars by what was known as the first Liberty Bond Loan of 1917. The bonds were given in various amounts, fifty dollars, a hundred dollars, a thousand dollars and other amounts.

Among the various firms of the country that offered their services to the Federal Government to float that loan among the people of the country and in order that the Government could raise the money from the various people of the country were Sargent and Company, a concern with many branches throughout the United States. They offered their services to the Government. In the employ of Sargent & Company, as a solicitor for bonds and other securities at the time of the attempt of the Government to float that loan, was this defendant, Frederick Jackson. This salesman, Jackson, was authorized by the firm of Sargent & Company to go out and solicit subscriptions to the first Liberty Bond Loan the three and a half per cent bond. Jackson did that. Jackson secured a number of subscriptions particularly up around the section of Washington Heights where this complainant Brady comes from. He went to the cashiers, he

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went to the bootblacks, and he went to various people that worked for a livelihood there, as well as others that did not work, and secured subscriptions of fifty dollars, a hundred dollars and other amounts. On these occasions, particularly when he went to the complainant, Brady, he represented himself as a solicitor for Sargent & Company. Brady gave him a subscription. Sometime after the ad interim certificates were issued and sent by Sargent & Company to the various subscribers that Jackson had brought in, including the complainant Brady. The ad interim certificate was not the bond itself but it was a certificate which entitled the holder, or subscriber, to submit to the Government when the bond itself would be issued and receive a bond for it. These ad interim certificates were numbered, and Sargent & Company after the subscription and the money had been received from the defendant and turned over to Sargent & Company, sent the certificates to the various subscribers including the complaining witness, Brady. Up to this time the defendant had the power and authority from Sargent & Company to represent himself as their solicitor to secure subscriptions for bonds. Somewhere around the 22nd of September the defendant went to the subscribers, including Brady, and said to Brady "We want interim certificates. Give me your certificates and I will send them to Sargent & Co., Sargent & Co. in a few days will exchange them for the bonds, the three and a half per cent bonds" for

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that was the per cent allowed by the Government on that first loan "and they will send them to you by mail." In some instances he told some of the subscribers that Sargent & Company would send the bonds to them by mail on a certain date, and the reason I speak of these other subscribers is that they being similar larcencies I am permitted, under the law, to make proof of them. In some instances, when the ad interim certificates --

MR. MOORE: I object to that, if the Court please, going into other cases. I do not think they can show similar larcencies in this case.

THE COURT: The counsel for the State will outline just what he intends to prove in order to sustain the indictment and not go into matters that may involve disputed questions of law.

MR. RORKE: (Continuing) Jackson stated to Brady that in the course of a few days he, Brady, would receive his three and a half per cent bond. That was on the 22nd of September, 1917. Jackson gave Brady a receipt for three ad interim certificates valued at fifty dollars each which Brady delivered to Jackson on the 22nd of September. At the time that the three ad interim certificates were turned over to the defendant by the complainant, Brady, the defendant gave him a receipt signed "Sargent & Company per Jackson". That was on the 22nd of September.

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Some time after, and on the 9th of October, there was a man named Wynn arrested in Greenwich, Connecticut. Wynn had represented himself there as a solicitor for the American Defense Society. He was arrested and the Chief of Police called in and when he was searched there was found in the pockets of a coat worn by Wynn a letter addressed to this defendant Jackson, at 111 Broadway, care of Sargent & Company. In that envelope there was several pawntickets--

MR. MOORE: I object to that as incompetent.

MR. RORKE: I will show the connection with the pawntickets. The tickets were brought from Connecticut to New York City. The police of this city were consulted and the police department went to the pawnshop of Max Bernstein on 125th street and found there, among others, the three ad interim certificates that had been given by Brady to this defendant to exchange for the three and a half per cent gold bonds. These bonds had been pawned for forty dollars each by the defendant on the 25th of September, three days after he had received them from the complainant Brady.

The defendant, Jackson, was arrested on the 17th day of October, 1917, ^{charged with} the larceny of the ad interim certificates of the value of fifty dollars each. At the time he was arrested he said to the officers, the detective who arrested him, among other things, that he needed the money; that he put them in pawn and he had expected to make good but he failed to do it.

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The defendant was thereupon indicted and he stands here charged with the larceny of the three ad interim certificates of the First Liberty Bond Loan issue the property of the complainant Brady.

When we show this to you by the evidence of the witnesses in the case, we will ask you to convict this defendant of the crime of grand larceny in the second degree, of the three ad interim certificates.

At the request of the Assistant District Attorney, the witnesses on both sides of the case were excluded from the court room.

M I C H A E L J. B R A D Y, a witness called on behalf of the People, being duly sworn, testified as follows:

(The witness states he lives at 499 West 133rd street.)

MR . MOORE: At this time the defendant desires to tender into court for the complaining witness three United States Gold Bonds, numbered 3,259,045 another 3,261,533, and another 1,950,930.

MR. RORKE: The People will object to the tender here particularly as they appear to be bonds of the second Liberty Loan.

MR. MOORE: That is what we claim--

MR. RORKE: And moreover the tender being made at this time comes in the form of restitution after a man has been arrested.

THE COURT: I do not suppose that it would have any-

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thing to do with the matter involved here between the People of the State and the defendant. The question is whether a larceny was committed on the 22nd day of September of last year. You can make the tender.

MR. MOORE: Our position is that there was no larceny committed, and I make the tender from my view of the case believing it is in fulfillment of our obligation. May these be received by the clerk?

THE COURT: Yes.

(The bonds referred to were placed in the possession of the clerk of the Court.)

DIRECT EXAMINATION BY MR. RORKE:

Q Will you state your name so that the jury may hear?

A Michael Joseph Brady.

Q Where do you live? 499 West 133rd street.

Q What work do you do? A Cashier.

Q Where? A Healey's Restaurant, 145th street and Broadway.

Q What was your residence and your business on the 22nd day of September, 1917? A My business was -- I was cashier and lived at 499 West 133rd street.

Q How long before the 22nd of September, 1917, had you known the defendant, Jackson? A From the early part of June, the time the Government issued the First Liberty Loan. From the beginning of June, 1917.

Q State the circumstances under which you first met the

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defendant? A He came there as the representative of Sargent & Company, 111 Broadway.

Q Tell us what he said to you, and then the jury will determine whether he came as a representative? A Well, he came there and Mr. Healy gave him a table in the dining room to sell bonds at. Mr. Healy and all the employees got around there and bought bonds from him and I bought bonds also.

Q What did he say about himself? A Well, he put himself forward as the representative.

Q You say he put himself forward? A Well, he represented himself to us.

Q Did he say he was? A Yes, sir.

MR. MOORE: We will concede that he was.

MR. RORKE: Will you concede that he did set forth at that time that he did represent Sargent & Company?

MR. MOORE: Yes.

BY MR. RORKE:

Q As a result of what he said what did you do at that time? A I bought three Liberty Bonds.

Q How much did you pay? A I paid down \$101-- there was two -- I paid down \$100 for two bonds outright and the other dollar I put down was my brother's on a fifty dollar bond.

Q That is you made a first payment on a third bond that you bought for your brother? A yes, sir.

Q Did you get any receipt from him at that time? A Yes.

Q After that, did you receive anything from Sargent & Company

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Company? A Yes, sir, I received a receipt for that money.

Q For how much? A For the one hundred dollars and one dollar.

Q Did you ever pay the balance on the third bond? A yes.

Q Did you ever receive the bonds? A I never received the real bonds.

Q Did you ever receive the certificates? A Yes, sir.

Q About when? A I couldn't say, sir.

Q Did you make a record of the number of those certificates? A I never made a record but Jackson himself when he came around to collect them gave me a receipt with the numbers on that.

Q Have you got that receipt? A Detective Correll in the case has got it.

Q Do you recall the contents of the receipts given to you by the defendant for the three ad interim certificates that you gave to him? A yes, sir.

MR. MOORE: I don't want to be captious. If you cannot find the original receipt, I won't object to this secondary evidence, but I would like to have that original receipt, because there is a little question in regard to it.

MR. RORKE: I have just sent somebody up to the Property Clerk's office to see if it was there. I will also send^{to} the clerk's office to try and see if we can try and find it.

MR. MOORE: I wish you would not press this at this

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time. I will not be captious later.

BY MR. RORKE:

Q Can you recall what time in 1917 you received the three ad interim certificates from Sargent & Company? A No, sir; I can't remember the exact date.

Q Do you remember meeting this defendant on the 22nd of September, 1917? A Yes, sir.

Q Where? A In Healy's restaurant.

Q Where? A In Healy's Restaurant.

Q Your place of employment? A Yes, sir.

Q Will you speak up to the jury and tell the jury what he said to you at that time and what you said to him? A He came to me and told me he came to collect my three certificates; that he would take them to Sargent & Company's office, and that they would send a man out to the bank and get the bonds for me and that they would send them to me within three days by registered mail. That is what he told me.

Q What was the date of that? A The 22nd of September, 1917. He wrote me out a receipt to that effect and gave it to me

MR. RORKE: I will consent until we determine whether the receipt is in existence, that his testimony regarding the receipt be stricken out.

THE COURT: Strike it out.

MR. RORKE: I will ask your Honor that in the event that the receipt is not found I may be permitted to give secondary evidence of the contents of that receipt.

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THE COURT: I understand there will be no objection to that.

MR. MOORE: If we are satisfied it cannot be located.

BY MR. RORKE:

Q You say the defendant said that in three days you would receive the bonds from Sargent & Company? A Yes, sir.

Q Did he say anything about how you would receive them? A Yes, sir.

Q How? A He said I would receive them by registered mail.

Q What bonds did he say you would receive, what issue? A The first issue, three and a half per cent bonds.

Q Did you receive the bonds by registered mail in three days or at any time? A No, sir, at no time did I receive two bonds.

Q To the present time you have never received the bonds? A No, sir.

Q Did you ever give this defendant any permission to put your ad interim certificates in a pawnshop? A No, sir.

MR. MOORE: I object to that as a conclusion that they were his ad interim certificates. He said these were to be exchanged and he was to get something in place of them.

Objection overruled; Exception.

THE WITNESS: No, sir.

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MR. RORKE: I believe the exhibit has been located and will be right here. Will your Honor indulge just a moment until it is brought here., because I have practically finished with this witness.

CROSS EXAMINATION BY MR. MOORE:

Q How long have you worked for Healy?

A About three years.

Q In what capacity? A Well, about six months as a waiter and six months as bartender and the remainder of the time cashier.

Q Where is this place of Mr. Healy's? A 145th street and Broadway.

Q This day when you say you first met the defendant in June of last year Mr. Healy introduced all of you people to Mr. Jackson as a friend of his? A He didn't actually introduce us.

Q You were all invited into this dining room and there Mr. Jackson was introduced by Mr. Healy to you as a man soliciting subscriptions to the bond sale? A Yes, sir.

Q He also told you that he knew Mr. Jackson for a number of years, didn't he? A Well, he didn't say he knew Jackson for a number of years.

Q Did he say anything about knowing him for a considerable period of time?

MR. RORKE: He asked if you heard it or not.

BY MR. MOORE:

Q Did he say that? (question repeated). A Yes, sir.

