

New York, Sept 2nd 1897

To the Hon. W. L. Strong
Mayor of the City of N.Y.

My Dear Sir:-

Would you kindly direct your
attention to a number of people
in the City, doing business as
Auctioneers not having paid
any license fee. We Auctioneers
who have done so are greatly
aggrieved, by (non Auctioneers) who
carry on the second hand Furniture
Business and in this way evade
the payment of license, as they
have displayed upon their Sales
Rooms the name of an Auctioneer
who has no license
Among these are the firms
or individuals viz:-

Blackman & Son Broadway
Louis Van Brink Cr 117' fr + 3 An
Charles Ullman 3' An near 30' fr
W. Phillips 3' An near 34' fr
S. H. Len 85 " fr near 2' An
Morris Meyer 3' An near 1 1/2 fr

And others too numerous
to mention,

Kindly give this
your Earliest attention & Oblige

A Licensed Auctioneer

New York, Sept 3rd - 1897

Mrs D. Cassidy

BOUGHT OF

THOMAS BOWE,

AUCTIONEER

AND

Commission Merchant.

Deposits required from all
Purchasers.
Goods must be removed
within 24 hours after Sale or the
deposit forfeited.

Terms of Sale, Cash.

Cor. 8th Street and University Place.

To Bill Mase	733	55.
By Cash.	366	55

Bal due	367	00
---------	-----	----

Less	12	75
4 Beds 1 Chip	354	25

400 25
354 25
45 75

Regular Sales of Household Furniture,
Carpets, &c. at Salesroom, Corner 8th Street
and University Place, every Friday at 11 o'clock.

THOMAS BOWE,

Auctioneer.

Personal attention paid to Sales at Owner's Residence.

※
PARTICULAR
ATTENTION
GIVEN TO
SALES OF FURNITURE
AT RESIDENCES.
※

THOMAS BOWE,
GENERAL AUCTIONEER
AND
COMMISSION MERCHANT.
Cor. Eighth Street and University Place.

※
REGULAR SALE
OF
FURNITURE, &C.
EVERY FRIDAY
AT 11 A. M.
※

New York, 9/14/1897
Hon W. L. Strong Mayor.
Dear Sir

In reply to your demand to furnish you with a statement regarding my transactions with a certain Mrs Cassidy, I wish to state that all goods purchased by the lady at my salesrooms on Friday Sept 3rd 1897 were in every instance legitimately bid in by Mrs Cassidy and not one dollar's worth of goods was added to her bill.

The audience on that day of sale was very large and bidding was good and above all Mrs Cassidy rendered an offer on almost every item as it was put up by me.

Mrs Cassidy gave on all goods purchased by her a cash deposit of one hundred & sixty six (166) dollars and the deposits were made at

PARTICULAR

ATTENTION
GIVEN TO
SALES OF FURNITURE
AT RESIDENCES.

THOMAS BOWE,

GENERAL AUCTIONEER
AND
COMMISSION MERCHANT.
Cor. Eighth Street and University Place.

REGULAR SALE

OF
FURNITURE, &C.
EVERY FRIDAY
AT 11 A. M.

New York, 189

different times as the case pro-
ceeded, and eventually deducted
from her gross bill, Mrs Cassidy
kept no account of her purchases.
(to my knowledge) as the articles
were "knocked down" to her and after
purchasing indiscriminately about \$750.00
worth of furniture and carpets it might
occur to her that some of the articles
were not of her bidding, I wish how-
ever to state to your Honor that such
has never been my practice within my
26 years of business as Auctioneer
Trusting this
may be a satisfactory answer to Mrs.
Cassidy's complaint I remain
Yours very Respectfully
Thos Borne.

Thos Bone Arch.
8th St. & Ninth Pl.
" "

Mrs J Cassidy 423
234 Lex. Ar.
bet 4th & 43rd St.

