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

-----X
THE PEOPLE OF THE STATE OF NEW YORK:

-against-

LOUIS E. JULIAN.
-----X

Indictment filed the 23rd day of July, 1906.

Indicted for Grand Larceny in the Second Degree.

A P P E A R A N C E S.

For the People,

ASSISTANT DISTRICT ATTORNEY ISIDOR WASSERVOGEL.

For the Defendant,

GEORGE B. HOLBERT, ESQ., WALTER L. RATEBONE, ESQ.,

and JOHN T. LITTLE, ESQ.

Tried before HON. JAMES T. MALONE, JUDGE, and a
Jury, on the 16th day of May, 1910, etc.

Thomas W. Osborne,
Official Stenographer.

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FRANCIS H. WIGGINS, called as a witness in
behalf of the People, being duly sworn and examined, tes-
tified as follows:

DIRECT EXAMINATION BY MR. WASSERVOGEL:

Q Where do you reside? A Hotel Imperial.

Q What is your business at the present time? A As-
sistant Manager of Hotel Imperial.

Q Were you employed in the same capacity in July, 1905?

A Yes, sir.

Q The Hotel Imperial is where? A 32nd street and
Broadway.

Q That is within the county of New York? A Yes.

Q Who owns the Hotel Imperial? A The Goelet estate.

MR. HOLBERT: I object as incompetent. The witness
is not competent to prove ownership -- a mere clerk.
They cannot prove ownership in that manner.

BY THE COURT:

Q What is your occupation? A Assistant Manager.

BY MR. WASSERVOGEL:

Q Who employed you in the month of July, 1905?

A Mrs. Robert Stafford.

Q That is Mrs. Jennie E. Stafford? A Jennie K.

Q She was the proprietor of the hotel? A The proprietress
at that time.

Objected to as incompetent, immaterial.

Overruled and exception.

Q Do you know the defendant? A Yes.

Q Did you on the 20th day of July, 1905, have a conversation with him at the hotel? A Yes.

Q Tell the Court and jury what the conversation was, what you said and what he said? A He asked me to let him have \$50 on a check.

Q I show you a paper and I ask you whether that paper was shown to you at that time? A Yes, sir.

Q Is that the paper you refer to as the check?

A As the check, yes.

The paper is marked for identification People's

Exhibit 1.

BY MR. WASSERVOGEL:

Q Tell us what the conversation was? A He asked me to o.k. a check for \$50 which I did, and passed it in to the cashier with instructions to let Mr. Julian have \$50 on his check.

Q Was the \$50 paid to him? A Yes, sir.

The check is offered in evidence, received and marked People's Exhibit 1.

Q Was the check deposited the next day, do you know?

A I am not sure of that, but either the next or the following day.

Q In what bank was it deposited? A New Amsterdam Bank.

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Q Was the check paid? A No.

Q Has it ever been paid? A No.

CROSS EXAMINATION BY MR. HOLBERT:

Q Did you deposit the check in person? A No, sir.

Q Your testimony on that point is simply from hearsay, just what you heard other people say? A No, my testimony is from the ~~fact~~ fact that the runner bringing it back and saying that there was not sufficient funds to meet the check.

Q He reported that to you in person? A The bank runner.

Q The bank runner? A Yes.

Q How long have you worked for the Hotel Imperial?

A 19 years.

Q You say you are employed by Mrs. Jennie Stafford?

A Yes.

Q You know, do you not, as matter of fact, that the Hotel Imperial is owned by the Robert Stafford estate? A No. The hotel is owned by the Robert Goelet estate, and it is rented by Mrs. Stafford. The hotel is run by Mrs. Stafford.

Q As an individual? A As an individual.

Q How long have you known Mr. Julian? A Between 10 and 12 years I should imagine.

Q During that period of time, did Mr. Julian have dealings with the Hotel Imperial? A He had an account there, yes. He was a patron of the hotel.

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Q And during about what period of time was he a patron of the hotel? A Oh, I should say seven or eight years prior to this -- prior to the time of cashing the check.

Q prior to 1905? A Yes, sir.

Q You knew him well, personally? A Yes.

Q During all the eight or nine years he was a patron of the hotel, tell the jury in what manner he dealt, whether in cash or on credit?

Objected to as immaterial.

THE COURT: What is the purpose?

MR. HOLBERT: To show this was merely one of the credit transactions between the hotel and a man they well knew, and that they not only treated it as such at the time but ever since have so stated it.

THE COURT: Do you object to it?

MR. WASSERVOGEL: Yes.

THE COURT: I sustain the objection.

Exception.

BY MR. HOLBERT:

Q Did Mr. Julian, at this time, have a running account with the hotel?

Objected to.

THE COURT: At this time?

MR. HOLBERT: Yes.

THE COURT: I will receive it.

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MR. WASSERVOGEL: I ask that counsel be more specific.

BY MR. HOLBERT:

Q At the time this check was given you, did he have a standing open account with the hotel? A Yes.

Q For how long had he had a standing and open account with the hotel prior to the giving of this check? A Mr. Julian had an account there for years.

Q Eight or ten? A Well, I don't know as long as that -- quite a number of years.

Q To what amount would this account raise at times?

A All the way from \$30 to \$125, sometimes possibly more than that.

Q Was this check, the Cuba supply check of July 20th, the only check that Mr. Julian had ever cashed at this hotel?

A No, he has cashed several checks.

Q Had he ever cashed other Cuba Supply Company checks at the hotel? A I think there was one or two.

Q Were they paid? A Yes.

Q When they went through?

Objected to as immaterial. Overruled.

A Yes.

Q It is true, is it not, that about a week or ten days or two weeks prior to this time, you cashed a check for Mr. Julian on the Cuba Supply Company for \$35, and that was paid?

A I don't remember that, no.

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Q You don't remember the exact date? A I don't remember the date of cashing checks.

Q It was some little time prior to this? A Yes, I think so.

Q And that check went through and was paid? A I suppose so.

Q Mr. Julian at this time had a personal credit with yourself? A Not with me.

Q What I mean is this, he had a personal credit with you, that is that you took him for accounts? A I passed judgment on him as I do probably fifty or a hundred a day.

Q I will put my question in a different form -- at and prior to this time Mr. Julian had, had he not, to your knowledge, frequently procured money from the Hotel Imperial on a mere I.O.U.? A I think so, yes,-- in fact pretty sure of it.

Q And on this particular day, when he cashed this check, he could have procured that same amount of you on his naked I. O. U.?

Objected to. Sustained and exception!

Q I will put it in a different form -- at the time of cashing this Cuba Supply Company check, did you extend the credit to the name of the Cuba Supply Company or to Louis E. Julian?

