

retained a distant Nassau County lawyer J.D.C. Murray, a friend of Frank Gulotta, Nassau County District Attorney (390). Dr. Robbins further admitted the following:

"Therefore, after consulting with two lawyers you (Dr. Robbins) arrive at a different story to tell the District Attorney than your original story to the District Attorney before consulting two lawyers, is that correct?

Dr. Milton Robbins: A. Yes.

Q. You say yes, you seem very sure, is that correct?

Dr. Milton E. Robbins: A. That's correct." (391)

In his final story, which Dr. Robbins admitted he arrived at through consulting the above mentioned two lawyers, the admitted perjurer (385), Dr. Milton E. Robbins forgets all of his personal knowledge about Mrs. Wirschning's marital troubles and her impending separation action against her husband, Fred Wirschning, with the defendant as her lawyer. Dr. Robbins forgets all his previously stated detailed statements to the District Attorney that he treated Mrs. Wirschning and knew the Wirschning's personally. Dr. Robbins forgets his detailed statement that he treated Mrs. Wirschning for her claimed injuries of bursitis of her right shoulder and bruises of her right thigh; in his final story concocted after two weeks of consultations with the above mentioned lawyers, Dr. Robbins completely contradicts his dated hand written medical bill to Mrs. Wirschning stating the above mentioned injuries for which he treated her. Further, in complete contradiction with all of his original detailed statements, Dr. Milton Robbins, in his final story claims he never saw or knew of Mrs. Wirschning until he met her at the Grand Jury hearing of the matter. Dr. Robbins' admissions during his cross examination completely disprove his ridiculous know nothing story, commencing with his testimony about his original hand written medical bill and the identical hand written copy on his stationery, as follows:

"Q. The two pieces of paper are identical as to contents are they not?

Dr. Milton Robbins: A. Yes.

Q. Completely as to the letterhead, the statement as to treatments of injuries, who was treated, who it was addressed to and as to the signature on the bottom; correct?

Dr. Milton Robbins: A. Yes." (363-364)

Dr. Milton Robbins admitted that his hand written bill to Mrs. Wirschning and the hand written copy of his hand written bill are on his stationery and completely identical word for word, including the form and layout are identical (374).

During further cross examination Dr. Robbins admitted that he is a doctor practising 27 years and he has treated injury claims "where a lawyer was making a claim for that patient against the insurance company." (367) But, Dr. Robbins does not recall that as the reason he forwarded defendant a copy of his blank bill head was because "you need two copies of a bill ... if one insurance company were to pay the medical payments and another insurance company to reimburse a person for injuries." (368) Instead, Dr. Robbins admits that he forwarded defendant a blank copy of his bill head because:

"When (Dr. Robbins) draws up bills ... (Dr. Robbins) makes no record" ... and he doesn't keep any records of his medical bills. (368)

Further Dr. Robbins admitted he writes his medical bills and that his written medical bill to Mrs. Wirschning is written in his usual handwriting and in his usual way and his usual style and in his usual form and layout in writing his medical bills (363-364, 374).

Dr. Milton E. Robbins further contradicted his know nothing story concocted with the aid of two lawyers herein mentioned by testifying that after being notified about Mrs. Wirschning's complaints by the District Attorney's staff early in July 1957, he, Dr. Robbins, telephoned and urged this defendant to come to his office (344), in order that he, Dr. Robbins, could get back his original written medical bill for his treatments to Mrs. Wirschning (346), which medical bill was sent to the Allstate Insurance Company files during the settlement of Mrs. Wirschning's injury claim several months ago and this defendant informed Dr. Robbins that "He couldn't get it back any more because it was gone." (346) and that "He (Mr. Robbins) had sent it to the Allstate files." (346) Dr. Robbins claimed in his final story, he admitted he arrived at after consulting with two lawyers in the interim of two weeks in July 1957, namely, that

approximately 48 hours before, during the same weekend, before Dr. Robbins reached defendant by telephone in order to lure defendant to Dr. Robbins' office in order to get back his hand written medical bill to Mrs. Wirschning that was sent to the Allstate Insurance Company several months earlier during the settlement of Mrs. Wirschning's injury claim, Dr. Robbins Claimed that on the preceding "Friday nite" defendant "He just walked into your (busy) office unexpectedly ... He came to my office because he wanted me to copy a typewritten bill on a Mrs. Wirschning ... It was an old case and he wanted to keep it in his files. I was quite busy and I dashed it off and then he left." (338)

In his final story concocted with the aid of two lawyers as mentioned herein before, Dr. Robbins and the prosecution never explained why the handwritten copy of his original hand written medical bill is identical word for word, line for line, and identical in form and layout to his hand written medical bill to Mrs. Wirschning, which he wrote in his usual form, layout and style (363-364); After Dr. Robbins testified in his final story that he, Dr. Robbins, "dashed off" his medical bill from "a typewritten" bill nearly a year after the identical handwritten copy of his hand written bill "was sent to Allstate files." and further neither the prosecution nor Dr. Robbins explained why these two identical hand written medical bills list the total doctor treated injuries claimed by Mrs. Wirschning throughout the prosecution of her personal injury claim and are the identical injuries Mrs. Wirschning stated in detail to the Allstate Insurance Company doctor, Joseph Rosenheck, during his evaluating medical examination of her claimed injured parts of her body as her total doctor treated injury claim against the Allstate Insurance Company, on May 24, 1956, over a year before Dr. Robbins and the prosecution claim Dr. Robbins wrote his medical bill to Mrs. Wirschning. (Defendant's Exhibits H and I in Evidence) which claims of doctor treated injuries by Mrs. Wirschning are identical to the doctor treated injuries claimed by the indictment as

being false and not claimed by Mrs. Wirschning.