Sale m^{rs} h^{er} Lafayette Pl
& 8th St. last week
Sept 2nd = bought my
list

Sent lot of things I did not
buy

What Arch. Bone

Sept 10 for explanation

Sent Mrs Cassidy copy
of letter attached Sept 15/97

Ice Box

Piano

Parlor set 3

Brass bed

Benches 5

Wicker Chair

carpets 3 three

Rug:

Folding beds

Stair Carpet 2

Side board

Extension Table

Chairs 6

Desk

Curtains

Chairs 6

Kitchen Table

Hall stand

Brass Table

Pillows & Bolster

mattresses 5

Blanket

Table

Candle sticks 3

Brackets 3

Fancy Tables 2

~~Brass Table~~

Brass Chairs 2

~~mattresses 5~~

Pictures 3

LEATHER - FINDINGS
SPECIALTIES.

Lasting Tacks.
Solinger Knives.
French Hammers.
Spring Punches; separate Tubes
Last Hooks.
Scratch Bones.
G. B. W. Knives.
Corrugated Heel-Irons.
Collices.
Magnetic Sharpening Steels.
Rasps.
Cutting Nippers.
Hook Machines.
Eyelet Sets.
Boot Hooks.
Dexterine.
Ink Brushes.

S. Oppenheim,

IMPORTER OF

AWLS, HAMMERS, PINCERS, TOOLS, ETC.

100 FIRST STREET:

New York, Sept 27 1897

HARDWARE
SPECIALTIES.

Pierron Shears.
Furrier Pliers.
Hand & Spring Punches.
Side-Cutting Nippers.
Combination Nippers.
Button Pliers.
Saddler Pliers.
Sailmaker Pliers.
Tweezers.
Screw Drivers.
Needles.
Hafts.
Awls.

To Hon. Wm Strong
Mayor of City of N.Y.
Dear Sir,

I beg to call your attention to the following illegal transaction of Saml Kreiser, Auctioneer, in conjunction with Archibald Fraser.

The latter's stock was sold at auction Sept. 8 for the benefit of his creditors. I purchased some Leather at the sale consisting of $7\frac{1}{2}$ doz Cowhides @ 2^{00} per doz., but the auctioneer's bookkeeper erroneously billed the goods 7 doz Cowhides @ 2^{00} per doz. = \$14 and I paid the bill of several items without noticing the error. I sent my clerk to have the difference in money refunded and Mr. Fraser who happened to be present at the time would not allow Mr. Kreiser to return the ^{difference of} money; he compelled

LEATHER - FINDINGS
SPECIALTIES.

Lasting Tacks.
Solinger Knives.
French Hammers.
Spring Punches; separate Tubes
Last Hooks.
Scratch Bones.
G. B. W. Knives.
Corrugated Heel-Irons.
Collices.
Magnetic Sharpening Steels.
Rasps.
Cutting Nippers.
Hook Machines.
Eyelet Sets.
Boot Hooks.
Dexterine.
Ink Brushes.

J. Oppenheim,

IMPORTER OF

AWLS, HAMMERS, PINCERS, TOOLS, ETC.

100 FIRST STREET.

New York, Sept 22 1897

HARDWARE
SPECIALTIES.

Pierron Shears.
Furrier Pliers.
Hand & Spring Punches.
Side-Cutting Nippers.
Combination Nippers.
Button Pliers.
Saddler Pliers.
Sailmaker Pliers.
Tweezers.
Screw Drivers.
Needles.
Hafts.
Awls.

To Hon. Wm Strong
Mayor of City of N.Y.
Dear Sir,

I beg to call your attention to the following illegal transaction of Saml Kreiser, Auctioneer in conjunction with Archibald Fraser.

The latter's stock was sold at auction Sept. 8 for the benefit of his creditors. I purchased some Leather at the sale consisting of $7\frac{1}{2}$ doz Cowhides @ 2^{00} per doz, but the auctioneer's bookkeeper erroneously billed the goods 2 doz Cowhides @ 2^{00} per doz = \$4 and I paid the bill of several items without noticing the error. I sent my clerk to have the difference in money refunded and Mr. Fraser who happened to be present at the time would not allow Mr. Kreiser to return the ^{difference of} money; he compelled

my clerk to return the skins or have the ^{\$}14
as he claimed they were worth ^{\$}14; but
afterwards Mr. A. Fraser sold them to
a party for ^{\$}4⁰⁰

If this case is, not within
your jurisdiction, kindly refer me
to whom to send the complaint.

