CITY OF NEW YORK.
OFFICE OF THE MAYOR.

Eugene Brann 72 East 114th St. City

I hereby make charge against the auction rooms of Thomas McAlister situated at University Pl. & 10th St. this city. That said auctioneer has twice wronged me by disposing of my property & fraudulently regained possession of same in order to obtain goods below the actual cost. The present is a charge I prefer against said auctioneer for unlawfully keeping goods for 3 weeks & subsequently selling it at a price which he was enjoined against. To this I can bring proof, that said article was sold in my presence and I protested my property and on the next morning I found it was sold & in possession of the auctioneer as all other articles go to.

Eugene Brann

Sworn for Feby 21/97

Sealed up by auctioneer

97

No connection with any other house, bearing the same name.

. . Office of . .

Bernstein,

Florist and Decorator,

Established 1868.

Decorations a Specialty,

Third Avenue and 68th Street,

Telephone Call, 368, 79th St.

New York, Feb 13 1897

Hon. Wm. L. Strong
Mayor City of New York,
Dear Sir,

I attended a sale at 783-5th ave on the 20th of January 1897, a sheriff's sale conducted by Kleiman, Lutz & Co. at the above place, and purchased several amounts or lots of goods.

I did not receive what I had bought (only partly) and notified the auctioneers on the following A.M.

I have since made several inquiries about the goods and have had their bookkeeper to see me three times, also the auctioneer who sold the goods and still have not received what I paid for.

I wrote them several times and told my attorney about the same.

He advised me to write to you in reference to the matter and to let him know what redress I would get through you.

No connection with any other house, bearing the same name.

. . Office of . .

Bernstein,

Florist and Decorator,

Established 1868.

Decorations a Specialty.

Third Avenue and 68th Street,

Telephone Call, 368, 79th St. New York, 189

The amount is not very large and unless I am compelled to, I do not wish to take legal proceedings to recover the same.

As the license is granted under your authority I herewith make a final appeal to you.

You will kindly give this your immediate attention.

I remain

Respectfully Yours

Felix J. Bernstein

SWAYNE & SWAYNE,
ATTORNEYS AT LAW,

WAGER SWAYNE.
FRANCIS B. SWAYNE.
ALFRED H. SWAYNE.
NOAH H. SWAYNE, 2ND.

EQUITABLE BUILDING,
120 BROADWAY, NEW YORK.

(25)

770

February 16th, 1897.

Hon. William L. Strong, Mayor,
City Hall, New York.

Dear Sir:

We noticed in yesterday's paper an advertisement of an auction of drugs, to be held by A. M. Naarden, Auctioneer, today, at 300 East 42nd Street. Our client Mr. Ashton M. Boney, who was the Complainant against Eugene Dreyfuss in the proceedings as the result of which your Honor revoked license to Dreyfuss, attended the auction with others, and found that the sale was being conducted and goods knocked down largely, if not solely, by Eugene Dreyfuss.

I write this merely to call your attention to the matter, and to suggest to you that little can be accomplished in the matter of purifying our auctions if it is possible for one whose license has been revoked, to use the name of any of the other auctioneers, and continue in business.

Yours very truly,

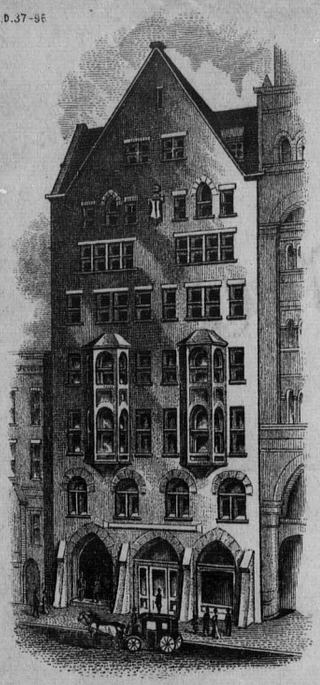
Swayne & Swayne

(F)

Feb. 17

25

S.D.37-96



(26)

SURETY DEPARTMENT.

The City Trust, Safe Deposit & Surety Company of Philadelphia.

INCORPORATED 1886.

Full Paid Capital, $500,000.
Surplus (above reserve) $150,000.

NEW YORK BOARD OF REFERENCE.

Theodore W. Myers, Banker,
Charles W. Dayton, Postmaster,
John McAnerney, Prest. 7th Nat. Bank,
Martin S. Paine, Sec'ty & Treas. Brady Metal Co.

RESIDENT VICE PRESIDENT.

Stephen Farrelly, Manager American News Co.
Vincent H. Lamarche, Assistant Secretary.

COUNSEL.

Dayton, Dunphy and Swift.

JOHN A. SULLIVAN,
General Manager for NEW YORK,
160 Broadway,
JOHN MACRAE,
SPECIAL AGENT.

New York, March 3, 1897. 189

96

Honorable W. L. Strong, Mayor,

City Hall.

Dear Sir:-

I beg to ask that you will be good enough to inform me who are the bondsmen for James P. Silo, Auctioneer, of #43 Liberty Street, this city, who, I understand, filed bonds with you to protect the public from fraudulent sales. The circumstances in my case are that I bought a picture purporting to be a David Murray, A.R.A., of London and on the same being exhibited to Mr. Murray, he has declared it to be a forgery. Mr. Silo has been informed of the circumstances and while he promised several months ago to refund the purchase price which was $75 he delays and now refuses to do so.

Any information that you can give me as tothe proper course to pursue in the matter of this kind, will be appreciated by

Yours very truly,

J. Macrae

Passaic, N. J., March 3rd, 189 7.

To His Honor Mayor Strong:

Dear Sir:-

I am informed that Aucitoneers are directly under the jurisdiction of the mayor in New York City, and therefore, I desire to inform your Honor that on the second day of February, 1897, I consigned goods, valued at $400. to J. Wisz, Auctioneer, #102, Walker St., New York; for the purpose of having them sold by him on commission.

I have positive proof that the goods in question have been sold more than twenty days ago, and have frequently requested him to make return, which he has persistently refused and still refuses to do.

I am old and almost without means and can not afford to lose so much money. I pray Your Honor will investigate the matter and compel him to make return or revoke his license. I remain

Your obeident servant,

Max Richmond
194 Madison St
New York City
per PHR

Thursday

All our *goods* are *examined before shipment*, and *shipped* only in *good order*. As soon as they leave *our control*, consequently *during transportation*, they are at the *risk* of the *buyer*, who should *look* to the *carrier*, in case of *damage* as well as of *loss*.

Sole Agents in the U. S.
FOR:

- MARTELL & CO., COGNAC.
- ESCHENAUER & CO., BORDEAUX.
- JOHS. DE KUYPER & ZOON, ROTTERDAM.
- MIGNOTTE-PICARD & CO., CHASSAGNE-MONTRACHET.
- MATHEUS MÜLLER, ELTVILLE i. RHEINGAU.
- OSCAR GRAFF, TRARBACH A/D MOSEL.
- DIEZ HERMANOS, Successors to YSASI & CO. JEREZ DE LA FRONTERA.
- J. H. ANDRESEN, OPORTO.
- KRUG & CO., REIMS.

Proprietors of "UNICORN" WHISKEYS.

New York, March 16 1897.

Mr Fritz Lindinger,
Liberty & Nassau Sts., City.

Bought of **RENAULD & NIEDERSTADT,**

Formerly Renauld, François & Co.

No. 15 State St. (Battery Park) **& 4 Pearl St.** ESTABLISHED 1835.

1	Hhd. St. Julien, Bottled:				
70/.	Bottles	Plain	@ 31 d	$ 21.70	
100/2	"	"	" 17½ d	17.50	
32/.	"	"Medoc" cap'd & labeled	@ 32 d	10.24	
48/2	"	" "	@ 18½ d	8.88	
32/.	"	St. Julien	" 32 d	10.24	
48/2	"	" "	@ 18½ d	8.88	
32/.	"	Pontet Canet	" 32 d	10.24	
48/2	"	" "	@ 18½ d	8.88	
		Cartage		1.50	
				$ 98.06	

Lafayette 7 98

4th PEREMPTORY SALE.

POSITIVELY WITHOUT RESERVE.

WEDNESDAY, FEBRUARY 19th, 1896,

AT **11.30** IN THE FORENOON.

CATALOGUE OF

GREAT SALE AT AUCTION

OF

Choice California and Imported

WINES AND SPIRITS

DOMESTIC WHISKIES,

Etc., Etc., in Bond and Free, on Dock and in Warehouse by the

NATIONAL WINE ASSOCIATION,

AT THEIR SALESROOM,

82 WATER STREET,

NEAR HANOVER SQUARE **ON 2d AND 3d AVE. ELEVATED R. R.**

W. T. MINUSE, Auctioneer.

DELIVERIES MADE ON AND AFTER FEBRUARY 21st.

CATALOGUES, SAMPLES AND PARTICULARS ON APPLICATION.

SAMPLES will be on show DAY prior to and during the sale.

Consisting of parcels in following lines: California Claret, Reimported Whisky, W. B. Saffel, May, '90, still in Bond, Old Grappa Brandy, J. Dubos & Co.'s Imported French Brandy in Bond. California Muscatel, Claret (including Las Palmas), Martell & Co.'s ★★★ Brandy in Bond. California Ports, J. A. McBrayer Old Bourbon, Fall '95, in Bond at Distillery. Cal. Zinfandel, James Hennessy & Co.'s ★★★ Brandy in Bond; also same shipper's 1893 in octaves, in Bond. Finzi Jamaica Rum in octaves, in Bond, also in cases. Red Heart Rum in cases. Fine Imported Sherries, Pastos, Solera, Manzanilla. Fine Rhine Wine, imported, in cases; Bodenheimer, Hochheimer. Superior Imported Ports, in cases, shipped by Osborn & Co., Oporto. Imported Clarets, Sauternes and Olive Oil, in Bond, shipped by Dubos frères, Bordeaux. Bourbon Whisky in Bond, Snyder, Fall '94; Greenbrier, Spring '93; Belle of Nelson, Spring, '93; Orient, Spring '91; Sunny Side, Fall '91; Imported Oporto and Muscatel, Cal.: Angelica (Eggers), Sherry (Cal. Winery), Madeira. M. S. Bond, Bourbon, Fall '92, in Distillery Bonded Wh., Cal. Champagne. Italian Vermouth, including Martini & Rossi. Old Landed, '84, Alphonse Bellot & Co., Brandy, in casks, in Bond. Imported Holland's Gin, in cases. Garnkirk & Glenlivet Scotch, Imported in cases. California Brandy, Burgundy, Tokay, Hock and Gutedel. N. Y. State Catawba. The Finest Selection of Wines, etc., ever offered.

CONDITIONS OF SALE.

1st.—The highest bidder to be the purchaser, and should any dispute arise, the lot or lots to be put up again and resold.

2d.—Purchasers must pay a deposit if requested.

3d.—The goods must be paid for and removed within five days from date of sale, or should the purchaser or buyers desire to withdraw such goods from Warehouse, prior to the expiration of the five days, the amount of purchase must be paid before Warehouse orders will be issued, the entire amount purchased must be paid for at one time.

4th.—Wines and spirits in casks are sold at the gauges and proof up to date of sale. All Charges paid to date of sale by the sellers, afterwards they remain at the buyer's risk and expense, fire insurance, however, will be covered for five days.

5th.—The buyer of the first parcel of any lot to have the option of taking the whole at the same figure, if he so declare his intention at the time of purchase.

6th.—The auctioneers guarantee all goods to be as represented, and as per samples; the whole of the goods having been open for inspection and sampling, no allowance therefor will be made on any pretense, and the goods will be at buyer's risk from time of sale, fire insurance excepted as aforesaid.

7th.—Brokers to declare their principals at the conclusion of sale.

8th.—Should any dispute arise with regard to unsatisfactory deliveries, the matter to be left to arbitration, one person to be selected by the auctioneers, and another by the buyers; should these two parties fail to agree, they to select and call in a third person as referee and the decision of the majority of these three parties shall be considered binding, the expenses of such arbitration to be paid by the parties against whom the decision is given.

9th.—In order to protect our clients we request them to be particularly careful in examining the goods when taking delivery, as the vendors and auctioneers will not entertain any claims for breakage or shortage where a clean receipt has been given at the Warehouse. And when by request of purchasers, we ship by express or truckman, the goods are so shipped at buyer's risk and expense, our responsibility ceasing when the goods leave the Warehouse.

10th.—As we render account sales to our consignees within 10 days from date of sale, no claims can be entertained unless made on or before February 26th.

11th.—No goods can be delivered during the sale, nor prior to February 21st.

CATALOGUE

WEDNESDAY, FEBRUARY 19th, 1896,

AT 11.30 A. M.

SOLD FOR ACCOUNT OF WHOM IT MAY CONCERN.

CALIFORNIA CLARET.

Ex. Dock.

Lot No.	Marks.	Quantity.	Description.
1		25 bbls. about 50 gals. @ per gal.	

REIMPORTED
DOMESTIC WHISKY IN BOND.
BOURBON.

W. B. Saffel.

Inspection May, 1890.

Reimported and stored at Terminal Warehouse Co.'s Warehouse.

Still in Government Hands. Proof 102°/104°.

Sold Tax Paid and Regauge.

2	W. B. Saffel	11 bbls. about 46 gals. each @ per gal.

FINE OLD GRAPPA BRANDY.

Ex. Warehouse.

Sold Duty Paid.

3	Fine Old Grappa Brandy	6 cases @ per case.

buyer

H

IMPORTED FRENCH BRANDY, in casks.

J. Dubois & Co. Cognac

Shipped by Messrs. Dubos Frères, Bordeaux.

In U. S. Bonded Warehouse, 508 *Washington Street.*

Sold in Bond—proof about 110°/111°.

Lot No.	Marks.	Quantity.	Description.
4	Z.	10	octaves about 20 gals. @ per gal.
5	"	10	" " " "
6	"	5	" " " "

Martell
write: Jamaica
Feb. 12/96

CALIFORNIA MUSCATEL.

Guaranteed prime and to roll bright.

7	10 bbls. about 50 gals. @ per gal.	
8	5 half bbls. about 25 gals. "	

CALIFORNIA CLARET.

For account of

Messrs. Thomas McMullen & Co., New York City.

From The Las Palmas Vineyard of the Cupertino Wine Co.
Cupertino, California.

Wine Guaranteed prime and in fine condition.

9	Las Palmas	25	cases, qts., @ per case.
10	Vintage, 1890.	10	" pts., "
11	The Ch: Lafite of	25	" qts., "
12	California	10	" pts., "
13		25	" qts., "
14		5	" pts., "

See Hennessy perhaps

P

20 of Spirits

(to order) Shipped by Geo. A. Boggs & Co.
30 & 31 West St.

party in London
no agent's name

IMPORTED FRENCH BRANDY.

In Bond to arrive.

Shipped by Messrs. Martell & Co., Cognac.

15	★★★	25 cases @ per case.

$10 - 15 cy
$10 - 10 cy

Rennell & Niederstadt

CALIFORNIA PORT.

Guaranteed 20 per cent. alcohol and 8 per cent. saccharine.

Egger's Vineyard Co., Fresno, Cal.

Ex. Dock to arrive.

Lot No.	Marks.	Quantity.	Description.
16	Port	25	bbls. about 50 gals. @ per gal.

BOURBON WHISKY IN BOND.

J. A. McBrayer. Original. Inspection Fall '95.

In Distillery Warehouse, Louisville, Ky.

All charges paid to January 24, 1896.

As per warehouse certificates.

17	J. A. McBrayer	30 bbls. about 46 gal. @ per proof gal.

CALIFORNIA ZINFANDEL.

Ex. Warehouse.

Withdrawn

18		25 bbls. about 50 gal. @ per gal.

IMPORTED FRENCH BRANDY, in casks.

Shipped by Messrs. James Hennessy & Co., Cognac.

Ex. U. S. Bonded Warehouse, 8 *Bridge Street.*

Proof 110°/114°. Sold Regauge. Duty Paid.

Vintage 1893.

19	James Hennessy & Co.	2–⅛ casks about 20 gals. each @ per gal.

1/8 $4.80
1/8 $4.85

Ch. Rauschenberg Co.

FINE IMPORTED JAMAICA RUM, in casks.

Shipped by Messrs. Finzi, Kingston, Jamaica.

Ex. U. S. Bonded Warehouse, 60 *Greenwich Street.*

Proof 114°/116°. Sold Regauge. Duty Paid.

20	Finzi Jamaica Rum	2–⅛ casks about 20 gals. ea. @ per gal.

1/8 $3.10
1/8 $3.25

FINE IMPORTED RED HEART JAMAICA RUM.

Shipped by Messrs. Henry White & Co., London.

Ex. Warehouse. (Free)

Sold Duty Paid.

Lot No.	Marks.	Quantity.	Description.
21	Red Heart Rum	5 cases each 12 bots. @ per case.	

FINE IMPORTED JAMAICA RUM.

Shipped by Messrs. Finzi, Kingston, Jamaica.