This defendant's indictment alleged a \$400 larceny from Allstate Insurance Company by use of false and fraudulent representations and pretenses by this defendant. Allstate Insurance Company singled this defendant out and complained of the said alleged \$400 larceny. Mrs. Wirschning did state her entire medically treated personal injury claim to the Allstate Insurance Company doctor, Joseph Rosenheck, on May 24, 1956, during Dr. Rosenheck's private medical examination of her claimed injured parts of her body (Defendant's Exhibit I in Evidence) and she later confirmed her personally stated injury claim to the Allstate Insurance Company officers in her signed statements of complaint in February 1957 (500). This fact was confirmed by the Allstate Insurance Company complete up to date of trial injury claim file on Mrs. Elizabeth Wirschning's injury claim (460-461). The Allstate Insurance Company evaluated and settled Mrs. Wirschning's injury claim for \$400 on only Mrs. Wirschning's personally stated detailed injuries, namely, bursitis of her right shoulder and bruises of her right thigh; without said personally stated claims of doctor treated injuries by Mrs. Wirschning there could not be a settlement made and only through evaluating these stated doctor treated injuries stated by Mrs. Wirschning during her said medical examination by the Allstate Insurance Company doctor, Dr. Rosehheck, did the Allstate Insurance Company set up a cash reserve for Mrs. Wirschning's injury claim and only because of Mrs. Wirschning's said stated doctor treated injury claim did Allstate Insurance Company offer \$400 in settlement of her injury claim. Up to the date of trial Mrs. Wirschning stated no other injuries and she, Mrs. Wirschning, never contradicted these injuries as her total doctor treated injury claim according to the Allstate Insurance Company complete file on her injury claim. The Allstate Insurance Company paid the sum of \$400 in settlement of Mrs. Wirschning's claim in order to be free from all legal obligations in reference to the said Mrs. Wirschning personally stated

injury claim. At the time of this defendant's trial and up to the present date, which is after the expiration of the statute of limitations, the Allstate Insurance Company has been free from all legal obligations in reference to the Elizabeth Wirschning injury claim in accordance with the \$400 settlement. This was made possible solely through the evaluation by the officers of Allstate Insurance Company of Mrs. Wirschning's claims of injuries for which she claimed she received eight treatments from a doctor during eight visits to the doctor's office; when she was asked the nature of her injury claim by Dr. Joseph Rosenheck on behalf of Allstate Insurance Company on May 24, 1956, Mrs. Elizabeth Wirschning stated:

"ALLEGED INJURIES:

1. Bursitis of the right shoulder.
2. Bruises of the right thigh.

PHYSICAL EXAMINATION:

Right Shoulder -- There is no external evidence of injury to the right shoulder. There is no tenderness anywhere on firm pressure. Motion at right shoulder joint is free.

Right Thigh -- There is no external evidence of injury to the right thigh. There is no tenderness anywhere on firm pressure. Motion at the right hip joint is free, complete and painless in all directions."

(Above excerpt is from Defendant's Exhibit I in Evidence)

On the basis of these doctor treated injuries stated by Mrs. Wirschning to Dr. Rosenheck and made into the permanent record report, the Allstate Insurance Company made a contractual offer with this defendant as Mrs. Wirschning's lawyer and legal agent to amicably settle Mrs. Elizabeth Wirschning's personally stated injury claim for \$400 in order to be free from legal liability in reference to Mrs. Wirschning's personally stated injury claim. The offer was accepted by Mrs. Elizabeth Wirschning and the claim was settled. All the Allstate Insurance Company records and indictment confirmed the fact that the terms of the settlement contract were fulfilled and even to this date, even after the statute of limitations frees the Allstate Insurance Company from all liability, the Allstate Insurance Company has never denied the validity or complained of the falseness of Mrs. Wirschning's personally stated injury claim

for which the Allstate Insurance Company paid \$400. The larceny of the \$400 from Allstate Insurance Company can only be charged against the self admitted felonious culprit, Mrs. Elizabeth Wirschning, predicated upon her contradictory claims of injuries she testified to in court. Therefore there is no basis of charging this crime against the defendant as claimed in the false indictment.

This statement of law and fact was stated in detail by this defendant at the beginning of this defendant's trial. This defendant's detailed statement of fact and law was wantonly, fraudulently deleted, juxtapositioned, hashed together and jumbled to a mere half page (31) by the arrogant, wanton, sadistic, perverted, gangster, District Attorney, Manual Levine, and his impish staff; some of whose arrogant, wanton gangsterous lawless, gestapo like felonious crimes of persecution against this defendant were set forth in detail in this defendant's detailed motion in this defendant's appeal in the Appellate Division of the Supreme Court, Second Judicial Department on May 8, 1959, including this defendant's complaint to the obviously wanton felonious fraudulent alteration of this defendant's trial minutes. In said motion this defendant set forth two lengthy examples of the obviously wantonly fraudulently altered trial minutes of this defendant's trial, namely, the above mentioned page 31 and page 845, which are reproduced below;

"And I say that Mr. and Mrs. Wirschning knew that the moneys was there and are being used as dupes because they are fearful either they prosecute me or they bring it forth, the insurance company, to show Mrs. Wirschning you were hurt so and so and so and so and you retained the lawyer. He has a retainer. You committed fraud and your husband automatically is guilty of an attempt of committing a fraud on the insurance company and the lawyer has done his work according to the routine which the District Attorney has -- fifty per cent of the fee is mine, \$200 -- which they agreed to, but if the client knows nothing of it" (p. 31)

"The conversation in these records they claim that were made is not such that I would have nor anyone would have where direct questions in reference to a crime. I have never acknowledged these. They were admitted in evidence over my objection, that they were hearsay, as not in accordance with the best evidence rule, as not in accordance with material and essential items, to the Court and other objections. I have not adopted them." (p. 845)

This defendant has repeatedly objected to the trial court and appeal courts to the fraudulent alterations of the defendant's trial minutes. This defendant made specific mention of each of the multitude of fraudulent alterations of this defendant's trial minutes in support of this defendant's motion in the Appellate Division of the Supreme Court, Second Judicial Department on October 5, 1959, wherein said motion this defendant did submit a copy of the 794 Amendments, 320 pages in length, that substantially correct the fraudulently altered trial minutes of defendant's trial, the original copy of said 794 Amendments correcting the fraudulently altered trial record were submitted earlier to the trial court.