Yours respectfully
J Oppenheimer

3,500 Pairs of Fine
SHOES.

S. WANG, AUCTIONEER,
WILL SELL THIS DAY, AT 10 A. M.

468 E. Houston st., corner Lewis,
one of the finest and largest
staple stock, consisting of
3,500 PAIRS SHOES.

such as Men's and Ladies' Goodyear Welt,
Snow's hand sewed, all high-grade make; fine
line of Youths' and Boys', Misses' and Children's
Shoes; those goods consist of the best make;

widths, D, E and EE;
to be sold in large lots to
dealers without reserve.

BY ORDER OF SAM BOGIN.
Auctioneer's office, 59 Pitt st.

Martin Saxe.

Attorney & Counsellor at Law.

No. 265 Broadway.

*in association with
Hastings & Gleason.*

New York.

Telephone "2207 Cortland"

Wang.

Wednesday

S. Wang,

GENERAL AUCTIONEER

Sells all kinds of Stores & Stocks of Merchandise.

REASONABLE COMMISSION.

Office, 59 Pitt Street,

Bet. Delancey and Rivington Sts.,

NEW YORK.

S. WANG.

Dealer and Jobber in

FINE DRY GOODS,

LADIES' AND GENTS'

FURNISHING GOODS

Ladies & Boys Waists and Wrappers made to Order.

160 RIDGE STREET. 160

Bet. Stanton & Houston St

NEW YORK.

$$\begin{array}{r} 7\sqrt{30} \\ \hline 225 \end{array}$$

$$\begin{array}{r} 127\frac{5}{4} \\ 102\frac{1}{4} \\ \hline 683\frac{1}{4} \end{array}$$

$$\begin{array}{r} 55.0 \\ 27.50 \\ \hline 28.118 \end{array}$$

S. Wang,
AUCTIONEER,

110 SUFFOLK ST.,

Office at H. Wallach's, 240 Stanton St., New York.

Stores & Stocks of Merchandise of all descriptions, Bought for Cash
at the Highest Prices. Also Sold on Reasonable Commission.

Mich 5/94 B. Greenleaf
Sale at

235-2nd St

2 City.

CITY AND COUNTY OF NEW YORK: SS:

EDWARD P. ROCKWOOD being duly sworn deposes and says that he is in the employ of Messrs. A. J. Bates & Company, manufacturers and wholesale dealers in boots and shoes, at No. 202 Church Street, in the City of New York. That on Thursday, the 7th day of October, 1897, deponent heard that one L. Weingart of 372 Grand Street, in the City of New York, was disposing of his entire stock. Deponent immediately called at the store formerly occupied by the said Weingart, at 372 Grand Street, reaching said store at about four o'clock. The store was locked, and apparently there were no goods left in the store. Deponent then met L. Wise and Jacob Klein, who is in the employ of A. J. Bates & Company. Deponent, in company with said L. Wise and an employee of William Neely, then endeavored to ascertain what had become of the goods, and visited a number of places endeavoring to ascertain who had purchased the goods, and where they had been moved. Said Wise went into premises No. ⁴¹⁸~~336~~ Houston Street, and stated to deponent that he saw Wang in that place. Deponent finally ascertained that the goods had been moved to ⁴¹⁸~~462~~ East Houston Street. Deponent visited such place, and found a large stock of shoes in the individual boxes or cartons heaped up on the floor, and a number of men were then working, placing them on the shelves, apparently lotting them up for a sale.

Sworn to before me this)
12th day of Oct., 1897.)

Edward P. Rockwood

A. Kyleason
Notary Public
N.Y.C.

STATE OF NEW YORK)
 : ss:
CITY ANDCOUNTY OF NEW YORK)

HENRY L. HARRIS being duly sworn deposes and sayst that he is engaged in the boot and shoe business selling goods on commission. That he knows the store of L. Weingart at No. ~~722~~ 372 Grand Street in the City of New York. That on Thursday the 7th of October, between half past two and three o'clock in the afternoon, he was coming through Grand Street and by said store and saw one large covered van, the same as used for moving pianos on the street running at right angles with Grand Street near the said store of said Weingart which is on the corner. That a number of men were taking goods from the shelves in the store and loading the van. That such loading was carried on in such a hurried manner, the people being in such a hurry, it attracted deponent's attention to same.