MR. WASSERVOGEL: I object; there is nothing to show there was any credit extended.

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MR. HOLBERT: It is one of the elements of this crime -- that the party was misled into doing something he would not otherwise have done, and if he would have loaned Julian this money on his I. O. U., certainly he was not misled in loaning this money on this check.

Objected to. Objection sustained and exception.

Q After the check came back, what did you do with reference to this sum of money? A Placed it to his account -- placed it on his account.

Q And sent him a notice of it? A Yes -- there were several notices sent -- in fact every month.

Q Did you, at any time, after this check was placed with you and sent through and marked returned unpaid, did you feel at any time that Mr. Julian had robbed you or wrong you in any way?

Objected to. Sustained and exception.

Q Did you at any time, or to any person, make any complaint of this transaction?

Objected to. Sustained and exception.

Q Did you at any time accuse Mr. Julian of having swindled or robbed the Hotel Imperial or yourself?

Objected to. Sustained and exception.

Q Are you the complainant in this action?

MR. WASSERVOGEL: I object; the record speaks for itself.

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Objected to. Sustained and exception.

Q You say Mr. Julian asked you to O.K. his check, what do you mean by that? A Well, to O.K., so the cashier would give him \$50.

Q You did place on it o.k., with your initial? A I don't believe I did. I simply passed it in to the cashier and told him to give Mr. Julian \$50.

Q You say you did or did not o.k.? A By word, yes.

Q You did o.k. it by word? A Yes, sir. My o.k. may be on the check for all I know -- it would be "O.K., W" -- it would be on the back.

Q Then you passed it to Mr. Julian's account you say and it has been carried on the account ever since? A When it was returned from the bank for the second time.

Q You say he has been sent monthly statements since covering this account, and he was sent such monthly statements during the months of August, September, October, November and December of that year -- the remainder of the year?

Objected to. Objection overruled.

A There was a statement sent Mr. Julian to his last address the first of every month.

Q The first of each month thereafter -- I will ask you to examine the paper I hand you and state to the Court and jury whether or not that is a statement of the account of Mr. Julian with your hotel as it appeared on the books of the hotel

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on and after September 1st, 1905?

MR. WASSERVOGEL: Anything after July 20th I object to. This question calls for an answer as to something that occurred after September, 1905.

MR. HOLBERT: It appears on the account on the 28th of August, and that is the reason I say September 1st.

THE COURT: You may show anything prior to this time -- the 20th of July, 1905. Anything subsequent to that I will not receive.

MR. HOLBERT: I have an authority which holds everything that occurred following this transaction with reference to the particular transaction is proper to come into evidence. I will call your attention to the case. It is directly in point, on the same kind of question. The case of the People against Lipp, 111 Appellate Division, page 504.

THE COURT: Have you the case?

MR. HOLBERT: I have not the authority here but I have a statement of it.

THE COURT: I will send for the case. I want to get the facts.

(The question is repeated)

MR. WASSERVOGEL: I object.

THE COURT: I sustain the objection.

Exception.

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The paper is marked Defendant's Exhibit A for identification.

BY MR. HOLBERT:

Q I will ask you if the statement of account which you have in hand, which you have heretofore testified is a copy of the account between the Hotel Imperial and the defendant Julian -- I will ask you if that account anywhere shows on it the charge of this item \$50 on account of this check?

Objected to, sustained and exception.

Q I will ask you to state if the accounts of the Hotel Imperial have been examined by you in the last day or two to ascertain whether on the books of account this item of \$50 appears as a charge against Mr. Julian?

Objected to. Sustained and exception.

Q You have already testified that prior to this time Mr. Julian had frequently had a running account with you; for what periods of time would his account run prior to the 20th day of July, 1905 -- how long a time would his account run before being settled up? A Sometimes run two or three months -- possibly longer than that.

Q In o.k'ing this account of Julian's, did you make yourself personally liable for it under your arrangement with the Hotel Imperial?

Objected to. Sustained and exception.

Q Have you as an individual or as manager for the Hotel Imperial ever at any time treated this item, this \$50 item, as anything but a simple debt of Mr. Julian?

Objected to. Sustained. Exception.

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Q After this check was returned unpaid and charged to the account of Julian, as you have testified, when did you next hear from anybody with reference to the check -- from anybody?

MR. WASSERVOGEL: I object to the form of the question from anybody. Let him be more specific.

THE COURT: If he wants it -- he may answer it.

THE WITNESS: Well, it was some time after that.

Q Who did you hear from with reference to it first?

A Mr. McCabe.

Q Do you know what his first name is? A No, I do not.

Q Do you know what position he held at that time?

A I understood he was connected with the Metropolitan Street Railroad.

Q As their attorney? A I think so.

MR. HOLBERT: Will Mr. McCabe stand up.

(A gentleman arises in the court room.)

Q Is this the gentleman that came to see you first about this check? A I don't think it is.

Q Can you see him plainly? A I think it is -- yes.

MR. WASSERVOGEL: If this is after the check came back from the bank marked account closed, I object to it.

THE COURT: What is the purpose of this?

MR. HOLBERT: I wish to follow it up by showing that

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Mr. McCabe came to see about this check.

THE COURT: Suppose he did.

MR. HOLBERT: (Continuing) And this man was summoned to court to bring the check and he was making no complaint -- to start a proceeding against Julian something he did not want done.

THE COURT: Put another question. There is no question now unanswered.

BY MR. HOLBERT:

Q When did you next hear from this check after McCabe's visit or hear anything about it?

MR. WASSERVOGEL: I object.

THE COURT: If that be the purpose as outlined by counsel for the defendant I will sustain the objection.

MR. HOLBERT: That is the purpose.

THE COURT: Anything connected with the defendant I will permit you to go into -- anything he did or said in reference to it, but what somebody else may have done or said has no relevancy, as I view it, to the accusation here.

Exception.

BY MR. HOLBERT:

Q Along in March or April 1906, you were given a subpoena in a John Doe proceeding, were you not, and required to bring with you under that subpoena this check before Magistrate Wahle

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of the city of New York.

Objected to.

THE COURT: If I understand the purpose as outlined by counsel, of the inquiry, I take it it is the same.

MR. HOLBERT: The same thing.

THE COURT: I sustain the objection.

Exception.

MR. HOLBERT: I merely want to get my record right.

Of course there is no need to urge upon the court that we also seek to show that Mr. Wiggins as manager treated it as a simple debt --

THE COURT: I do not care how he treated it. It is what was done on this day.

Exception.