Mrs. Elizabeth Wirschning testified that she signed the general release and \$400 settlement check, thereby disproving the remaining first, second and fourth counts of the indictment. Throughout the early testimony of Mrs. Elizabeth Wirschning, this defendant elicited repeated incriminating admissions from the felonious culprit, Mrs. Elizabeth Wirschning, that she signed the general release and that she signed the \$400 settlement check for the Allstate Insurance Company; both of which she signed incorrectly in her usual way of signing her new married name and by misspelling it as she usually did misspell her new married name. In spite of the fraudulent alterations of the incriminating testimony of Mrs. Wirschning through the deletion of the substantive portions of the incriminating testimony and substitution of two dash marks (--) on page 222, an often repeated method used to fraudulently alter defendant's trial minutes, still the lengthy detailed statements by Mrs. Wirschning in the fraudulently altered trial minutes proves that Mrs. Elizabeth Wirschning did sign the general release in the usual way she signed her new married name and as she usually misspelled it, without the defendant leading her to one word answers to rehearsed questions as did the prosecutor.

"Q. Look closely at the paper. Do you see a mistake in the handwritten signature on the paper?

Mrs. Wirschning: A. Yes.

Q. Isn't it the usual mistake you usually make?

Mrs. Wirschning: A. I don't remember if it is or not, I can't remember that far back. I could have left out --

Q. But you could have left out the letter you left out there, is that correct?

Mrs. Wirschning: A. That's right." (p. 222)

The definite admissions of Mrs. Wirschning that she signed her general release remain in the trial minutes in spite of the wanton fraudulent substitution of unrelated answers and actual imposition of remarks by the court reporter and words stating that the witness is "indicating" and the inclusion of fraudulently created answers three times under the guise of readback by the court reporter. Such deviation from the recording of the spoken word are never found in other trial minutes. Still in this section of the wantonly fraudulently altered trial minutes, pages 217 to 230, sufficient scattered admissions by Mrs. Wirschning remain stating that she signed the general release misspelling her name as she usually did in her peculiar personal way of misspelling her name and also that immediately below the line where Mrs. Wirschning signed her name, misspelling it as she usually does; the defendant typed it correctly and that the defendant typed Mrs. Wirschning's name correctly on all his records and papers, including five times on the general release, spelling her name properly, which was the only way he knew how to spell her name (223-224). The defendant further asked Mrs. Wirschning how she signed the settlement check of \$400.

"that the signature on the back, Elizabeth A. Wirschning, was signed as you usually sign your name, Elizabeth A. Wirschning? Mrs. Wirschning: A. When I was first married I used to sign my name that way, yes." (858)

Further, the culprit, Mrs. Wirschning, admitted that she signed the settlement check during this stated period.

"that was when you were first married, correct? Mrs. Wirschning: A. That's right." (858-859)

Mrs. Wirschning admitted that she had this peculiar personal way of signing her name with her middle initial included only during the early period of her married life at the time of her endorsement of the said \$400 settlement check and that the defendant not



only had no knowledge of this particular personal style of Mrs. Wirschning of her signing her name, but also the check is clearly designated without her middle initial and no where is her middle initial included in the lengthy Allstate Insurance Company records on her and in defendant's memo's, letters, statements and bills to her, all of which are in evidence.

The Allstate Insurance Company complete file on Mrs. Elizabeth Wirschning's personal injury claim was the total real evidence upon which the indictment was claimed to be founded, but it was not the prosecution, but the defendant, who, throughout the trial repeatedly emphasized complete reliance upon such undisputed and unquestioned authentic written records as the unquestioned, undisputed authentic standard of real evidence which must be accepted as the standard by which all inferior oral evidence must be compared to and judged by in ascertaining the truthfulness of all the oral evidence in the trial. Even the wantonly fraudulently altered trial minutes still contain remnants of these often repeated important statements of law and fact by this defendant (26 to 32, 863, 866, 873, 882, 894, 896, 899, 900).

Instead of emphasizing the importance of these unquestioned, authentic records of real evidence, both the judge and prosecutor openly, wantonly, continually, repeatedly, fanatically, frantically, and impishly attempted to thwart any and all efforts of the defendant to inspect, examine, read and have the prosecution's witnesses explain and place in evidence any item of the authentic Allstate Insurance Company file on Mrs. Wlizabeth Wirschning's injury claim. The illegal said efforts of judge and prosecutor were concentrated on minimizing the examination, inspection, reading, explanation and especially the placing in evidence of any item of the said Allstate Insurance Company file on Mrs. Wirschning, which although the total real evidence upon which the indictment was suppositively based, each item of the said real evidence, the unquestioned, authentic Allstate Insurance Company file on Mrs. Elizabeth Wirschning's

injury claim completely contradicted the false indictment that was created through the gestapo like mafia coercion of the gangster District Attorney, Frank Gulotta, and his impish staff.

The defendant repeatedly tried to inspect and examine and read the contents and place in evidence each item of said Allstate Insurance Company file on Mrs. Elizabeth Wirschning's injury claim, but each effort of the defendant was thwarted by said frantic efforts of judge and prosecutor. Finally the dishonest judge, in order to completely prevent the defendant from inspecting, examining, reading and offering any item in evidence of the Allstate Insurance Company file on Mrs. Wirschning's injury claim, the judge ordered this defendant to cease his efforts to do so stating:

"The Court: I think you will have to do it. We will give you until 3 o'clock, by which time you must complete your examination, after all, the file is not in evidence, Mr. Dec. He only used and gave testimony, so I don't see what you can accomplish by going through the file." (438)

Can the prosecution representing the "people of New York State" produce even a kangaroo court decision to support such wanton illegal orders by the dishonest judge, W'm Sullivan.