Sworn to before me this
12th day of October, 1897.

Charles H. Brown
Notary Public
N.Y.C.

CITY AND COUNTY OF NEW YORK: SS:

CHARLES H. BROAS being duly sworn deposes and says that he is connected with the office of Messrs. Hastings & Gleason, attorneys and counsellors-at-law. That on the 8th day of October, 1897, deponent was present at the office of his Honor, the Mayor of New York, in the City Hall, and there saw S. Wang. That in deponent's presence said Wang stated that he was in co-partnership with Bogin, and that they were in the habit of buying stocks which Wang sold.

That for the past two or three years deponent has heard of a large number of stocks which said Wang has sold as auctioneer, and the parties have failed and not paid their creditors. That deponent has examined the statements of various creditors of L. Weingart, and finds the purchases to be as follows:-

From A.J. Bates & Company, between Sept. 1st, and September 16, 1897,	\$437.48
Wallace Elliott & Company, between September 1st and September 10th, 1897,	100.90
Manhattan Shoe Company, between September 7th and September 21, 1897,	98.25
William Neely, between September 7th, and September 29th, 1897,	82.80
William J. Young, between September 16th and September 25th, 1897,	43.75
Nathaniel Fisher & Company, between September 1st and September 23rd, 1897,	153.55
Lazarus Fried, between September 1st and September 25th, 1897,	340.10
David Simon, between September 1st and September 25th, 1897,	160.55

and said Weingart has not paid for any of said goods.

Sworn to before me this)

13th day of Oct., 1897.)

Edmund J. Martin

Notary Public

N. Y. Co.

Charles H. Broas

CITY AND COUNTY OF NEW YORK: SS:

LEOPOLD WISE being duly sworn deposes and says that on the 9th day of October, 1897, together with an employe of William Neely, he went to the store formerly occupied by L. Weingart, at 372 Grand Street in the City of New York, and there met Jacob Klein, an employe of of A. J. Bates & Company, and Edward O. Rockwood, also an employe of A. J. Bates & Company. Deponent reached said store between four and half past four; that such store was then locked, and apparently all the goods had been removed.

In company with said employe of William Neely and Mr. Rockwood, deponent then endeavored to ascertain what had become of the stock of goods, and who had taken same. After visiting a number of places deponent found S. Wang, who is an auctioneer, at premises No. 468 East Houston Street, which is an auction place, having the name B. Fry outside.

Deponent had known S. Wang, B. Fry and "Sam" Bogin for a number of years. When deponent reached said store, the goods from Weingart's store were in a large pile in the centre of the floor as though they had been hurriedly thrown in, and a number of men were engaged in sorting the goods and putting them on the shelves, apparently for the purpose of lotting them up for a sale. Deponent saw B. Fry and S. Wang in the store, both of them working with the men sorting out the goods. Deponent stated to Fry that he ought not to dispose of the goods as they were illegally gotten, and Fry said he had a bill of sale of the goods and would do just as he pleased with them. Wang then came up, and said to deponent, "We have bought this stock. Do you want to get me into trouble? Go ahead and do as you please." Deponent stayed in said store a short time, and during the time deponent was present the men were working

very rapidly, putting the goods on the shelves, and Wang and Fry were doing so also when deponent left.

Shortly afterwards deponent saw Weingart and asked him in regard to the sale of the stock to Wang. He stated that he commenced to negotiate with Wang and Bogin to sell them the stock on the morning of the 7th, and negotiations continued until about two o'clock when he received sixteen hundred dollars in cash for the stock. That the money was paid to him by Bogin. Weingart stated that during the negotiations Wang was present, and took part in same, and that no inventory of the stock was taken: that he thought he had about \$3500 worth of goods at cost price.