BY MR. HOLBERT:

Q You did attend proceedings before Magistrate Wahle in which L. E. Julian and the People of the State were plaintiff, in a John Doe proceeding -- in which John Doe was the defendant?

Objected to. Sustained. Exception.

Q Were you complainant in that prosecution before Magistrate Wahle?

Objected to. Sustained. Exception.

Q Were you complainant in that proceeding either as manager

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for this hotel or assistant manager or in your individual capacity, before Magistrate Wahle?

Objected to. Sustained. Exception.

The Court admonishes the jury in accordance with section 415 of the Code of Criminal Procedure and takes a recess until two o'clock.

AFTER RECESS.

Trial resumed.

F R A N C I S H. W I G G I N S resumes the stand.

CROSS EXAMINATION CONTINUED BY MR HOLBERT:

Q On the day you cashed this check for Julian, as I understand you he merely came to the window where you were standing and presented a check and said "Frank, let me have \$50 on this"? A Something to that effect.

Q was there anything else said by Mr. Julian at that time? A I don't remember, no.

Q Did Mr. Julian at that time make any representation concerning the check?

MR. WASSERVOGEL: I object. The check speaks for itself.

Objection overruled.

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A No, sir.

Q Did he at that time say anything to you as to the character or standing of the Cuba Supply Company, upon whom the check was drawn? A No.

Q Had he at any time prior to that made any such representation to you or said anything to you on the subject who the Cuba Supply Company was or what they were? A I don't think so. It would not interest me.

Q Why wouldn't it interest you? A Well, because ---
BY THE COURT:

Q The question is was anything said upon the subject?
A No, not to my knowledge.

MR. HOLBERT: I would like to have him answer me why it would not interest him.

MR. WASSERVOGEL: I object. There is no use arguing with the witness.

Objection sustained. Exception.

RE-DIRECT EXAMINATION BY MR. WASSERVOGEL:

Q What hour was this that Julian came to the Imperial Hotel and you gave him the fifty dollars? A To the best of my recollection it was around about seven o'clock at night.

Q Of what did this account consist that you spoke of, in answer to questions of the Defendant's counsel?

MR. HOLBERT: What account was that?

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MR. WASSERVOGEL: The account that you questioned him about.

THE WITNESS: Restaurant charges and carriage charges.

BY MR. WASSERVOGEL:

Q Small ones, \$1.25 and \$1.50, items like that?

A Large amounts too.

MR. HOLBERT: I object as not the best evidence.

MR. WASSERVOGEL: I withdraw the question.

BY MR. WASSERVOGEL:

Q What was the last item prior to July 20, 1905?

MR. HOLBERT: I object as not the best evidence.

The account is the best evidence.

THE COURT: I think in view of your cross examination I will take it.

MR. HOLBERT: I except.

THE WITNESS: I think it is in August.

BY MR. WASSERVOGEL:

Q August of the prior year 1904? A Yes sir.

Q And you have no separate book in which you make a record of the check returned "No good"? A No, sir, it is on one book, what we call the petit ledger.

Q In making an entry of this matter, it was simply to keep a record of it, is that correct? A Yes.

Q Did you ever send the defendant any letters after this check came back no good? A I wrote him a personal letter,

one letter.

Q That letter -- A I notified him his check had been returned protested, and asked him to call in and take up the same.

Q Have you seen him at any time after that? A No, sir.

RE-CROSS EXAMINATION BY MR. HOLBERT:

Q Have you in your possession now a copy of the account I handed you before adjournment? A I think -- no, sir, I have not.

Q Mr. Wasservogel asked you if the account did not consist of a lot of small items -- is it not true that there is one other item of \$22.10 on this account? A Yes.

Q It is one item \$22.10?

MR. HOLBERT: In connection with the witness's examination and cross examination I offer in evidence copy of the account about which we have been examining.

THE COURT: Is it objected to?

MR. WASSERVOGEL: I object.

Objection sustained. Exception.

BY MR. HOLBERT:

Q Is it objected to on the ground it is not the book itself. If so I will produce the book.

MR. WASSERVOGEL: It is absolutely immaterial.

MR. HOLBERT: Does your objection go to the fact that it is not the best evidence?

MR. WASSERVOGEL: It is absolutely immaterial.

MR. HOLBERT: Do you object to it upon the ground it is a copy?

MR. WASSERVOGEL: I object to it upon all grounds.

MR. HOLBERT: All right then, we will have to produce the original.

J O H N B. R I E G E R, called as a witness in behalf of the People, affirmed, testified as follows:

DIRECT EXAMINATION BY MR. WASSERVOGEL:

Q Where do you live? A 346 Chauncey street, brooklyn.

Q What is your occupation? A At present receiving teller Commercial Trust Company.

Q On July 20, 1905, where were you employed?

A Note teller of the New Amsterdam National Bank.

Q Did you ever see this paper marked People's Exhibit 1?

A Yes.

Q When? A That first came into my possession on July 21st. It was deposited with our bank and charged with me, to my department, by the receiving teller.

Q What was done with the check? A The check was given to my downtown messenger the next morning.

Q What was the name of the messenger? A Mr. F. J. Porcupile.

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Q Was the check returned to the bank? A The check was returned by the messenger and all checks of this kind were always returned to me specially.

Q Paid or unpaid? A Unpaid.

No cross examination.

FRANK J. PORCUPILE, called as a witness on behalf of the People, being duly sworn and examined testified as follows:

DIRECT EXAMINATION BY MR. WASSERVOGEL:

Q Where do you live? A 683 Greene avenue, Brooklyn.

Q In the month of July 1905 where were you employed?

A New Amsterdam National Bank.

Q As what? A Messenger.

Q Bank messenger? A Bank messenger.

Q On the 22nd day of July of that year 1905, did you see the paper I now hand you, People's Exhibit 1? A Yes.

Q What if anything did you do with this paper People's Exhibit 1 at that time? A What is that.

(The question is repeated).

A It was given to me for collection by the note teller Mr. Rieger and with other matters downtown and I took it and presented it at 135 ---

MR. HOLBERT: We object to the witness telling any-

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thing that occurred not in the presence of the defendant or as to anything said to him when he presented it for collection not in the presence of the defendant.

BY THE COURT:

Q What did you do with the exhibit? A I presented it for collection.

BY MR. WASSERVOGEL:

Q Where? A A room I think on the fifth floor, 135 Broadway.

Q Whose office was that? A Cuba Supply Company.

Q Whom did you see there, do you recall?

Objected to as incompetent, irrelevant and immaterial, unless it is shown the defendant was present.

Objection overruled. Exception.

Q Do you recall whom you saw there? A I saw a man by the name of Julian, as I understood, and a man by the name of Judson.