The defendant repeatedly made efforts to place in evidence the two page typewritten report of the Allstate Insurance Company doctor, Joseph Rosenheck, of this doctor's medical examination of Mrs. Elizabeth Wirschning. The defendant in support of these efforts stated to the imp judge; that the judge had examined the said report and it contains:

"statements in reference to what (the Allstate Insurance Company) their doctor found and what statement the claimant (Mrs. Wirschning) made. (The said report) It is definitely made your Honor, in reference to comparison of these two things, (Dr. Robbins' handwritten bill and Mrs. Wirschning's stated doctor treated injury claim) Because it is alleged in the complaint this is not true. (That the two are identical) This is definitely necessary item.  
The Court: No. I don't think it (said report on Mrs. Wirschning's injury claim medical examination) alleges that so much as other allegations. I do not think it is relevant as to cross examination." (442-443)

Then the court ordered defendant not to cross examine any witness about any of the items of said Allstate Insurance Company file

On Mrs. Wirschning's injury claim and further ordered the defendant to return the last item of the said file, the said two page report on Mrs. Wirschning's medical examination for her total injury claim by the Allstate Insurance Company doctor, to be impounded by the Court.

"The Court: You can't because it is not going to be admitted. You will have to confine your cross examination to what you have there. Give it (Dr. Rosenheck's report) back here to the file (the Allstate file on Mrs. Wirschning's injury claim) because it is not in the case." (444)

Defendant again stressed the fact that the said report of Dr. Joseph Rosenheck states in detail only the injuries claimed by Mrs. Wirschning and contains no other information.

"The Court: I don't think that is it. I have made my ruling. You will have to continue without regard to that statement." (Dr. Rosenheck's report) (444)

In spite of such wanton stifling of defendant's efforts the defendant continued and amid screaming, ridiculous objections by the imp prosecutor, A. Nixon, and the laughs of the jeering fixed jury, the important, undisputed, authentic Allstate Insurance Company doctor, Joseph Rosenheck's report evaluating all of Mrs. Wirschning's personally stated claims of doctor treated injuries against Allstate Insurance Company was admitted into evidence as Defendant's Exhibit I in Evidence.

The same said impish and frantic opposition by judge and prosecutor took place when this defendant made repeated efforts to inspect, examine in detail and read and stress in evidence the contents of the general release and the \$400 settlement check, both of which are addressed to Mrs. Elizabeth Wirschning as the single claimant. The defendant's meticulous steps of proof have remnants in the fraudulently altered trial minutes, when this defendant cross examined Mr. Martino as follows:

"Q. In accordance with the ordinary course of business these (complete Allstate file on Mrs. Wirschning's injury claim) are documents kept to show whose claim was settled, is that not correct? Mr. Martino: A. Yes.

Q. These documents (the Allstate file on Mrs. Wirschning's injury claim) show that only the claim of Elizabeth Wirschning was settled; correct?

Mr. Martino: A. Yes." (473)

Disregarding the continuing wanton harrassment by judge and prosecutor, the defendant took the entire said Allstate file on Mrs. Wirschning's injury claim and read the pertinent headings on each document and all headings state that Mrs. Wirschning was married and her singular personal injury claim was settled by the Allstate Insurance Company (486). Then the defendant verified this fact:

"Q. Is not that sight draft made out only in payment of Elizabeth Wirschning's claim and not in any way in payment of Frederick Wirschning?

Mr. Martino: A. That's right.

Q. The said sight draft and the general release was solely in reference to Elizabeth Wirschning's claim is that not true?

Mr. Martino: A. Right.

Q. Does not Allstate Insurance Company have certain rules in reference to claims made with married women?

Mr. Martino: A. Certain rules?

Q. Yes that are different from women that are not married?

Mr. Martino: A. Are you speaking of loss of services.

Q. Yes.

Mr. Martino: A. When it is a married woman we generally get a release from both husband and wife.

Q. Unless the woman is separated from her husband or widowed is that not correct?

Mr. Martino: A. Right.

Q. From the papers (said Allstate file on Mrs. Wirschning's injury claim) Allstate Insurance Company obtained no release from Mr. Wirschning, did they?

Mr. Martino: A. No." (481-482)

The defendant then stated:

"The witness (Charles Martino) has admitted the usual procedure that with reference to husband and wife claims they require a joint release. Here there is no such release. Said release is in evidence and it only release the party George Sauer, represented by Allstate Insurance Company from the claims of Mrs. Elizabeth Wirschning. Now in my original letter to Allstate Insurance Company I stated that I represented both parties which letter was in the files in the ordinary course of business of the insurance company's files. There after I informed the insurance company that I would no longer continue with the claim of Frederick Wirschning and that I would only prosecute the claim of Elizabeth Wirschning in that she was separating from her husband." (477-478)

The prosecutor and his witnesses confirmed these facts stated by this defendant. The prosecutor produced from hiding the defendant's retainer, that was purloined by detective Becker, it is the written retainer with Mrs. Elizabeth Wirschning and her husband, Frederick Wirschning, marked People's Exhibit 1 in Evidence. In addition to this real evidence, the prosecutor admitted in stating

the people's case that this defendant did duly commence to prosecute both Mrs. Elizabeth Wirschning's personal injury claim and her husband's loss of services claim together in accordance with their signed retainer with this defendant as their lawyer, the prosecutor stated:

"Before that point, shortly after Mr. Dec was retained, he sent a letter to the other side, the other person involved in the accident, stating that he represented Mrs. Wirschning and that letter eventually came into the file of Allstate Insurance Company, giving them notification that Mr. Dec was the attorney for Mr. and Mrs. Wirschning." (16-17)

In confirming defendant's statements of his retainer by Mrs. Wirschning in her impending separation action, the defendant testified:

"I told her (Mrs. Wirschning) that thereafter I would notify the insurance company representative that I would proceed ahead only with her claim for injuries in the matter and I would no longer proceed ahead with her husband's loss of services in that she was going ahead determined to have a separation. She said yes. I contacted the representative of the insurance company and told him I was only proceeding ahead with Mrs. Elizabeth Wirschning's claim for injuries." (752)

Prosecutor Nixon confirmed these undenied facts during cross examination of this defendant:

"A. Nixon: Q. You called in April of 1956, though, that is your testimony?