Deponent found in the Morning "World" of October 8, the following notice of sale of the Weingart goods by Wang at auction.

int. kill	3,500 Pairs of Fine SHOES. S. WANG, AUCTIONEER, WILL SELL THIS DAY, AT 10 A. M., 468 E. Houston st., corner Lewis, one of the finest and largest staple stock, consisting of 3,500 PAIRS SHOES. such as Men's and Ladies' Goodyear Welt, Snow's hand sewed, all high-grade make; fine line of Youths' and Boys' Misses' and Children's Shoes; those goods consist of the best make; widths, D, E and EE; to be sold in large lots to dealers without reserve. BY ORDER OF SAM BOGIN. Auctioneer's office, 59 Pitt st.	Born Dec &c. Ext Cutt IM EI larg
--------------	--	---

That to deponent's knowledge said Wang, for several years past, has been engaged in buying stocks of all kinds of merchandise, and deponent has frequently seen notices of sale at auction of same in the daily papers.

That as deponent is informed and verily believes, said Wang purchased and sold at auction stock of one Lebow, about February, 1897. Said Lebow never paid anything to his creditors, and is now conducting business in Brooklyn under his

int.
kill

LL.
st.
st.
NS,
RG,
AND

Y."
Bay
ove.

M.
M.
ves
M.;
urg

3,500 Pairs of Fine SHOES.

S. WANG, AUCTIONEER,
WILL SELL THIS DAY, AT 10 A. M.,

468 E. Houston st., corner Lewis,

one of the finest and largest

staple stock, consisting of

3,500 PAIRS SHOES.

such as Men's and Ladies' Goodyear Welt,
Snow's hand sewed, all high-grade make; fine
line of Youths' and Boys', Misses' and Children's
Shoes; those goods consist of the best make;

widths, D, E and EE;

to be sold in large lots to

dealers without reserve.

BY ORDER OF SAM BOGIN.

Auctioneer's office, 59 Pitt st.

Born
Dec
&c.

Ext
Cutt

IM

El

larg
50.0

wife's name.

About June 1st, 1897, Wang purchased the stock of A. Schoenfeld, who never paid anything to his creditors. About May, 1897, Wang also purchased the stock of B. Levy of 165 Christie Street who never paid anything to his creditors. Wang, in April, 1897, bought the stock of Wm. Landsman, who never paid his creditors.

CW
In July, ¹⁸⁹⁷ Wang purchased the stock of Silberman Brothers, who never paid anything to their creditors. Deponent knows the said Silverman Brothers, who formerly did business at 78 Norfolk Street, and recently saw them and inquired as to their selling out to Wang. One of said Silverman Brothers stated that Wang was in their store looking over the stock, and offered about seven hundred dollars for it; and that said Wang had a number of men present and immediately removed the goods into a van that was in front of the store, and after he got the goods he had refused to pay said Silverman more than five hundred dollars for the stock. That after a great deal of argument and threats, said Silverman finally accepted the five hundred dollars, and said Wang took the stock.

Deponent is also informed that said Wang purchased the stock of J. Shoeman of 43 Delancy Street, and that said Shoeman never paid his creditors any money.

Sworn to before me this)

13th day of Oct., 1897.)

Leopold Wise

Charles H. Broas
Notary Public
NyCo

CITY AND COUNTY OF NEW YORK: SS:

FRANCIS W. WALKER being duly sworn deposes and says that he is employed by William Neely , a wholesale dealer in boots and shoes at No. 108 Duane Street in the City of New York. That on October 7, 1897, in company with Mr. L. Wise deponent visited the store formerly occupied by L. Weingart, at No. 372 Grand Street, reaching there about half past four or a quarter to five. The store was locked, and apparently empty. That deponent thereafter visited the premises No. 468 East Houston Street, and saw the Weingart stock of shoes piled on the floor, and a number of men working on same, putting it on the shelves. That deponent saw said L. Wise talking with some parties unknown to deponent.

Sworn to before me this)

13th day of Oct., 1897.)