Bottled in Kingston, Jamaica. Sold Duty Paid.

22	Finzi Jamaica Rum	3 cases each 12 bots. @ per case.

IMPORTED SHERRY, in cases.

In U. S. Bonded Warehouse, 40 West Street.

Shipped by Adolfo Tosar & Co., Jerez de la Frontera.

23	Vino de Pasto	7 cases @ per case.
24	Jerez Solera	9 " "
25	Manzanilla Extra	4 " "

FINE RHINE WINE, Imported in cases.

Shipped by Messrs. M. & C. Newberger, Creuzenach a/R.

Ex. Warehouse. (Free)

Sold Duty Paid.

26	Bodenheimer	5 cases qts. @ per case.
27	Hochheimer	5 " " "

IMPORTED OPORTO PORT, in cases.

Shipped by Messrs. Osborn & Co., Oporto.

Bottled in Oporto. Sold Duty Paid.

Ex. U. S. Bonded Warehouse, Pinto's Stores, Brooklyn.

Lot No.	Marks.	Quantity.	Description.
28	18 J.O. 36	50 cases, 12 botts. each @ per case.	

IMPORTED CLARETS AND SAUTERNES.

Shipped by Messrs. Dubos Frères, Bordeaux.

Ex. U. S. Bonded Warehouse, 40 West Street.

Sold Duty Paid.

29	St. Estephe (Pierre Comet.)	10 cases qts. @ per case.	
30	"	10 " pts.	"
31	Ch: La Rose (Pierre Comet.)	10 " qts.	"
32	"	10 " pts.	"
33	Barsac (Pierre Comet.)	10 " qts.	"
34	"	10 " pts.	"
35	Sauternes (Pierre Comet.)	10 " qts.	"
36	"	10 " pts.	"

BOURBON WHISKY IN BOND.

Sold as per Distillery Warehouse Certificates.

37	Snyder, Fall '94	5 bbls.	@ per proof gal.	
38	Greenbrier, Spring '93	5 "	"	"
39	Belle of Nelson, Spring '93	10 "	"	"
40	Orient, Spring '91	10 "	"	"
41	Sunnyside, Fall '91	10 "	"	"

IMPORTED MUSCATEL AND OPORTO, in cases.

Shipped by Messrs. Jimenez & Lamothe, Malaga, Spain.

Ex. Store Duty Paid.

Lot No.	Marks.	Quantity.	Description.
42	Muscatel	7 cases	@ per case.
43	Oporto	7 "	"

Henry E. Jourd

CALIFORNIA ANGELICA.

Guaranteed 20 per cent. alcohol and 11 per cent. saccharine.

Egger's Vineyard Co., Fresno, Cal.

Ex. Dock to arrive.

44 10 bbls. about 50 gals. @ per gal.

CALIFORNIA SHERRY.

California Winery, Sacramento, Cal.

Ex. Dock to arrive.

45 California Winery, Sacramento. 20 bbls. about 50 gals. @ per gal.

CALIFORNIA MADEIRA.

Guaranteed prime and to roll bright.

46 2 bbls. about 50 gals. @ per gal.
47 2 half bbls. about 25 gals. @ per gal.

CALIFORNIA SHERRY.

Ex. Warehouse.

Guaranteed prime and to roll bright.

48 ★★★ 25 bbls. about 50 gals. @ per gal.

DOMESTIC WHISKY IN BOND.

BOURBON.

M. S. Bond.

Original inspection, Fall '92.

In Distillery Warehouse.

All charges paid to January 24, '96.

Lot No.	Marks.	Quantity.	Description.
49	M. S. Bond	20 bbls. about 46 gals.	@ per proof gal.

CALIFORNIA ZINFANDEL.

Ex. Warehouse.

50 25 bbls. about 50 gals. @ per gal.

CALIFORNIA MADEIRA.

Ex. Warehouse.

Guaranteed prime and to roll bright.

51 2 bbls. about 50 gals. @ per gal.
52 2 half bbls. about 25 gals. @ per gal.

BRANDY, in cases.

Ex. Warehouse.

53 Lagrange & Co. 20 cases @ per case.

Martell writes Feb 12/96 exists in Cognac Can find no such house in Cognac or Bordeaux

IMPORTED FRENCH BRANDY, in cases not registered

Shipped by Messrs. James Hennessy & Co., Cognac.

In Bond to arrive.

54 ★★★ 20 cases @ per case.

Ed. Blackburn & Co.

CALIFORNIA CHAMPAGNE, Extra Fine.

Ex. Warehouse.

Lot No.	Marks.	Quantity.	Description.
55	Theo. Boucher & Cie.	10 cases,	qts. @ per case.
56	" "	10 "	pts. "

CALIFORNIA PORT.

Ex. Warehouse.

Guaranteed prime and to roll bright.

57	7 bbls. about 50 gals.	@ per gal.
58	8 " " "	"
59	10 " " "	"
60	7 half bbls. about 25 gals.	@ per gal.
61	8 " " "	"
62	10 " " "	"

ITALIAN VERMOUTH.

Ex. Warehouse.

63 25 cases Italian Vermouth @ per case.

VERY FINE IMPORTED FRENCH BRANDY, in cask.

Shipped by Messrs. Alphonse Bellot & Co., Cognac.

In U. S. Bonded Warehouse, 508 *Washington Street.*

Landed 1892—proof 112°/116°.

Sold Regauge. Duty Paid.

64 Alphonse Bellot & Co. No. 2 — 1 hhd. about 80 gals. @ per gal.

No stell wrks. Pres 18/96
no such house. Must
be mist by merch
Alphonse Bellot Cognac
sign
No registration
year 2
in Cognac

HOLLAND GIN, IMPORTED, in cases.

Guaranteed pure.

Sold Duty Paid.

Ex. Warehouse.

Lot No.	Marks.	Quantity.	Description.
65	Dew Drop Gin	5 cases each	15 qts. @ per case.
66	Burgermeister Gin	5 "	15 " "

Daniel Feller Dom
Schiedam
reg 781
not found
by ack
unknown
brands

FINE JAMAICA RUM.

Shipped by Messrs. Tom & Cameron, London.

Ex. Warehouse.

Duty Paid.

67 Jamaica Rum — 5 cases each 12 bots. @ per case.

SCOTCH WHISKY, IMPORTED, in cases.

Ex. Warehouse.

Duty Paid.

68	Garnkirk	5 cases each	12 bots. @ per case.
69	Glenlivet	5 "	12 " "

OLIVE OIL, in cases.

Shipped by Messrs. Dubos Frères, Bordeaux.

Ex. U. S. Bonded Warehouse, 40 *West Street.*

Sold Duty Paid.

70	5 cases qts.	@ per case	1 doz. qts.
71	5 " pts.	"	2 " pts.
72	5 " ½ pts.	"	2 " ½ "

Crescent Distillery.

The C. B. Cook Co., Cinthiana, Ky.

Ex. Warehouse.

Lot No.	Marks.	Quantity.	Description.
	Pure Copper Distilled		
73	Bourbon Whisky	25 cases @ per case.	
	Guaranteed Pure.		
74	"	25 "	"

CALIFORNIA BURGUNDY.

Guaranteed prime and to roll bright.

75	3 bbls. about 50 gals. @ per gal.
76	5 half bbls. about 25 gals. "

CALIFORNIA TOKAY.

Guaranteed prime and to roll bright.

77	3 bbls. about 50 gals. @ per gal.
78	5 half bbls. about 25 gals. "

CALIFORNIA HOCK.

Guaranteed prime and to roll bright.

79	5 bbls. about 50 gals. @ per gal.
80	5 half bbls. about 25 gals. "

CALIFORNIA BRANDY, Tax Paid.

Ex. Warehouse.

81	2 bbls. about 50 gals. @ per gal.
82	5 half bbls. about 25 gals. "

ITALIAN VERMOUTH.

Shipped by Messrs. Martini & Rossi, Turin, Italy.

Ex. Warehouse.

W. A. Taylor & Co.

Lot No.	Marks.	Quantity.	Description.
83	M. & R. Vermouth di Torino,	25 cases @ per case.	

CALIFORNIA ZINFANDEL.

Ex. Warehouse.

Withdrawn

84	25 bbls. about 50 gals. @ per gal.

CALIFORNIA BRANDY, Tax Paid.

Ex. Warehouse.

85	2 bbls. about 50 gals. @ per gal.
86	5 half bbls. about 25 gals. @ per gal.

DOMESTIC WHISKY, in cases.

Ex. Warehouse.

87	20 cases @ per case.

BRANDY, in cases.

Shipped by Messrs. Tissot Frères, Cognac.

Ex. Warehouse.

Sold Duty Paid.

88	★★★	6 cases @ per case.

Mr Marshall writes March 12/96 does not exist. Name of firm not in Tissot Frères Directory

No registration in Cognac

CALIFORNIA GUTEDEL.

Guaranteed prime and to roll bright.

Lot No.	Marks.	Quantity.	Description.
89		2 bbls. about 50 gals. @ per gal.	
90		2 half bbls. about 25 gals. @ per gal.	

N. Y. STATE CATAWBA.

Guaranteed prime and to roll bright

91		2 bbls. about 50 gals. @ per gal.
92		5 half bbls. about 25 gals. @ per gal.

ITALIAN VERMOUTH.

Ex. Warehouse.

93		20 cases Italian Vermouth @ per case.

RYE WHISKY, Tax Paid.

Buffalo Distilling Co.'s.

Five years old.

Ex. Warehouse.

94	Old Rye Whisky	15 bbls. @ per gal. regauge.

OLD CALIFORNIA BRANDY.

In Bond.

Wine Growers' Association.

Fall, 1892.

95		10-½ bbls. about 20 gals. @ per gal.

END OF SALE.

96

23d PEREMPTORY TRADE SALE.

POSITIVELY WITHOUT RESERVE.

TUESDAY, JULY 21st, 1896,

AND REGULARLY EVERY TUESDAY,

AT 1 P. M.

CATALOGUE OF

GREAT TRADE SALE

OF

Choice California and Imported

WINES AND SPIRITS

DOMESTIC WHISKIES,

Etc., Etc., in Bond and Free, on Dock and in Warehouse, by the

NATIONAL WINE ASSOCIATION,

AT THEIR SALESROOM,

82 WATER STREET

NEAR HANOVER SQUARE — **ON 2d AND 3d AVE. ELEVATED R. R.**

W. E. POGGI, Auctioneer.

DELIVERIES MADE ON AND AFTER JULY 23d.

CATALOGUES, SAMPLES AND PARTICULARS ON APPLICATION.

SAMPLES will be on show **DAY** of and during the sale.

Consisting of parcels in following lines: Claret and Sauternes, in cases, Imported Port Wine, California Claret, Johannisberger Riesling, Extra Fine California Sherry. Fine Old Grappa Brandy. Domestic Whisky, in cases. Sweet Catawba and Angelica, in cases. Imported French Brandy, Fine Imported Brandy, in cases, Bourbon Whisky, Reimported Rye Whisky, Reimported Old California Brandy. California Port, California Muscatel, Very Fine California Port. Fine Imported Brandy, in casks. Fine Domestic Champagne. Fine Imported Scotch Whisky, in cases. California Champagne, extra fine, California Madeira, California Hock, California Tokay. Imported French Brandy, in casks. California Angelica, California Burgundy, California Gutedel. Brandy, in cases. Imported French Champagne, California Riesling. Very Fine California Brandy. Apple Jack. Rhine Wine, in cases. Canadian Rye Whisky. Italian Vermouth, Fine Imported Chianti. Bourbon Whisky, in cases. California Zinfandel. Blackberry Brandy. Sundries. Fine Imported Claret. Bass & Co.'s Finest Pale Ale, in bottle, Scotch Ale, in stone pint bottles. Prune Juice. Bitters, etc., in cases. Rye Whisky, Old Tom Gin, in cases, etc., etc., etc

CONDITIONS OF SALE.

1st.—The highest bidder to be the purchaser, and should any dispute arise, the lot or lots to be put up again and resold.

2d.—Purchasers must pay a deposit if requested.

3d.—The goods must be paid for and removed within five days from date of sale, or should the purchaser or buyers desire to withdraw such goods from Warehouse prior to the expiration of the five days, the amount of purchase must be paid before Warehouse orders will be issued; the entire amount purchased must be paid for at one time.

4th.—Wines and spirits in casks are sold at the gauges and proof up to date of sale. All Charges paid to date of sale by the sellers, afterwards they remain at the buyer's risk and expense; fire insurance, however, will be covered for five days.

5th.—The buyer of the first parcel of any lot to have the option of taking the whole at the same figure, if he so declare his intention at the time of purchase.

6th.—We guarantee all goods to be as represented, and as per samples; the whole of the goods having been open for inspection and sampling, no allowance therefor will be made on any pretense, and the goods will be at buyer's risk from time of sale, fire insurance excepted as aforesaid.

7th.—Brokers to declare their principals at the conclusion of sale.

8th.—Should any dispute arise with regard to unsatisfactory deliveries, the matter to be left to arbitration, one person to be selected by the auctioneers, and another by the buyers; should these two parties fail to agree, they to select and call in a third person as referee, and the decision of the majority of these three parties shall be considered binding, the expenses of such arbitration to be paid by the parties against whom the decision is given.

9th.—In order to protect our clients we request them to be particularly careful in examining the goods when taking delivery, as the vendors and auctioneers will not entertain any claims for breakage or shortage where a clean receipt has been given at the Warehouse. And when by request of purchasers we ship by express or truckman, the goods are so shipped at buyer's risk and expense, our responsibility ceasing when the goods leave the Warehouse.

10th.—As we render account sales to our consignees within 10 days from date of sale, no claims can be entertained unless made on or before July 28th.

11th.—No goods can be delivered during the sale, nor prior to July 23d.

CATALOGUE

TUESDAY, JULY 21st, 1896,

AT 1 P. M.

SOLD FOR ACCOUNT OF WHOM IT MAY CONCERN.

CLARET AND SAUTERNES, in cases.

Ex Warehouse.

Lot No.	Marks.	Quantity.	Description.
1	Margaux	20	cases, qts., @ per case.
2	Lafite	20	" " "
3	St. Emilion	20	" " "
4	St. Julien	20	" " "
5	Haut Sauternes	10	" " "
6	Barsac	10	" " "

IMPORTED PORT WINE.

Sold Duty Paid.

Ex Warehouse.

7 2–$\frac{1}{8}$ casks @ per gal.

CALIFORNIA CLARET.

Ex Warehouse.

Lot No.	Marks.	Quantity. Description.
8		5–½ bbls. @ per gal.

JOHANNISBERGER RIESLING.

Ex Warehouse.

9		10 bbls. @ per gal.

EXTRA FINE CALIFORNIA SHERRY.

Varnished Oak Cooperage.

Ex Warehouse.

10	La Rosa, 1888	5–½ bbls. @ per gal.

FINE OLD GRAPPA BRANDY.

Ex Warehouse.

11		10 cases @ per case.

DOMESTIC WHISKY, in cases.

Ex Warehouse.

12	O. F. C.	10 cases @ per case.
13	Pepper 655 case	20 " "

SWEET CATAWBA AND ANGELICA, in cases.

Ex Warehouse.

14	Sweet Catawba	6 cases @ per case.
15	Angelica	6 " "

IMPORTED FRENCH BRANDY.

In U. S. Bonded Warehouse.

Sold in Bond or Duty Paid.

Shipped by Messrs. J. & F. Martell & Co., Cognac.

Lot No.	Marks.	Quantity. Description.
16	★★★ in Bond 1075	15 cases @ per case.

FINE IMPORTED BRANDY, in cases.

In U. S. Bond, 31 *West Street.*

Sold in Bond.

Shipped by Mr. C. G. Bolanachi, Alexandria, Egypt.

17	Fine Champagne Cognac	25 cases Brandy @ per case in Bond. 160 case 5 case
18	Grande Fine Champagne Cognac	12 " 180 " 170.6 case " " 6 case

BOURBON WHISKY.

Sold Tax Paid.

Ex Warehouse.

19	Old Taylor, Spr. '93	2 bbls. @ per gal.
20	Sunnybrook, Fall '93 & Willow Creek, Spr. '93	2 " "
21	Samuel's, Spr. '90	1 " "

REIMPORTED RYE WHISKY.

Tax Paid.

22	G. W. Jones, Fall '90	3 bbls. @ per gal.

REIMPORTED
OLD CALIFORNIA BRANDY.

Sold Tax Paid.

Vintage 1888. Sold re-gauge.

Lot No.	Marks.	Quantity.	Description.
23		3–½ bbls.	@ per proof gal.

CALIFORNIA PORT.

Vintage 1890.

From Fresno Vineyard Co., Fresno, Cal.

Ex Warehouse.

24	3 bbls.	@ per gal.

CALIFORNIA MUSCATEL.

25	25 bbls.	@ per gal.

CALIFORNIA CLARET.

26	25 bbls.	@ per gal.

VERY FINE CALIFORNIA PORT.

Vintage 1894.