Mr. Dec: A. In and around April '56." (812)

"Mr. Dec: A. I said I called the Allstate Insurance Company adjuster. I didn't state any name to these people and this jury, and if you want you can read back the evidence. I called the Allstate Insurance Company adjuster and told him that. The Court: As matter of fact, he used the term representative." (812)

"I stated there was a lawyer adjuster representative of the insurance company handling the case (Mrs. Wirschning's claim)." (881)

Thereafter the defendant stressed that the felonious 10% kick-back Charles Martino is not a lawyer and was not an adjuster. The defendant pointed out that the lawyer adjuster of Allstate was:

"It was Mr. Urso. The D.A. knows there was a Mr. Urso in on this claim. Mr. Urso handled this claim up to settlement. The examiner (Charles Martino) only approves the amount of settlement. The adjuster makes the statements and the commitments in negotiation. Mr. Urso was not brought into this trial. I asked Mr. Martino, 'When did you come into this case?' And he said, 'I was the settlement examiner.' The examiner is the supervisor over the adjuster. The adjuster does all the footwork in the case. And I told

Mr. Urso, and Mr. Martino knows that, I was proceeding ahead only with Mrs. Wirschning's claim in that this was a claim for her injuries and that the husband's claim was relatively a nuisance claim, that her claim for injuries was specifically hers and especially in that she was being separated." (881-882)

In spite of this defendant's production of all the unquestioned and undenied real and oral evidence confirming these stated facts, which facts completely contradict the entire indictment. The prosecution never denied or impeached these vindicating facts that the defendant produced through the prosecution's witnesses and the prosecution's real evidence. The total real evidence of the trial and the substantial oral evidence based upon this authentic unquestioned real evidence confirm defendant's retainer by Mrs. Wirschning as her lawyer in her impending legal separation action and this defendant's withdrawal from her husband's loss of services claim because of the defendant's retainer as Mrs. Wirschning's lawyer in her impending separation action. This defendant arranged said withdrawal from Mrs. Wirschning's husband's loss of services claim with Mr. Urso, the Allstate Insurance Company adjuster who handled Mrs. Elizabeth Wirschning's injury claim and negotiated it's settlement with this defendant. The prosecution inadvertently confirms these facts by questioning its witnesses. The prosecutor questioned Charles Martino who inadvertently admitted this defendant's negotiations with Mr. Urso, the adjuster of Allstate Insurance Company, who negotiated and settled Mrs. Wirschning's injury claim with the defendant (411).

The defendant objected to Mr. Martino's hearsay testimony because the negotiations were with Mr. Urso and the judge stated: "you can't talk about that." (411) Thereafter during cross examination Mr. Martino admitted that the first time he requisitioned the Mrs. Wirschning claim file was on 9/27/56, which was three days after his claimed first telephone call to this defendant; in spite of the implying judge's, W'm Sullivan, harassment, this defendant obtained this important admission from Charles, felonious 10% kick-back, Martino:

"Mr. Martino: A. There is a requisition form there when you asked me when I got the file. There are two memos in there one dated 9/27 from me.

Q. What year?

Mr. Martino: There is no date on it, just says 9/27 and right underneath this memo there is another memo from the adjuster.

Q. Both dated 9/27?

Mr. Martino: A. No.

The Court: He didn't tell you.

Mr. Marino: (Continuing) One dated 7 something, I believe -- I think in July from adjuster Urso." (470-471)

In these lengthy statements of Charles Martino still remaining in the fraudulently altered trial minutes Charles Martino further confirms the facts that the defendant negotiated Mrs. Wirschning's injury claim completely with Mr. Urso, the adjuster, and Mr. Martino was the examiner in charge, to whom the adjuster, Mr. Urso, submitted his settlement for approval in accordance with the established business requirements of the Allstate Insurance Company. Charles Martino's reading's from the Allstate file on Mrs. Wirschning's injury claim confirms the defendant's statements of facts that the defendant made all arrangements with Mr. Urso, the adjuster, in April, 1956, for defendant's prosecution of only Mrs. Wirschning's injury claim and this defendant's withdrawal from the husband's loss of services claim because this defendant was Mrs. Wirschning's retained lawyer for her impending legal separation action and by so doing defendant conformed with the Canon of Ethics and this defendant fulfilled the strict procedural requirement of Allstate Insurance Company, namely, that a married woman's claim must be settled with her husband's loss of services claim unless the woman be separated from her husband, or widowed. In spite of these facts, Mr. Urso was never called as a witness by the prosecution although the trial was repeatedly held up by the prosecution for other so called witnesses.

This defendant testified that he entered into an agreement with Mrs. Wirschning to prosecute her legal separation action for \$450 and with:

"a minimum retainer fee of \$150 should she decide during the course, after my completing some works and spending time consulting with her advising her, to discontinue the separation action." (747)

This defendant further testified:

"I told Mrs. Wirschning I would rather not see her go ahead with a separation because there would be very little she could gain and mostly she could gain pain and suffering and humiliation. She was very much upset. In fact, to me appeared she was in hysterics. She told me she would be better off dead then living with her husband the way he was treating her and felt like committing suicide. I was embarrassed and I said I would proceed ahead. Thereafter I went ahead with her and I drew a rough copy of a complaint." (Defendant's Exhibit A in Evidence) (747) "Mrs. Wirschning wanted her husband served." (748) "Thereafter I drew up a more formal copy of her complaint." (Defendant's Exhibit B and C in Evidence) (749) "I called up Mrs. Wirschning to go over the more formal copy of the complaint." (750) "This was in the later part of January (1956) ... she came over and almost in hysterics and she was crying, sobbing that her husband had beaten her ... but I informed her that she was pregnant what appeared to be in an advanced stage and that it would be very very difficult for her not only physically but mentally to undergo the strain during pregnancy or after child birth of a separation." (750-751)