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Q As a matter of fact you had seen him at Healy's a great many times before this yourself, that is to recognize him as a frequenter of the premises, did you not? A Yes, sir; I saw him a few times around there.

Q Ever since you have been there, for three or four years, he has been a guest of that place, frequently, hasn't he? A I saw him on two occasions only that I remember.

Q Hasn't he during all the period you have been there a frequent guest of Healy's? A I wouldn't say that.

Q You saw him at least two years ago, didn't you? A I saw him a few times before the Government issued the first Liberty Bond.

Q Did you see him at least two years ago? A No, sir.

Q Can you tell how long ago it was you first saw him as a guest in this place? A May be a few months before the Government first issued the Liberty Loan.

Q You gave \$101 to this defendant in cash, didn't you? A Yes.

Q He gave you a receipt for that? A Yes.

Q Afterwards you received from Sargent & Company a receipt for that \$101? A Yes.

Q Then after that you gave to this defendant the other \$49 didn't you? A Not to this defendant.

Q Who did you give it to? A I sent it to Sargent & Company's office.

Q You sent the other \$49 for the third bond to Sargent's office? A Yes.

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Q For which you received these ad interim certificates?

A Yes, sir.

Q Now at the time that you were asked to subscribe for bonds this defendant made an address to you people who were assembled there, did he not, as to the propriety and patriotism of following that course? A Yes sir.

Q And through the employes he gathered together upon that occasion a considerable sum of money, did he not? A Yes, sir.

Q Can you tell this jury about how much was the whole amount turned over to the defendant on that occasion for a subscription to the first bond? A I don't know exactly how much was paid at that time; some only paid down a dollar, one dollar on a fifty dollar bond.

Q How many subscribed in various sums, everybody in Healy's? A May have been nine or ten; he was in there a couple of days, on a couple of occasions.

Q You were there upon each occasion, were you not? A Yes, sir, I was around.

Q As a matter of fact he was there upon four or five different occasions soliciting bonds, wasn't he? A Yes.

Q Each time he spoke to the employees and others for the purpose of getting them to subscribe to the issue?

A Yes.

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Q Each time he collected money, did he not? A Yes, sir.

Q Did he also have the privilege of addressing the guests that were assembled in the dining room of that place upon these various occasions? A Well, he didn't do it; he had the privilege all right.

Q He did get from those guests that were assembled -- he also procured subscriptions from them, did he not? A Yes, sir.

Q Now that was done not only upon the occasion when you subscribed but upon several other occasions during the pushing of that first Liberty Loan? A Yes, sir.

Q Do you remember the time you took out your bonds of something being said about your getting four per cent in the savings bank? A Absolutely no reference made to four per cent bonds.

Q I didn't say anything about four per cent bonds. I move to strike out the answer as not responsive.

THE COURT: Motion granted.

Q Did you hear the question? A I did not.

Q (Repeated as follows: Do you remember at the time you took out your bond something being said about your getting four per cent in the saving bank? A No, sir.

Q I don't mean now at the time you had the talk when you gave up your ad interim certificate, but I mean at the time you subscribed for the \$100 worth of bonds -- was there anything then said about your having money in the savings bank? A No, sir; not a word.

Q Did you have any in the savings bank? A No, sir; I

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had money in my pocket.

Q Did you have a savings bank account? A Certainly I had a savings bank account.

Q You were drawing four per cent? A There was no reference to the savings bank.

MR. MOORE: I don't ask that. I move to strike it out.

THE COURT: Strike it out.

BY MR. MOORE:

Q You were drawing four per cent in the savings bank?

A I don't know exactly what I was getting.

MR. RORKE: What is that?

THE WITNESS: I don't know exactly what I was getting.

BY MR. MOORE:

Q How long have you had that savings bank account?

A The last ten years maybe.

Q You don't know what interest were you getting? A Well, it varies at times, sometimes it is three, three and a half and four.

Q You don't know what interest you were getting in June, 1917? A I could not say.

Q Did you know what interest you got the last time you had your book written up? A Yes, sir.

Q What was it? A Four per cent.

Q When was that? A That was in the month of July last.
In

Q ^1917 you knew you were getting four per cent? A Yes, sir.

Q When was it you subscribed to this loan? A The beginning of June, 1917.

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Q When did you have your book written up before and the interest credited upon your book prior to July, 1917? A I could not say.

Q About when? A I could not say.

Q You can't say about when? A No, sir.

Q Can you say whether in 1916 or not? A Yes, sir, in 1916.

Q What was the interest you were getting then? A I don't remember.

Q When did you have it written up before that? A Before 1916?

Q Yes. A I couldn't say.

Q Can you say whether it was 1915? A No, sir.

Q 1917?

A No, sir, I don't think I can recollect.

Q Can you say what rate of interest it was you were getting then? A No, sir.

MR. RORKE: I don't see the materiality of this, - what interest he was getting in 1913. He said he did not know.

THE COURT: What do you say as to that, Mr. Moore, how is it competent?

MR. MOORE: Only this - his attitude is now that he was not receiving his bonds at four per cent he was taking them at 3 1-2 per cent. If at the time he made this original loan of \$100 he was getting four per cent and if this

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defendant told him that the probabilities -- were there would be a later loan in which he would be able to receive four per cent.

THE COURT: I will allow it.

BY MR. MOORE:

Q Can you tell what the interest was that you got the last time you know what it was prior to July, 1915? A No sir, I can't exactly remember what interest I got.

Q So that you have been keeping this bank account in a savings bank for ten years and never knew what interest you got except when you got your book balanced in 1917?

MR. RORKE: I object to that as already testified to.

A Before June, 1917?

Q Isn't that the fact? A Yes, sir; I got four per cent interest.

Q Now, after you gave the defendant the ad interim certificate and before his arrest you saw him at Healy's, didn't you?

A Yes, sir.

Q Saw him several times, didn't you? A Yes, sir.

Q Had some talk with him? A Yes, sir.

Q Didn't he tell you that the bonds had not been issued yet?

A Yes, sir.

Q And said he would send them to you as soon as they were issued, didn't he? A As soon as they would be issued Sargent & Company would send them by registered mail to me.

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Q Did he say Sargent & Company or "We will"? A Sargent & Company.

Q Now you have been told, have you, that in order to get your \$150 you have got to hold Sargent & Company in this transaction?

A No, sir, I haven't got any information from anybody to say that.

RE-DIRECT EXAMINATION BY MR. RORKE:

Q At these times that you saw the defendant after you gave him your ad interim certificates did he tell you he put your certificates in pawn? A No, sir.

Q I show you this piece of paper and I ask you to look at it. Have you ever seen it before? A Yes, sir.

Q When for the first time? A The first time on the 22nd of September.

Q Where did you see it then? A At my office in Healy's restaurant.

Q Did you receive that from the defendant that day? A Yes.

Q What are the numbers on that piece of paper. Do you know what they refer to? A These are the numbers of the ad interim certificates which he took away from me.

Q These numbers on there are identical with the numbers that were on your ad interim certificates? A Yes, sir.

MR. RORKE: I offer it in evidence.

MR. MOORE: No objection.

(The receipt referred to is marked People's Exhibit 1.)

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(Mr. Rorke reads People's Exhibit No. 1 to the jury as follows New York, September 22, 1917. Received of Michael J. Brady, three \$50 loan certificates to be exchanged for bonds, to be sent by registered mail, Sargent & Company Fred'k. Jackson, \$150 No. 1857184, 556794, 556795.

BY MR. RORKE:

Q Do you know whether or not the defendant, Jackson, was known as a four minute man at the time he was soliciting subscriptions to the first Liberty Loan? A Yes, sir, he was known as that by some of them around there.

Q He was one of those sent out to make speeches for the Liberty Loan?

MR. MOORE: I object to that. He wasn't sent out. He volunteered his services. Nobody had control over him or paid him.

THE COURT: Objection sustained.

MR. RORKE: I object to that statement.

THE COURT: I will sustain the objection.

MR. RORKE: I will ask your Honor to direct the jury to disregard the statement of counsel just made as not testimony.

THE COURT: Yes. It will put out of your consideration, gentlemen.

BY MR. RORKE:

Q Who was in Healy's restaurant that you know of that subscribed at the time that you did? A T. P. O'Rourke sub-

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scribed \$100 when I did, and John Healy subscribed, I don't know exactly what he put down.

Q John Healy is the proprietor of Healy's restaurant?

A Yes, sir.

Q 145th street and Broadway? A Yes, sir.

Q Do you recall any others there who subscribed at the time you did? A I ain't sure whether they subscribed on that day. I don't know if they subscribed during the days he was there, quite a few others, waiters and others.

MR. MOORE: That is all.

BURTON W. SEYMOUR, a witness called on behalf of the People, being duly sworn, testified as follows:

(The witness states he lives at 11 Union avenue, Mount Vernon.)

DIRECT EXAMINATION BY MR. RORKE:

Q Mr. Seymour, what is your business? A Auditor for Sargent & Company.

Q What is their business? A Investment securities.

Q How many branches throughout the country has Sargent & Company? A 50 branch offices.

Q Do you know the defendant? A Only that I have seen him now and then.

Q Was he in the employ of Sargent & Company as a solicitor? A Yes, sir.

Q Do you know the date when he entered the employ of Sargent

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& Company.

Q Do you know the date when he first entered the employ of Sargent & Company? A Around February 6, 1917; any way his contract reads about that date.

THE COURT: What date?

A February 6, 1917.

MR. RORKE: What year?

THE WITNESS: 1917.

BY MR. RORKE:

Q The defendant, when the first liberty bond loan of 1917 was being floated by the Government acted as a solicitor for your company to secure subscribers to the Liberty bond loan?

MR. MOORE: I object to that in that form. He acted as a solicitor for the Government but he worked for this company.

Q What did the defendant do for your company with respect to the first Liberty bond loan in June and subsequent to that in 1917? A He secured subscriptions for the first Liberty loan and also the initial payments and he turned them in through the medium of our branch manager at the Murray Hill office to us and we delivered them to the Government.

Q Have you any record showing the receipt of moneys from M. J. Brady in 1917, his subscription to the first Liberty Loan? A Our records show that.

Q What do your records show?

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Q What do your records show? A That we received that payment on the ---

Q Have you the record with you? A No sir.

Q Can you testify in the absence of your record? A Well, I ^{can} said.

MR. MOORE: Isn't that a matter that we can concede?

MR. RORKE: Perhaps we can have a concession here.

MR. MOORE: The complaining witness testified he gave \$101 to the defendant and got back his receipt for it from the company; the other \$49 he paid to the company. That is conceded to be the fact.

MR. RORKE: It is conceded by the defendant that on June 13, 1917 there was received from the complainant, M. J. Brady, \$101.

MR. MOORE: No, that was received from Jackson by this company.

MRRORKE: There was received from the defendant Jackson \$101, moneys of the complainant, M. J. Brady, subscribed to the first issue of the liberty bond loan.

MR. MOORE: That is conceded.

MR. RORKE: It is conceded that on August 2, 1917, Sargent & Co. mailed to the complainant, M. J. Brady ad interim certificates Nos. 556794 and 556795, each ad interim certificate being of the value of \$50.

MR. MOORE: That is all conceded.

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each ad interim certificate being of the value of \$50.

MR. MOORE That is all conceded.