Guaranteed 20 per cent. alcohol and 8 per cent. saccharine.

Shipped by Natoma Vineyard Co., Natoma, Cal.

Ex Ely's, 60 Greenwich Street.

27	25 bbls.	@ per gal.

FINE IMPORTED BRANDY, in casks.

In Bond.

Shipped by C. G. Bolanachi, Alexandria, Egypt.

Ex U. S. Bonded Warehouse, 30 West Street.

Lot No.	Marks.	Quantity.	Description.
27A	1893	10 casks about	40 gals. @ per gal., in bond.
28A	1884	10 "	27 " " "
29A	1884	10 "	15 " " "

FINE DOMESTIC CHAMPAGNE.

Shipped by The Crescent Wine Co., Hammondsport, N. Y.

Ex Warehouse.

27B	Chevrette Pere & Fils Epernay Grand Brut	17 cases, pts., @ per case.

FINE IMPORTED SCOTCH WHISKY, in cases.

In Bond.

Shipped by Mr. Peter Dawson, Glasgow, Scotland.

Ex U. S. Bonded Warehouse.

27C	Princess Liqueur Scotch Whisky	25 cases @ per case, in bond.
28C	Regalia Whisky	25 " " "

CALIFORNIA PORT.

Guaranteed prime and to roll bright.

Ex Warehouse.

28	10 bbls.	@ per gal.
29	10 "	"
30	5 "	"

CALIFORNIA CHAMPAGNE, Extra Fine.

Ex Warehouse.

Lot No.	Marks.	Quantity.	Description.
31	Theo. Boucher & Cie.	10 cases,	qts., @ per case.
32	" "	10 "	pts., "

CALIFORNIA MADEIRA.

Ex Warehouse.

Guaranteed prime and to roll bright.

33	2 bbls. @ per gal.
34	3-½ bbls. "

CALIFORNIA MUSCATEL.

35	25 bbls. @ per gal.

CALIFORNIA HOCK.

Guaranteed prime and to roll bright.

36	2 bbls. about 50 gals. @ per gal.
37	5 half bbls. about 25 gals. "

CALIFORNIA TOKAY.

38	25 bbls. @ per gal.

IMPORTED FRENCH BRANDY, in casks.

Shipped by Messrs. J. Dubois & Co., Cognac.

In U.S. Bonded Warehouse, 508 *Washington Street.*

Sold in Bond—proof about 110°/111°.

39	Z	3-⅛ casks about 20 gals. each @ per gal.

CALIFORNIA PORT.

Lot No.	Marks.	Quantity.	Description.
40	Port	25 bbls. @ per gal.	

CALIFORNIA ANGELICA.

41	25 bbls. about 50 gals. @ per gal.

CALIFORNIA BURGUNDY.

Ex Warehouse.

42	25 bbls. @ per gal.

CALIFORNIA GUTEDEL.

Guaranteed prime and to roll bright.

43	2 bbls. about 50 gals. @ per gal.
44	3 half bbls. about 25 gals. "

BRANDY, in cases.

Messrs. Jules Maurie & Co., Cognac.

Ex Warehouse.

Sold Duty Paid.

45	★★★	15 cases @ per case.

IMPORTED FRENCH CHAMPAGNE.

Shipped by Messrs. Paul Dumont & Cie., Epernay.

Ex U. S. Bonded Warehouse.

Sold in Bond.

46	21 cases, qts., @ per case, in Bond.

CALIFORNIA RIESLING.

Lot No.	Marks.	Quantity. Description.
47		25 bbls. @ per gal.

VERY FINE CALIFORNIA BRANDY.

Distilled by E. M. Grimes, Yountville, Cal.

Inspection Fall '94, Proof 100°.

Sold re-gauge in Bond, New York.

All charges paid to date of sale.

48 6–½ bbls. @ per proof gal. in Bond.

APPLE JACK.

Tax Paid.

Ex Warehouse.

Proof about 100°

49 Apple Jack 1 bbl. @ per gal.

RHINE WINE, in cases.

Ex Warehouse.

50	Niersteiner	20 cases @ per case.
51	Hochheimer	20 " "
52	Rudesheimer	20 " "

CANADIAN RYE WHISKY.

Ex Warehouse.

51 Canadian Whisky 10 cases @ per case.

ITALIAN VERMOUTH.

Ex Warehouse.

Lot No.	Marks.	Quantity. Description.
54		25 cases @ per case.

FINE IMPORTED CHIANTI.

Shipped by Signor A. Merlini, Florence, Italy.

55 Puro Vino Chianti / Chianti Superiore 5 cases, qts., @ per doz.

BOURBON WHISKY, in cases.

Bottled at the Distillery by The C. B. Cook Co., Cynthiana, Ky.

Ex Warehouse.

56 18 cases @ per case.

CALIFORNIA ZINFANDEL.

57 25 bbls. @ per gal.

CALIFORNIA CHAMPAGNE, Extra Fine.

Ex Warehouse.

58	Lamonde Pere & fils	10 cases, qts., @ per case.
59	" "	10 " pts., "

BLACKBERRY BRANDY.

Ex Warehouse.

60	2 bbls. @ per gal.
61	5–½ bbls. "

CALIFORNIA CLARET.

Ex Warehouse.

Lot No.	Marks.	Quantity. Description.
62	N	25 bbls. @ per gal.

BRANDY, in cases.

Messrs. Valet, Minôt & Cie., Cognac.

Ex Warehouse.

Sold Duty Paid.

63	★★★	15 cases @ per case.

SUNDRIES.

Ex Warehouse.

64	"Lagrange" Cognac	7 cases	@ per case.
65	"Pepper" Whisky	25 "	"
66	O. F. C. Whisky	5 "	"

FINE IMPORTED CLARET.

Duty Paid.

Ex Warehouse.

67	Rioja Claret	15 cases, qts.,	@ per doz.
68	"	40 doz. pts.,	" doz.

CALIFORNIA ZINFANDEL.

Ex Warehouse.

69	25 bbls. about 50 gals. @ per gal.

VERY FINE CALIFORNIA BRANDY.

Distilled by I. De Turk, Santa Rosa, Cal.

Inspection Fall '94. Proof 102°.

Sold re-gauge in Bond, N. Y. All charges paid to date of sale.

Lot No.	Marks.	Quantity. Description.
70		1 bbl. @ per proof gal., in Bond.
71		3-½ " " " "

BASS & CO.'S FINEST PALE ALE, in bottle.

Bottled by Messrs. W. A. Ross & Bro., Belfast and Liverpool.

Ex Warehouse.

72	Bass & Co. △ Pale Ale.	5 cases, each 4 doz. pts., @ per doz.

SCOTCH ALE, in Stone Pint Bottles.

Brewed by Messrs. R. Younger & Co.,
St. Ann's Brewery, Edinburgh, Scotland.

Shipped by T. Train & Co., Glasgow, Scotland.

Duty Paid.

73	TT	10 bbls. @ per doz. pts.

PRUNE JUICE.

Ex Warehouse.

74	2-½ bbls. @ per gal.

ITALIAN VERMOUTH.

Ex Warehouse.

75	25 cases @ per case.

BITTERS, etc., in cases.

Ex Warehouse.

Lot No.	Marks.	Quantity.	Description.
76	Orange Bitters	6 cases @	per case.
77	Boonekamp	6 "	"
78	Kümmel	6 "	"

RYE WHISKY.

Sold Tax Paid.

79	Meadville, Spr. '90 Pure Rye	2 bbls. @	per gal.
80	" Fall '90	2 "	"

BRANDY, in cases.

Lenoir Fils & Co., Cognac.

Ex Warehouse.

81 ★★★ 10 cases @ per case, wired.

OLD TOM GIN, in cases.

Ex Warehouse.

82 Cavendish Sons & Co. 12 cases @ per case.

END OF SALE.

54th PEREMPTORY TRADE SALE.

POSITIVELY WITHOUT RESERVE.

TUESDAY, JAN. 26, and WEDNESDAY, JAN. 27, 1897,

AT 11 A. M.

CATALOGUE OF

GREAT TRADE SALE

OF

Choice California and Imported

WINES AND SPIRITS

DOMESTIC WHISKIES, FINE CIGARS, GROCERIES,

Etc., Etc., in Bond and Free, on Dock and in Warehouse, by the

NATIONAL WINE ASSOCIATION,

AT THEIR SALESROOM,

82 WATER STREET

NEAR HANOVER SQUARE. **On 2d and 3d Ave., Elevated R. R.**

W. E. POGGI, Auctioneer.

DELIVERIES MADE ON AND AFTER FEBRUARY 3d

CATALOGUES, SAMPLES AND PARTICULARS ON APPLICATION.

SAMPLES will be on show DAY of and during the sale.

Consisting of parcels in the following lines: Groceries, etc. Fine Cigars. California Claret. California Riseling. California Sherry. California Port. Fine California Muscatel. Fine California Tokay. Hammondsport Sherry. Imported Port Wine. Imported Burgundy. Bass & Co.'s Imported Pale Ale. Very Fine Imported Sherry. Canadian Whisky. Imported Kirsch Wasser. Imported Old Tom Gin. California Burgundy. California Zinfandel. Imported French Brandy. Fine Blended Rye Whisky. Claret, in cases. Brandy, in cases. Sherry and Port, in cases. Very Fine California Champagne. California Brandy. Blackberry Brandy. Italian Vermouth. Fine Old Grappa Brandy. Domestic Holland and Old Tom Gin, in casks. Kümmel, in casks. Domestic Whisky. Fine Imported Rhine Wines, in cases. Fine Imported Brandy, in casks and in cases. California Hock. Domestic Whisky, in cases. Imported Demerara Bitters, etc., etc.

100,000 FINE CIGARS and 50,000 CIGARETTES.

Hearing set down for Friday 1st 1897

CONDITIONS OF SALE.

1st.—The highest bidder to be the purchaser, and should any dispute arise, the lot or lots to be put up again and resold.

2d.—Purchasers must pay a deposit if requested.

3d.—The goods must be paid for and removed within five days from date of sale, or should the purchaser or buyers desire to withdraw such goods from Warehouse prior to the expiration of the five days, the amount of purchase must be paid before Warehouse orders will be issued; the entire amount purchased must be paid for at one time.

4th.—Wines and spirits in casks are sold at the gauges and proof up to date of sale. All Charges paid to date of sale by the sellers, afterwards they remain at the buyer's risk and expense; fire insurance, however, will be covered for five days.

5th.—The buyer of the first parcel of any lot to have the option of taking the whole at the same figure, if he so declare his intention at the time of purchase.

6th.—We guarantee all goods to be as represented, and as per samples; the whole of the goods having been open for inspection and sampling, no allowance therefor will be made on any pretense, and the goods will be at buyer's risk from time of sale, fire insurance excepted as aforesaid.

7th.—Brokers to declare their principals at the conclusion of sale.

8th.—All goods are sold subject to quantities being more or less, and goods being on hand.

9th.—Should any dispute arise with regard to unsatisfactory deliveries, the matter to be left to arbitration, one person to be selected by the auctioneers, and another by the buyers; should these two parties fail to agree, they to select and call in a third person as referee, and the decision of the majority of these three parties shall be considered binding, the expenses of such arbitration to be paid by the parties against whom the decision is given.

10th.—In order to protect our clients we request them to be particularly careful in examining the goods when taking delivery, as the vendors and auctioneers will not entertain any claims for breakage or shortage where a clean receipt has been given at the Warehouse. And when by request of purchasers we ship by express or truckman, the goods are so shipped at buyer's risk and expense, our responsibility ceasing when the goods leave the Warehouse.

11th.—As we render account sales to our consignees within 10 days from date of sale, no claims can be entertained unless made within 5 days from delivery.

12th.—No goods can be delivered during a sale, nor prior to February 3d.

CATALOGUE

TUESDAY, JANUARY 26th, and WEDNESDAY, JANUARY 27th.

AT 11.00 A. M.

SOLD FOR ACCOUNT OF WHOM IT MAY CONCERN.

GROCERIES, ETC.

Lot No.	Marks.	Quantity.	Description.
1	Fresh Roasted Coffee	20 bags,	about 125 lbs. @ per lb.
2	French Marble Soap	5 cases,	each 54 cakes, @ per case.
3	Castile Soap	5 "	" " "
4	Tar Soap	10 "	" " "
5	Bartlett Pears	7 cases,	each 24 cans, @ per can.
6	Chinese Bulbs	50 baskets,	each 150 bulbs, @ per basket.
7	Dried Peaches	3 bags,	each about 70 lbs., @ per lb.
8	Lobster Roe	10 cases,	each 2 doz., @ per doz.
9	Ball Potash	24 "	each 4 doz. balls, "
10	Fruit Juice	32 "	each 1 doz., "
	MAX AMS' JELLIES.		
11	Tutti Frutti in goblets	8 cases,	each 2 doz., @ per doz.
12	Imported Sardines in oil	8 cases,	each 100 cans, @ per can.

FINE CIGARS.

Lot No.	Marks.	Quantity.	Description.	
13	Rose Bud	$\frac{1}{20}$ 2000	Perfectos, long filler	@ per 100
14	Pearl Beauty	" 1500	" Havana seed wrapper, long filler,	"
15	Mi Amor	" 4900	Conchas Especiales	"

CIGARS—Continued.

Lot No.	Marks.	Quantity.		Description.	
16	La Marinella	$\frac{1}{20}$	4900	Conchas Finos	@ per 100
17	La Ventura	"	1600	Conchas Especiales	"
18	La Rosa de Dondiego	$\frac{1}{10}$	1800	Pattis	"
19	La Reunion	"	900	Londres Grande	"
20	La Rosa de Santiago	$\frac{1}{20}$	450	Conchas Finas Especiales	"
21	La Rosa de la Habana	"	1450	Londres Grande	"
22	La Flor de Loria	"	1750	Conchas Especiales	"
23	La Carolina	"	2350	"	"
24	La Winona	$\frac{1}{10}$	2400	Regalia de la Reina	"
25	El Conde Duque	$\frac{1}{20}$	250	Conchitas	"
26	El Euterpe	"	7700	Diplomaticos	"
27	Vista de Planta	$\frac{1}{10}$	600	Reina Victoria	"
28	La Marinella	"	2900	Londres Grande	"
29	La Rosina	"	3900	Reina Fina	"
30	El Duque	"	2900	Londres Chico	"
31	Mi Bandera	$\frac{1}{20}$	1400	Conchas Especiales	"
32	La Winona	$\frac{1}{10}$	900	Londres Grande	"
33	La Euterpe	"	2300	Regalia Extra	"
34	"	"	1800	Reina Victoria Especiales	"
35	La Compensation	$\frac{1}{10}$	5000	Reina Victoria, Havana seed wrapper, mixed Havana filler,	"
36	Gold Plume	$\frac{1}{20}$	500	" "	"
37	"	$\frac{1}{40}$	500	" "	"
38	Imported	$\frac{1}{20}$	500	" "	"
39	La Perla	"	500	" "	"
40	Diamond Crown	"	6500	Perfectos	"
41	R. G. Dunn	"	8200	"	"
42	Sweet Rose	"	7850	"	"
43	Robert Fulton	"	8350	"	"

CALIFORNIA CLARET.

Lot No.	Marks.	Quantity.	Description.
44	B. Dreyfus & Co:	1 bbl.	@ per gal.

CALIFORNIA RIESLING.

45	R.	1 bbl.	@ per gal.

CALIFORNIA SHERRY.

46	D.	5 bbls.	@ per gal.

CALIFORNIA PORT.

47	B.	20 bbls.	@ per gal.

FINE CALIFORNIA MUSCATEL.

48	Muscatel	1 bbl.	@ per gal.

CALIFORNIA PORT.

49	A.	25 bbls.	@ per gal.

FINE CALIFORNIA PORT.

50	Port	3 bbls.	@ per gal.

FINE CALIFORNIA TOKAY.

51	Tokay	1-$\frac{1}{2}$ bbl.	@ per gal.

HAMMONDSPORT SHERRY.

Lot No.	Marks.	Quantity. Description.
52	Sherry	4 bbls. @ per gal.

CALIFORNIA PORT.

53	Port 	50 bbls. @ per gal.

IMPORTED PORT WINE.

In Bond.

Shipped by Mr. F. Durand, Port Vendres, Spain.

54	Port	15-$\frac{1}{8}$ casks @ per gal. in bond.

IMPORTED BURGUNDY.

Shipped by James Vigonet, Nuits, France.

55	Chambertin	10 doz. qts. @ per doz.

BASS & CO.'S IMPORTED PALE ALE.

Duty Paid.

Shipped and Bottled by Messrs. Robert Porter & Co.,

London, England.

56	Bull Dog Brand	25 bbls., each 8 doz. pts., @ per doz.
57	"	18 doz. pts., "

VERY FINE IMPORTED SHERRY.

In Bond.

Shipped by the Marquéz de Mudela, Madrid, Spain.