Under defendant's advice Mrs. Wirschning agreed to wait until after her child was born, before proceeding ahead with a separation action. (751) After the birth of her child Mrs. Wirschning notified defendant that her husband had become worse and that she wanted to move ahead with the legal separation action. Defendant agreed with her and informed Mrs. Wirschning of the necessity of him withdrawing from her husband's loss of services claim and thereafter this defendant completed arrangements with Mr. Urso, the Allstate Insurance Company adjuster assigned to the claim, to proceed ahead with only Mrs. Wirschning's personal injury claim and made an appointment for Mrs. Wirschning's medical examination by the Allstate Insurance Company doctor, Joseph Rosenheck, (753) Mrs. Wirschning feared her husband's beatings and because of this repeatedly questioned the defendant whether the defendant was keeping the matter in confidence. Defendant assured Mrs. Wirschning that in accordance with her requests, the entire matter of her matrimonial troubles and defendant's legal works in the matter as her lawyer was being kept in confidence and the defendant stressed this fact in an explanatory statement of charges of their agreed retainer for her separation action, defendant mailed to Mrs. Wirschning on April 27, 1956. (Defendant's Exhibit D in Evidence) (757) Mrs Wirschning received the statement of charges and she told defendant not to



write to her:

"because her husband was around the house and he had picked up other mail that she knew about from other people that she knew and that if he picked up the mail he would know about the impending separation action and give her further abuse and that she would call me up or I was to call her up or she would visit my office, to protect her." (758) Thereafter I asked her; Mrs. Wirschning, we agreed to a fee of \$450. I have undertaken works and services already and you keep promising me to bring in money to make payment and I haven't received anything yet, could you please come to my office or forward me payment on my fees in order that I may go ahead ... as we agreed that you would come in and pay me." (760)

The defendant went along with the Wirschning's to Mrs. Wirschning's medical examination, in order that the husband would not cause a scene in the doctor's office. The day after Mrs. Wirschning's medical examination by the Allstate Insurance Company doctor on May 24, 1956, she called this defendant up and:

"Begged me to go ahead," (762) I told her Mrs. Wirschning you said you would come in and make payment and you haven't paid me anything, I have done works already, You consulted me many times with reference to the matter ... Mrs. Wirschning I would appreciate if you could come in and make payment in your agreement for the separation. She said she would. I said all right, I would wait until she made payment on the agreed figure for the separation. Thereafter she called me up and told me that she had no income and she couldn't make payment that I could take the money out of the settlement for injuries when it came in" (763) "I told her ... I think it would be best for her to give in to her husband and maybe he would improve. She said no. Well, I said I wouldn't be interested in going ahead on the terms of the contingency of being paid on a possibility that she would have a recovery in her injury case ... I said I haven't been paid and I am sure she wouldn't extend the courtesy to me that I have extended to her ... I told her I would go ahead with the separation if we received any recovery on her personal injury claim ... but definitely I would hold off until she made payment. But in the meantime if anything of a sort of an improvement came through she wouldn't have to separate." (765-766) because she was penniless "and alone she couldn't stand up against him and her mother-in-law." (767)

This defendant managed to settle Mrs. Wirschning's injury claim for \$400 and she agreed that she was satisfied. Mrs. Wirschning had no bank account and wanted her settlement money in cash so her husband could not get it (768). Defendant gave Mrs. Wirschning half of the settlement money, \$200, in cash. Mrs. Wirschning stated, she:

"begged me to go ahead." (with her separation action because her husband was worse.) (768)

Mrs. Wirschning offered the \$200 as part payment and told

this defendant, "she would go out to work and live with a girl friend" (769) to earn the balance of the \$450. The defendant told Mrs. Wirschning that she could not possibly accomplish her plan without extreme hardship upon herself and her newly born baby. Instead the defendant stated:

"I will go ahead under one condition, that only will I accept your money if you leave it in escrow as a deposit as part payment on the \$450 charges for your separation and that if I can settle the matter with her husband peaceably out of court and thereby save her much misery, if he is reasonable and I can settle, and most people are reasonable like that, I would not go ahead ... I told her that is the only ground I would go ahead with the separation ... I told her definitely that I would only undertake the separation if she brought in the balance of the other \$250 in reference to her fee for separation. She told me she was agreeable and I said in the interim until she brought in the balance of \$250 she had to consent to permit me to contact her husband to negotiate a friendly settlement agreement and not to go to court and cause her further hardship." (770-771) "I took this envelope and typed her name on it and stating escrow money and I placed her \$200 in the envelope as is my usual procedure to hold escrow monies and usual procedure of attorneys to hold escrow where the client "cannot make complete payment. (771) "I took and put this \$200 in the envelope and put it in her file cabinet and locked it." (772) (Defendant's Exhibit J in Evidence). "Some days later I managed to contact Fred Wirschning and I told him that his wife had retained me for separation" (773) "I told him the situation, He was very much upset." (774) "He was vulgar." (774)

"He (Fred Wirschning) came back after a couple of days and he told me that I couldn't scare him with a separation ... that all the money was in his name, even the car was in his name ... lived in his mother's house ... he had no worries and in fact if things got worse to worse he had been in trouble before, he had no fears, he could run down south to running (stolen) cars again ... and he knew other fellows that were supposed to pay alimony and never paid anything." (776-777) "Thereafter Mr. Wirschning came into my office some days later and told me -- he slightly changed his attitude and he told me he would think it over ... I told his wife I tried to make some sort of a settlement with him ... She told me she was very much interested in going ahead with the separation." (778) "(In December 1956) Mr. Wirschning came into my office and said that he knew that there is a settlement of the injury claim of his wife and what happened to the money. I told him I was not allowed to disclose that." (779)

"I contacted Mrs. Wirschning. She said she didn't know anything about how he could find out." (780) "Thereafter after the turn of the year ... (in 1957) after him asking me several times in the office and on the phone, where is the money ... I called her up a couple times. She wasn't home, and when I call her she said not to worry about it, she would get the money and I wanted to know whether she wanted to go ahead." (781)