MR. RORKE: It is conceded also that Sargent & Company received from the complainant, Brady, full payment for another Liberty bond of the value of \$50 sent to the complainant, Brady, by registered mail -- ad interim certificate 1857184 under date of September 14th.

MR. MOORE: That is also conceded.

MR. RORKE: It is conceded that the complainant, Brady, received such ad interim certificate under date of September 17th.

MR. MOORE: I presume so.

BY MR. RORKE:

Q Do you know whether Jackson had authority from Sargent & Company to collect ad interim certificates from the subscribers for Sargent & Company? A Absolutely not.

Q Do you mean by that he had no authority from your company?

A He had no authority, no, sir.

Q Did Jackson have authority from Sargent & Company to give receipts for certificates, ad interim certificates of the first Liberty bond loan? A No, sir, he did not.

Q Had Jackson authority to deliver ad interim certificates to Sargent & Company received from the holders or subscribers?

A Why, if a subscriber requested him to do so of his own accord we would naturally accept them and exchange them for the bonds if so requested.

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Q Had Jackson authority to say to the holders of that interim certificates that Sargent & Co. would receive the certificates and mail the bonds to subscribers?

MR. MOORE: I object to that.

THE COURT: The last answer explains the situation. I sustain the objection.

BY MR. RORKE:

Q Did Jackson, the defendant, ever deliver to Sargent & Co. ad interim certificates numbered 1857184, 556794 and 556795? A No, sir, he did not.

Q Did Jackson ever deliver to Sargent & Co. the value of the three certificates referred to? A No, sir, he did not.

Q Did Jackson ever account to Sargent & Co. for the three certificates testified to? A Not that I know of.

Q You are the auditor of the company? A Yes, sir.

Q You audit all the transactions of the company? A Yes.

Q I show you an envelope and ask you if you ever saw that envelope in the office of Sargent & Co.? A No, sir.

Q Will you look on the back of it. What is your answer? A I did not.

Q Did you ever see in the office of Sargent & Co. mail addressed to the defendant, Jackson individually in care of Sargent & Co.? A Well, I could not say as I have personally.

Q Your answer is you cannot say. So far as your records show Jackson turned all the original subscriptions in for the first liberty bond loan? A Yes, sir.

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CROSS EXAMINATION BY MR. MOORE:

Q Counsel, asked you so far as your records show. Have you heard any complaint from any person in the world that any subscription procured through Jackson was not reported and the funds accounted for? A No, sir.

Q He was a very efficient man in getting subscriptions for that first liberty loan, was he not? A I could not say only--

Q You are the auditor, are you not? A Yes, sir.

Q Do you know how many men you had that were working as solicitors for your corporation who were actually engaged on the work of soliciting subscriptions to this bond issue?

A I can tell you approximately.

Q What? A Between seven and eight hundred.

Q Approximately 650, wasn't it? A Approximately between seven hundred and eight hundred.

Q Don't you know that this defendant was the third in the list of men to get subscriptions of your whole force? A I couldn't know myself, I couldn't say.

Q You were the auditor, you had charge of auditing his accounts and the accounts of the other 700 or 800 men, didn't you?

A Yes, sir.

Q Now, don't you know that among the men who solicited small subscriptions of fifty and one hundred he stood third in order? A No, sir.

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Q Don't you know that after that was terminated and the drive cancelled that Sargent & Co. made him a present of two shares of stock in their company for his proficiency in securing these loans? A He was among one of the bonus men I will admit. .

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Q Why do you say "I will admit. " You are not mad at him? A Absolutely not.

Q How many men were among the bonus men? (No answer.)

Q There were only ten men that received a bonus out of that seven or eight hundred men, wasn't it? A I couldn't tell definitely the number.

Q Well, I don't ask you definitely. About how many?

A In the neighborhood of eight or ten.

Q The bonus that was given to these eight or ten men of the highest was a certificate of stock in the Commonwealth Finance Corporation, was it not? A Yes, sir.

(The paper last referred to is marked Defendant's Exhibit A for identification.)

Q I show you Defendant's Exhibit A for identification and ask you if that is a certificate of stock that was given by the corporation to this defendant in reward of his efforts in procuring liberty loans? A Yes, sir.

Q Now, having that in mind are you able to say in what order he was among the men, whether first, second, third or tenth? A I could not.

Q Doesn't the amount of this stock indicate anything of that kind? A No, sir.

Q You knew that this man Jackson had been charged here with Grand Larceny of these three Liberty Loan bonds, didn't you? A Yes, sir.

Q Did that arouse in your mind any question so that you

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examined the amount of money he handled for your corporation in this Liberty Loan? A Only so far as it was in question, involved here.

Q Didn't he turn in on that liberty loan to you thousands and thousands of dollars by reason of his own efforts? A Well, it ran into thousands I think.

Q You don't think, you know, don't you? A Well, I would say it ran into thousands.

Q Well, how many thousands, thirty or forty or how many? A I couldn't state definitely.

Q You do know, do you not, that Jackson gave up all his time while that drive was on to canvassing for these liberty loans from small investors, do you not? A No, sir, I do not.

Q Do you know anything at all about it? A No, sir, in regard to his sales -- not how his time was spent.

Q Did you know anything about his making speeches in various public gatherings asking people to invest in this liberty loan? A That was not brought to my attention.

Q Did you know anything about his making a canvass from house to house in the territory given to him in furtherance of the success of this loan? A Not to my attention.

Q Now, you say he became a solicitor for your company in February, 1917. What were his duties in that connection as a solicitor? A To secure subscriptions for the securities we were placing on the market.

Q He had continued in your employ as a solicitor up until when-- in the employ of your corporation? A Sometime prior

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to October 1st.

Q Why, sometime prior to October 1st? A During the month of September, I couldn't state definitely the date.

Q Didn't he continue there until October 1st? A I couldn't state definitely.

Q Didn't he continue there until after this trouble occurred? A What date do you have in mind?

Q I don't care what date it was? A He was not working for us after October 1st.

Q Now without regard to dates, did he continue working in your employ until this trouble arose with regard to Brady. I don't care about dates. I am talking about something else. (No answer.)

BY THE COURT:

Q Do you know when the defendant was charged with stealing?

A I don't know the exact date.

Q Do you know about the time? A Yes, sir.

Q As a matter of fact you know he has never been discharged by your company up to the present moment? A Well, that is out of my jurisdiction.

Q You don't know? A No, sir.

Q Well, what did you mean to say that he didn't work for you since the first of October? A Well, because his connections were with one of our managers, Mr. Chaffa and when Mr. Chaffa severed his connection with this particular office, I believe a couple of days after -- either the second or third

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of October-- Mr. Jackson came into the Murray Hill office and requested to go to work for the company.

Q Do you know Mr. R. R. Chaffa? A Yes, sir.

Q He is the manager of one of your offices, is he? A Yes.

Q Where is he? A Chicago.

Q Where was Mr. Chaffa last August? A He was manager of our Murray Hill office.

Q Where was he in September? A Also manager there.

Q This defendant worked almost directly under him, did he not? A Yes, sir.

Q So that his immediate superior in your office was Mr. Chaffa? A Yes, sir.

Q You, of course, don't know what instructions or authority Mr. Chaffa gave this defendant, do you? A I know what his instructions were.

MR. RORKE: Let him answer and see what it is.

Q Repeated. A No, sir.

Q You don't know whether Mr Chaffa told this defendant that he could take up ad interim certificates and exchange them for four per cent bonds or not? A The company never instructed Chaffa to do that.

Q Question repeated. A No, sir, I do not.

Q Now, as a matter of fact, your company did upon a number of occasions, through its solicitors, take up ad interim certificates and give four per cent bonds in place of them?

A Directly, no, sir.

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MR. MOORE: I move to strike the answer out.

THE COURT: Motion granted.

Q Question repeated. A At the subscriber's request, yes, sir.

MR. MOORE: I move to strike out the answer as not responsive.

THE COURT: He would hardly know, Mr. Moore, what representations were made by the solicitor. There might have been instruction given not in his hearing to the solicitor.

BY MR. MOORE:

Q You are in no sense the general manager of this company?

A Absolutely not.

Q You are not upon the Board of Directors of the company?

A No, sir.

Q Your business is simply auditing the accounts of the company, is it not? A Yes, sir.

Q You have nothing to do with giving instructions to the various solicitors, have you? A No, sir.

Q So that when you are talking about instructions given to them by the officers in charge you are talking purely from hearsay, are you not? A Yes, sir.

MR. MOORE: I move to strike out all this evidence in reference to instructions.

THE COURT: If you will indicate what you think comes within that.

MR. MOORE: It would seem to me that all of it would.

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THE COURT: Well, some of it would and some , I am inclined to think would not. I would like to have you indicate it to me.

MR. MOORE: As far as his declaration here that the defendant had no authority to say to subscribers that he would take up the ad interim certificates and exchange them for bonds. I move that that be stricken out as purely hearsay.

THE COURT: You allowed a good deal of it to go in.

MR. MOORE: I know that I allowed it to go in because I assumed that he had been informed and knew.

THE COURT: You make this request after a good deal of it is in. If you will indicate to me just what you think comes within that.

MR. MOORE: When I let it go in I could not very well object to the question and answer. He was asked what instructions were given.

THE COURT: I assumed you were going to object to it and was surprised that you did not.

MR. MOORE: I should have objected upon the ground that the witness was not shown to be competent or qualified. Now the evidence was purely hearsay especially in reference to the exchange of three and a half per cent certificates for four per cent bonds. I move to strike that out on the ground that it is purely hearsay.

MR. RORKE: It has been developed by the testimony

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of this witness that Chaffa was a manager up to the first of October and that he is now managing the Chicago office. I take it that there is some other manager there from October first because the witness stated that the defendant went into that manager and asked to be taken back. Now, perhaps we can have a concession here that will save considerable time. If the defendant intends to hold that he was given authority by Chaffa to take up ad interim certificates then I shall have to have Chaffa here from Chicago. If he contends that he had no authority then we can proceed.

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MR. MOORE: We contend that he had authority from Chaffee.

THE COURT: You do make the contention that Chaffee authorized the defendant to so proceed.

MR. MOORE: He had permission to take up the ad interim certificates.

MR. RORKE: Then I shall instruct this witness or will ask your Honor to instruct the witness to get in touch with this witness in Chicago so that we may have him here by tomorrow.

THE COURT: You had better do that. Now is there anything else in this regard?

MR. MOORE: I think it is time your Honor should sustain my motion, grant my motion to strike that from the record.

THE COURT: Well, I think you are entitled to it, but I am sorry you let so much of it go in without any protest. I was quite expecting that you would limit the matter right then and there, but you did not object, and I assumed it was properly going in. Now some of it is proper and some of it probably ought not to be in.

MR. MOORE: The only thing I am interested in and the only part I restrict my motion to now is to strike out the statement that the defendant had no authority to bargain with his customers to take up the ad interim certificates for four per cent bonds from Gargent & Company. That

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I move to strike out.

THE COURT: I will have to grant that.

MR. RORKE: May I interrogate the witness before your Honor passes upon that?

THE COURT: Yes.

BY MR. RORKE:

Q How were the instructions of Sargent & Company to the officer managers and solicitors given, verball or in writing?

MR. MOORE: If he knows?