Ex U. S. Bonded Warehouse, 508 *Washington Street.*

Lot No.	Marks.	Quantity.	Description.	
58	XX No. 10745.	1 hhd.,	pale, medium dry, @ per gal.,	in bond.
59	Dorado No. 10738.	1 "	very fine, golden,	"
60	Abocado No. 10740.	1 "	fine, sweet Oloroso,	"
61	Dry No. 10743.	1 "	fine, pale and dry,	"

CANADIAN WHISKY.

62	Canadian Whisky	15 cases @ per case.

IMPORTED KIRSCH WASSER.

Shipped by Mr. Girolamo Luxardo, Zara, Italy.

63	Kirsch Wasser	17 cases @ per case.

IMPORTED OLD TOM GIN.

In Bond.

Shipped by Messrs. Robert Preston & Co., Liverpool.

Sold subject to Duty.

Ex S. S. "Teutonic."

In U. S. Bonded Warehouse, 58 *Greenwich Street.*

64	Old Tom Nos. 1-5	7-$\frac{1}{4}$ casks @ per gal. in bond.

CALIFORNIA BURGUNDY.

Lot No.	Marks.	Quantity.	Description.
65	H. R. H.	4 bbls.	about 50 gals. @ per gal.
66	J. S.	2 "	" "

CALIFORNIA ZINFANDEL.

67	H. R. H.	10 bbls.	about 50 gals. @ per gal.
68	G.	5 "	" "

CALIFORNIA CLARET.

69	Claret	10 bbls.	about 50 gals. @ per gal.
70	B. ooo	4 "	" "
71	V/s	5 "	" "

FINE IMPORTED PORT.

Ex "Patria."

Shipped by the Sociedad Vinicola, Tarragona, Spain.

In U. S. Bonded Warehouse, No. 8 Bridge Street.

72	Royal 48	12–¼ casks @ per gal. in bond.

IMPORTED FRENCH BRANDY.

Shipped by Messrs. J. Dubois & Co., Cognac.

Tax Paid.

73		5 octaves @ per gal.

Misrepresentation

Penal Code N.Y. Sec. 364, §5, 6 & 7

No such firm in Cognac

FINE BLENDED RYE WHISKY.

Lot No.	Marks.	Quantity.	Description.
74	Monongahela Rye	5 bbls.	@ per gal.
75	Cabinet Rye	5 "	"

FINE IMPORTED BRANDY, in cases.

In U. S. Bond, 31 West Street.

Sold in Bond.

Shipped by Mr. C. G. Bolanachi, Alexandria, Egypt.

76	Fine Champagne Cognac	40 cases	Brandy @ per case in bond.
77	Grande Fine Champagne Cognac	20 "	" " "

CLARET, in cases.

Domestic Bottling.

78	Medoc	25 cases	@ per case.
79	St. Julien	25 "	"
80	Pontet Canet	25 "	"
81	Margaux	25 "	"

District Place

near Bordeaux (France) from which this stuff does not come

BRANDY, in cases.

Messrs. Jules Maurie & Co., Cognac.

Domestic Bottling.

Sold Duty Paid.

82	★★★	15 cases @ per case.

There is no such firm in Cognac.

no duty could be paid, since domestic manufacture

SHERRY AND PORT, in cases.

Domestic Bottling.

83	Royal Crest Sherry	9 cases	@ per case.
84	London Dock Port	9 "	"

VERY FINE CALIFORNIA CHAMPAGNE.

Lot No.	Marks.	Quantity.	Description.
85	Extra Dry, Napoleon Cabinet	10 cases,	qts., @ per case.
86	"	10 "	pts., "
87	De Moray & Cie. Dry Verzenay	10 "	qts., "
88	" "	10 "	pts., "

CALIFORNIA BRANDY.

Distilled by Petaluma Dist. Co., Cal.

Inspection Fall '92, Proof about 100°.

Sold re-gauge in Bond, New York.

All charges paid to date of sale.

89 10-½ bbls. @ per proof gal. in bond.

BLACKBERRY BRANDY.

90	XXX	15	bbls. @ per gal.
91	"	20-½	" "

Misrepresentation

ITALIAN VERMOUTH.

Domestic Bottling.

92 50 cases @ per case.

VERY FINE CALIFORNIA BRANDY.

Distilled by I. De Turk, Santa Rosa, Cal.

Inspection Fall '94. Proof 102°.

Sold re-gauge in Bond, N. Y. All charges paid to date of sale.

93	1	bbl. @ per proof gal., in bond.
94	5-½	" " " "

Misrepresentation

BRANDY, in cases.

Messrs. Valet, Minôt & Cie., Cognac.

Domestic Bottling.

Sold Duty Paid.

No such firm. not imported

Lot No.	Marks.	Quantity.	Description.
95	★★★	20 cases @	per case.

VERY FINE CALIFORNIA BRANDY.

Tax Paid.

96	Petaluma, Fall, '92	2-½	bbls. @ per proof gal: re-gauge.
97	Wm. Hill, Spr.' 92	1-½	" " "

VERY FINE CALIFORNIA ZINFANDEL.

98	D.B.	10	bbls. @ per gal.
99	G.	5	" "

VERY FINE CALIFORNIA BURGUNDY.

100 ◇H◇ 25 bbls. @ per gal.

FINE OLD GRAPPA BRANDY.

101 10 cases @ per case.

DOMESTIC HOLLAND AND OLD TOM GIN, in casks.

Tax Paid.

102	Imperial Swan	2-½	bbls. @ per gal.
103	Old Tom	2-½	" "

CALIFORNIA PORTS.

Lot No.	Marks.	Quantity.	Description.
104	OOOO	5 bbls.	@ per gal.
105	B.H.	2 "	"

KÜMMEL, in casks.

106	Kümmel	5-½ bbls.	@ per gal.

DOMESTIC WHISKY.

Sold Tax Paid.

Double Stamped Goods.

107	Overholt, Spr. '89	2 bbls.	@ per proof gal. re-gauge.
108	Dillinger, Spr. '93	2 "	" "

RHINE WINES, in cases.

Domestic Bottling.

Misrepresentation

109	Steinberger Cabinet	25 cases, qts.,	@ per case.
110	Rudesheimer	25 " "	"
111	Binger Riesling	25 " "	"
112	Niersteiner	25 " "	"
113	Deidesheimer	25 " "	"
114	Laubenheimer	25 " "	"

all places in Germany, from which this stuff does not come

generally bears the name of Bertram & Co. Geisenheim. There is no such house

FINE IMPORTED RHINE WINE, in cases.

Sold Duty Paid.

Domestic Bottling.

Shipped by M. A. Joseph, Bingen-o/R.

115	Binger	20 cases	@ per case.

FINE IMPORTED BRANDY, in casks.

In Bond.

Shipped by C. G. Bolanachi, Alexandria, Egypt.

Ex U. S. Bonded Warehouse, 30 West Street.

Lot No.	Marks.	Quantity.	Description.
116	1884	3 casks about 15 gals.	@ per gal., in bond.

FINE IMPORTED COGNAC BRANDY, in cases.

Cognac is in France, not in Egypt. Probably made up in Hamburg, Germany. Comes by German steamers.

In U. S. Bond, 31 West Street.

Sold in Bond.

Shipped by Mr. C. G. Bolanachi, Alexandria, Egypt.

117	Fine Champagne Cognac	40 cases Brandy	@ per case in bond.
118	Grande Fine Champagne Cognac	20 " "	" "

CALIFORNIA CLARET.

119	C	1 bbls. about 50 gals.,	@ per gal.
120	B.H.	5 " "	"
121	Q.	1 " "	"
122	M.	10 " "	"
123	L.B.	4 " "	"

CALIFORNIA HOCK.

124	G.& C.	2 bbls. about 50 gals.	@ per gal.
125	S	1 " "	"

ITALIAN VERMOUTH.

126	50 cases	@ per case.

No doubt made in America, probably 42 Vesey St or 44 N. J. City (artificial) stuff comes from where most of this stuff comes.

DOMESTIC WHISKY, in cases.

Lot No.	Marks.	Quantity.	Description.
127	Tuxedo Club	12 cases @	per case.
128	Kentucky Club	12 "	"
129	Fine Old Rye	12 "	"

CALIFORNIA MUSCATEL.

130	B. 000	2 bbls. about 50 gals. @ per gal.

VERY FINE CALIFORNIA CHAMPAGNE.

131	Extra Dry Napoleon Cabinet	10 cases,	qts., @ per case.
132	"	10 "	pts., "
133	De Moray & Cie. Dry Verzenay	10 "	qts., "
134	" "	10 "	pts., "

IMPORTED DEMERARA BITTERS.

In Bond.

In U. S. Bonded Warehouse, 30–31 *West Street.*

135	N.W.A. Nos. 1-5	5 cases, each 24 half bots., @ per case.

END OF SALE.

CITY OF NEW YORK.
OFFICE OF THE MAYOR.

Mr. Hedges:

In the matter of the complaint against Wm E. Poggi an auctioneer, Mr. B. F. Einstein, his Counsel, saw Mayor Strong yesterday & was informed that the hearing was set down for Feb. 1st next. Mr. Einstein leaves to day for a two weeks absence from the City & asks that the hearing be adjourned to Feb. 15.

We will be obliged to you if you would notify us by mail, if the request is acceded to.

Yours truly
Einstein & Dowsend
32 Liberty St

SIRS:

Take notice that the within is a copy of a

this day duly entered and filed in the office of the Clerk of the within named Court.

Dated, New York, 1896.

Yours &c.,

SAMUEL G. ADAMS,

Attorney for

To

In the matter of
charges
~~Plaintiff~~
against
William E. Poggi
an auctioneer
~~Defendant~~

Brief for Complainants

SAM'L G. ADAMS,
Attorney for Wine & Spirit Traders Society
58-62 BROADWAY,
NEW YORK CITY.
Lemuel J. Dourst
of Counsel

Due and timely service of a copy of the within

..... is hereby admitted.

Dated, ... 189

.....

Attorney for .....

C. B. MERWIN, PRINTER, 218 FULTON ST., N. Y.

Fol.1 In the matter of the Wine :
and Spirit Traders Society : Brief for Complainants
of the United States :
against :
William E. Poggi, :
Auctioneer
:

STATEMENT

The complaint against the Auctioneer is particularly set forth in the first three pages of the official stenographer's
2 Minutes herewith submitted, and the charges therein set forth are brought under the provisions of Sec. 1994 of the Consolidated Act Laws of 1882, Chap. 410 which are as follows.

"The Mayor on the complaint of any person having been "defrauded by any auctioneer, or the clerk, agent, or "assignee of such auctioneer doing business in the City and "County of New York, is hereby authorized and directed to "take testimony under oath relating thereto; and if the "same charge shall, in his opinion, be sustained, then he
3 "shall revoke the license granted, and commit the parties for "trial according to law, and direct the bonds to be for-"feited ."

The facts establisged by the evidence are that on July 21, 1896, Harry Seymour purchased a certain quantity of liquors to wit, Vermouth, Claret Wine, Kummel and Rhine Wine in Bottles, which goods were catalogued, cried out and sold by William E. Poggi at No. 82 Water Street; that Seymour paid a sum of money for the same that he received a Bill or Voucher therefor, that the catalogue in evidence

4 indicated such goods to be imported and the labels affixed to the bottles indicated them to be the product of certain countries to wit: The Vermouth, from Italy, the claret wine from Bordeaux, France and the Kummel and Rhine Wine from Germany.

The said labels were imitations of the genuine and therefore false and counterfeit and that the liquor contained in said bottles was not what the labels thereon indicated it to be. See testimony, Mr. Taylor, Mr. Renauld and Mr. Ruttmann. This evidence stands uncontradicted upon the record.

The only defense to the charges attempted to be established

5 by counsel for Poggi, was Poggi's non-knowledge of the character of the goods, as he was simply an agent as it were of the National Wine Association, his principals.

Upon cross examination Poggi admitted he had been 25 years buying and selling liquors nine years of which he had been in the employ of witness Taylor's firm selling Vermouth.

There was no other witness for the defense and therefore the fraudulent character of the goods in question is absolutely undisputed, in point of fact conceded by Poggi, as no testimony oral or otherwise was introduced on his part,

6 to establish the genuineness of his goods, quite an easy matter for him to do, as he must have had an invoice or a Bill of the goods if they were genuine, and one must indeed stretch his imagination to almost limitless bounds in order to believe that this man Poggi with all his years of experience in the liquor business was an innocent tool in the hands of designing persons.

The offense charged against Poggi in this complaint is declared to be misdemeanor by sections 364 and 428 of the Penal Code and for which Poggi was formerly indicted but
7 which through error and inadvertence in the District Attorney's office was dismissed.

The Mayor is not controlled by any arbitrary rules governing inquiry in these cases, the granting and revocation of licenses is placed solely within his discretion, and it is only necessary that "if the charges made shall in his opinion be sustained he shall revoke the license"

See Cons. Act. Sec. 1994 p 482

in Laws N. Y. 1882 Chap. 41

The subject of the jurisdiction of the Mayor in the
8 cases of Auctioneer's licenses is exhaustively discussed and the history of the legislation on the subject of licensing auctioneers set forth at length in the case of the People ex rel August Schwab against Hugh J. Grant, Mayor 126 New York Court of Appeals, Reports, p 473; this case established that the exeix exercise of this discretion on the part of the Mayor is not subject to revision or control, were it otherwise the right to regulate and control the business of auctioneer which has been exercised by the Lehis-
9 lature as one of its acknowledged police powers, never questioned from Colonial times to the present, would be greatly interfered with if not defeated.

The attempt by counsel for Poggi to confuse the complainants witnesses upon cross examination by endeavors to show that it was customary for wholesale importing houses to sell in bulk wines from a certain district in France

and bottle them unlabelled for the customer failed. It was an effort to divert from the present inquiry.

Even such a course was legitimate, such wines were actually imported from foreign wine growing districts: In such case, there was no misrepresentation by the seller, the wines were actually imported and of foreign production.

That this may be clearly understood, Counsel for Complainant respectfully asks to be indulged for a moment if he ~~deposits~~ departs from the main issue in order to explain. What was sold? A cask of St. Julien. St. Julien is a Bordeaux wine of the Medoc District in France. This cask was bottled for the buyer, the cask being his property, the bottling was at his request. Some of the bottles were labelled "St. Julien Bordeaux", some Medoc Bordeaux and others, Pontet Canet, St. Estaphe, St. Emilion and hundreds of others. St. Julien is Medoc and Bordraux wine as represented and Medoc is Bordraux wine and Pontet Canet is Medoc and is Bordeaux Wine. Where is the misrepresentation? In addition thereto the names St. Julien, Medoc, Pontet Canet Etc. have become generic names in the trade, not indicative of the quality or price but solely of the origin and the place of production.

That this may be more clearly understood, Counsel has taken the liberty of appending hereto a small outline or map showing the wine growing district in France and the contiguity of the places named.

The fact that the indictment against defendant for offending against section 364 of the penal code was dismissed should have no weight in the consideration of this xxxxxxxx

case. The defendant was never actually tried upon the indictment, hence was never acquitted of the charge, the
13 District Attonry merely advised dismissal of it upon information or recommendation laid before him, and he may upon discovery, that he was deceived by erroneous or false information, agains submit the matter to another Grand Jury and indictment would follow if that body saw fit and the defendant could not avail himself, by pleading dismissal of the former indictment nor would it be a bar to prosecution of and trial under the second indictment.

The Mayor's powers in cases of this character are of the nature of extra judicial methods, he is not bound by open
14 or judicial inquiry, nor the technicalities of law in the admission of rejection of evidence he may resort to private inquiry and such other means of ascertaining the character and reputation of applicants for auctionners licenses as he sees fit, the issuance of suchx a license is not a matter of right but solely a privilege to the applicant and granted only upon the discretion of the appointing Power, if in the opinion of that functionary it should be granted.