Q What was said there at that time?

BY THE COURT:

Q Is that the defendant Julian?

MR. HOLBERT: I object unless it is shown the defendant in this case was present at the time.

MR. WASSERVOGEL: I wish to call your Honor's attention to the fact that by giving the check to the Imperial Hotel this defendant constituted the Imperial Hotel as his

agent for the purpose of collecting this check, and in the regular course of business this man who was the messenger of the New Amsterdam Bank where the check was deposited, presented it for payment, and we have a right to show whatever occurred there at that time.

MR. HOLBERT: The ground of the objection is that a declaration by a third party not made in the presence of the defendant would not show the true state of affairs.

BY THE COURT:

Q Was the defendant at the bar there?

(The defendant Julian stands up.)

THE WITNESS: I saw him there, yes.

BY THE COURT:

Q He was there at that time? A Yes.

Q Now you may state anything that was said in his hearing and presence.

BY MR. WASSERVOGEL:

Q Tell us anything that was said at that time? A I presented the check for payment and he -- the man there told me that he had no account. I marked that on the back of the check and at the same time I left a notice, a bank notice stating that the check would go to protest unless paid by a certain time.

BY MR. WASSERVOGEL:

Q Is this the memorandum you made at that time? A Yes.

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MR. WASSERVOGEL: I offer the back of this check in evidence -- although I suppose the whole thing is in evidence for all purpose and I will now read to the jury this check.

(Mr. Wasservogel reads the exhibit to the jury.)

CROSS EXAMINATION BY MR. HOLBERT:

Q Were you acquainted with Mr. Julian at that time?

A Not any further than in a business way.

Q What? A Not any further than in a business way.

Q How long have you known him as an individual? A I have been there a number of times on collections of checks.

Q Been where? A At the Cuba Supply Company's offices.

Q I did not ask you that -- I asked you if you knew Mr. Julian, the defendant in this case -- did you ever know him personally? A No, sir.

Q Had you ever see him prior to the time you went to the Cuba Supply Company to present this check for payment, to your knowledge? A Yes, I presume I have.

Q What? A I have.

Q Where? A At the Cuba Supply Company.

Q When? A Well, I couldn't tell you -- I was there a number of times for collections on different checks.

Q You saw Mr. Julian at the office of the Cuba Supply Company on those particular times? A Perhaps not every time. I can't recollect.

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BY THE COURT:

Q Did you see him there? A I have saw him there, yes.

BY MR. HOLBERT:

Q You have seen him there before the day you presented this check? A I would not swear that I have, no, sir; I think I have.

Q Have you ever seen him since the day you presented this check until to-day? A That was in July -- yes.

Q When and where? A At the same place, on other checks.

Q Can you fix any day or any time, or any check, when you saw Mr. Julian at the Cuba Supply Company? A I cannot.

Q How did you know it was Mr. Julian? A Well, he had been -- I had talked with him as Mr. Julian and understood him to be Mr. Julian.

Q When and under what circumstances did you talk to him as Mr. Julian? A Only in regard to different checks when I had them there for collection.

Q You mean to tell this jury when you went to the Cuba Supply Company with the checks, that you met this defendant and talked with him, at the Cuba Supply Company? A I saw him there, yes.

Q And that you talked with him about checks against the Cuba Supply Company? A Presented the checks to him or anybody that was there, for payment.

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You mean by him, the defendant, that you presented checks to this defendant, drawn against the Cuba Supply Company for payment? A No, sir, I do not. I took the check there.

If I saw him there -- I took the check there for payment and if I saw him there in all probability I presented it to him.

Q Now, you understand you are testifying here under oath, do you not? A I do.

Q Do you meanto say to this jury that you ever at any time presented to Mr. Julian at the office of the Cuba Supply Company a check that was drawn against the Cuba Supply Company, to be paid, and asked him to see it was paid? A I do not think I ever presented Mr. Julian's own check to him for payment. I presented to the Cuba Supply Company for payment.

Q What? A I presented it to the Cuba Supply Company for payment, and I had seen Mr. Julian there at different times.

Q You do not say to this jury that you ever presented any checks to him for payment? A No.

Q Let us go a step further in the matter -- cannot you be mistaken about ever having seen Mr. Julian in the office of the Cuba Supply Company? A I don't think so.

Q Who else was there besides Julian, the defendant, the day you saw him there? A There was a man there by the name of Judson.

Q More than one man by the name of Judson? A Well, I don't know as there was more than one man by the name of Judson.

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It seems to me that there was two brothers by the name of Judson, but I am not positive.

Q You saw them there at the office of the Cuba Supply Company? A Yes, sir.

Q Do you say to this jury that the two persons, Judsons, were at the office of the Cuba Supply Company on any day when you saw Julian there? A I couldn't tell you.

Q What? A I couldn't tell you.

Q If you can remember that Julian was there, why can't you remember if the Judsons were there? A I don't remember that Julian was there on this special day.

Q I said on any day when you presented a check for settlement? A I undoubtedly saw Julian there and undoubtedly saw Judson there at different times.

Q You do not remember seeing Julian there on any special date? A On no special date, no, sir.

Q Not even on the 21st of July, 1905? A No, sir.

Q You would not swear to this jury that he was there on that day, would you? A No, sir.

Q Why did you do so awhile ago? A I did not. I did not understand it so.

Q What? A I did not understand that I did so. I understand that I -- as I say, I had seen Judson, and at different times when I was there for collection of checks.

Q What did you mean, when the defendant was asked to

rise in the courtroom -- what did you mean by identifying him as the man you found there when you presented a check for payment? A I don't understand that I did.

Q You do understand that you did not? A I understand-- I understood it this way, that I saw this man there at any time that I went there to present a check.

Q He was always there? A Not always -- perhaps, but at different times.

Q You mean some day when you went in there you think you saw Julian there? A I am positive I saw him there.

Q But you cannot fix any particular date? A I cannot fix any particular date.

Q You do not say to this jury that you saw him there when you went in to present this check for \$50? A No.

MR. HOLBERT: We move, if your Honor please, to strike out all the testimony of this witness as to what was said at the time the check was presented, upon the ground it is incompetent, the defendant not being present, and it would not be binding upon the defendant nor show the true state of his account. I wish all that part of the witness's testimony stricken out which relates to what he said to the Cuba Supply Company or the party there found, or what they said to him with reference to the defendant's account with them, and his statement stricken out that he put the words "No account" on the

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back of the check, because of what they had said to him.

THE COURT: I will hear you, Mr. Wasservogel.