A By general letters of the vice president.

Q Are you familiar with all the general letters from the vice president of Sargent & Company to the various managers and solicitors? A Yes, sir? I am.
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Q Was that only means used by Sargent & Co. to instruct its manager its managers and solicitors? A yes, sir, it was.

Q Was there any such written instructions given by Sargent & Company to its managers or solicitors to take up ad interrim certificates and agree to exchange them for definitive, final bonds? A No, sir.

BY MR. MOORE:

Q Where did you work, your place of business, of the company? A 111 Broadway.

Q Any other place? A No, sir.

Q I suppose that you examined all the correspondence, for instance, that passed from the head of your corporation to R. R. Chaffa at the Murray Hill office? A No, sir. In

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all cases mostly I have given the instructions--

MR. MOORE: I move to strike that out as not responsive.

THE COURT: Strike it out.

Q Why, as a matter of fact the heads of the office never turned the correspondence over from the general manager to you to look at, did they? A Anything pertaining to instructions in the firms, were given to me.

Q I asked you if the heads, the officers, turned the correspondence from the general managers over to you for your inspection? A No, sir.

Q You don't know what special instructions came to the managers from the head office -- to each officer of a branch office? A Yes, sir.

Q Without your seeing it? A Not without seeing the instructions.

Q You didn't see any of the correspondence passing, for instance, between Mr. Chaffa and the head official of your company, did you? A I saw the written instructions go from the head official to the Mr. Chaffa.

Q You saw the general instructions, did you not, that were given to the whole staff? A Yes, sir.

Q And that is all, isn't it? A Yes, sir.

Q Do you know Mr. Linder? A I do.

Q Where is he and who is he? A I could not state who he is, and what his business is.

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Q What was his business last October? A Superintendent of our eastern division.

Q That covered how much territory? A Well, all the officers here in New York State.

Q So he was in charge, had the superintendency of all the offices in the State of New York on the first of October of last year? A Yes, sir.

Q He was the superior then of Mr. Chaffa, was he not? A Yes, sir.

Q Was he also the superior of this defendant? A Yes, sir.

Q Do you know whether or not on the 10th of October Mr. Linder, as such superintendent, had authority to place managers in the various offices, did he not? A Yes, sir.

Q Do you know whether or not on or about the 10th of October while this defendant was still in the employ of your company he offered him a position as manager of one of the branch offices in this city? A I do not.

Q Do you know anything at all about it? A No, sir.

Q You told us a little while ago he quit the first of October. Now, I am talking about the 10th. Do you know anything about it at all? A No, sir.

Q Do you know anything of the value of these two certificates of stock of the Commonwealth Finance Corporation, Defendant's Exhibit A for identification? A The par value is a hundred dollars; that is all I can say.

Q You don't know its value? A No, sir.

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RE DIRECT EXAMINATION BY MR. RORKE:

Q What is the name of the office manager of that uptown office who took charge on the first day of October? A A. J. Burroughs.

Q Is he in the city now? A Yes, sir.

Q Is Mr. Linder in the city now? A I couldn't say.

Q You were asked by counsel for the defendant if you had ever heard of any such trouble prior to the Brady matter in connection with the defendant. You know a man named I. Penn?

MR. MOORE: I object to that.

MR. RORKE: Counsel said to this witness "You never heard of any trouble at all with regard to Jackson's transactions."

MR. MOORE: With reference to the first liberty loan?

MR. RORKE: All right.

BY MR. RORKE:

Q Do you know a man named I. Penn? A If I remember right I met him at the office.

Q You met him at the office subsequent to the trouble of the Brady certificates? A I could not say.

Q Do you know Officer Correll, the detective in this case? A I do.

Q Do you remember that officer Correll went down to your office before the arrest of the defendant? A I do.

Q At that time when the officer spoke to you had you then had trouble over the Penn certificates?

MR. MOORE: I object to that as calling for the con-

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clusion of the witness and improper.

THE COURT: Isn't that somewhat in line with your inquiry. Is he not adopting your terminology.

MR. MOORE: I asked him if he had not turned in every dollar and if he had any record of wrong doing. Anything that pertains to that I have no objection to .

BY MR. RORKE:

Q Had you seen this man Penn at your office prior to the time Detective Correll called? A Yes, sir.

Q Did you ever see this paper before? (Handing witness a paper). A Yes, sir.

Q Didn't Penn also call at your office and make a complaint against this defendant in reference to ad interim certificates that had been taken from him by the defendant?

MR. MOORE: I object to that if the Court please as incompetent, inadmissible and calling for a conclusion by the witness. That clearly does not relate to the matter which I interrogated him about.

THE COURT: Is not the question in the line of your inquiry. It would seem to be in reply to it. Is this for the purpose of showing similar larcencies about the same time.

MR. RORKE: I intend later on to show similar larcencies, but this is to show that Sargent & Co. for whom this employee was working-- that at the time that Detective Correll began to investigate the Brady affair Sargent

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& Co., through its manager knew that there was trouble over the ad interim certificates of Penn.

MR. MOORE: Through Brady too. Of course, each one of them, made the same clamor. My questions were directed to this: Did they have have any trouble or any complaint from any one that he did not turn in every dollar of the thousands of dollars he received as a solicitor for that liberty bond loan. Now, this grows out of the ad interim certificates and there were several of them in the same situation.

THE COURT: You mean prior to this time?

MR. MOORE: I think just about the same time, but it does not relate at all to its turning in the money for the subscriptions.

MR. RORKE: The whole purport of counsel's questions to this witness when he asked it was to give the jury the impression that up to the time that Detective Correll, or rather up to the time the Brady matter arose Sargent & Co. had never had any trouble with this defendant over subscriptions or any other transaction. I propose to show that they did have trouble over the certificates and that they then took action in it.

MR. MOORE: I did not refer to other matters at all. I asked him if this man did not remain in their employ up to the time of the Brady trouble. That is what I asked him. I knew about these things and they are incompetent,

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and I purposely framed the question so as not to cover it. If you think we are deceiving anybody I don't want to do that.

THE COURT: I think from this discussion the jury will get just what the situation is. I think you did create the impression in my mind -- whether you did in the jury's mind is another thing, that you had reference to some other trouble, and counsel for the state has taken that up and extended it by his further inquiry. Now, I think we will stop upon that branch of it now. If you desire to offer something later you may do so.

MR. RORKE: I have a question to ask which may, in view of the ruling you have just made, be inadmissible.

(Counsel confer with the Court.)

BY MR. RORKE:

Q At the time Detective Correll called on you at the office of Sargent & Company did you tell him that Sargent & Co. were also looking for the defendant?

Objected to; objection sustained.

Q Did you tell him that Detectives-- Burns detectives were looking for the defendant on trouble arising out of transactions that this defendant had with subscribers to Sargent & Co's. business?

Objected to; objection sustained.

Q As a matter of fact, did you know whether Burns' detectives were searching for the defendant at the time that Detective Correll called upon you?

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Objected to; objection sustained.

((The Court admonished the jury calling their attention to Section 415 of the Code of Criminal Procedure and took a recess until two o'clock.))

AFTER RECESS.

BURTON W. SEYMOUR, a witness for the People, resumes the stand.

BY MR. RORKE:

Q Do you recognize the gentleman now at the rail (Mr. Penn) A This is I. Penn.

Q Is that the gentleman who called on you at Sargent & Company's office before you met Detective Correll? A I recollect his calling at the office.

Q Was it before or after the call of Detective Correll that Mr. penn called on you? A I could not state definitely.

Q Did you tell Detective Correll when he called on you that Penn had already been to see you in connection with a certificate ad interim?

Objected to as incompetent, inadmissible and hearsay.

THE COURT: He may state the fact. Did you or not?

THE WITNESS: I don,t recollect.

BY MR. RORKE:

Q Did you call on the defendant in the Tombs after his arrest? A I did.

Q Do you know what the Tombs are? A Yes, sir.

Q Are are they? A Well, no, sir, Police Headquarters.

Q You saw him at Police Headquarters? A Yes, sir.

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Q Have a talk with him there? A Yes, sir.

Q I again show you a paper I showed you before recess, and again ask you whether you recall having seen that paper at the office of Sargent & Co.

MR. MOORE: I object to that on the ground the witness has already answered it.

Objection overruled; exception.

A May I go into a little definite -- give a little explanation in regard to this.

Q I prefer an answer? A I could not state definitely that this is the particular receipt that I have seen.

Q When Penn called on you do you recall whether or not he had a paper similar to the one I hold in my hand?

MR. MOORE: Objected to as calling for a conclusion.

Objection overruled; exception.

A I couldn't state definitely.

BY MR. MOORE:

Q It is a fact, is it not, that you audited all of the defendant's accounts for subscriptions to the first liberty loan?

A Yes, sir.

Q It is also a fact that you found the defendant's accounts to be correct, is it not? A As far as my knowledge--

Q There was no complaint entered upon that as far as you know by any one, was there? A In regard to money matters or subscription matters.

Q With regard to the solicitation for subscriptions to

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that liberty loan there was no complaint made by any person was there, as far as you know? A May I ask you to state that again?

Q Repeated. A In regard to the solicitation, no, sir.

Q For moneys received by him for subscriptions there was no complaint by anybody, as far as you know? A No, sir.

BY MR. RORKE:

Q Was there any complaint made with regard to the collection of the ad interim certificates after the subscriptions had been received?

Objected to; objection overruled; exception.

A Yes, sir.

Q By whom?

MR. MOORE: I object to that as incompetent, inadmissible and not part of the People's case.

Objection overruled; exception.

A Penn.

MR. MOORE: And a further objection as incompetent unless it is shown to be prior to this transaction.

THE COURT: Can you fix the time?

BY MR. RORKE:

Q About what was the time that Penn called on you to make a complaint? A I could not state definitely, the latter part of September.

Q The latter part of September, 1917? A Yes, sir.

Q Does this paper I show you in any way fix the date with

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any certainty that Penn called on you? A No, it does not.

Q But you said in the latter part of September when he called to complain about his ad interim certificate that had been collected by Jackson?

MR. MOORE: Objected to. The conversation is objected to.

THE COURT: I sustain the objection to the question as framed.

BY MR. RORKE:

Q Counsel for the defendant has asked you if there ever was any complaint brought to your attention against Jackson with regard to the solicitation of subscriptions for the first liberty bond loan. I have asked you whether there was any complaint brought to your attention against Jackson with regard to the collection of ad interim certificates for the first liberty bond loan and you say yes, Penn brought a complaint, is that right?

A Yes, sir.

Q In your opinion that was about the end of September, 1917, he made his complaint? A Yes, sir.

Q Were there any other complaints brought to your attention about that time?

MR. MOORE: I object to that.

THE COURT: On the same general subject, with reference to the ad interim certificates?

MR. RORKE: Yes, sir.

Q State what they were? A If I recollect Mr. Brady was another one, Healy was another one.

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Q Who else complained? A There were a couple more but I don't recall their names.

Q Do you recall the date of the arrest of the defendant?

THE COURT: The examination before the Magistrate was on the 18th. It

MR. RORKE: It will be conceded the arrest was on the 17th.

THE COURT: Yes.

Q Were there any other complaints made with reference to the collection of ad interim certificates by Jackson, that you can recall in addition to those you have already stated? A No, sir, not that I recall.