Respectfully Submitted
Samuel G. Adams
Attorney for Wine & Spirit Trade Society

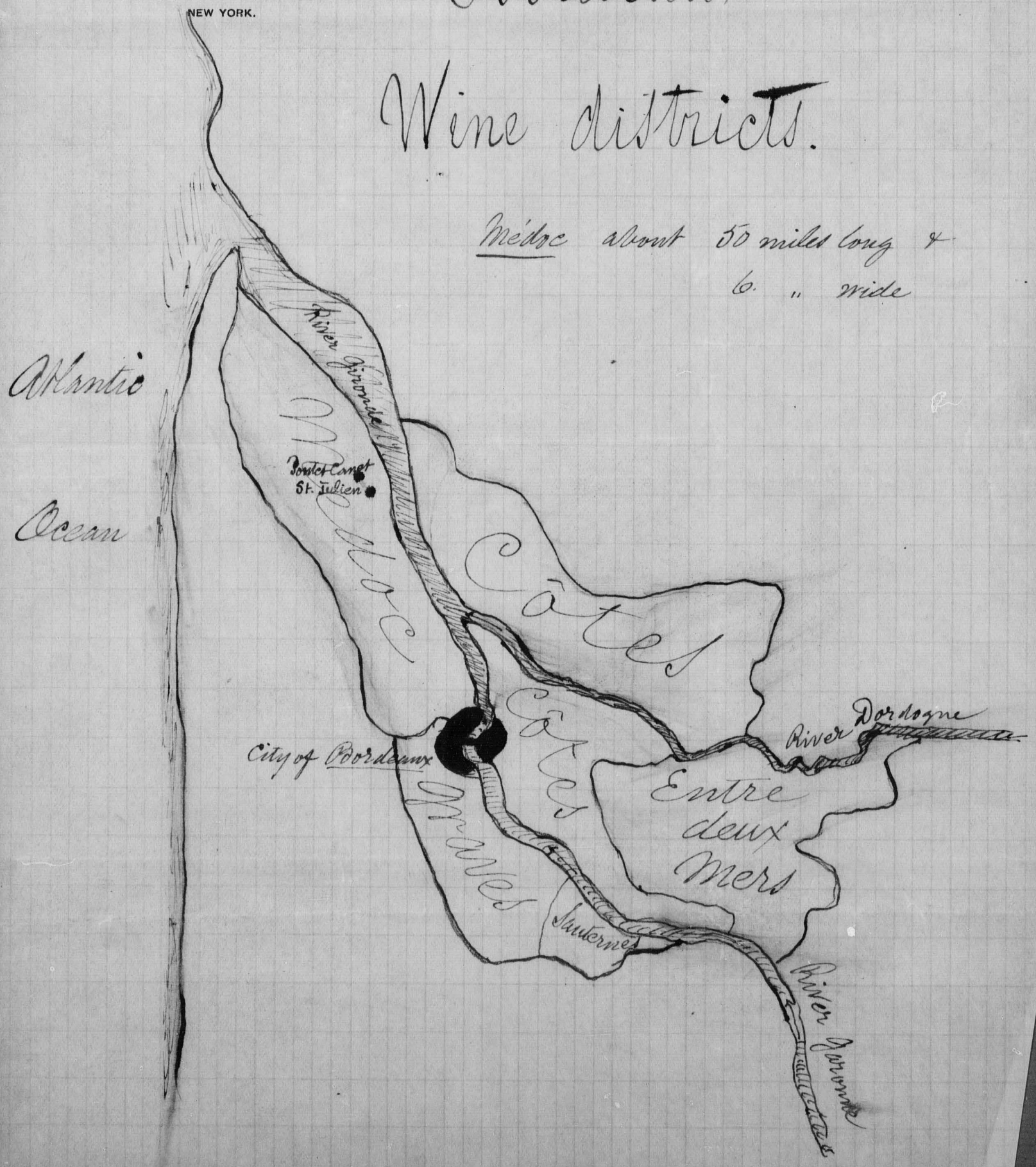
Lemar J. Douras
of Counsel

RENAULD & NIEDERSTADT,
FORMERLY
RENAULD, FRANÇOIS & CO.
ESTABLISHED 1885.
15 STATE ST. (BATTERY PARK) & 4 PEARL ST.,
NEW YORK.

N.Y. Mch. 30/97

Bordeaux Wine districts.

Médoc about 50 miles long &
6. " wide



J. DAVIS,
Manufacturer of and Dealer in
FINE HAVANA CIGARS,
Box trade a specialty at wholesale prices.
163 East 110th Street.

New York, March 30 1897

Honorable Mayor,
City of New York

Dear Sir!

I state to you that in a business transaction, which I had with Mr Henry Illingh. (Auctioneer) at a sale.

The goods that I purchased at said sale were represented to me as Meerschaum and Amber, but when delivered I found them to be imitation.

Paid a deposit of Ten (10) dollars on a purchase of Forty Seven and 24/100. dollars.

I refused to pay balance, but offered to return goods if the (auctioneer) would return deposit.

He refused this proposition and

J. DAVIS,

Manufacturer of and Dealer in

FINE HAVANA CIGARS,

Box trade a specialty at wholesale prices.

163 East 110th Street.

New York, ... 189

threatens to sue and also have me arrested for receiving goods under false pretenses.

Will call upon your Honor to morrow and hope to be granted an interview and be more explicit

Yours Respectfully

J. Davis.

FORM M. 10M. 8-93.

686 BROADWAY. New York, May 12, 1897.

Dear Sir:-

The list of auctioneers which we wrote you for on the 8th of May, we would like to obtain as quickly as possible. A number of auctioneers are selling goods with our labels--procured in some surreptitious manner--and we wish to inform them of the fraud being practised upon them and us

Trusting to receive this list from you shortly, we are

Very truly yours,

The F.B.Q.Clothing Co.

Copy

Deposit ..... New York, May 7 1897

Mrs Henry

Bought of **Eighth Ave. Auction Co.,**

GENERAL AUCTIONEERS
AND APPRAISERS, . . .

Furniture Sales Every Tuesday and Friday at 11 A. M.

414 EIGHTH AVE., near 31st St.

36a	Feathered		60
62	Husk Mattress		80
116	2 Paintings C 75	1	50
121	Soft top Mat		45
132	Bronze Ornament		30
149	Rug & Chair		75
148	W. S. Chair		75
164	2 Jardiniers		75
165	Bronze Fig		40
166	do do		70
170	2 Pictures		70
182	Bolster		30
191	Terra Cotta Fig		40
212	Spread		30
202a	Pr Portiers	1	80
233	Pr Pictures	1	60
240	Pr Placques		30
249	3 Shades		45
260	Pr Portiers	1	20
264	Bureau		70
273	Rug Corner Chair	1	45
291	Mirror	1	60
316	Mantel Drapery		60
356	W. W. Dec.	1	50
364	Pr Pictures		50
384	Rug		40
339	Picture		90
		21	70

97

414 8th avenue

Mr Bijon L. Burrows
Chief Clerk Mayors office

My Dear Sir

In answer to yours of the 12th inst., refering to complaint of Mrs Mary Henry, I beg leave to state, that the mattrass she complain of us overcharging, we have given her credit for, on her bill, as the inclosed statement will clearly show.
We also had her charged $180 for mattrass which she bought, rather than have any dispute, we have cheerfully deducted from her bill.
In fact My Dear Sir she has no valid complaint against me, whatsoever, she paid her bill in full, and after doing so, she began to abuse one of our customers, and using most shameful language, we could not persuade her to desist, and in her rage she swore vengeance

against the firm, and demanded her money back in full.
We being conscious of no wrong doing refused said demand, hence the complaint.
Trusting this explanation of the matter will be satisfactory

I Remain
Most Respectfully Yours
Samuel Lesberger

New York May 13/97.

CROMWELL G. MACY,
COUNSELLOR AT LAW,
No. 261 BROADWAY,

(27)

NEW YORK, May 3, 1897

Hon. WILLIAM L. STRONG,

Mayor of the City of New York.

Sir,-

I forward herewith, a petition for the investigation of the facts and circumstances connected with an auction sale, conducted by william W. Fogg, a licensed auctioneer of the above city.

It is claimed, one Emil Eppers, a grocer, contrived by and with the aid of said Fogg, to dispose of his property at auction upon a wholly unreasonable notice, and that said Eppers, with the aid of such auctioneer, effectually defrauded his creditors and placed his property beyond the reach of process of the Courts.

My clients are large losers by the illegal and unjustifiable methods of some of the auctioneers of this city, and I submit due regard for the mercantile interests of the grocery trade, demands that immediate action be taken to compel auctioneers to refrain from assisting fraudulent debtors in making secret and unconscionable disposition of their property.

The officers of the J. H. Mohlman Co., are at the service of your Honor, should an investigation of the above transaction be ordered.

I am,
With very great respect,
Very sincerely yours,

Cromwell G. Macy

Counsel for plaintiff.

N. N. Tag 1897
126

To The HONORABLE,

W I L L I A M L. S T R O N G ,

M a y o r of the City of N ew York.

S I R ;-

Your petitioner respectfully shows, that at the times hereinafter mentioned, one William W. Fogg, was an auctioneer, duly appointed by your Honor, and qualified and acting as such, and having an office or place of business at 150 Broadway, in said City of New York.

That on April 26th, 1897, the J. H. Mohlman Company was a domestic corporation, organized and maintained under the Laws of the State of New York, and conducted business as a wholesale grocer at 330 Greenwich Street, in the City aforesaid.

That on said April 26th, one Emil Eppers, was engaged in business as a retail grocer, and had his grocery store at the corner of 142nd Street and Willis Avenue, in the City aforesaid.

Your petitioner shows that he is the Assistant Treasurer of the said J. H. Mohlman Company, and that on the day above mentioned, said Emil Eppers was indebted to the said Mohlman Company in the sum of $517.77.

That said Eppers, as your petitioner is informed and believes, prior to April 25th, 1897, made some arrangement with the above named William W. Fogg for an auction sale of a large stock of groceries contained in the store upon the premises above mentioned, and that, in pursuance of such arrangement, said William W. Fogg, or his agent, on Sunday, April

25th, 1897, visited the said grocery store of said Eppers and then and there, in the afternoon of said day, lotted said stock of groceries and prepared the same for sale at auction on April, 26th, 1897.

That, as your petitioner is informed, a postal card containing the announcement of such auction sale of merchandise, without signature thereto, was late on April 25th, 1897, mailed to grocers and purchasers of groceries at auction sales, with the knowledge of said Willima W. Fogg.

Further, your petitioner shows upon like information and belief, that, with the knowledge of said William W. Fogg, said Emil Eppers transferred by bill of sale, all groceries, and property of every kind in the grocery store above mentioned, to his wife, early in the morning of April 26th, 1897, and that said Fogg, with knowledge that said stock of groceries had been advertised for sale by insertion of advertisement therefor in daily papers issued on the morning of April 26th, 1897, only proceeded, as such auctioneer to sell at public auction all the merchandise in such grocery store.

Further, your petitioner shows, that about noon on April 26th, 1897, at a time when a large portion of the stock of merchandise in said grocery store had been sold, he demanded of said Fogg, that the monies arising upon said sale be retained by him until the rights of creditors therein and thereto could be passed upon by some competent Court.

That the demand aforesaid, was, later in the day of April 27th, 1897, made in writing, and such writing served upon said Fogg; that in reply to such demand, said Fogg stated to

your petitioner, that at that time, and while such auction sale was in progress, he had turned over the proceeds of the sale to the person directing the sale, and that the balance of the monies coming to his hands on said sale, would be required to discharge his demand for services.

And your petitioner further shows, that on April 30th, 1897, he called upon said Fogg, at his office aforesaid, and demanded of said Fogg that he retain possession of all monies in his hands arising upon said sale, because of the allegation that the disposition of the said Eppers' property, was made in fraud of the rights of his creditors, and that on such occasion, said Fogg stated to your petitioner, that, in conducting the sale in question, he had turned over the money from time to time as the said sale progressed, and that he now regretted that he had had any connection with such a transaction.

Upon the foregoing statement of facts, your petitioner asks that your Honor cause an investigation to be made of the conduct of said Wm.W.Fogg as an auctioneer, and an examination of the facts and circumstances attending such auction sale, your petitioner claiming that the action of said Fogg, in conjunction with that of said Emil Eppers, substantially aided said Eppers in his efforts to fraudulently convey and dispose of his property with intent to place the same beyond the reach of his creditors and to cheat and delay and defraud his said creditors.

John J. Fitzimmons

DATED, New York City, May 3d, 1897.

CITY and COUNTY)
(ss.
of NEW YORK)

On this 30 day of May, 1897, personally appeared before me John Y. Fitzsimmons, known to me to be the petitioner herein, and being duly sworn, says, that he is the Assistant Treasurer of the J. H. Mohlman Company; that the foregoing petition subscribed by him is true of his own knowledge, except as to the matters therein stated to be on information and belief, and as to those matters he believes the said petition to be true.

John Y. Fitzsimmons

Sworn to before me this
30 day of May, 1897.

Fred. S. Diggs

Notary Public, in and for Kings County.
Certificate filed in New York County.

The Mayor for a hearing on this complaint May 11 1897 & dismissed it with reprimand to Auditor.

B. L. Ruum
C. C.

Eppersoft Fogg.
May 3

In the matter of the

PETITION

OF

J. K. Mohlman Company

27

In the matter of the complaint)
of Philip Lewinske of 95 Fleet Street,)
Brooklyn, against W. W. Fogg of 150)
Broadway, New York, in relation to an)
auction sale on April 6th at 33 and 35)
Desbrosses Street, New York, a hearing)
was had before Mayor's Secretary Willis)
Holly on Wednesday, May 17th.)

The complainant being sworn, testified that he had bought some seven hundred dollars worth of goods on which he paid deposits at the time of bidding amounting to fifty dollars, and on which he made a further payment on account of one hundred dollars the next day. He never received any of the goods, and claimed that the weather prevented him from removing them on the day following, as he would have otherwise done. He also claimed to be in ignorance of the condition requiring all goods to be removed within twenty-four hours of the sale. He had no memorandum except coupon slips showing the payment of the one hundred and fifty dollars, and relied entirely upon his recollection as to the matters of detail connected with the sale, explaining that he was unable to either read or write.

Auctioneer Fogg in his testimony made no issue of fact. He placed the amount of the sales to Lewinske at $840.28, and acknowledged the receipt of the one hundred and fifty dollars. He stood on the conditions of the sale as printed in the catalogue, and testified that he had announced them at the beginning of the sale and called frequent attention during the progress of the sale to them: especially to that particular condition requiring immediate removal of the goods. He claims that the one hundred and fifty dollars was a deposit subject to be forfeited under the conditions

of the sale because the goods were not removed within the time specified. He testified to the resale of the goods at a loss of $32.39 from the figures of Mr. Lewinske's bids. This resale was affected at different times during the two days following the original sale, and of course was not technical in the requirements of the law requiring advertising to be done. In connection with the resale, Mr. Fogg makes a claim of $80.79 for extra expenses of assistants. He admitted that portions of the goods at the original Thursday sale remained on the premises until the latter part of the week following; but claimed that these goods were left at the risk of the purchasers and had already been paid for. Some payments by other purchasers were made as late as Saturday; and he, the auctioneer, remained in charge of the premises and goods until noon of Monday, April 10th. Other witnesses were examined as to the delivery of goods and times of payment, but no dispute as to any material facts was developed. The whole matter turns upon the point, whether the deposit and other payments made by Mr. Lewinske can be held as subject to forfeiture under the conditions of the sale. This is a matter of law, concerning which I do not feel competent to make a recommendation. In my opinion, however, it cannot be held that publication and announcement of such conditions of sale can be considered an implied contract binding a purchaser to stand such a loss.

The exhibits in the case are:

A....The slips or coupons showing the deposits aggregating fifty dollars and the payment of one hundred dollars on account by Mr. Lewinske.

B.... A letter from Counsellor Jerry A. Wernberg written in behalf of Mr. Lewinske, asking for an explanation of the transaction.

C....A press copy of the response made thereto by Mr. Fogg, offering twenty-five dollars to settle the matter, and making a claim of one hundred and thirty dollars in connection with the xxxx resale.

D....A catalogue of the sale, showing on page two the conditions on which Mr. Fogg depends in his claim that the money was forfeited. See paragraphs two and four.

E....Original complaint under which the matter was brought to the attention of the Mayor.

Unbound

Washington D.C. May 5/97

Hon: Mayor Strong

Dear Sir;

While in your City on the 14th inst. I purchased at Auction from Chas Jacobs 40 Walker St. Goods amounting to $114.32/100 and settled for same, with instructions to ship goods to Washington. On examination of goods I found he sent me different goods from what I purchased. I informed him by letter of the mistake and he advised me to return the goods and he would make matters satisfactory. I was in New York yesterday and saw him in reference to the matter, and he ignored

the transaction, and said positively that I would have to keep the goods; being a stranger I have no doubt he thinks he has the advantage of me. I told him I would see your honor about the case & his reply was he did not give a d—n for a hundred Mayors. I called on you yesterday morning and your Clerk stated you would be busy through the day and advised me to submit the matter to you in writing.

Hoping you will have this matter looked into at once

I am Very Respectfully

C. Ilsea

829-7th St. N. W.

Washington D.C.

I returned him 95 Capes at 30¢ amounting to 28.50 which I claim to be justly due me.

I have been informed that he has served other parties in the same way.

Washington D.C. May 14/97

Hon. Mayor

Not having heard from you in reply to my letter relating to Chas Jacobs 40 Walker St. I will be under many obligations to hear from you in reference to the matter, as said Chas. Jacobs has my money and goods both, and I cannot get any satisfaction from him. Can you not have the matter looked into so that I will not be taken advantage of in this high handed manner.

Hoping to hear in reply by return mail

I am Very Truly Yours

C. Isear

829-7th St. N.W.

CHAS. JACOBS. SAM MARX.

CHAS. JACOBS & CO.,

AUCTIONEERS AND COMMISSION MERCHANTS,

40 WALKER STREET,

NEAR BROADWAY,

SEMI-WEEKLY SALES: TUESDAY AND FRIDAY.
General Merchandise, Dry and Fancy Goods, Ladies' and Gents' Furnishings, Hats and Caps, Shoes, etc.
CLOTHING—WEDNESDAYS.