Francis W. Walker

A. H. Gleason

CITY AND COUNTY OF NEW YORK: SS:

JACOB KLEIN being duly sworn deposes and says that he is in the employ of A. J. Bates & Company, manufacturers and wholesale jobbers of boots and shoes, doing business at 202 Church Street, in the City of New York. That he knows L. Weingart who formerly did business at 372 Grand Street in the City of New York, and that on October 7th, 1897, about three o'clock in the afternoon deponent reached said store and saw a number of people around it, and two large covered vans on Norfolk Street, the store being on the corner. That at least fifteen men were working very rapidly, carrying the shoes from the shelves without packing same, and throwing them into the vans. That deponent went into said store and saw Bogin, Fry, Dessauer and Wolowitz, and others; the parties mentioned, together with Wang, have the reputation of buying stocks jointly, and dividing the proceedings, Wang acting as auctioneer.

Deponent asked who had bought the stock, and Bogin said he had. Deponent then said the stock was "crooked," that Weingart had not paid his creditors, and that he had bought part of the goods only a few days before. Bogin said the stock was "straight"; deponent then told him that the firm he represented was a creditor to the extent of about four hundred dollars. Bogin said he had not paid the money to Weingart, and that deponent should come around to Bogin's office in half an hour, when he would make the final settlement, and he would see the money paid there. Deponent then saw the men who were present moving the stock get on the trucks, and drive off very rapidly. Deponent went to Bogin's place in Broome Street, and stayed there for some time, but did not see Bogin, and has not seen him since. That deponent has been in

said Weingart's store frequently, and is familiar with the value of stock in the said store, and considers that the stock said Weingart had in his store to be worth from forty-five to fifty-five hundred dollars.

Deponent asked Bogin what he had paid, and he told him that he had paid dear for it.

Sworn to before me this)

13th day of October, 1897.)

Jacob Klein
Joseph M. Harris
Commissioner of Deeds.
N. Y. Co

MADE IN U.S.A.

M 2 8 3 B L A B Y C O M F I N E

IN RE S. WANG.

Hastings H. Gleason
265 Broadway
N.Y.

Cases adjourned till Monday
Oct 18; changed till Wednesday
Oct 20 with suspension.

S. Wany Auctioneer

468 E Houston St.

Complaint of Hartings &
Gleason for the shoe
trade. Com. set
down for Oct. 12/89-
3pm

In the Matter of the Complaint
against
Simon Wang
Auctioneer, &c.,

STATE OF NEW YORK :
CITY AND COUNTY OF NEW YORK, : SS:-

SIMON WANG, being duly sworn, doth depose and say as follows: I reside at No. 59 Pitt Street in the City of New York. My business is that of an Auctioneer. I have been an Auctioneer for about six years last past. I am the defendant in a certain proceeding now pending before his Honor William L. Strong, Mayor of the City and County of New York, wherein it is alleged and a pretended charge is made that I, by a combination, collusion and device assisted one Louis Weingart in disposing of the contents of a shoe store heretofore carried on by said Weingart at No. 372 Grand Street in the City of New York. That with respect to the charges made against me, I hereby solemnly state as follows:

That on the evening of the 7th day of October, one Samuel Bogin called at my residence and stated that he had a stock of shoes in the store of premises No. 468 East Houston Street in this city, desired that I should inspect the same and also asking what I would charge him to sell and dispose of the same the following day at public auction. That in accordance with his request I visited the premises No. 468 East Houston Street that same evening and then and there agreed to sell and dispose of the stock of shoes which he exhibited to me for the sum of

\$20.00, the said Bogin also agreeing to pay for advertising, help, &c. and said employment resulted in the execution by said Bogin of a written contract, the same being hereto annexed forming part of this affidavit as if the same were set out at length; that prior to my visit at said store No. 468 East Houston Street in the City of New York, I knew absolutely nothing whatever with relation to the sale of said goods by Weingart to said Bogin, nor did I in fact know from whom Bogin purchased said stock of shoes, save and except that before the goods were disposed of at public auction, the said Bogin exhibited to me the bill of sale executed by the said Weingart.

I positively and emphatically assert that I was not at the store or place of business of said Weingart at any time with respect to the sale of his stock or with respect to the purchase of the same by the said Bogin nor was I in any manner interested in the purchase of said stock by the said Bogin, nor was I in any manner, or to any extent whatever pecuniarily or otherwise interested in the said stock of shoes, save and except that I was employed to sell the same at public auction by the said Bogin as hereinbefore alleged and that pursuant to such employment, the said sale was duly announced in the newspapers the following day and advertised for sale at public auction according to law.