BY MR. MOORE:

Q You saw this defendant frequently, did you not, up to the time of his arrest? A No, sir, I wouldn't say frequently.

Q Well, about how often did you see him? A Probably once a month.

Q You talked with him, did you not, over the telephone to the Murray Hill office? A A couple of times.

Q More than a couple of times, didn't you? A Not that I recall.

Q You talked with him in the month of October to the Murray Hill Hotel over the telephone? A Not that I recall.

Q Is that as strong as you will put it? A Yes, sir.

Q Then you will not say that you did not talk with the defendant, talking from the Murray Hill office during the month of October? A Not that I recall.

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Q That is indefinite. I want to know if you will say more than that, if you did not as a matter of fact talk with him? A I would have known it--

THE COURT: You are clear upon that are you?

(No answer.)

Q Whether you talked with him or whether you did not, you did not say anything to him over the telephone about anybody making a complaint against him, did you? A If I recollect in regard to a payment, in regard to another security, but not this.

Q I ask you if you said anything to him over the telephone with reference to these complaints? A No, sir; not that I recall.

Q Do you regard complaints of enough importance so that he should be notified of their character? A Yes, sir-- when this case came up.

Q Were complaints made to you? A They were.

Q Notwithstanding the fact that you say complaints were made to you you did not regard them of sufficient importance to call this defendant Jackson's attention to them? A I did in an indirect way, through a formal way.

Q You did not do it yourself anyhow, did you? A No, sir, I did not.

Q These people came there and they were inquiring for the bonds in place of the interim certificates, were they not? A Yes, sir.

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Q What they called for was with reference to these certificates and these bonds? A Yes, sir.

Q Did you know anything about whether the bonds themselves had been actually issued at that time? A No, sir.

Q Did you know that the four per cent bonds were not issued until over a month later? (No answer.)

Q Do you know when they were issued these four per cent bonds? A No, sir.

A N D R E W T A L B O T, a witness called on behalf of the People, being duly sworn, testified as follows:

(The witness states he lives in Greenwich, Connecticut.)

DIRECT EXAMINATION BY MR. RORKE:

Q You are chief of the police force of Greenwich, Connecticut? A Yes, sir.

Q I show you an envelope containing some papers. I ask you to look at that. Did you ever see that before? A Yes.

Q State when for the first time you ever saw these? A On the afternoon of October 9th, 1917.

Q Where? A Headquarters, -Police Headquarters, Greenwich, Connecticut.

Q Under what circumstances?

MR. MOORE: Objected to. We are not interested in whether a certain man was arrested or not.

MR. RORKE: We have a right to trace our property and show the manner in which we recovered it.

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THE COURT: I don't know as to whether it has any bearing. I will have to see what it is.

A It was taken from the person --- from a coat that John J. Wynn had.

Q Was that man John J. Wynn then under arrest?

Objected to.

THE COURT: I am not certain whether you are not right. I will have to see first. I don't know whether it has any bearing or not. If it has not you will not be prejudiced.

A He was.

Q The envelope I show you, was that taken from Wynn at the time? A Taken from a coat that Wynn had with him.

Q At the time? A Yes, sir.

(The envelope referred to is marked People's Exhibit 2 for identification.)

Q Are these exhibits in a case in Greenwich now pending?

A Yes, sir, they are marked on the back.

MR. RORKE: May we have them considered as marked in evidence here instead of actually marked.

THE COURT: If they are received perhaps you can spread them on the record. Were these taken from the Court files?

THE WITNESS: Yes, sir, they were taken from my possession by the Court and I took them to the District Attorney, to the higher court.

MR. MOORE: These certainly cannot have any bearing

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upon the case up there.

BY MR. MOORE:

Q These were taken from the possession of that man over there? A Yes, sir.

Q They have never been used in any court proceeding in Connecticut? A Yes, sir. I can explain that.

(Nine pawn tickets are marked People's Exhibit 3 for identification.)

BY MR. RORKE:

Q Did you ever see this paper which I now hand you before?

A I have.

Q Where and when for the first time? A October 9, 1917 at Police Headquarters Greenwich, Connecticut.

Q Where did you get it? A From the person of one John J. Wynn.

(Marked for identification People's Exhibit 4.)

After

Q ~~Did~~ these various papers marked for identification were received by you from the person of Wynn in Connecticut did you come to the city of New York? A The following day, or shortly after.

Q Did you meet Detective Correll in New York City Police Department?

Objected to. Objection overruled. Exception.

A I did.

Q Did you at that time show him these various papers that have been marked for identification?

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MR. MOORE: I object to that as entirely immaterial.

Objection overruled. Exception.

A Yes, sir.

CROSS EXAMINATION BY MR. MOORE:

Q What day was it you came to New York you say? A I am not positive, I think October 10th, a day or two after Mr. Wynn was arrested, immediately after.

J A M E S M U R P H Y, a witness for the People.

(The witness states he lives at 766 Ninth avenue, Manhattan).

DIRECT EXAMINATION BY MR. RORKE:

Q What is your business? A Appraiser for a pawnbroker.

Q The name of the pawnbroker? A Max Bernstein.

Q His place of business? A 273 West 125th street, Manhattan.

Q How long have you been with Max Bernstein at that address?
A Twenty-two months.

Q Do you know the defendant Jackson? A Yes, sir.

Q On September 25th, 1917, did you see him in your place of business? A Yes, sir.

Q Did you have a talk with him that day? A I was on the counter. He came in and offered two Liberty Bonds of the denomination of two -- ad interim certificates of the denomination of \$50 each and asked for a loan of \$80 on them which I gave him.

MR. MOORE: We may just as well determine it at this time. I object to any evidence being given of any other

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transaction than the one upon which we stand charged.

MR. RORKE: I may as well state at the outset, if your Honor please, that I expect to offer evidence of similar larcenies. I have many witnesses and will show many pawnings of similar certificates.

MR. MOORE: I don't think that that comes within the case where similar transactions are allowed. The question is whether or not we appropriated this property to our own use with intent to deprive and defraud the true owner of his property. That is the sole question in this case.

THE COURT: Suppose that at about this time, for the purpose of this evidence, it was developed that a person was going about doing the same thing with reference to these ad interim certificates, pawning them without authority and raising money upon them -- wouldn't it be so connected if the time was about the same with reference to them, and wouldn't that go to show that the same motive that actuated one act actuated the others? Is there not a case to that effect in the 86th New York?

MR. MOORE: The cases are that where an intent may be criminal or may be innocent similar transactions may be presented to the court to show that there was guilty intent. I don't think that this is within that class of cases. It is where a person makes representation to show that he has made a whole lot of similar false representations but here we have this particular piece of property and if we intend to

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appropriate it at all we are not in a position to make good the appropriation, it being without our power to perform. I understand that these ad interim certificates were our property provided we returned to these people a bond. I contend that before we could be guilty of conversion --- not alone of larceny -- there must be one of two things happen, there would have to be a demand and a refusal and it must be shown that by his own voluntary act he had put it beyond his power to perform.

THE COURT: Suppose he gets these ad interim certificates for the purpose of furnishing the bonds and it is upon such a representation that the ad interim certificates are given and only given for that purpose and he immediately purloins them and raises money, wouldn't that be larceny?

MR. MOORE: I don't think so any more than if I should collect a fee amounting to \$150 to \$200 on account and I put it in my pocket and I happen to meet my friend Mr. Rorke and I owe him \$150 -- if I take that \$150 to pay him when I have got sufficient funds in my bank or other places to pay the other claim it is not misappropriation. That is just the position we claim we are in here. We were in a position where we could not perform but intended to perform at the earliest opportunity. That is why I say there is no larceny.

THE COURT: I disagree so thoroughly with you that I won't hear counsel for the People.

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BY MR. RORKE:

Q Have you produced in court the certificates that the defendant brought to your place on September 25th? A I have them in my possession. I have **not** been asked for them.

Q Did you receive a subpoena duces tecum from this office to produce them here to-day? A Yes, sir, I did.

Q Have you got them? A Yes, sir.

Q Will you produce the two certificates that the defendant had in his possession at that time? A Yes, sir.

Q Will you read into the record the number of those two ad interim certificates? A 556794 and 1857184.

Q There is no transfer there? A These certificates were not transferred.

Q They have been with you since the 25th? A Yes, sir.

Q Left with you by the defendant? A Yes, sir.

Q In return for them what did you give the defendant? A \$80.

Q Did you give him any paper? A A pawnticket.

Q Is this the paper I now hold in my hand the pawnticket?

A Yes, sir.

Q Who wrote these the two Liberty bonds and the other writing on there? A I did.

MR. RORKE: I offer them in evidence.

MR. MOORE: No objection. I understand that the ad interim certificates were read in evidence by the numbers. There is no objection to their being identified in any way.

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BY MR. RORKE:

Q Prior to the 22nd of September had the defendant been in your place of business? A Yes, sir.

Q Can you state whether or not prior to that date the defendant pawned any other ad interim certificates? A Yes, sir, he did.

THE COURT: Fix the time.

Q What was the first date that the defendant pawned ad interim certificates with you?

MR. MOORE: I object to that on the ground that it is incompetent and inadmissible and not within the issues in this case.

Objection overruled. Exception.

A September 19, 1917.

Q How many certificates on that day did the defendant pawn?

A One \$50 certificate.

Q What was the number of that certificate? A 556772.

Q What was the next date after the 19th that the defendant pawned an ad interim certificate?

Objected to. Objection overruled. Exception.

A September 20, 1917.

Q How many times after that did the defendant pawn certificates? A Well, it was at the same time, but he handed them over on two occasions.

Q What certificates were pawned at that time? A Certificate No. 1857036 and 1857031.

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Q What was the next? A September 21st.

Q What ad interim certificates were pawned that day by the defendant? A One \$50 bond.

Q What was the number? A 1857342.

Q What was the next date the defendant pawned certificates with you? A September 22nd he pledged these three.

Q Two of the three you have already given us in evidence, the numbers of? A Not September 22nd.

Q What was the number of the certificate pawned with you on the 22nd? A Two \$50 certificates No. 1857180 and 1857179 and one \$100 certificate No. 494477.

THE COURT: I will ask counsel not to go later than the 22nd of September. Anything close to the 22nd of September or prior to it I will receive.

Q Did you have a conversation regarding the pawning of these bonds? A At what time?

Q At any time with regard to the pawning of these bonds?
A On October 4th.

Q State the conversation? A Why I said "You put in about ten or so -- pawned here - where did you get them from, how comes it for one man to have so many bonds" and he stated that he was a salesman and sold thirty or forty thousand dollars worth of these bonds and then there was some conversation as to him having gotten the bonds from some of the people whom he sold them to.

Q State what that conversation was? A That he was a bond salesman and had sold thirty or forty thousand dollars worth of

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these bonds and that some of his clients had asked him to dispose of the bonds, to do what I can't recall -- whether it was to pledge them for money or what purpose I don't know, but he said he got them from some people whom he had sold them to.

CROSS EXAMINATION BY MR. MOORE:

Q Didn't he tell you he sold some thirty or forty thousand dollars worth of bonds and these were ad interim certificates he got in exchange for the bonds? A No, sir.

Q Is that it in substance? A We were speaking of the certificates.