New York, May 19th, '97. 189

Hon. Mayor Wm. L. Strong.

Dear Sir:-

In answer to complaint lodged by C. Isear of Washington, D.C., will say that we are willing to sell over for account of C. Isear, any goods he wishes to return to us for sale, but we cannot refund him any money, as we have positive proof, that said C. Isear knew before the goods were shipped, exactly what he had on his bill, and it seems that he wishes to use your office for the purpose of gaining his point, as he purchased these goods April 13th, '97, as follows:

Lot 432	5	Capes	---35¢
" 433	6	"	----37¢
" 434	6	"	-----37¢
" 443	10	"	-----32¢ if
" 435/442	70	"	------30¢ if
" 444/446	30	"	-----30¢ if
	127		

Why should he return only 95, when these are all the same goods?

Yours respectfully,

Chas Jacobs

LAW OFFICES OF
T. H. BAROWSKY,
NO. 41 WALL STREET,
NEW YORK, N.Y.

May 14, 1897.

Hon. Wm. L. Strong,

Mayor of the City of New York.

Dear Sir:-

On behalf of Mrs. Charlotte G. Burke, wife of Dr. Martin Burke, of No. 147 Lexington Ave., N. Y. City, I desire to enter a complaint against Wm. B. Norman, a Public Auctioneer, carrying on business at No. 238 5th. Avenue, in said City, and ask if you will be kind enough to take action in the matter at an early day. The grounds of our complaint are briefly as follows: Mrs. Burke attended with her mother, an auction sale, held by Mr. Norman, on April 3, 1897, at his auction rooms on 5th. Ave, with the intention of purchasing an article described on the catalogue of sale of that day as "No. 734 an old Limoge Enameled Picture of a Burgher", said to have belonged to the late P. T. Barnum. After waiting a long time, Mr. Norman put said article up for sale, and said, "Who will give $10. for it. Mrs. Burke bid that sum and supposed it was hers, when to her great surprise, a few moments later, Mr. Norman, without paying attention to her bid, again said, "who will give $5.00 for it, and instantly said, "this lady will take it" (pointing to a lady sitting in one of the front rows of seats). Mrs. Burke at once protested and told Mr. Norman she had bid $10. on it and was willing to give even a larger sum, and then requested him to put it up again for sale, which he refused to do. She then

LAW OFFICES OF
T. H. BAROWSKY,
NO. 41 WALL STREET,
NEW YORK, N.Y.

left the auction rooms, and returned to her home, and at once sent to Mr. Norman a written protest, and requested him to again put up said article for sale according to the conditions of sale printed in the first page of said catalogue of sale, and give her an opportunity of bidding on it again, which he refused to do.

We claim this auction sale was not legally or properly conducted, in that, this particular article was not "knocked down" to the highest bidder, no opportunity was given to those present, to bid on it, and the alleged sale being disputed by Mrs. Burke, it was the duty of the auctioneer to put said article up, at once, again for sale, according to the established custom of Public Auctioneers, and the printed conditions of sale contained in said catalogue of sale, which distinctly says, "The highest bidder to be the buyer, and if any dispute arises between two or more bidders, the lot so in dispute shall be immediately put up again and resold".

If you will kindly notify me the day and hour fixed, when a hearing can be had before your Honor, I will be present with the necessary witnesses to prove our charges.

Yours respectfully,

T. H. Barowsky

1897

TELEPHONE 1227-18TH ST.,

FIFTH AVENUE AUCTION ROOMS,

238 FIFTH AVENUE,

W. B. NORMAN, Auctioneer,

New York, May 19th 1897

Hon Wm. L. Strong
Mayor, City of New York.

Dear Sir.

In reply to your communication of the 18th inst in regard to the complaint made by T H Paiowsky attorney in behalf of his client Mrs Charlotte G. Burke of 147 Lexington Ave, this city, allow me to state that Mrs Burke attended with her mother an auction sale held by me on April 3rd 1897. That No 734 of the catalogue, a modern Limoges enamel picture of a Bugler, was offered for sale, that Mrs Burke whom I said who will give $10 for it, did not bid at all. Afterwards I started the article

TELEPHONE 1227-18TH ST.,

FIFTH AVENUE AUCTION ROOMS,

238 FIFTH AVENUE,

W. B. NORMAN, Auctioneer,

New York, _____ 189

at $5 and a lady Mrs Andrews No. 48 W 57th St raised the bid to $10- and I knocked it down to her. Mrs Foster made a motion as though she intended to bid and I said, Madam did you bid, her reply was no, but I was going to bid. I also remarked, you ladies should pay more attention to the sale and not be talking to each other. Her mother said it makes no difference let it go, and Mrs Andrews was entitled to the article and it was delivered to her. After the sale was over I received a communication from Mrs Foster, saying she was not satisfied wanted the article put again at auction, which was impossible

TELEPHONE 1227-18TH ST.,

FIFTH AVENUE AUCTION ROOMS,

238 FIFTH AVENUE,

W. B. NORMAN, Auctioneer,

New York, _____ 189

-3-

as it had been delivered to the bona fide purchaser. Mrs Burke has been a customer of ours for several years, and of course I would not have used any discrimination against her. The record keeper and deposit clerk who will also attest to this, and sign the communication with me, and if necessary, make an affidavit, as to the facts contained in this letter.

Respectfully Yours.

Wm B. Norman Auctioneer & Manager

Henry Hartmann, Record Keeper

Thomas F. Ryan Deposit Clerk

City and County of New York, ss.:

LESTER H. CLARK, being duly sworn, says that he is in the employ of Mrs. Sarah E. Cooke, engaged in the auction and storage business at No. 209 East 125th Street, New York City, and is regularly employed by her to get the names of bidders at auction sales and receive their deposits, and that he enters the deposits received immediately in a book kept for that purpose.

On the morning of May 27th, 1897, a man who gave the name of Varney made a purchase of a lawn mower, and gave me a deposit of One ($1) dollar, which I entered in the proper book, and in the afternoon of the same day he gave me two more deposits, one of Five ($5) dollars, and one of Three ($3) dollars, which I entered in the regular book. At the time he paid me the five dollars I asked him for a ten dollar deposit, as his purchases altogether were larger than were covered by his previous deposits, in accordance with our regulation to require a deposit of twenty-five per cent on all purchases, but he told me that was all he had; but later he gave me the other Three dollars above mentioned, upon my insisting, as he had made more purchases, upon a further deposit.

On Friday, the following day, Varney gave me a deposit of Five ($5) dollars upon the purchase of the first lot he bought that day, a parlor suite. Thereafter he bought other lots, but gave me no further deposit. I asked him for a further deposit and he declined to give me any more. The total amount paid me as deposit by Varney was Fourteen ($14) dollars, and I am informed he gave Palmer one dollar deposit on Thursday while he had charge of the book when I was out during the

lunch hour. Said Varney bought goods during the sale amounting in all to Eighty-eight and 65/100 ($88.65) dollars. He came back on Saturday, after the sale, and claimed that he gave a deposit of Twenty-five ($25) dollars, and has refused to take the goods that he bought and pay for them, and they are still at the auction rooms.

Sworn to before me this 2nd day of June, 1897,

W. A. Benjamin
Justice of the Peace
Mc Co

Esther S. Clark

Re
Complaint of
Wm. L. Loew
vs.

Sworn to before me this 2nd day of June, 1897.

Are still at the auction room.

City and County of New York, ss.:

JAMES PALMER,

being duly sworn, says that he is in the employ of Mrs. Sarah E. Cooke, carrying on the auction and storage business at No. 209 East 125th Street, New York City.

That at noon, during the lunch hour, of Thursday, May 27, 1897, deponent was taking deposits from bidders at the auction sale, in the absence of Lester H. Clarke, the regular bookkeeper who received deposits, and that deponent received from a man who gave his name as Varney the sum of one ($1) dollar, deposit upon purchse of four pictures.

When the dispute arose about the amount of his deposits, Varney first claimed that he had given me Five ($5) dollars, but afterwards admitted that he had only given me one dollar. He gave me no other deposit.

Sworn to before me this 2nd day of June, 1897,

W. Benjamin
Notary Public
N.Y.Co.

James Palmer

R

Complaint

of

Locw

vs

Cachman Cook

ELISHA GREGORY,

OFFICE: 48 CHURCH ST., NEW YORK.

CONTRACTOR FOR

ARTESIAN WELLS.

WELLS DRILLED TO ANY DEPTH REQUIRED.

TORPEDOING WELLS A SPECIALTY.

(30)

NEW YORK, New York 6/7/97 189

Mr Marshall

Dear Sir,

Saturday 6/5/97 - bought Bicycle at Auction of A. J. Comrie - Array & Leonard St - N.Y. - for which I bid $27.00 paid $5 deposit - When I called Latter for Wheel, they claimed I bid $36.00 for it, & as they would not return the $5 had to give up the $36.00 - getting the worst of it $9.00

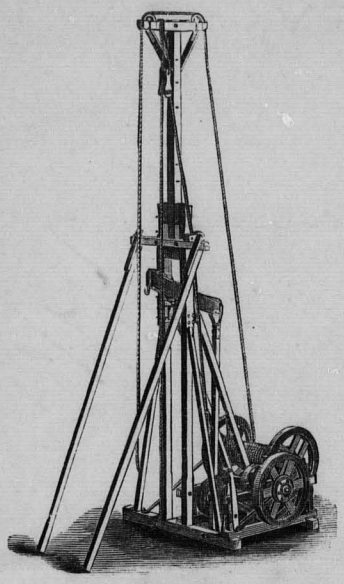
Now I have not got time to waste therefore make no complaint, unless others get same dose - If so am willing to - as don't like to get bat! On regard to Wheel don't know if it is worth $5 or $100 - as am no judge - don't think I got cheat - but the nigh handed way they got the $9 don't like

Respt E. Gregory

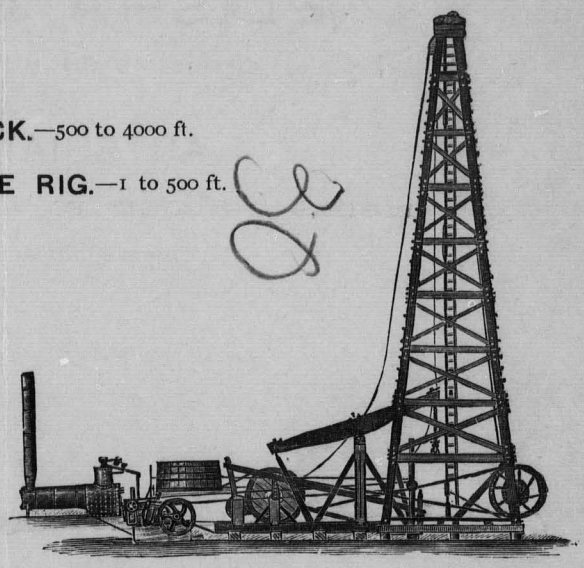
(OVER.)

DERRICK.—500 to 4000 ft.

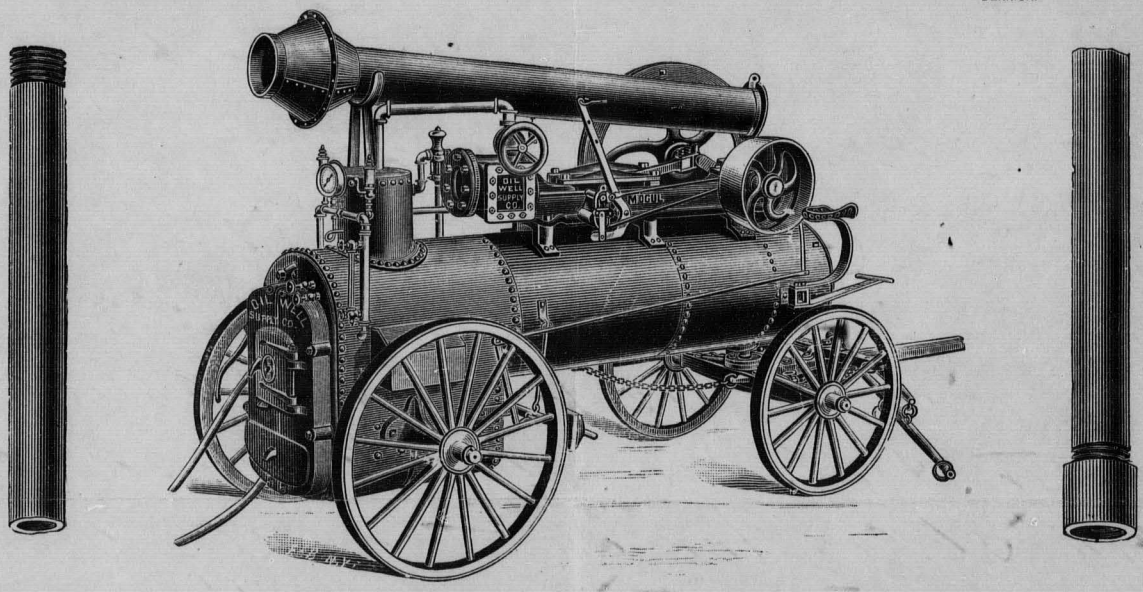
PORTABLE RIG.—1 to 500 ft.



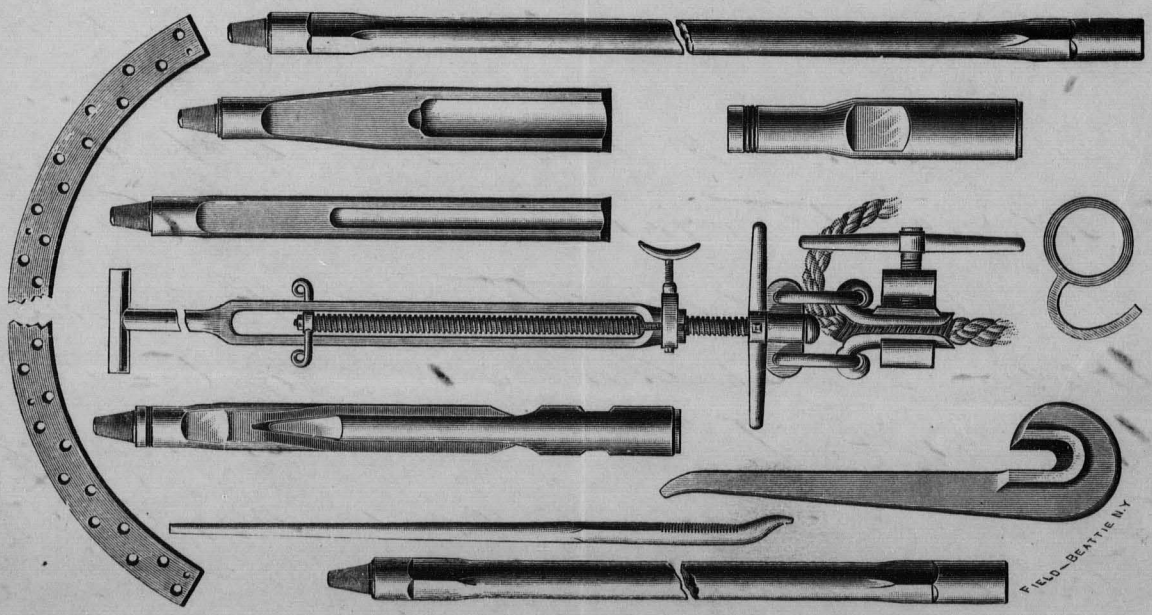
PORTABLE RIG.



DERRICK.



ENGINE AND BOILER.



TOOLS.—Weight, 2000 to 4000 lbs.