MR. WASSERVOGEL: It seems to me that in giving a check to the Imperial Hotel that this defendant constituted the Imperial Hotel his agent for the purpose of collecting it. This check was put through the New Amsterdam Bank in the regular course of business, and in the same way it was presented by this witness, who at that time was a messenger in the employ of the Amsterdam Bank, to the Cuba Supply Company for payment, and it seems to me that this man as the employe of the New Amsterdam Bank was the agent of this defendant for the purpose of collecting this check. In giving the check, under the Negotiable Instruments Law, he constituted the Imperial Hotel his agent.

BY THE COURT:

Q You went down there for what purpose? A To collect the check.

Q What did you do? A I presented the check for payment.

Q Was it paid? A It was not.

THE COURT: I will let it stand in that way.

MR. HOLBERT: Do you strike out the rest of the testimony on that subject as to what was said?

THE COURT: Anything he said in the presence of the

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defendant, in view of his later testimony, I will strike out. He went there, presented it for payment and it was not paid.

MR. HOLBERT: That part we make no objection to.

MR. WASSERVOGEL: Won't you let him go a step further and state the conversation he had with the person in authority at that place?

THE COURT: No.

MR. WASSERVOGEL: I now offer in evidence an exemplified copy of the certificate of the incorporation of the Cuba Supply Company, organized under the Laws of the State of Delaware.

(Objected to as incompetent, irrelevant and immaterial.)

THE COURT: Is that the only objection?

MR. HOLBERT: Yes.

THE COURT: I will receive it in evidence.
Exception.

(Received and marked People's Exhibit 2.)

MR. WASSERVOGEL: I also offer in evidence an exemplified copy of certificate of amendment of the charter of the Cuba Supply Company, also filed.

Same objection, ruling and exception.

(Received and marked People's Exhibit 3.)

MR. WASSERVOGEL: I also offer in evidence certifi-

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cate of the Secretary of State, showing that no corporation of the name of the Cuba Supply Company has ever been organized or permitted to do business in the State of New York.

Same objection, ruling and exception.

THE COURT: If that is the only ground, I will receive it in evidence.

MR. HOLBERT: I object to it as incompetent.

THE COURT: How?

MR. HOLBERT: Because it does not tend in any way to show that the defendant was not authorized to draw a check against the Cuba Supply Company.

Objection overruled. Exception.

(Received and marked People's Exhibit 4.)

MR. WASSERVOBEL: I also offer in evidence certificate of the Secretary of State, showing that no foreign corporation of the name of the Cuba Supply Company has ever been authorized to do business in this State.

Same objection, ruling and exception.

(Received and marked People's Exhibit 5.)

MR. WASSERVOGEL: I also offer in evidence certificate of the Secretary of State showing that no corporation of the name of Cuba Supply Company has ever filed any annual report in this State.

Same objection, ruling and exception.

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(Received and marked People's Exhibit 6.)

JOHN B. MORIARTY, called as a witness in behalf of the People, duly sworn and examined, testified as follows:

DIRECT EXAMINATION BY MR. WASSERVOGEL:

Q What is your business? A Private secretary to the Superintendent of Banks of the State of New York.

Q How long have you been employed in the office of the Superintendent of Banks? A I am in my twenty-eighth year.

Q Have you searched the records of your office for the purpose of finding out whether a corporation or any other concern known as the Cuba Supply Company has or had at any time a right to transact a banking business in this State?

A Yes, sir.

Q What did your examination disclose? A I do not find any such corporation.

MR. HOLBERT: I object as incompetent, irrelevant and immaterial, not binding upon the defendant.

Objection sustained.

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

THE COURT: Motion granted.

BY MR. WASSERVOGEL:

Q Has the Cuba Supply Company at any time had a right to do a banking business in this State?

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Same objection. Objection sustained.

Q Do you recognize the signature to this paper? A Yes, sir.

Q Whose writing is that? A That is Mr. Cheney, Superintendent of Banks.

Q Do you recognize the seal upon this instrument?

BY THE COURT:

Q The question is directed to the seal, whether you recognize the seal? A It is very indistinct. I cannot make it out myself -- yes, Superintendent of Banks.

AQ Do you recognize the seal? A Yes, I do.

Q As the seal of what? A Superintendent of Banks, State of New York.

MR. WASSERVOGEL: I offer this paper in evidence.

Objected to as incompetent, irrelevant and immaterial, not binding upon the defendant and not tending to show lack of authority on the part of the defendant to draw the check.

Objection overruled. Exception.

(The paper is received in evidence and marked People's Exhibit 7.)

MR. HOLBERT: I now move to strike out the evidence or to strike from the record the evidence offered by the District Attorney, as not binding upon the defendant and incompetent for that reason.

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THE COURT: What evidence?

MR. HOLBERT: The two former certificates, offered in evidence from the State Insurance Department, as not binding upon this defendant.

Motion denied, and exception.

No cross-examination.

WILLIAM STEMPER, called as a witness in behalf of the People, duly sworn and examined, testified as follows:

DIRECT EXAMINATION BY MR. WASSERVOGEL:

Q Where do you live? A 728 Tinton Avenue, Bronx.

Q What is your business? A Stationer and printer.

Q In the month of July, 1905, were you employed by the firm of Findler & Weibel? A Yes, sir.

Q In what capacity? A Manager.

Q What else? A That is about all.

Q And to take orders for printing? A Yes.

Q Did you ever take an order for printing from the Cuba Supply Company? A Yes.

Q For the printing of what? A Checks.

Q Was an order of checks supplied to the Cuba Supply Company? A Yes.

Q Printed by Findler & Weibel? A Yes.

Q Those checks printed by Findler & Weibel had your name printed at the bottom, Findler & Weibel? A As a rule

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we always try to do that, yes, sir.

No cross-examination.

F E R D I N A N D J. F I C K E R , called as a witness in behalf of the People, duly sworn and examined, testified as follows:

DIRECT EXAMINATION BY MR. WASSERVOGEL:

Q Where do you reside? A 5 Moore Street.

Q What is your business? A Hollywood Company now.

Q What is your business? A Whiskey business.

Q In the month of July, 1905, were you in the printing business? A No, in the chocolate business.

Q Did you do any printing for anyone in the month of July, 1905? A Off and on, yes.

Q You were engaged in the printing business, as well as the other? A Indirectly.

Q Prior to that you were in the printing business altogether? A Yes.

Q Down in William Street? A Yes, sir; William Street.

Q Do you know the defendant, Louis Julian? A Yes.

Q How long have you known him? A A great many years, over twenty years.

Q Did you ever have a conversation with the defendant about printing checks of the Cuba Supply Company? A No, sir.