Q Didn't he tell you that he had sold some thirty or forty thousand dollars worth of bonds and he had got those certificates in order to exchange them for new bonds? A That I can't recall.

Q Or four bonds? A He got them to do something with.

Q That is he was to do something with them? A Yes, sir.

Q Now these pawntickets are dated September 19th 20th and the 22nd. Did you know Jackson before this time? A No, sir, not prior to September 19th.

Q He gave you his name as Fred Jackson? A Yes, sir, Frederick Jackson.

Q Did he give you his address as well? A He gave his address surely.

Q It does not appear however on this ticket. It does appear upon your files? A Yes, sir.

Q So that his name was Frederick jackson and his address?
A Yes, sir.

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Q And upon the other pawnticket you simply wrote his name again as Jackson without the F., did you not? A Yes, sir.

Q Of course you knew it was the same man? A Yes, sir.

Q With the same address? A Yes, sir.

BY MR. RORKE:

Q What was the address that the defendant gave you? A I can't recall it now.

Q Do you know what part of the city it was in? A Up in 130th street on the west side, 130 odd street.

Q You have a book that will tell? A Yes sir.

Q Now I wish you would repeat for the jury again the conversation that you had with the defendant at the time that you asked him why he was pwaning the bonds or certificates? A On October 4th when Mr. Jackson appeared to pledge some bonds -

MR. MOORE: I object to that.

Q Tell what the conversation was? A I asked him how comes it that you have so many bonds to pledge and he said that he had sold thirty or forty thousand dollars worth of these bonds and that some of his clients or customers had given him those bonds to -- whether to pledge or to dispose of or to sell I don't know but he got them from his clients, being in the business -- so that the people should receive the money, I presume it was to get money.

(The latter part of the answer is stricken out.)

Q After he told you that you accepted the pledge and gave him the money?

Objected to.

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THE WITNESS: I had this conversation when I was handing him over the money.

Q His answer to you satisfied you? A The transaction was closed pretty much.

BY MR. MOORE:

Q Can I refresh your recollection as to what his address was. Do you recall that he gave the address as 601 West 135th street? A 601 West 130 something, it is a question in my mind, 601.

Q In the 130s on the West Side? A Yes, sir.

MR. MOORE: I am inclined to think that I will withdraw my objection and let all of these in.

BY MR. RORKE:

Q Will you state what certificates after the 22nd of September were pawned by the defendant at Bernstein's? A September 25th two \$50 ad interim certificates.

Q Those are the two already testified to? A Yes, sir. On October 28th two \$50 ad interim certificates.

Q Have you the numbers of those? A 1857182 and 1857181.

Q After that? A October 4th.

Q What was pawned then? A One \$50 certificate.

Q And the number? A 1857343.

Q After October 4th did the defendant pawn any more ad interim certificates? A No, sir.

Q What was the date you had the talk with him about pawning certificates? A That is the last date.

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Q The last time he appeared. A Yes, sir.

Q These are the pawntickets that you handed to him? A Yes, sir, covering the different transactions.

(People's Exhibit 1, being nine pawntickets is marked in evidence as People's Exhibit 3.)

Q Will you state to the jury what the terms of the loan between Bernstein and the defendant were? A Just what is meant by that, the rate of interest -- they are issued at the rate of six per cent per annum.

Q Up to the present has the defendant redeemed the certificates? Question withdrawn.

BY MR. MOORE:

Q On September 22nd he pawned with you four certificates, did you not, and you mentioned three? A No, sir, this was one hundred dollar bond and two fifties.

A R T H U R J. B U R R O U G H S, a witness called on behalf of the People, being duly sworn, testified as follows;

(The witness states he lives at 230 West 105th street.)

DIRECT EXAMINATION BY MR. RORKE:

Q What is your business? A I am manager, sales manager for Martin Swan & Company, formerly Sargent & Company.

Q Martin & Company who now represent Sargent? A Well, the company has recently been organized and took over the assets of the old company.

Q What was your business on October 1, 1917? A Manager for

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Sargent & Company.

Q The branch? A Yes, sir.

Q That was located where? A 50 East 42nd street.

Q Did you meet this defendant about that time, Jackson?

A Yes, sir, October 2nd.

Q Under what circumstances? A Well, he came in my office and asked me if he would be allowed to go to work for Sargent & Company again; he had been previously evidently dismissed or otherwise disconnected.

THE COURT: Strike that out.

Q Just state what he said and the jury will tell whether it was evidently or not. A He asked if he could come in to work again for the company and I told him he could if his record was clean, if his record was all right with the company he could go to work again as far as I was concerned.

Q You said that to him? A Yes, sir, he said he would come back again the next day but I never saw him again until this moment.

Q Did you on or after the 1st of October 1917 tell this defendant to go out to the subscribers to the Liberty Bonds, the first loan of 1917 and collect the ad interim certificates for Sargent & Company and tell the subscribers that Sargent & Company would return the definitive bonds to the subscribers when issued?

THE COURT: That is covered by the other questions.

He said he never saw him after the 2nd of October.

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Q Was he as far as you know in the employ of Sargent & Company after the 1st of October, 1917? A He was not.

CROSS EXAMINATION BY MR. MOORE:

Q Did you ever know of this man being discharged by Sargent & Company up to the present moment? A Why no, sir, I can't tell.

Q Now when he came in the ~~the~~ 2nd he was very hoarse, wasn't he? A I could not remember that.

Q Don't you remember that his voice was very hoarse? A I don't remember that.

Q Don't you remember just what he said, after he would get his voice back again he wanted to know if it would be all right for him to go to work? A I haven't a recollection of that.

Q Do you know whether or not in this Liberty campaign he had lost his voice talking? A I do not know.

Q Can't you remember something about what was said as to why he should go back to work? A Why, I don't remember that there was anything said specially as to why any more than he wanted to go to work.

Q Don't you remember that there was something said about about his vocal cords being so that he couldn't talk up to that time and had been so for some little time? A I have no recollection of it.

Q Did you know a Mr. Linder? A Yes, sir.

Q Do you know where he is now? A Yes, sir.

Q Where is he? A His office is on the 6th floor of

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110 to 114 West 42nd street.

Q Is he with the company still? A No, sir; he has organized a company of his own.

BY MR. RORKE:

Q Do you know the date of the issue of the definitive bond of the first Liberty Loan of 1917? A No, sir, I do not.

Q Where did you say Mr. Linder is? A Sixth floor of the building located at 110 to 114 I believe the number is West 42nd street.

Q Do you know the name of the place? A Gregory & Linder Company Incorporated.

I S A A C P E N N, a witness for the People.

(The witness states he resides at 3363 Broadway.)

DIRECT EXAMINATION BY MR. RORKE:

Q Your business? A Stationery.

Q Where was your place of business in June, 1917? A 3363 Broadway.

Q Some time in June of 1917 did you see the defendant? A Yes.

Q Did you have a talk with him? A Yes, sir, he was a customer in my store.

Q Did you know that he was a solicitor for Liberty bonds? A Yes, sir.

Q Subscriptions? A Yes, sir.

Q Did you have a talk with him about any? A No, sir, no talk; I didn't have no talk with him; I bought from him bonds.

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Q What did you say at the time you bought bonds from him, what did you say to him? A I took the bonds on payments, and I paid it out, and then when it was paid out I received that certificate from Sargent & Company.

Q At the time didn't you have some talk with him first?

A When he took from me my bond?

Q What did he say to you and you to him? A When he took my bond?

Q I am speaking of when he first came to solicit a subscription what did he say to you and you to him? A He said, he asked I should buy some Liberty Bonds and I bought it.

Q Do you know whether he was selling them for himself or somebody else? A No, sir, he was representing Sargent & Company.

Q Did he say that? A Yes, sir.

Q You subscribed for a bond? A Yes, sir.

Q What was the bond that you subscribed for? A \$50.

Q Afterwards did you receive a certificate? A After I made my payments I received a certificate by mail.

Q At the time you received the certificate from Sargent & Company

I received a receipt to sign, to send it back.

Q You signed a receipt and sent it back? A Yes, sir.

Q Now some time in September 1917 did you again see this defendant? A Yes, sir.

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Q Do you know what date in September? A September 20th.

Q Did you have a talk with the defendant at that time?

A He took my ---

Q Yes or no? A Yes, sir.

Q What did he say to you?

Objected to. Objection overruled. Exception.

MR. MOORE: I think this objection raises the question squarely enough so as not to make it necessary to take it again.

THE COURT: You have made it plain that you object to that line, but at the same time you may repeat your objection on each occasion.

Q What did he say to you when he came in on the 20th?

A He said you give me the certificate and I will get you the original bond.

Q Did he say anything about where he was going to get the original bond? A Well, he was going to get it from Sargent & Company.

Q He said that? A Yes, sir.

Q What did you do when he said that? A I gave him the certificate and I expected to get my bond.

Q Did he give you anything? A He gave me this receipt here.

Q The paper that you have? A Yes, sir.

Q Did you see him sign that name Frederick Jackson? A Yes.

Q Did you have any talk about when he was to get your bonds?

A I don't know exactly the date.

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Q Did he tell you what date you were to get it? A Yes, sir, I think he said on the 26th if I am not mistaken.

MR. RORKE: I offer this in evidence.

Objected to. Objection overruled. Exception.

Paper marked People's Exhibit 6.

Q Did you receive that on September 26th, 1917? A No, sir, I did not.

Q Have you at any time since received the bond? A No, sir, I did not.

Q What is this number 1857036? A Yes, sir, that is the number of my certificate.

Q Did you ever authorize the defendant to put your certificate in pawn? A No, sir, never. I expected to get my bond. I didn't want he should do that.

Q Did you ever have any further conversation with the defendant about that certificate other than what you have already told us or that you can recall? A - No, sir, I didn't have anything.

Q Did you ever see the defendant after he took your certificate? A No, sir, I did not.

THE FIFTH JUROR: Is this the first Liberty Loan?

MR. RORKE: Yes.

Q What bonds were you to receive, three and a half per cent or four per cent? A Three and a half, I believe.

MR. MOORE: I object to that.

THE COURT: Was there anything said to you by the defendant as to what bond you were to receive, what interest?

THE WITNESS: Three and a half.

Q He told you that, did he? A Yes, sir.

CROSS EXAMINATION BY MR. MOORE:

Q The original bond was three and a half per cent, wasn't it, at the time that you subscribed for the \$50 bond he told you it paid 3 1-2 per cent interest? A Yes, sir.

Q At the time he sold the other bond was there anything said about a new issue? A A new issue, a second bond?

Q Yes. A No, sir.

Q Now I ask you again how long had you known the defendant when you took this bond in June? A How long I know him. I know him about a couple of months I think.

Q You had known him for a couple of years? A No, sir, I did not.

Q Hadn't he bought his paper of you nearly every morning for over a year? A I know him about three or four months.

Q Hasn't he bought his paper of you nearly every morning for two or three years? A No, sir.

Q He did for a long time? A No, sir, he didn't, not that long.

Q He did for months? A Yes, sir.

Q It was his habit to buy his paper off you every morning?
A He took from me lately and I delivered the paper to his house,

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I served him.

Q You delivered the paper at his house up to the time he moved away, didn't you? A Yes, sir.