Therefore on January 14, 1957, I drew up a statement of account (781). (Defendant's Exhibit E in Evidence) Stating also, "your husband has visited my office several times for your settlement money, he informs me you are living with him and that you have a new home at the end of the Island. If this is so an you no longer desire a separation, please visit my office and I will return you \$50 from your deposit of the \$200 of your settlement money. This is in accordance with our agreement that I have a minimum fee of \$150 for my services in the event of an incomplete separation." After, she phoned me in reference to said letter "She told me that her husband ... was working on a house on the Island and what she gathered he was planning to sell it for a profit" ... (and that) ... she was still living at 42 Honeywell Avenue and she didn't know about moving out to any new house on the Island ... and during argument ... he had found out about the settlement money ... she told me not to believe him .. she told me not to write to her because there is a good possibility of him getting the letters." (783-784)

"Some days later Mr. Wirschning came into my office and told me that he was the head of the household and he was the one that was supposed to get the \$200 and that even though I did works for her separation if I entered into an agreement with her, he had nothing to do with that; that was for me to collect from her." (784) "I called back to the home of Mrs. Wirschning and what usually occurs when I called back before he would get home, I would get her. But I didn't get her on the phone that day." (785) I called up again later in the evening and her husband came to the phone and he

steered the conversation ... about ... when would I give him the settlement money and I told him could he please leave a message for his wife to have her call me ... a few days went by I didn't receive a telephone call from her. I then called up Mrs. Wirschning." (786) "I didn't get an answer ... but when Fred Wirschning appeared in my office again and told me that he was authorized to pick up the money for his wife that she no longer was interested in a separation and that the works I did for a separation were not to be taken out of her settlement money in that he was the head of the household and it was supposed to go to him and I told him to bring his wife in and we would settle the matter. He agreed to bring his wife in. Sometime passed and he didn't bring in his wife. Now I remember writing a letter to both of them in reference to this matter ... I can't find this letter." (787) This was in February (1957) he stated to me not to bother his wife any more, that he had gotten this letter ... Well, I said, the letter stated and you stated you were bringing her into my office ... He told me he didn't have to bring any body into my office and he wanted the money." (788) "Upon his leaving the office I once again tried to call Mrs. Wirschning. She wasn't in. I called again. There was no answer, later in the evening I became highly suspicious ... I called again and I didn't get her ... I knew this was probably a scheme on his part to cheat me out of my fees for services ... The days went by and he would call me." and threaten me. (790) "Thereafter I remember it was around the final days of income tax time. He dropped into my office late in the afternoon ... barged into a conversation that I had better give him the money and in the heat of argument that followed (I told him) this was a scheme on his part to cheat me out of my fees due me for my works and services and consultations to his wife in reference to her intended separation . . . he said -- and further filthier conversation ... that I had better give him the money or else he would fix me ... I told him ... this money (was) being held in escrow he had nothing to do with it and I told him if she came in I would

settle with her ... if she is truthful she will come in or at least write me a postcard or letter." (791-792)

"Thereafter in May he came in with a laugh .. and he told me, 'I might not get the money from you, but you will be sorry you didn't give it to me.' (792) 'I said if he didn't leave I would call the police. I picked up the phone and he left.' (793) 'Thereafter, it was some weeks later the District Attorney telephoned me to come down to his office.' (793) I told him the facts as I now state and instead of immediately arresting me as an assistant, Edward Robinson, threatened to do in his incoherent simple speech; the assistant, Edward Robinson, was taken aside in the corridor by the gangster Frank Gulotta and was held by the shoulder by the mafia type gangster, Frank Gulotta, and told to order detective Becker to go with me immediately to my office to disprove my statements before they arrested me. (798)

Detective Becker took me in custody to my office immediately. At my office detective Becker saw Mrs. Wirschning's injury claim file and I took Mrs. Wirschning's injury claim file envelope out of the locked filing cabinet and showed him the \$200 escrow money in this envelope. (Defendant's Exhibit J. in Evidence) Then detective Becker coercively purloined the injury retainer of Mr. and Mrs. Wirschning (People's Exhibit 1 in Evidence) and like simple Edward Robinson, accused me of ambulance chasing which the "no good" retainer would prove. According to his requests I took out Mrs. Wirschning's separation file folder from the filing cabinet and showed Detective Becker all of the papers in the Mrs. Wirschning separation file folder. Detective Becker "saw the file with reference to her separation." (798)

Thereafter, during my illegal subpoena to the non-existent grand jury hearing, two weeks later, on July 22, 1957, at the District Attorney's office, "I told the District Attorney and detective (Becker) was sitting adjacent to me, that I showed the detective (Becker) the money (\$200). I showed him the file, the

money being held in escrow in the envelope, in her file envelope in the locked cabinet, and the detective signified approval of my statement. He didn't deny it. He said it was there." (795)

"Detective Becker, it was stated by the District Attorney in the opening, was a key link here throughout this proceeding." (884) Now why did the District Attorney not call detective Becker ... As he stated." (885) "Detective Becker was here throughout this trial." (885) "Now detective Becker wasn't called to the stand because on cross examination I would bring out these, these facts that there could be no crime." (889)

During the trial the prosecution's witnesses and all the unquestioned, authentic real evidence confirmed the facts of defendant's legal works and services for Mrs. Wirschning in reference to her retainer of him as her lawyer for her impending legal separation action. Even Mrs. Wirschning temporarily forgot that she knew nothing and admitted to the prosecutor, "Now did you ever consult the defendant concerning a possible separation with your husband? Mrs. Wirschning: A. Yes." (44-45)

Inadvertently, some of Mrs. Wirschning's admissions about defendant's legal works as her retained lawyer for her impending separation action still remain the the fraudulently altered trial minutes. During cross examination Mrs. Wirschning admitted:

"Now Mrs. Wirschning you stated that you had troubles at home with your husband, is that correct?

Mrs. Wirschning: A. Yes I did.

Q. That you contemplated undertaking a separation action correct?

Mrs. Wirschning: A. That's correct.