Objected to as incompetent, irrelevant and imma-

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terial.

THE COURT: He says he did not.

MR. HOLBERT: Then I withdraw my objection.

BY MR. WASSERVOGEL:

Q You say you did not? A No -- as I explained in my affidavit, I did not take any orders for printing -- the orders were left with Mr. Folan.

Q You had them printed by Mr. Folan? A I did not have them printed. They were left there for me, to my credit, to my account. I did not take any orders.

Q Did you ever speak to the defendant about checks printed by you? A No, sir.

Objected to as incompetent, irrelevant and immaterial.

THE COURT: He said he did not.

BY MR. WASSERVOGEL:

Q You made a statement to the District Attorney several days ago? A Yes, sir; that is right.

MR. HOLBERT: I object as incompetent. He cannot cross-examine his own witness.

MR. WASSERVOGEL: I am not doing so, but I want to refresh his recollection.

Objection overruled.

BY MR. WASSERVOGEL:

Q That statement was made under oath? A Yes.

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Q I show you a check marked People's Exhibit 1, and I ask you if you ever saw forms of blanks of checks like this one?

Objected to as incompetent, irrelevant and immaterial. Overruled and exception.

A Yes, I saw that.

Q Who printed them? A Mr. --

Objected to as incompetent, irrelevant and immaterial, upon the further ground that the witness has not shown he is competent.

THE COURT: If he knows he can say so.

BY MR. WASSERVOGEL:

Q Do you know? A Yes.

Q Mr. -- who? A Folan.

Q Where was his business? A He was the man that took the orders for me.

Q He took the orders for you? A Yes, sir; anybody who would leave an order there in the office there for me.

Q Do you know how many checks were printed for the defendant at that time?

Objected to as incompetent, irrelevant and immaterial.

THE COURT: If he knows he can say. If he does not know, he can say so.

THE WITNESS: I saw a package of about 100.

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BY MR. WASSERVOGEL:

Q 100? A I wouldn't say 100 -- I would say a small package, about that size.

Q Did you ever send a bill to the defendant for this printing? A Yes.

Q You sent a bill to the defendant? A Yes.

Q Has the bill ever been paid? A No, sir.

MR. HOLBERT: I object to that, and move to strike it out.

THE COURT: Motion granted.

BY MR. WASSERVOGEL:

Q Do you know anybody connected with the Cuba Supply Company? A No.

Q Did you ever receive an order for printing of checks from the Cuba Supply Company? A No, sir.

Q Did you ever send a bill to the Cuba Supply Company for the printing of checks? A No.

CROSS-EXAMINATION BY MR. HOLBERT:

Q You say a Mr. Folan did certain work for you -- were you present at any time when the defendant Julian ordered checks printed? A No, sir.

Q Did you hear any conversation from him with reference to any checks? A No, sir.

Q Did you receive any written communication from him

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with reference to any checks? A No, sir.

Q How do you know anything on the subject, then?

A Because orders would be taken to Mr. Folan's office for me, and you might bring the order and I will have to explain that --

Q That is all you know about it? A Anybody --

Q Is that all you know about it? A I know from the fact that the order was charged to me, and I had to pay Mr. Folan for the work.

Q Is that all you know about the matter? A Yes.

Q Merely that this bill came in to you from Mr. Folan?

A Yes.

Q You never heard the defendant say a word to anyone on the subject? A No, sir.

Q You did not talk to him on the subject? A No.
I wasn't downtown.

MR. HOLBERT: I move that all the testimony be stricken out as hearsay and incompetent and not binding upon the defendant in any way.

THE COURT: What do you say as to that, Mr. Wasservogel?

MR. WASSERVOGEL: I want to ask one question.

BY MR. WASSERVOGEL: Did you ever talk to Julian after that about these checks? A No, sir.

Q At no time? A No, sir.

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Q Did you ever ask him for money? A I sent my bill in the way way as I would for cards or envelopes or letter-heads.

Q Did you ever speak to him about these checks? A No, not particularly about the checks; no, sir.

Q About the printing of the checks? A No, sir.

Q You are very friendly with Julian? A That has nothing to do with it.

Q Answer me; you are very friendly with the defendant?
A Not to make me not tell the truth.

Q You went on his bail, or had bail obtained for him in the Magistrate's Court? A Yes.

MR. HOLBERT: I object. Mr. Wasservogel is trying to impeach his own witness before this jury.

Objection overruled. Exception.

Q Do you remember making a statement upstairs in my room a few days ago? A Yes.

MR. HOLBERT: I object, as having been already covered.

Objection overruled. Exception.

Q Do you remember having stated at that time that about five years ago Louis E. Julian went to the printing establishment conducted by one James K. Folan at 5 Dutch Street, City and County of New York, whom I formerly did business with, and there left an order and possibly two orders for checks

to be printed --

MR. HOLBERT: I object to this.

THE COURT: Is that any different from what he has said now?

THE WITNESS: I thought I was telling the same thing. What I stated there is exactly the truth.

Q Do you remember making this statement, "I recall having seen one of the packages"? A Yes.

Q "They were all light blue checks, drawn on the order of the Cuba Supply Company"? A Yes.

Q "And there were at least 100 checks in the package to be delivered to Louis E. Julian" -- do you remember saying that? A Yes.

MR. HOLBERT: I object, as not binding upon the defendant.

BY MR. WASSERVOGEL:

Q You also remember making this statement, "I thereafter sent a bill for the printing to Louis E. Julian"; do you remember making that statement? A Yes.

MR. HOLBERT: I make the same objection and move to strike out the answer.

Motion granted.

MR. HOLBERT: I move to strike out all the testimony of this witness on the subject of the printing of the checks, on the same grounds.

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Motion granted.

J A M E S P A R K E R, called as a witness in behalf of
the People, duly sworn and examined, testified as follows:

DIRECT EXAMINATION BY MR. WASSERVOGEL:

Q Where do you live? A 62 East 120th.

Q What is your business? A I am not employed right
now.

Q Do you know this defendant Julian? A Yes.

Q How long have you known him? A Since 1895.

Q On or about the 13th day of July, 1905, did you
have a conversation with him? A I had.

Q Tell us what it was, please, what you said and what
he said?

MR. HOLBERT: I object unless the District Attorney
designates what the subject is about.

THE COURT: I take it it is about something that is
relevant to the subject matter here -- is it not?

MR. WASSERVOGEL: In connection with it --

THE COURT: If not, I will strike it out and tell
the jury to disregard it.

THE WITNESS: On the 13th of July?

BY MR. WASSERVOGEL:

Q Yes? A I had not any conversation with him on the
13th -- yes, I did.