Q Don't you know he moved away from that place only about a week before he was arrested, the 18th of October? A I didn't know anything about that. I didn't know when he moved.

Q You stopped sending his papers to his house when he moved away? A I found out he if not there and I stopped sending it.

Q Did you send it until he moved every morning? A I kept on sending it until I found out he had moved.

Q You found that out some time about the 10th of September didn't you? A Whatever it was.

Q So that you were sending this man papers to his house up until the 10th of October? A I only sent the paper to him for not even a month, I only served it about three weeks; I didn't collect a cent yet; I only served the papers about three weeks and I didn't collect a cent yet.

Q Before you were sending them to his house he used to get papers of you at the stand, didn't he? A Well, he used to buy a paper; I don't pay no attention whether he used to buy it; I don't pay attention to anybody that buys a paper.

Q Did you send papers to his house? A Yes, sir.

Q Until you learned that he moved? A Yes, sir.

Q That was some time about the middle of October, wasn't it?

A I couldn't tell you when it was; I don't know.

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Q Now during the time you were sending papers to his house didn't you see him at your stand some mornings? A Well, he used to pass by and take a paper; I never paid attention to that.

Q Did he pass by and take a paper some mornings? A Yes.

Q Now didn't you have some talk with him about not delivering the bonds on the 26th of September? A Yes, sir, I told him, I asked him for my bond.

Q He told you it had not been issued yet? A Yes, sir.

Q That he would send it to you as soon as it was issued?

A He gave me the date when he was going to send it.

Q Told you he would send it to you as soon as it was issued?

A No, sir, he would give it to me on the 26th.

Q After you asked him about not getting your bond? A Yes.

Q When you talked to him about not getting your bond he told you it was not issued yet, didn't he? A Yes, sir.

Q That he would send it to you as soon as it was issued?

A Well, I didn't see him since.

Q Did he tell you he would send it to you as soon as it was issued? A No sir, he gave me that date, the 26th day.

Q You say you asked him why it was not sent to you -- didn't you say that? A I asked him once.

Q Now that was after the 26th, wasn't it? A Well, yes.

Q Then you had a talk with him after the day that you got the certificate? A Yes, sir, I expected to get it on the 26th.

Q I don't care what you expected. He told you that the bonds had not yet been issued, didn't he? A I don't recollect.

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Q He gave you some reason for not sending it to you, didn't he? A Well after that I didn't see him any more.

Q I am not talking about after that. I am talking about then. A Yes, sir, at that time.

Q At that time he gave you some reason for not sending you that bond? A I think he told me at that time the bond wasn't ready.

Q When was that? A After the 26th, after the day I saw him. BY THE COURT:

Q You saw him after the 26th? A Yes, sir.

Q Ask him why it was not furnished to you because it was agreed to be furnished on the 26th? A (No answer.) BY MR. MOORE:

Q That receipt was signed by this defendant Frederick Jackson? A Yes.

Q You can read? A Yes, sir.

Q When you received this receipt of course you examined it and found it was signed by Frederick Jackson? A Yes, sir.

BY MR. RORKE:

Q At the time you spoke to the defendant when you saw him after the 26th did he tell you that on the date he got the certificate from you he pawned it in Bernstein's pawnshop? A I didn't see him since; he didn't tell me nothing.

BY THE COURT:

Q When he went in there on the 20th of September and took this ad interim certificate what did he say to you? A He said I will take that certificate and I will exchange it for you for the

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original bond on the 26th of October.

Q Did he broach the matter with you take the matter up with you and ask you where your ad interim certificate was and what you were going to do with it? A No, sir.

Q What did he say about that? A He said you return the receipt back to Sargent -- my receipt was given to Sargent already and he came in and said, let me have your certificate and I will get you the original bond.

Q That is the first thing he said to you? A Yes, sir.

Q Let me have your certificate and I will get you your bond? A Yes, sir.

Q You went and got the certificate? A Yes, sir, I had it in my pocketbook.

Q You carried it in your pocketbook ever since? A No, sir, I had it in my wallet. This is the envelope I received my certificate in and that is the number on the back of it.
BY MR. RORKE:

Q What did you do after the 26th when you didn't get the bond? A I went over to Sargent & Company and I was asking for my bond.

THE COURT: Strike that out.

Q With whom did you talk in Sargent & Company?

Objected to.

Q Whom did you see? A I went in and I spoke to --

Q Don't tell us what you said. Whom did you see there?

A I seen there a clerk. I don't know particularly his name.

Q Have you seen him here to-day? A I guess that young

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man over there.

Q Which one? A The one with the glasses I think.

Q Is that the man you spoke to? A I guess he is the one I spoke to about not getting my bond (referring to the witness Seymour.)

BY MR. MOORE:

Q You sell in addition to newspapers cigars, cigarettes and tobacco? A Yes, sir.

Q This defendant used to buy cigars and cigarettes and tobacco of you? A Yes, sir.

Q Almost daily? A Yes, sir, once in a while.

Q Almost daily? A Once in a while.

Q Nearly every day of the week? A No, sir, once in a while. He used to come in and buy once in a while and he said to me that he was buying every place.

Q Where was your place, was it on Broadway? A Yes, sir.

Q Near what cross street? A Near 136th street.

Q Your place was near 136th street and Broadway? A Yes, sir.

Q Don't you know he lived at 135th street? A No, sir, it is about the next block.

Q He lived in 135th street? A Yes, sir.

Q Just off Broadway? A Yes, sir.

TIMOTHY O'RORKE, a witness called on behalf of the People, being duly sworn, testified as follows:

(The witness states he lives at 552 West 160th street.)

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DIRECT EXAMINATION BY MR. RORKE:

Q What is your business? A Bartender.

Q For whom? A J. J. Healy.

Q 145th street and Broadway in the county of New York?

A Yes, sir.

Q Do you know the deferiant? A Yes, sir.

Q Did you have some talk with him in the summer about
subscribing to the Liberty Loan? A Yes, sir.

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Q Will you tell what the conversation was when you first subscribed? A Well, I didn't have much-- the defendant was selling liberty bonds and I was told that he was authorized to sell liberty bonds.

Objected to; Stricken out.

Q Did the defendant tell you that? A No, sir.

Q Did you have any talk with the defendant at all at the time you subscribed? A No, sir, nothing of any account that I remember.

Q How much did you subscribe? A A hundred dollars.

Q Did you get a certificate afterwards? A I got a receipt that night, something of that sort.

Q Did you get the ad interim certificate afterwards from anybody? A Afterwards, yes, sir.

Q From whom? A Sargent & Co.

Q Sometime in September, 1917, did you have a talk with the defendant about your certificate? A Yes, sir.

Q State to the jury what the talk was, where it was and when it was?

MR. MOORE: I object to that on the ground that it is incompetent, inadmissible and not within the issues.

Objection overruled; exception.

A The defendante came in--

Q Where? A To where I was working.

Q Do you recall the date? A No, sir, I don't recall the date.

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MR. MOORE: I renew the objection upon the ground that it appears to be prior to the alleged transaction here.

THE COURT: You withdrew the objection to the other.

Q Can you recall the time when the defendant came there with reference to these certificates? A Not the date.

Q Can you tell the month, what month was it in? A I don't really know.

Q I show you a piece of paper and ask you if that will in any way refresh your memory? A This is the receipt.

Q Does it refresh your recollection as to the date, that is the question, yes or no? A No, sir, it does not.

Q Does that paper refresh your recollection? A No, sir, it does not.

Q Did you ever see that paper before? A Yes, sir.

Q When? A When I got the interim certificate he gave me this receipt.

Q Is there anything on that paper that refreshes your recollection as to the date he gave you that receipt? A No.

Q Can you read writing? A Yes, sir, September 22nd.

Q Is there anything on that that refreshes your recollection in regard to the date you got that receipt? A No, sir.

Q Was the date that is on that paper placed on there by you or by Jackson or by somebody else? A No, sir; I didn't write at all on that.

Q Who wrote that? A Jackson.

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Q Did you see him write? A Yes, sir.

Q Do you know whether or not when he wrote that paper he wrote that date on there that appears? A That I don't know.

BY THE COURT:

Q It was given to you? A Yes, sir.

Q Didn't you look at it? A I didn't look at the date if I remember.

BY MR. RORKE:

Q Do you know Brady the complainant? A Yes, sir.

Q Were you present at the time that Brady, the complainant gave his ad interim certificates to the defendant? A No.

Q Can you recall whether the paper that was given to you by the defendant which you now hold in your hand contains the correct date on which it was given to you at that time? A No, sir, I never looked at the date that I remember of; I did not take any notice of the date.

Q Did you see him sign that paper at the time? A Yes, sir.

Q Who signed it? A Jackson.

Q Now, at the time that you gave the ad interim certificate he gave you that paper? A Yes, sir.

Admitted in evidence and marked people's Exhibit 7.

MR. MOORE: I object to that upon the ground that it is incompetent, inadmissible, and does not seem to be prior to the alleged offense.

Q What did the defendant say to you at the time that you gave him this certificate?

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Objected to; objection overruled; exception.

A He said to me that he came to get the interim certificate and that he would see that I would get my real bond sent within a few days, that if I did not give it to him I would have to wait a long time before I would get it.

Q Did he say anything further? A He also said that there were people on the neighborhood who were selling their certificates for less money than they paid for them.

Q Did he state to whom they were selling their certificates? A No, sir.

Q Did you have any talk about by whom the bond would be sent to you?

Objected to as leading and suggestive.

Objection overruled.

Q Did he say how you were to get this bond? A No, sir, he said I would get it within a few days and if I didn't give him the interim certificate I would have to wait a long time before I would get it, and have some trouble in getting it.

Q Did you at any time tell the defendant he could pawn your certificate? A No, sir.

Q Did you see the defendant at any time after you gave him your certificate? A No, sir, not until I saw him here in the court.

Q Was there any talk between you and the defendant with regard to the bond you were to receive for your certificate?

A No, sir.

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Q Did the defendant say what bonds he would deliver to you? A No, sir.

CROSS EXAMINATION BY MR. MOORE:

Q Do you mean to say that you have not seen this defendant since the day he gave you that interim certificate until you saw him here today? A Yes, sir.

Q You are still working for Healy? A Yes, sir.

Q In what capacity? A Bartender.

Q Hasn't he been in Healy's a dozen times? A Not that I have known; I have not seen him.

Q He has been a man that frequented Healy's place? A Previous to that.

Q For years and years? A Yes, sir.

Q What are your hours of duty there? A Different hours.

Q What have they been these hours of duty been since September last? A Working 6 a. m. to 5.

Q Well, the times when he has been there has generally been later than that, is it not? A I suppose so.

Q Haven't you made any inquiry around Healy's as to whether the defendant was still keeping up his visitation to the place? A No, sir.

Q Even after you had given him this bond you made no inquiry as to whether Jackson was coming there for his entertainment and dining in the evenings? A No, sir.

Q You know he has been going there two or three times a week ever since your bond was gotten? A No, sir.

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Q Do you know anything about that whether he has or not? A No, sir, nothing about him since then.

Q What did he say to you at the time about exchanging this that you would have to stand in line for a considerable time? A I would have to go down and be quite a long time before I would get the bond because I might have a little trouble in getting it.

Q That he would procure the bonds for you, did he say that? A He would procure the bonds.