New York March 5th 97

Recd

Messrs. Hastings & Gleason

Being out of Employment at present and knowing you to be the Attorneys for the wholesale Shoe dealers I take the liberty of writing you these few lines stating that I have been employed by a good many Auctioneers in this city and knowing their means & methods use in obtaining Stocks that are crooked in every shape & form I think that if you were to give me a position I could be of great service to you

Yours. Respectfully
J. Hamerschlag
249 Clinton St
City

STATEMENT made by MAX HAHN.
----0----

I was formerly in business at No. 27 Avenue A. Glaser, who was a clerk of mine brought his brother up to the store. I wanted to get a partner, and advertised in the New York Herald and used the address of my clerk's brother. Glaser said I could hardly get a partner who would loan $2000 unless he knew something of my standing. I told Glaser I had a stock of $3500. and owed on it about $2700. He asked me if I wanted to look out for myself and he said he would give me advice. He said if I would give him a bill of sale he would manage the business for three weeks and as it was about Christmas him I thought I would take in a good deal of money. He said we could settle for forty to fifty cents with the creditors. He said he would charge me only $25.00 a week and after it was done I could give him anything that I pleased. He told me he could give me first class recommendations. He was to meet me that evening at 57th Street and 3rd Avenue at half past nine. He said we could go in a lawyer's office and I was to say he loaned me $500. in July, $700. in August and $1600 cash on that day. $2800. altogether. The lawyer's name was Adler who made out the bill of sale. Adler, In Glaser's presence said that I had better not have any papers served on my and that I had better go away for a few weeks. He asked me if I had any relative and I told him I had a brother in Newark; he told me that I had better go up to Yonkers to a friend of Glasers, named Rothschild. The bill of sale was dated December 5th, Saturday. I was in the store Saturday and Sunday and Sunday night. On Sunday afternoon Glaser told me to get up to his house and he would go to Yonkers with me. He did not go to Yonkers with me; I went up there that night at eleven o'clock Glaser told me that I would hear from him every day. Glaser

had introduced me to a man named Schman who lives in 86th Street and had told Schman about the matter. Schman came p to Yonkers and told me there was a lot of trouble and that they were looking for me and that if they found me then would arrest me. Schman told me the store had been attached. He also told me that just as soon as the place was attached that he had sold the place to Cohen and that they had made another attachment on Cohen and that anything was gone for me any way. The same evening I went out to Detroit. Schman told me that they found out that Glaser had no money and that he has sued the Sheriff for taking the goods and that he, Schman, was going to claim that he had loaned money to Glaser with which to pay me. My/ brother who lives at No. 11 East 46th Street wrote me that Glaser had sold the stock to Cohen on January 1st. Glaser told me not to write him because the people would know where I was. But I did write to Glaser that as he got $2400. for the stock that I had not lost everything and that I would come to New York inside of three days and find out about it. My brother wrote for me not to come to New York as everything would be lost for him and for me and that Gleaser would be to see me Monday or Tuesday. I told him that I understood he sold the place to Cohen. I asked him for the money he got from Cohen and he said Cohen had not given him any money. He said he could not give it to me because he had not got it. He said that the only thing he could give me for security was the deed which he then had with him . This was the first tine I had heard anything about a deed. I took Glaser to a lawyer's office named Dertz, in Detroit and Dertz asked Glaser what Cohen had paid him when he bought the stock and Glaser said he paid him in bonds and mortgages. Dertz said to Glaser why did you not give the bonds and mortgages to me, and he

could because they were in the Register's office in New York and that he did not have them. The deed was then given to me and the agreement was signed of which Glaser has a copy. Glaser left Detroit and before going said that at any time I wanted any money to write to him. He said he would give me $10. or $15. a week if I wanted it. A short time after I came to New York and saw Glaser at his house and told him that as he had received $1000. cash from Cohen he ought to give it to me. He would not talk to me and wanted me to go to his Lawyer's office at eleven o'clock. His lawyer is John J. Green. I went there another day and saw Glaser. Glaser said he had received $1000. in cash but Green aid that as he had given me security he did not see why he should give me any money.

My brother saw Glaser and wanted him to give me something on account to show that he was willing to pay someth ing. Glaser was to send check of $50. but instead sent word that he had been to see his lawyer and that he would keep his promise as soon as he saw his lawyer on Saturday.

GEORGE S. HASTINGS.
ALBERT H. GLEASON.
TELEPHONE CALL, 2207-CORTLANDT.

Law Offices of Hastings & Gleason,

No. 265 Broadway New York. 6/14/97 189

Hon. William L. Strong,

Mayor of the City of New York.

Dear Sir:-

We desire to protest against the issuing of licenses to the auctioneers or parties mentioned below, and especially to Jacob Doblin. Clients of ours were interested in various amounts in the parties named. The following is a list of a few instances in which these parties bought out stocks, and defrauded creditors.

Goods sold at auction by Doblin:-

B. Mayer; goods sold by Doblin.

M. Meisel; goods moved at night.

B. Springer; goods removed at night.

J. Adelman. Van Prag was also interested in this stock, and goods were shipped marked to E. Van Prag, 417 East 59th St.

D. Guelnitz; goods were removed from the store, shipped to Hoboken, and afterwarxs were located in Doblin's store in 42nd Street.

Max Hahn. Hahn arranged with a person and transferred the stock to him without consideration. This person then sold the stock to Doblin, and Doblin advertised it at auction. We herewith submit a statement made by Mac Hahn. It was made by

GEORGE S. HASTINGS.
ALBERT H. GLEASON.
TELEPHONE CALL, 2207-CORTLANDT.

Hahn to Mr. Gleason, a member of our firm. In this statement a man mentioned as Cohen, is S. Kohn who made an assignment which was fraudulent, and he has since been acting as an agent for Doblin in buying stocks.

H. Lasky.

Goods sold at auction by Wang.

Barnett Levy. Stock was removed at night.

M. Attias; goods removed at night.

J. H. Ernst.

Mrs. C. Hornbuckle; goods removed at night.

L. Leiss; debtor disappeared.

Wm. Lauderman;

S. Steinway, A. Rosenthal, Klinger, and Falkenberg have also bought a number of shoe stocks during the past year. We can easily figure a loss to clients of over ten thousand dollars from goods sold at auction by the parties above named.

Doblin and Wang apparently sell more stocks of shoes than any other person, and we would ask particularly that no licenses be granted these people. As we have before stated, Doblin is insolvent, there being unsatisfied judgments against him.

We also submit a letter received by us, but which we have

GEORGE S. HASTINGS.
ALBERT H. GLEASON.
TELEPHONE CALL, 2207-CORTLANDT.

Law Offices of Hastings & Gleason,

No. 265 Broadway, New York _____ *189*

not investigated, nor have we seen the person who wrote the letter.

Very truly yours,

Hastings & Gleason

Statement and Receipt for the Auction Sale, Household funniture, piano and other effects, &c. sold for account of Mrs. Robertson at Flat Residence No. 5 West 118th St., on June 2nd, 1897, as per contract and agreement made by her on May 26th, 1897.

Total amount sale made,		$579.04
Mr. L's. bill,	$202.50	
Mrs. McGuire's bill,	246.25	
Mrs. Robertson's bill,	20.00	
Small bills,	14.89	
Commissioner 10 per cent.	59.70	
Advertisements,	12.65	
Circulars,	3.50	
Catalogues,	8.75	
For work 2 men, 2 days,	6.00	$574.24
	$574.24	$ 22.80

New York City, June 8th, 1897.

Received from J.W. Campbell & Co., Auctioneer's Twenty-two dollars and eighty cents ($22.80) cash, being the amount balance due me in full settlement for the sale by auction of my household furniture, piano, carpets and other effects sold in 3rd flat of No. 5 West 118th St., on June 2nd 1897, as per contract and engagement made and signed by me and Witness May 26th, 1897.

9055

597.04
113 80
463.24
2316.20
22 80
$45.96

466.
90 55
556.55

44.92

June 18th, 1897.

Hon. William L. Strong,

City Hall, New York.

Dear Sir:-

As attorney for Mrs. A. Robertson, I wish to call your attention to the following circumstances.

In the latter part of May, Mrs. Robertson entered into an agreement with Mess. J.W. Campbell & Co., Auctioneers, with an office at 282 West 11th Street this City, to sell the furniture of her flat at 5 West 118th Street at auction. On the 2nd of this month one who represented himself as the son of J.W. Campbell conducted an auction at the above named address. He began by auctioning off the kitchen and dining room furniture. Mrs Robertson became convinced by observing the appearance of the so-called public bidders that they were the creatures of the auctioneer, and that her furniture would be sacrificed. Acting upon this belief and on the advice of her neighbors she locked the doors leading to the parlor and the front bed-rooms, and forbade the entrance of the auctioneer.

He threatened to burst open the doors claiming that he had a right to do so; as he was entitled to continue his sale. Mrs. Robertson alarmed by his threats yielded and opened the doors, and then in order to protect her furniture from being given away was forced to bid it in. After the sale the auctioneer called at Mrs. Robertson's

house and offered her $9. in settlement of her claim. She refused to accept this sum. Afterwards, he offered more, and his last proposition was to the effect that he would give her $22.80. He has rendered her several statements and none of them agree. I most respectfully request that your Honor will look into this matter, so that justice may be done, as it is one that requires your consideration. Will you kindly let me know what you can do?

Yours very respectfully,

Francis Duffy
No. 3 Broad Street
New York City.

Auctioneer to pay:

	$
5% on 463	23.15
Amt. Auct. receiver	22.80
	45.95

Decision of Mayor after protracted hearing June 24 1897

Campbell

vs

Robertson

MEMORANDUM.

M. J. SNEUDAIRA,
Attorney and Counsellor at Law,
280 BROADWAY,
Room 51.

New York, June 24, 1897.

To Hon. William L. Strong.

Sir:-

I herewith enclose you papers preferring charges against Mr. A. Schwab, one of the duly licensed auctioneers of the City of New York. The contents of the papers will fully explain the matter.

Should a hearing be necessary herein, I would like to be informed of the time, so that I may be present with witnesses.

Yours respectfully,

M. J. Sneudaira

Copy for Schwab & Hurst at 11:30 AM July 22 1897

IN THE MATTER OF CHARGES

against

A. SCHWAB,
an Auctioneer.

AFFIDAVIT OF JACOB A. STEIN.

M. J. Sneudaira,
Attorney
280 Broadway,
New York City.

Dismissed
July 22/97
J. M. Goldman
Acting Mayor

IN THE MATTER OF CHARGES

against

A. SCHWAB,
an Auctioneer.

STATE OF NEW YORK,)
: SS.
CITY AND COUNTY OF NEW YORK)

JACOB A. STEIN of said City, being duly sworn doth depose and say, that in the year 1893, Franz Zahr and Louis B. Diering, as copartners in business in the City of New York, made their certain chattel mortgage to deponent, thereby securing the payment to deponent, of the sum of $1500, for money loaned; that said mortgage was from time to time duly renewed, until the 22nd day of September, 1896, when deponent caused said mortgage to be foreclosed, and the property covered thereby, was sold by a person by the name of A. Schwab, who was then, and still is a public auctioneer in the City of New York; that said Auctioneer also represented himself to deponent, a duly appointed and a duly qualified City Marshal; that said sale of the chattels covered by the said mortgage took place, and realized the sum of $475., that after such sale, the said auctioneer and pretended City Marshal, claimed for his legal services and disbursements, the sum of $275., and then and there stated, "I will not exact exact the entire sum of $275., but will not accept any-

thing less than $235.", which amount was paid by deponent to him, deponent being unacquainted with matters of that description, believing that said charge was just, legal and reasonable, that thereafter deponent learned that said charge was exorbitant, unjust, unreasonable and illegal, and thereupon demanded from him, the said Schwab, a return of the greater part of said $235., that said Schwab from time to time has promised to make restitution and settle the matter, but has wholly and entirely failed and neglected so to do. That deponent is informed and believes that the sum of $50.00., is just and reasonable compensation for such services rendered in said matter, and therefore asks for the return to him, of the sum of $185.00.

Sworn to before me, this)
26th day of June, 1897.)

Jas. A. Stein.

Louis Cohen
Notary Public
N. Co

Auction Sale on about June 30/97
at 262 Greenwich St.

By whos order the sale was made

If sold in bulk, who purchased it

The amount of money realized at sale

who received the money from auctioneer after sale.

In what papers the sale was advertised

The goods formerly belonged to
Jules F. Schorer

Daniel R. Kennedy
auctioneer
67 West 23 St.

CHARLES E. SMITH,
AUCTIONEER.

TEL. 1545 18TH ST.

DANIEL B. SANDER.
MANAGER.

New York, June 11 1897

M. J. C.

To Knickerbocker Auction Rooms, Dr.

No. 8 West 28th Street,

Deposit:

Third Door West of Fifth Avenue.

339	Piano	81-	
392	Piano		
393	Stool	100-	
			181-

PAID
KNICKERBOCKER
AUCTION ROOMS,
Per Sander
Per

To the Acting Mayor of the City and County of New York.

The undersigned respectfully petitions as follows:-

1. On June 11, 1897, he purchased at public auction at the Knickerbocker Auction Rooms, No. 8 West 28th. Street New York, two pianos and one piano stool, for which he paid in cash the sum of $181. That on the bill rendered to petitioner for such purchase, appear the names of Charles E. Smith, Auctioneer, and Daniel B. Sander, Manager. That subsequently J. & C. Fischer claimed one of such pianos, to wit, the one for which petitioner paid $81, from petitioner, upon the gound that they were the owners thereof, and claimed to have leased the same (under a written agreement) to one Belle Stanley, afterwards known as Belle Le Fevre, such J. & C. Fischer claiming that such piano has always been and still was their property.

2. At the time of such purchase petitioner knew nothing whatever of such Belle Stanley, nor of any claim whatever against such piano on the part of the said J. & C. Fischer, petitioner purchasing such piano in good faith at public auction.

3. That on or about July 15, 1897, such piano was seized and taken from petitioner's possession by one of the Marshals of the City and County of New York under a writ of replevin issued out of the District Court in the City of New York for the Eleventh Judicial District in an action against this petitioner impleaded with the said Belle Stanley.

4. Your petitioner therefore prays that the said Charles E. Smith, Auctioneer aforesaid, be cite d to appear before the Mayor of Acting Mayor of the City of New York and that his license be revoked, that he be compelled to make good petitioner's loss in the premises, and that the bond given by him as auctioneer be delivered to the petitioner to be prosecuted according to law.

And your petitioner will ever pray/

Jacques Cohen

City and County of New York, ss:

.....

being duly sworn deposes and says, that he is the in this action: that he has heard read the foregoing and knows the contents thereof; that the same is true of own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

Sworn to before me this day of 189

In re
Petition

~~against~~
of
Jacques Cohen

99

KANTROWITZ & ESBERG,

Attorneys for Petitioner

335 BROADWAY, NEW YORK CITY.

John Brodsky
Atty

D. A. HUEBSCH & Co., Printers, 31 Rose St.

Due and timely service of within .....

.....

is hereby admitted this day of

189

Attorneys for

Sir:

Please take notice that

of which the within is a copy, was this day duly entered in the office of the Clerk of this Court, at the County Court House in the City and County of New York.

Dated, New York, 189

Yours &c.,

KANTROWITZ & ESBERG,

Attorneys for .....

335 *Broadway,*

New York City.

To

Attorneys for

ESTABLISHED 1872.

TELEPHONE CONNECTION.

R. FRIEDMAN,

Mfr

AUCTION ..AND.. COMMISSION.

L. FRIEDMAN,
AUCTIONEER.

OFFICE.
364 CANAL STREET, near Church Street.

R. FRIEDMAN AUCTION AND COMMISSION L. FRIEDMAN AUCTIONEER

J. Rosenberg

New York, July 22nd 1897

Mr. Burrows Supt. Present

Dear Sir.

Your letter directed to Mr. L. Friedman has been handed to me, and in reply I wish to state, that our Mr. L. Friedman is out of town since July 10th and will not return before next week. I told Mr. Segall that if he has any just claim on Mr. Friedman he will straighten it out, when he returns. Mr. Segall makes a claim what I do not know if correct or not. I wrote about it last night to Mr. Friedman, as he made the arrangements with this partie himself, and as soon I receive an answer I will submitt to you this matter.

Very Respectfully Yours
R. Friedman
p. Rosby

HORSES, CARRIAGES, &C.

A.—MORTGAGE SALE.

By virtue and under a certain chattel mortgage to me directed, I, the undersigned, attorney in the within named matter, will cause

TO BE SOLD

AT PUBLIC AUCTION

This Day (Thursday), July 22,

BY J. W. CAMPBELL, AUCTIONEER, at 11 o'clock sharp, in forenoon, at the private stable 111 West 29th, four doors west of 6th av.,

Including following valuable property, viz.:—

Very fast and well known bay trotting team STAR BEAM AND DELLA PHALLAS. They are well known on the New York and Brooklyn roads. They are 15½ hands high, and trotted a mile to pole in 2:24½; either of them can trot much faster single; are fearless of all city obstacles; drive with or without blinds, and can be driven by the most timid person at full speed; are standard bred and registered, and perfect in every respect.

Fast and handsome bay trotting gelding, RYLAND G., half brother to Ryland T., 15½ hands high, seven years old; can beat 2:20; has no public record, and invaluable for road or track purposes.

Handsome imported bay saddle cob VIOLA; has all the fashionable saddle gaits, viz., canter, lope, single foot and trot, and is one of the showiest and best saddle horses in this city; wonderful action, grand power and substance, with easy and proud move; a great jumper and grand parade animal; has been used exclusively by a lady to ride in riding rink and park, and she is without vice, fault or blemish.

Handsome bay coupe and family gelding MONITOR; 16 hands high; he has been used to brougham and as a depot horse; has extra style and action; is fearless of steam and all obstacles; is very stylish in harness; can road 12 miles inside the hour, and is without fault.

Elegant team of bay hackney cobs, MOROCCO AND CHIEFTAIN; 15¾ hands high, six and seven years old; extra pair of steppers; very attractive; extra substance, with high knee and hock action; can road 14 miles inside the hour; are both good saddlers and an extra pair of leaders for four-in-hand; are a grand team for victoria, brougham or T cart, and must be seen and ridden after to be appreciated.