I reiterate that I did not participate in the purchase of said stock by the said Bogin, had absolutely no interest therein and did not know that Bogin had negotiated for the purchase of the said stock of shoes and did not know that he intended purchasing the same and knew nothing whatever respecting said stock of shoes until I was employed to sell the same at public auction by the

said Bogin as herein stated.

I did not contribute any part of the purchase money used in the purchase of the said shoes, was not present when any negotiations were had with respect to the sale of the said stock of shoes by the said Weingart to the said Bogin. I was not present at the drawing of the Bill of Sale.

I further state that I have been informed that an affidavit has been presented to his Honor The Mayor in this proceeding, verified by some person unknown to me, who makes oath to the effect that Weingart, the vendor of the goods, had made a statement to said party to the effect that I was at Weingart's store or in some manner participated in said sale. I characterize any such statement as being absolutely, wilfully and deliberately false and I challenge the production of any witness who can testify, or make oath to the effect that I at any time in any way, shape, form or manner had any conversation with the said Weingart with relation to the sale of disposition by him of his store, stock or place of business and in connection therewith desire to state that on the 7th day of October, 1897, being the day upon which the said stock was disposed of by the said Weingart to the said Bogin, as appears by the Bill of Sale, I was engaged said entire day in the sale of a stock of hardware at No. 304 7th Avenue, in the City of New York, which sale was duly announced and published in the newspapers of this city on said day and at which sale I attended from about 9 A.M., until about 5 P. M., of said 7th day of October, 1897.

Sworn to before me this

14th day of October, 1897

14th day of October, 1897. Simon, Hong
A. H. Fagelund
Youngster's paper

New York Oct. 7, 1897

This is to certify that I have engaged

S. Wang

Auctioneer, to sell my

Shoe Store

at Public Auction, in one or more lots, to the highest bidders, without reserve,

on

Friday, Oct. 8, 1897.

at No.

468 E. Houston St. City

and agree to pay said Auctioneer for his services, the sum of

Twenty Dollars

also to pay for Advertising, Help, Etc.

1452 p86

New York Oct. 7, 1897

This is to certify that I have engaged

S. Wang

Auctioneer, to sell my

Shoe Store

at Public Auction, in one or more lots, to the highest bidders, without reserve,

on Friday, Oct. 8, 1897.

at No. 468 E. Houston St. City

and agree to pay said Auctioneer for his services, the sum of

Twenty Dollars

also to pay for Advertising, Help, Etc.

11172 p86

-----X
In the Matter of the Complaint
:

against
:

Simon Wang, Auctioneer, &c.
:
-----X

State of New York

City and County of New York, ss

BARUCH FRY, being duly sworn, says; I deal in General Merchandise. My place of business being at No. 468 East Houston Street in the city of New York. That prior to the 15th day of June, 1897, I was an Auctioneer in the City of New York and have been an auctioneer in this city for about fifteen years last past. I have read the annexed affidavits of Samuel Bogin and Abraham H. Berrick and aver that the facts therein contained with respect to the drawing of the bill of sale, with respect to inquiring of said Weingart as to his financial condition and as to his motive in selling and disposing of the stock of shoes, as to the drawing of the bill of sale and as to who was interested in said stock of shoes that the averments contained in said annexed affidavits are true in each and every particular to my own knowledge and belief.

I further state that the only persons interested in the purchase of said stock in any way, shape, form or manner was the said Samuel Bogin and myself and I only became interested therein, by reason of Bogin's request in my part to advance certain money as he did not have sufficient funds with which to purchase the said stock and I advanced said money upon the understanding

that I was to be interested in some of the profits and
that the stock was to be removed to my store where it was
accordingly removed and advertised for sale the following
day at public auction.

Sworn to before me this :
14th day of October, 1897.:

Baruch Fry

A. D. Farnham
Notary Public

-----X
In the Matter of the Complaint
against

Simon Wang,
Auctioneer, &c.
-----X

State of New York :
City and County of New York, : SS:-

ABRAHAM H. BERRICK, being duly sworn, says;
I am now and have been for almost twenty years last past
an Attorney and Counsellor at Law, duly admitted to prac-
tice as such. My office address is now and has been for
almost ten years last past at Nos. 258 and 259 Broadway in
the City of New York.