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BY THE COURT:

Q What was the date? A The 13th of July.

BY MR. WASSERVOGEL:

Q What was it? A He gave me a check for \$100 -- no, a check for \$50.

Q What talk did you have with him?

Objected to as incompetent, irrelevant and immaterial.

Q What did you do with the check? A I took the check to 135 Broadway.

Objected to as immaterial.

BY THE COURT:

Q Did you have some talk with him about the check?

A I asked him for a check, and he gave me a check for \$50.

MR. HOLBERT: I know of a matter that renders this witness's testimony absolutely incompetent. The evidence will not develop that any value passed in the giving of that check. It was on an antecedent debt, and would not be competent for any purpose before this jury.

THE COURT: Proceed.

BY MR. WASSERVOGEL:

Q What was said?

Same objection.

A Mr. Julian owed me \$100 --

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BY THE COURT:

Q Just state what was said? A I asked him to pay me some money, and he gave me the check for \$50.

BY MR. WASSERVOGEL:

Q Upon what was that check drawn? A On the Cuba Supply Company.

Q Signed by whom? A L. E. Julian.

Q What did you do with that check afterwards?

Same objection.

THE COURT: You do not make yourself heard, Mr. Holbert.

MR. HOLBERT: The testimony shows it was not given for any present value, but simply on a past or antecedent debt, and would not sustain the charge of fraud in this case.

THE COURT: What is the purpose?

MR. WASSERVOGEL: The purpose is to bring home notice to the defendant showing intent and general course of conduct.

THE COURT: It is not remote -- the 13th day of July.

MR. HOLBERT: It is not on the question of remoteness, but simply there was nothing passed between these people -- in other words, he did not obtain the money from this man on this check and hence it was not a mat-

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ter that would tend to prove --

THE COURT: I will receive it and limit the proof to the subject of the intent of the defendant with reference to the check drawn on the 20th of July, 1905.

Exception.

BY MR. WASSERVOGEL: Tell us, please.

A I went to the Cuba Supply Company to have them pay the check.

Q Was it paid? A It was not paid that day.

Q After you found you could not get payment, what did you do, did you talk with Julian again at any time? A I spoke to him about not being able to get the money for the check.

Q How long after July 13th was it, do you recall?

A I couldn't give you the exact number of days.

Q How many days, about? A Perhaps several days -- within a week.

Q Less than a week? A About a week, I should say. I can't be exact.

Q What talk did you have with him then? A I simply told him I presented the check and could not get any money, and that is about as I remember it.

CROSS-EXAMINATION BY MR. HOLBERT:

Q Mr. Julian had been owing you \$100 for some time before this transaction? A He owed me \$20 and then \$100 from about the 12th of June, that made \$120.

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Q You had loaned him \$100 about the 12th of June?

A Yes, sir.

Q 1905, and then you went to him about the 13th of July and asked him if he could pay you some on this loan?

A I asked him for some money.

Q And Julian said to you that he had no ready money, that the Cuba Supply Company was indebted to him and he would give you a check on them for part of it, is that true?

A I cannot remember if that was the exact conversation at that time, but I know he did give me a check for \$50 on the Cuba Supply Company.

Q Was that the substance of the matter -- was that the substance of it? A I cannot say that -- I don't remember. It is almost five years ago.

Q At the time he gave you the check, did you give him any money at all? A No, sir; not at the time he gave me the check.

Q He still owed you \$100 after the check was presented and unpaid -- he simply owed you \$100? A He owes it to me yet, I guess.

Q And when the check was not paid you merely went back and told him they would not pay the check? A I don't think I went back immediately and told him, because the people I had the check on were not in when I called, and I called a couple of days before I was able to get a definite answer.

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Q Let us go into that -- when you first went down and presented the check, you say you did not find anybody in?

A That represented the Cuba Supply Company.

Q Then you went back a second time? A I went back a second time -- maybe next day or day after.

Q Did you find anybody in then? A I saw one of the Mr. Judsons.

Q What did he say to you then? A He looked -- I handed him the check and he looked at it and looked at me and said, "Well, are you James Parker?" And I said "Yes". He says, "I don't know you." I says, "There is a man right there that knowed me for years"-- addressing the man. I said, "Am I James Parker?" And he said, "Yes, you are James Parker all right", and then Judson said I would have to see his brother, and then of course I went out and later on I heard both the Judsons were in, and then I went and saw them both and one of the Mr. Judsons told me that the account had been overdrawn, and that he could not pay it.

Q Between the time you saw the first Judson and the time you met the two together, did you see the other Judson alone? A I don't know. I saw one of the Mr. Judsons -- no, I think it was after that. I went in several times after that and presented -- I did not present the check because I knew the Judsons knew what I wanted, and they would say they could not pay me, and sometimes one would refer me to the

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other.

Q That is what I want to get at, on the first occasions when you went in and presented the check to one Mr. Judson, did he at that time claim or deny that Julian had the right to draw his check and had money coming to him? A Not the first time.

Q Did ^{the} other Mr. Judson, when you saw him, did he make any claim there was no right on the part of Julian? A They did not make any claim until I caught both together.

Q Then what was said? A Then one of them said -- the light-complexioned Mr. Judson -- he said that Julian had overdrawn his account.

Q How long was that after you had first taken this check from Mr. Julian before you finally got them together? A It must have been three or four days, at least.

Q After that you went back and told Judson the situation? A Well, I don't know as I went back and told him particularly, but I did tell him -- I don't know if I met him on the street or went to his office, but I notified him sometime after that that I had not received the money on the check.

Q Your best judgment is that sometime, two or three weeks after? A No.

MR. WASSERVOGEL: He did not say that.

THE WITNESS: It was not two or three weeks. It

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might have been within a week.

BY MR. HOLBERT:

Q Might have been within a week? A Yes.

BY THE COURT:

Q From the 13th of July, when you received the check?

A Yes.

BY MR. HOLBERT:

Q At the time when this check had been down by the Judsons, and you went back to see Julian, was he at that time suffering with trouble with his eyes?

Objected to, objection overruled.

A I know he was suffering with his eyes, but I think I saw him before he was so badly or suffered so much that he could not see.

Q You know he was at that time in that condition?

A Somewheres around there he was suffering with his eyes, and I think he had to be led around.

RE-DIRECT EXAMINATION BY MR. WASSERVOGEL:

Q The day you received the check from him, he was not led around by anybody then? A No.

Q Or the day that you spoke to him? A No.

Q About the non-payment? A No, I don't think so.

Q His trouble with his eyes was after that? A Some time.

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BY THE COURT:

Q How long a time after?