Q That he would procure them at once or anything to that effect? A No, sir.

Q Did he give any reason why he should have less trouble in securing them than you would? A No, sir, he didn't give me any reason.

Q Were you exchanging these for four per cent bonds? A No, sir.

Q Anything said about what kind of bonds you were to get? A No, sir.

Q Simply you were exchanging them for bonds? A Yes, sir.

Q Quite certain there wasn't anything said about the dividend being more on the new bonds? A No, sir, not to me, not a word.

Q At the time that you made the contract with this defendant you gave him a hundred dollars in currency, did you not? A Yes, sir.

Q You have known the defendant for several years haven't you? A No, sir, I didn't know anything about him.

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Q I didn't ask you that. You had known him for several years? A I had seen him many times before.

Q You knew him, didn't you? A No, sir; I didn't know him, I had seen him.

Q Didn't you know him as Fred. Jackson? A No, sir.

Q A man who came to this place many times? A No, sir, I didn't know his name until he signed the receipt.

Q You knew him as a frequenter and as a guest of that place for years? A Yes, sir; I had seen him.

Q He was introduced to you by Mr. Healy? A He was walking around when I was there.

Q (Repeated) A No, sir, he was not introduced.

Q The proprietor of the place? A No, sir; he was not introduced to me.

Q Was he introduced to somebody there as a man soliciting bonds? A I was told there was a man selling bonds.

Q I am asking you if Mr. Healy introduced you to him and others at the same time? A No, sir, he didn't mention his name.

Q Mentioned him as a man who was soliciting bonds? A Yes.

Q That was to the guests in the dining room as well as to the help there? A It was the help that I heard.

BY MR. RORKE:

Q Do you know whether Mr. Healy is ill now? A Yes, sir, as far as I know he is.

Q Do you know yourself whether or not he is sick or well at this time? A I heard Mr. Healy was sick yesterday and also today.

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Q Stricken out.)

M I C H A E L J. F I T Z G E R A D D, a witness called on behalf of the people, being duly sworn, testified as follows:

(The witness states he lives at 228 West 149th street.)

DIRECT EXAMINATION BY MR. RORKE:

Q What is your business? A Waiter.

Q Where A Healy's 145th street and Broadway.

Q Were you at Healy's in June of 1917? A Yes, sir.

Q Employed there? A Yes, sir.

Q How long have you been there? A Four years last September.

Q Did you know the defendant in June, 1917? A Yes, sir.

Q Jackson? A Yes, sir.

Q Did you subscribe to the First Liberty Loan or 1917?

A Yes, sir.

Q Through him? A Yes, sir.

Q How much? A Fifty dollars.

Q Did you afterwards receive an ad interim certificate from anybody? A Yes, sir.

Q From whom? A From Sargent & Co.

Q Did you have a talk with the defendant Jackson with regard to the interim certificate? A Yes, sir.

Q Can you fix the date when it was? A The 21st of September.

Q Will you tell the jury what that talk was that you had with him?

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Objected to; objection overruled; exception.

A He told me that Sargent & Co had it arranged for him to collect these interim certificates and take them down and have them all sent over to the Federal Reserve Bank to get the bonds and get us our bonds and it would save us time from going down there and standing in line. I thought it was very nice of him and I said I would have the certificate in the morning as he requested me to , and so when I came on duty he had already been there and gone.

(The last part of the answer is stricken out.)

THE WITNESS: This other man had another bond with me.

Q What was the other man's name? A Morris Griffin.

Q Did Griffin have a certificate? A Yes, sir.

Q Did you see it? A Yes, sir, I had it in my hand.

Q What did you do? A I went over to the 146th post office and registered the two interim certificates to Mr. Jackson care of Sargent & Co. 111 Broadway.

Q Did you ever see this piece of paper before? A Yes, sir, that is my handwriting.

Q On the front of it? A Yes, sir.

Q Look at the back? A Yes, sir.

Q Is that the letter that you sent by registered mail to Jackson? A yes, sir.

Q Care of Sargent & Co., 111 Broadway? A Yes, sir.

Q You say that was the certificate that you had and the

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one that Griffin had? A Yes, sir.

(Admitted in evidence and marked People's Exhibit 2.)

Q Did you keep the numbers of your certificates and Griffin's certificates? A I have them in my pocket.

Q Will you please tell us what they are? A Griffin's is 1857181 and mine 167,378-- the postal receipt.

Q What was your certificate number? A 1857182.

Q When did you next see the defendant Jackson after you mailed your certificate and Griffin's to Jackson care of Sargent & Co.? A The last Friday in the court house.

Q In court here? A Yes, sir.

Q That was when the case was set down here for trial?
A Yes, sir.

Q Following the day that you sent to the certificate to him and the time that you saw him in court had you seen the defendant at all? A No, sir.

Q Did you tell him at any time that he could pawn your ad interim certificates? A No, sir.

Q Did he tell you at any time that he had pawned your certificates and Griffin's on the 20th of September, 1917? A No.

CROSS EXAMINATION BY MR. MOORE:

Q This letter or envelope contained two certificates one of fifty and another of fifty dollars? A yes, sir.

Q Those you sent to Mr. Jackson at 111 Broadway? A Yes.

Q Shortly after that did you receive this receipt for the two certificates, People's Exhibit No 7, did you not? A No, sir.

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Q What is that? A No, sir, this is Mr. Rorke's you have here.

Q These two certificates that were forwarded in the letter they were noth both yours? A No, sir, one was mine and the other was belonging to Griffin.

Q Did you have any receipt at all for this one hundred dollars? A No, sir, for the interim certificate-- not for that letter.

Q Did you get any receipt for the interim certificate?
A No, sir.

(The Court then admonihsed the jury calling their attention to Section 415 of the Code of criminal Procedure and adjourned the further trial of the case until tomorrow, Tueaday morning, January 15, 1918, at 10.30 o'clock.)

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New York, January 15, 1918.

TRIAL RESUMED.

GREGORY LINDER, a witness called on behalf of the People, being duly sworn, testified as follows;

(The witness states he lives at 135 West 79th street.)

DIRECT EXAMINATION BY MR. RORKE:

Q What is your business? A Stock broker.

Q Are you in business for yourself? A Yes, sir.

Q The firm? A Gregory Linder Company.

Q Their place of business? A 114 West 42nd.

Q In September 1917 where was your business? A I was then the Eastern District Superintendent for Sargent & Company.

Q For Sargent & Company? A Yes, sir.

Q Will you state to the jury, Mr. Linder, what, as Eastern Superintendent, were your duties in reference to the local office managers and the solicitors? A I had the supervision and direct charge over eighteen offices in the eastern part of the country and as such called frequently at each one of those offices for the purpose of getting acquainted with the organization and seeing that it was strengthened.

Q Sargent & Company participated in securing subscriptions to the first Liberty Bond loan of 1917? A Yes, sir.

Q Did you know the defendant Jackson? A Yes, sir, I know Mr. Jackson.

Q About when did you first meet him? A I can't recall.

Q Was he one of the solicitors or salesmen? A One of

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the early men in the Murray Hill office.

Q During the course of his experience with Sargent & Company he sold many securities and bonds? A Yes, sir; he was quite successful.

Q Was he one of the men who received premiums for sales?
A Of certain securities.

Q Securing subscriptions to Liberty Bonds? A Yes, sir.

Q Among the first? A Yes, sir; he was the first in the Murray Hill office.

Q On October 1, 1917 do you know whether or not he was in the employ of Sargent & Company? A He had been dropped from our records, he was held as not being employed.

Q Was there any order given by Sargent & Company to the office managers or salesmen to collect ad interim certificates from the subscribers and turn them over to Sargent & Company?

MR. MOORE: I object to that on the ground that the question is too broad. Ask him if any order was given to his person knowledge.

A (No answer.)

BY MR. RORKE:

Q As the eastern manager you had charge of the various branches of Sargent & Company in the Eastern States? A Yes, sir.

Q Did you give any orders to managers or solicitors to take up ad interim certificates of the first Liberty Bond loan of 1917 from the subscribers and turn them over to Sargent & Company for Sargent & Company subsequently to send definitive bonds to the

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subscribers? A No, sir.

Q Do you know of any such order being given by Sargent & Company, the executive body? A I do not.

Q Were you a member of the executive body? A I would have to define that; I am an executive of the company but not an officer of the company.

Q You were general manager? A General district superintendent.

Q Do you know of any orders given by them to that effect? A I do not.

CROSS EXAMINATION BY MR. MOORE:

Q Mr. Linder, did you have anything to do, or any special or particular business to do in connection with this Liberty Loan? A No, sir; nothing at all except in the general way of inspiring the organization to do its utmost in that line.

Q That was carried on from the various branch offices through the particular manager, was it not? A Yes, sir.

Q Do you know what particular office this defendant was connected with? A Yes, sir.

Q Which one? A We called it our Murray Hill office.

Q Who had charge of that office? A Mr. Chafee was the manager at that time, now transferred in Chicago.

Q Mr. Linder, you say that the defendant was dropped from your roll? A From our record.

Q Do you know when he was dropped? A I don't know except by reference to the record the exact date when he may have been

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eliminated from the record.

Q You talked to him, did you not, about the 10th of October last year yourself? A I may have.

Q You talked with him then with reference to putting him in charge of one of the branch offices, did you not? A I discussed frequently with various men ---

Q I don't care about various other men, this man is the only one I am interested in. A I will say that I don't remember that.

Q Don't you remember of talking with him in October about going back to the Murray Hill office and helping out the new man for a time? A Not in that sense.

Q You do know, don't you, that this defendant lost his voice last summer? A Yes, sir.

Q His inability to talk was the reason of his dropping from the roll, wasn't it? A No, sir.

Q At any rate his voice had become hoarse and weakened so that he could not use it? A That was his reason for not working.

Q That condition was brought about, as you understood it, by his talks for the Liberty Loan, wasn't it? A I do not understand that. It sounds reasonable; I did not understand it.

Q About the 1st of October he had begun to get his voice back again, did he not? A I believe so -- when I talked to him.

Q You talked with him, didn't you? A Yes, sir.

Q In the fore part of October? A Yes, sir.

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Q With reference to going to work again? A Yes, sir.

Q Now did you not talk with him, -in the first place until the middle of September last year you regarded this defendant as an efficient and capable man, did you not? A Yes, sir.

Q He was an efficient and capable man as far as you observed? A I considered him so.

Q Now did you not about the 10th of October talk with him in reference to putting him in charge of one of the branch offices? A I don't remember the date nor do I remember the conversation; I may have done so.

Q You heard, of course, of the difficulties with reference to these interim certificates, did you not? A Yes, sir.

Q I suppose after hearing of that that was one reason for him not continuing the negotiations to put him in charge of a branch office? A I didn't see him after that.

Q You know he was arrested on the 17th of October, wasn't he? A I don't know.

Q I asked you if you didn't see him about the 10th of October? A I do not recall that date at all.

Q It was some time in October in any event, was it not? A I wouldn't say as to that.

Q That this man took Chaffa's place? A I think the 1st of October, Mr. Burroughs.

Q It was after Mr. Burroughs had taken charge of that office any way? A Yes, sir; so it was in October.

Q So you know your talk was some time after the 1st of

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