Carriages include LATEST style Cabriolet, with child's seat in front (almost new); latest style High Back Victoria; Tilbury Cart, Split Seat T Cart, Extension Top Phaeton; also lady's Canopy Top Driving Phaeton, J. B. BREWSTER one man Top Wagon, Top Sidebar Wagon, pole and shafts; Runabout, with lamps; Speeding Buckboard, Tandem Cart, BREWSTER Pony Village Cart, Boulevard Trap. All built to order by BREWSTER & CO. and the most reputable city manufacturers.

Harness consists Double and Single, Gold and Silver, Coach, Coupe, Runabout, Surrey and Light Double Road Harness; IMPORTED Lady's and Gent's Saddles and Bridles; IMPORTED Lap Robes, Summer Coolers, Sheets, Blankets, Whips, Coachmen's Livery; also Stable Fixtures, Stove, Boiler, Pictures, Bit Case, Hay, Feed, &c.

P. S.—Full pedigrees and performances of horses at time of sale.

Sale positive, rain or shine, by order of

JACOB LORSCH, Attorney for Mortgagee.

Long Island Farmer,

Established 1819.

Advertising Department,

Jamaica, N. Y., July 22 1897

Mayor Strong:

Dear Sir - I think it would be a service to the public if the sales held at 111 W 29th St. were carefully looked. I attended a "mortgage sale" there on July 15th. It was advertised in the Herald of that day. I was convinced that it was a mock auction. I find the same advertisement for practically the same goods in Herald of to-day (22nd), with a change of auctioneers from Mair to Campbell. Of course there could not be two foreclosures & two sales of the same goods. I told a promi-

-inent veterinarian in New York of what I had seen occur at this stable, & he said it was a well known stable for roping in green ones, & that the proprietor had such a large "pull" the police never seemed to disturb the business. It can do no harm to have the place investigated.

Very respectfully,

J. C. Kennahan

MENT.

HERA

87, BY JAMES GORDON BENNETT.]

HORSES, CARRIAGES, &C.

A.—MORTGAGE SALE.

By virtue and under a certain chattel mortgage to me directed, I, the undersigned, attorney in the within named matter, will cause

TO BE SOLD
AT PUBLIC AUCTION
To-Morrow, Thursday, July 29,

at 11 o'clock sharp, in forenoon, at the private stable 111 West 29th, four doors west of 6th av.

Including following valuable property, viz.:—

Very fast and well known bay trotting team STAR BEAM AND DELLA PHALLAS. They are well known on the New York and Brooklyn roads. They are 15½ hands high, and trotted a mile to pole in 2:24½; either of them can trot much faster single; are fearless of all city obstacles; drive with or without blinds, and can be driven by the most timid person at full speed; are standard bred and registered, and perfect in every respect.

Fast and handsome chestnut trotting gelding THURLOW C., 15¾ hands high, seven years; can beat 2:20, and is invaluable for road or track purposes.

Handsome imported saddle and harness cob VIOLETTA; has all the fashionable saddle gaits—viz., canter, lope, single foot and trot, and is known to be one of the handsomest saddle or harness cobs that goes through the Park; a great jumper and grand parade animal; has been used exclusively by a lady to ride and drive in riding ring and Park, and she is without vice or fault.

Handsome bay coupe and family gelding MONITOR; 16 hands high; he has been used to brougham and as a depot horse; has extra style and action; is fearless of steam and all obstacles; is very stylish in harness; can road 12 miles inside the hour, and is without fault.

Elegant team of bay hackney cobs, MOROCCO AND CHIEFTAIN; 15¾ hands high, six and seven years old; extra pair of steppers; very attractive; extra substance, with high knee and hock action; can road 14 miles inside the hour; are both good saddlers and an extra pair of leaders for four-in-hand; are a grand team for victoria, brougham or T cart, and must be seen and ridden after to be appreciated.

Carriages include latest style Cabriolet, with child's seat in front (almost new); latest style High Back Victoria; Tilbury Cart, Extension Top Phaeton; also lady's Canopy Top Driving Phaeton, J. B. BREWSTER one man Top Wagon, Top Sidebar Wagon, pole and shafts; Runabout, with lamps; Speeding Buckboard, BREWSTER Pony Village Cart, Boulevard Trap. All built to order by BREWSTER & CO. and the most reputable city manufacturers.

Harness consists Double and Single, Gold and Silver, Coach, Coupe, Runabout, Surrey and Light Double Road Harness; IMPORTED Lady's and Gent's Saddles and Bridles; IMPORTED Lap Robes, Summer Coolers, Sheets, Blankets, Whips, Coachmen's Livery; also Stable Fixtures, Stove, Boiler, Pictures, Bit Case, Hay, Feed, &c.

Note.—Property will be on view and trial at all times prior to sale.

P. S.—Full pedigrees and performances of horses at time of sale.

Sale positive, rain or shine, by order of

JACOB LORSCH, Attorney for Mortgagee.

FINE CARRIAGES

ng Island Farmer,

Established 1819.

ertising Department,

Jamaica, N. Y., July 28 1897

Mayor New York City:

Dear Sir- I respectfully call your attention to an advertisement in to-day's Herald of a continuance of a mock auction at No. 111 W 29th St. on Thursday, 29th. Mock auctions were held there on the 22nd & 15th respectively. The advertisement now appearing is practically the same as those that appeared Aug 22 & 15, except that no auctioneer is named to conduct to-morrow's sale. This case should receive police attention.

Respectfully,

J. C. Kennahan

213 East 34th. Street.,

New York, July 22nd, 1897.

Mr. Bion L. Burrows,

Secretary to the Mayor,

C I T Y.

Dear Sir;-

Replying to your favor of the 21st, inst., I will give you the following information, asked for;-

1st. The sale was made by order of Gruber & Bonynge, attorneys for the following mortgagees- Mrs. Paul Woll, Clinton Bank, William Frohlich, Mr. Fisher and Mrs. Henry W. Schoere.

2nd.- The stock and fixtures were sold in lots.

3rd.- The sale amounted to $3,190.00, and the whole amount paid over to Messrs. Gruber & Bonynge, attorneys for mortgagees

4th.- Advertised in New York Journal.

I would refer you to Messrs. Gruber & Bonynge, for further information. Mr. Bonynge was present at the sale and is familiar with all its details.

Yours truly,

Daniel R. Kennedy

CLAIMS FOR DAMAGE OR DEFICIENCY MUST BE MADE WITHIN TWO DAYS FROM DATE; IF MADE AFTER THAT TIME THEY WILL NOT BE ALLOWED.

New York, 7/9 1897.

Peter Smith

Bought of ALEX. R. BAXTER & CO.,

AUCTIONEERS, 60 & 62 LISPENARD ST., (Near Broadway.)

Dup.

Lot.	Pieces.	*Terms.*—Cash in Bankable Money.	Quantity.	Price.	Amount.	
1		Inkstands	104	3½	3	64
3		Desk	1	2.50	2	50
5		Books	379	2	7	58
6		Fish Hooks	81	1		81
					14	53

HAVE REMOVED TO
52 & 54 WALKER ST.,
Near BROADWAY.

New York, July 9 1897,

Sales by ALEX. R. BAXTER & CO. Auctioneers, by order and for account of Mr Chas S Nathan

	Total Amount of Sale			27 50
CHARGES.	Commission		1 65	
	Catalogue and Advertising Bill Peter Smith		2 25	
				3 90
			CASH. NET.	23 60

1			7/24 97	
104		32	3 64	
66		10	6 60	
1		250	2 50	
35		32	12 2	
379		2	7 58	
81		1	81	
384		5/8	2 40	
	Lot	60	60	
431		1/2	21 5	27 50

CLAIMS FOR DAMAGE OR DEFICIENCY MUST BE MADE WITHIN TWO DAYS FROM DATE; IF MADE AFTER THAT TIME THEY WILL NOT BE ALLOWED.

New York, July 9 1897.

~~Peter Smith~~ Chas S Nathan

HAVE REMOVED TO
52 & 54 WALKER ST
Near BROADWAY.

Bought of ALEX. R. BAXTER & CO.,

AUCTIONEERS, 60 & 62 LISPENARD ST., (Near Broadway.)

	Lot.	Pieces.	*Terms.*—Cash in Bankable Money.	Quantity.	Price.	Amount.
in Sale 7/12	1		as are	104	3½	364
" " 7/12	3		as are	1		250
" " 7/12	51		as are	379	2	758
" " 7/12	6		as are	81	1	81
						1453

RECEIVED PAYMENT
JUL 26 1897
ALEX. R. BAXTER & CO
SUCCESSOR TO
WM. TOPPING & CO.

Chas S Nathan

13

3-30

HAVE REMOVED TO
52 & 54 WALKER ST.,
Near BROADWAY.

New York, July 9th 1897

Sales by **ALEX. R. BAXTER & CO.** Auctioneers, by order and for account of Mr. N. S. Nathan

	Total Amount of Sale			27 50
CHARGES.	Commission	1 65		
	Catalogue and Advertising	2 25		
				3 90
	Dup.	CASH.	NET.	23 60

1	Sideboards	104	3½	3 64	
	Lace Curtains	66	10	6 60	✓
	Desk	1	2 50	2 50	
	Books	35	3½	1 22	✓
	"	379	2	7 58	✓
	Fish Hooks	81	1	81	✓
	Books	384	58	2 40	✓
	Chair & Case	Lot	60	60	✓
	Books &c	432	½	2 15	✓

CLAIMS FOR DAMAGE OR DEFICIENCY MUST BE MADE WITHIN TWO DAYS FROM DATE; IF MADE AFTER THAT TIME THEY WILL NOT BE ALLOWED.

New York, July 13 1897.

Mr. C. S. Nathan

Dup.

Bought of ALEX. R. BAXTER & CO.,

AUCTIONEERS, 60 & 62 LISPENARD ST., (Near Broadway.)

	Lot.	Pieces.	*Terms.*—Cash in Bankable Money.	Quantity.	Price.	Amount.		
	3			104	3	3	12	

624
250
3.2
1.86
1.46
0

71/75

HAVE REMOVED TO
52 & 54 WALKER ST.,
Near BROADWAY.

New York, July 13 1897

Sales by **ALEX. R. BAXTER & CO.** Auctioneers, by order and for account of Mr. C. S. Nathan

	Total Amount of Sale				962
CHARGES.	Commission			57	
	Catalogue and Advertising			75	
					132
			CASH.	NET.	830
3/	Ink Stands	104	3	3 12	
	Books ~~Desks~~	379	1½	5 69	
	Fish Hooks	81	1	81	

CLAIMS FOR DAMAGE OR DEFICIENCY MUST BE MADE WITHIN TWO DAYS FROM DATE; IF MADE AFTER THAT TIME THEY WILL NOT BE ALLOWED.

New York, July 13 1897.

Chas S. Nathan

Bought of ALEX. R. BAXTER & CO.,

AUCTIONEERS, 60 & 62 LISPENARD ST., (Near Broadway.)

	Lot.	Pieces.	*Terms.*—Cash in Bankable Money.	Quantity.	Price.	Amount.
Bd.	3,		Lot Stands	104	3	312.

RECEIVED PAYMENT
JUL 26 1897
ALEX. R. BAXTER & CO.
SUCCESSOR TO
WM. TOPPING & CO.
Jarvis

the above belonged to ~~[illegible]~~ and was returned me but deducted from my cash

in Dumb Waiter Near office

E.H.

52 & 54 WALKER ST.,
NEAR BROADWAY.

New York, July 13 1897.

Sales by ALEX. R. BAXTER & CO. Auctioneers, by order and for account of Mr Chas S. Nathan

		Total Amount of Sale			962
CHARGES.		Commission		57	
		Catalogue and Advertising		75	
					132
		Bill	CASH.	NET.	830
			7/21/97		
3	104	3	312		
	379	12	569		
	81	1	81		962

Lithographing.
Engraving.
Rubber Stamps.

Everything for the
Office, School,
Library and Store.

New York, July 23 1897

Mr Alex Baxter & Co

To CHAS. S. NATHAN, Dr.

MANUFACTURING AND JOBBING

Stationer and Printer,

20 FULTON STREET, Cor. Front St.

the goods were sold. and the prices quoted were from this statement

66	Lace Curtains	6 60	
1	Chair		
1	Pidgeon Hole	60	
35	Books of B. H.	1 22	
384	" @ 5/8	2 40	
431	"	2 15	
379	Bibles	7 58	
81	Boxes Fish Hooks	81	$21.36
	Total charges	5 22	
	Pd cash	14 25	19 47
	Bal Amt due		$1.89

ALEX. R. BAXTER & CO.,
Auctioneers,
52 & 54 WALKER STREET,

New York, July 29th 1897

Mr. Chas. N. Nathan

Dear Sir

Your letter of the 28th inst at hand and it was our intention not to answer as we have wasted so much time with you on this matter: But as a final effort to get you to understand your account we would suggest that you have some of your business acquaintances go over the matter with you and you will find it correct

If they should find to the contrary we shall be happy to have them show us our mistake and we shall make good anything they can show us wrong. As to your threats we think nothing, but are surprised that a man of your age should show such ignorance in such a small matter

Yours Truly
Alex. R. Baxter & Co

New York, Aug 1 1897

Mr. C. S. Nathan

To Alex. R. Baxter & Co.

AUCTIONEERS,

Nos. ~~60 & 62 Lispenard St.~~ 52 & 54 Walker St., Near Broadway.

Terms—Cash, Bankable Money.

July	9	~~To Bill~~ By Sale	23	60
	13	" "	8	30
			31	90
		Bill Thos Smith 14.53		
		" C. S. Nathan 3.12		
	7/21	Cash 14.25	31	90

Please remit and oblige

ALEX. R. BAXTER & CO.

1

Chas. S. Nathan,

MANUFACTURING AND JOBBING

Stationer and Printer,

20 FULTON STREET,

New York, Aug 10 1897

Hon Wm L. Strong
Mayor. New York City
Dear Sir, I would respectfully call to your attention, the methods of doing business the Firm of Alex Baxter & Co Auctioneers 52 & 54 Walker St. I sent them goods to be sold at Auction and on their returns they charged me about 33%. I called, also wrote them. their only reply was to insult me. the matter is very small involving an amount of only $1.89 but that does not alter the fact that as public Auctioneers they should be called to account. if agreeable to you I will submit papers and letters showing how they

2

Chas. S. Nathan,

MANUFACTURING AND JOBBING

Stationer and Printer,

20 FULTON STREET,

New York, ... 189

do business, at any opportunity you wish, as the longer they continue, the more harm they can do to any persons unfortunate enough to have dealings with them, awaiting a reply

I remain

Yours truly

C S Nathan

Chas. S. Nathan,

MANUFACTURING AND JOBBING

Stationer and Printer,

20 FULTON STREET,

New York, Aug 12 1897

Hon Wm L. Strong
Mayor City of N.Y.
Dear Sir. Yours
of the 11th instant
to hand, in reply,
enclose statement of
Alex Batter & Co, which
they sent me, also the
copy of the statement
I sent them & the reply
I recieved. Before I
sent them the statement
by mail. I called on
them for an explanation.
But they refused to explain
& insulted me. I contented
to their charges as correct
even though they were

Chas. S. Nathan,

MANUFACTURING AND JOBBING

Stationer and Printer,

20 FULTON STREET,

New York, 2 189

pretty high. The 1.89
of which I complain
is open robbery.
Hoping that you
will have this matter
take its proper
course I remain
yours truly
Chas S. Nathan
Pr S.

Office Telephone, 2002 Cortlandt. Residence Telephone, 151 Columbus.

LAW OFFICES
OF
ISAAC FROMME,
256-257 BROADWAY.
[Home Life Ins. Building.]

(31)

Aug 16/97 Sent with ~~Doc~~ Doc. Frm
per Frm
auctioneer
in Whole T.P.
Th $3.
for

NEW YORK, Aug. 14 1897.

Hon William L Strong
Mayor of the City of New York

Dear Sir.

In the matter of the complaint of one Sutherland v Samuel Kreiser auctioneer I wish to say that the complainant was a judgment debtor and on examination of Mr Samuel Kreiser a third party it appeared that the moneys due Sutherland were assigned by him to a Miss Havens. Mr Kreiser was under an injunction not to pay over any funds in his hands. The matter was finally adjusted to enable Sutherland to settle with his creditors Mr Kreiser pay-

Office Telephone, 2002 Cortlandt. Residence Telephone, 151 Columbus.

LAW OFFICES
OF
ISAAC FROMME,
256-257 BROADWAY.
[Home Life Ins. Building.]

NEW YORK, 189

ing over certain of the moneys to the judgment creditor with the consent of all parties. There is a small balance due Sutherland less $30.20 costs to me which Mr Kreiser is and always has been ready to pay over Sutherland has threatened to make trouble for Kreiser through the Mayors office as he states. Mr Kreiser as before stated will pay him the balance less $30. in proceeding entirely for Sutherlands benefit He has an adequate remedy at law but thinks he can force Kreiser to pay the whole amount by complaining against him.

Truly Yours
Isaac Fromme

Aug 14

34