Q. That you did telephone me in reference to a separation action being undertaken, is that correct?

Mrs. Wirschning: A. That's correct. (64)

Q. At one time did you tell me that you were pregnant and that to obtain funds for a separation you would take a waitress job and you had a girl friend by the name of Rose that would help you get a waitress job?

Mrs. Wirschning: No I didn't. In fact I wasn't pregnant at the time. I already had my child when I called you about the separation case."

(65)

Even the fraudulently altered trial minutes bring out the fact that Mrs. Wirschning admitted that this defendant was her attorney for a certain "the separation case" and that she tele-

phoned the defendant about the progress of the separation case defendant was handling for her. This remaining scintilla of evidence in the fraudulently altered trial minutes undeniably confirms defendant's statement of being retained by Mrs. Wirschning for "the separation case" after many consultations after defendant, "I described to her matrimonial actions in order to see if she could find the type of action she would want." (745) Further, in confirmation of defendant's statements about her husband taking her mail during defendant's retainer for her legal separation action, Mrs. Wirschning admitted:

"Q. In that telephone conversation about the income tax return I had filled out for him did you not mention that you had trouble with your mails and you didn't receive the check?  
Mrs Wirschning: A. Something to that order, yes." (66)

Mrs. Wirschning even confirmed the important statement of fact by the defendant that she was unable to pay defendant the fee for her legal separation action because she had no money and her husband had complete control of her; facts that defendant acquired during his many lengthy consultations with Mrs. Wirschning during his retainer as her lawyer for her legal separation action.

"Q. Have you any income?

Mrs. Wirschning: A. No. I don't

Q. At the time was it not true that your husband had a bank account on his name only?

Mrs. Wirschning: A. Yes it is true." (68)

"Were you ever employed after your marriage?

Mrs. Wirschning: A. No.

Q. Then since your marriage you have worked solely as a housewife; correct?

Mrs. Wirschning: A. That's correct.

Q. You have undertaken no other part time employment whatsoever?

Mrs. Wirschning: A. That's correct." (218)

Further, Fred Wirschning admitted that he could not remember exact dates but it is "quite a few times" he, Fred Wirschning, visited defendant's office. (275) Without leading questions and without single word yes and no answers, Fred, the car thief, Wirschning admitted:

"Q. You state now after due consideration that you came to my office for no other reasons?

Fred Wirschning: A. I came to your office for that reason, but I may have spoken to you about something else while I was there." (282)

The defendant repeatedly attempted to directly prove that Fred, the car thief, Wirschning and his wife are perjurers. The defendant asked:

"Mr. Wirschning, do you remember coming into my office and stating to me that you would return to running (stolen) cars down south?" (321)

Immediately this defendant was thwarted by the imp dishonest judge and prosecutor from bringing out the facts of the felonious background of Fred, the car thief, Wirschning and that Fred Wirschning knew about the \$200 settlement money, being held in escrow by defendant as part payment for his wife's legal separation action and to guarantee this defendant his minimum agreed fee for legal services rendered. The only reason why Fred Wirschning visited the defendant's office many times was because he attempted to coerce the defendant into giving him the escrow money. Defendant questioned:

"Do you remember telling me that you would return to running (stolen) cars down south if your wife didn't forget about the separation action?"

A. Nixon: I object your honor.

The Court: Objection sustained." (322)

Here, even the fraudulently altered trial minutes prove the judge completely set aside the basic concept of the right of the adverse party to cross examine each witness. The imp judge and prosecutor harangued and harassed this defendant in order to force defendant to discontinue his cross examination of Fred Wirschning on prime facts in issue, namely, that Fred Wirschning "was living with negro women." (prostitutes) (841) and that because of this infidelity toward his wife, his wife deposited her share of the settlement money \$200, in escrow with the defendant as part payment toward her legal separation action fee and that Fred Wirschning "would return to running (stolen) cars down south if your wife didn't forget about the separation action." (322)

At the end of the trial, the dishonest judge in kangaroo court style improper comment on the evidence did admit that the ascertained proven evidence during the trial established that the defendant was retained by Mrs. Wirschning for her legal separation action and the



defendant did undertake legal works for the legal separation action.

In the prepared typewritten charge to the jury the judge stated:

"I further charge you that the defendant, Francis E. Dec, performed some legal services for Elizabeth Wirschning with respect to a separation action and that by reason thereof he was entitled to some legal fee for such services, that would not justify him in committing the crimes, the charges in the indictment and his performance of services for the separation action is no defense whatsoever to the counts alleged in the indictment." (970)

This defendant's trial was worse than any gestapo trial in Europe during the Nazi Regime, with a total disregard of defendant's Constitutional Rights to an impartial fair trial. This defendant repeatedly so complained but defendant's complaints have been fraudulently deleted from the record and only a few words of the defendant's repeated condemnation of the gestapo like farce trial of this defendant remain (127-135, 836, 839, 845). Defendant repeatedly complained about the prejudicial false statements and testimony of the lying imp judge, W'm Sullivan, who assisted the prosecution throughout the trial. In efforts to overcome the nearly irrebuttable presumption of regularity favoring this dishonest judge, the defendant finally, in accord with all rules of evidence repeatedly petitioned that in order to confirm the falsehoods and lies of the judge, W'm Sullivan, in accordance with defendant's petitions:

"call members of the jury to the witness stand to prove your Honor stated those prejudicial statements." (132)

The imp, lying judge, W'm Sullivan, refused to do so. The defendant then requested that the falsehoods stated by the dishonest judge could be proven as lies and falsehoods if the end of the prior recorded trial minutes were read back to prove the trial judge's false character testimony in support of the prosecution's witness Nat Birchall and Nat Birchall's fraudulently altered copies of his records of the two non-existent Grand Jury Hearings in the District Attorney's office in July 1957, defendant stated to the judge:

"That such statements were made by your Honor and those statements are also statements that I wish to have restated to refresh my memory and the jury's memory." (150)

The defendant attempted to have the trial judge's prearranged