A Well, Judge, I really don't know, because the check was something that passed between friends, and I did not care whether I ever got the money or not, so I did not pay any particular attention as to the exact dates, or anything of that kind -- I did not care if I got the money.

Q Was it a month afterwards?

A It was less than a month, I think.

BY MR. WASSERVOGEL:

Q Counsel asked you regarding a conversation you had with Judson?

A Yes.

Q At the time you presented the check for payment; can you tell us the exact words said by Judson at that time?

A When he said the account had been overdrawn?

Q Yes?

A I happened to read over that testimony that was taken before the Magistrate, and that refreshed my mind to the extent that I remember now that one of the Judsons said that Mr. Julian had overdrawn his account, and he had done it two or three times and he was tired of it. That was as I read it taken before Wahle, Magistrate Wahle.

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MR. HOLBERT: I move to strike all the testimony of this witness out upon the ground that it does not prove or tend to prove any intent with reference to the check given the Hotel Imperial, because this check was not given for present value, and in itself shows no intent to defraud and therefore it does not tend to sustain the idea that he had that intent with the Hotel Imperial.

Motion denied. Exception.

JOHN B. CERRY, called as a witness on behalf of the People, being duly sworn and examined, testified as follows:

DIRECT EXAMINATION BY MR. WASSERVOGEL:

Q Where do you live? A 127 Cedar street.

Q In the month of July 1905 what was your employment?

A Janitor Fulton Building.

Q Where is that? A 138 Liberty street.

Q Did you know the defendant Julian at that time?

A Yes.

Q Did he have an office in that building? A Yes.

Q Do you recognize the papers I now show you? A Yes.

Q I show you one dated July 20 1905 and I ask you if you had any conversation with the defendant regarding it?

Objected to as incompetent, irrelevant and immaterial.

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Overruled. Exception.

THE COURT: On the Cuban Supply Company?

MR. WASSERVOGEL: Yes.

THE COURT: You had better mark it for identification.

MR. WASSERVOGEL: I will as soon as he identifies it.

A I guess I spoke to him about the whole three, not making them good.

Q One at a time, what was said about that one?

Same objection, ruling and exception.

A I don't know what was said about any one in particular.

Q What were the words? A I asked him to make good the checks.

Q Before that, who brought this check to you, if anyone?

A It was handed to me by one of Mr. Battersey's clerks.

Q When did you first see this check? A Probably three or four days after it was presented to Mr. Battersey.

Q Didn't you see it before it was given to Mr. Battersey?

A Yes.

Q That is what I asked you about? A I saw it when Julian handed it to me.

Q What did Julian say to you when he handed it to you?

A He asked me if I would get it cashed for him.

Q And what did you do? A I took it down and got it cashed.

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Q What was the amount of the check? A Fifty Dollars.

Q What did you do with the cash? A Brought it back and gave it to Mr. Julian..

Q Handed it to him yourself? A Yes.

MR. WASSERVOGEL: I offer the check in evidence.

Objected to as incompetent, irrelevant and immaterial.

Overruled. Exception.

The check is received in evidence and marked People's Exhibit 8.

Q I now show you a paper dated July 22, 1905, and I ask you if you ever had any conversation with the defendant regarding that?

Same objection, ruling and exception.

A Yes, sir, he gave me this check and asked me to get it cashed.

Q Did you get it cashed? A Yes.

Q Well, did you give the cash to the defendant? A Yes.

Q How much was it? A Fifteen dollars -- I might have -- maybe I spent a little out of it when I got it --

MR. WASSERVIGEL: I offer the check in evidence.

Same objection.

THE COURT: I will admit it in evidence, subject to the intent with which the check of the 20th of July, made payable to the Imperial Hotel was made, and limit it to that purpose; as bearing upon the intention of the

defendant with reference to the check to the Imperial Hotel.

Exception.

Received and marked People's Exhibit 9.

BY MR. WASSERVOGEL:

Q Now I show you a paper dated July 24, 1905, and I ask you if you recognize that? A Yes.

Q Did you have a talk with the defendant about this paper?

A Yes, he handed me the paper and asked me to get it cashed.

Q Did you get it cashed? A Yes.

Q What did you do with the cash? A I turned it over to Mr. Julian.

Q How much was it? A Thirty-one dollars.

MR. WASSERVOGEL: I offer it in evidence.

Same objection, ruling and exception.

THE COURT: It will be received and limited to the question of the intent of the defendant with reference of July 20 1905 to the Imperial Hotel. It is not admitted for any other purpose. That applies to all these checks outside of People's Exhibit No. 1.

The check is received in evidence and marked People's Exhibit 10.

BY MR. WASSERVOGEL:

Q Now I understood you to say you had these checks cashed by a man named Battersby? A Yes, sir.

Q What is his first name, do you know? A Frederick.

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Q His place of business and where? A I think it is 11 Albany street -- corner of Albany and Washington.

Q In this city? A Ye ,sir.

Q After the dates of these checks, did you have a talk with Julian, the defendant? A Yes, sir.

Q What did you say and what did he say? A The first check I got back -- brought it back to Julian and told him that -- said there was no funds.

Q How about the other checks? A They came back later, and brought the three of them back.

Q What did he say? A I believe Mr. Battersey brought two of them back to him.

Q Did you see him about the other checks yourself?

A Yes, sir.

Objected to as incompetent, irrelevant and immaterial.

Overruled. Exception.

Q What did you say? A I asked him to make good the checks and he told me he would if I gave him a chance.

Q What did you tell him about the checks? A Told him he should not have given me bad checks.

CROSS EXAMINATION BY MR. HOLBERT:

Q How long had you known Mr. Julian prior to this time?

A Probably six or eight months, something like that.

Q And you have on frequent occasions cashed check for

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Julian, had you not, before this time? A Yes, sir.

Q And you had cashed check for him before against the Cuba Supply Company? A Yes, sir.

Q And they went through and were paid in proper order?
A Yes, sir.

Q These three checks that the District Attorney has called your attention to are three out of perhaps forty or fifty checks or maybe more that you have cashed for Mr. Julian or procured to be cashed for him? A Yes.

Q And the rest came back all right and had no trouble, that is true? A I had no trouble with only three.

Q And these three all went through at the same time?
A That I do not know.

Q They all ^{came} back to you at the same time? A No, one came back first and then the other two later.

Q When you got the three checks you went and saw Julian and told him they were not paid? A I saw him when I got the first one.

Q What did he say to you? A He told me he might have overdrawn his account, but he would make good.

Q He said he might have overdrawn and he would make good, and when the other two came back --

THE COURT: That was the one of the 20th of July, the first one?

A Yes, sir, the first check.

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