That on the 7th day of October, 1897, at
the request of one Samuel Bogin, I had prepared by one
of the employees in my office, a Bill of Sale, wherein and
whereby Louis Weingart transferred and conveyed to said
Bogin the stock, chattels and fixtures of a shoe store sit-
uate in the store of premises known as No. 372 Grand Street
in the City of New York. I had nothing whatever to do
with said transaction, save to act in a professional capaci-
ty in the drawing of a Bill of Sale and advising Bogin,
as counsel, with respect to the purchase of the same.
That before the drawing of said bill of sale, I inquired
of the vendor whether he was indebted and whether his in-
tention in disposing of said stock was for the purpose of
cheating and defrauding any creditors and he stated that
that was not his intention, that his stock was free and
clear and unincumbered, save that he owed some few small
trifling debts which he intended to pay; that he had em-

marked in the shoe business as novice, had lost considerable money therein and did not intend to lose any more, and for that reason he was desirous of selling and disposing of his stock. Thereafter the bill of sale was drawn and subsequently executed.

That at the time of the purchase of said stock of goods by the said Bogin, Simon Wang, who is now being charged with acting in collusion with said Bogin and others, in order to assist the said Weingart to cheat and defraud his creditors, in no manner participated in the purchase of said stock, as far as I know.

I positively assert that he was not at my office from the time the parties called there up to and including the execution and delivery of said bill of sale, nor was he at all at my office with respect to said transaction, until some days thereafter he called to see me and informed me for the first time that charges had been preferred against him before his Honor The Mayor growing out of the purchase of said stock by the said Samuel Bogin. And that is the first time that I knew, was made aware, or had any knowledge that Wang was in any manner connected with said transaction, even in the capacity of Auctioneer.

I have absolutely no interest in this matter and make this affidavit at the request of said Simon Wang, in view of the charge now pending against him for the reason that I can safely assert that as far as I know he had absolutely no connection with the purchase of the said stock of goods by the said Samuel Bogin and was not present when the said purchase was completed and the bill of sale executed at my office.

Sworn to before me this :
14th day of October, 1897..:

A. H. Hamilton
Notary Public

Simon Wang

-----X
In the Matter of the Complaint

against

S i m o n W a n g, Auctioneer,
&c.

-----X
State of New York :
City and County of New York, : ss:-

SAMUEL BOGIN, being duly sworn, says; I reside at No.191 Broome Street in the City of New York. My business is that of a speculator. I buy up all sorts of goods either at private or public sale. That on the 7th of October, 1897, I purchased of one Louis Weingart, by Bill of Sale, a stock of shoes together with the chattels and fixtures in his business then carried on at No.372 Grand Street in the city of New York and paid therefor the sum of \$1600, which I believed at the time and now believe to be a reasonable price for the same; that no person, other than one Baruch Fry, whose affidavit is hereto annexed had any interest whatever in the purchase of said stock by me and Fry's interest therein is explained as follows: I did not have sufficient money with which to purchase said stock and requested said Fry to come to my assistance and stated that if he would advance part of the purchase price that according to the sum which he invested I would allow him to be interested to that extent in the profits and the arrangement was made accordingly and that is the reason why the stock was removed to the store of premises No.468 East Houston Street where the said Fry is carrying on business. There was no other motive or intention in removing said stock to the said premises aforescribed.

I further state that Simon Wang, who has at various times, sold goods for me at public auction, was not in any manner, shape, or form, nor to any extent, interested in the said stock of shoes, save that I employed him under a written agreement, wherein and by which I agreed to pay him the sum of \$20.00, for selling the said stock of shoes at public auction and also agreed to pay for advertising, help, &c., but which sum I did not pay, in view of the fact that said Wang was prevented, while the sale was in progress, from continuing the same, he having received orders from his Honor The Mayor not to proceed with said sale and said sale was accordingly stopped.

I further state that the said Wang at no time participated in the purchase of said stock, nor was he ever at the place of business of said Weingart, nor was he present at the office of the attorney where said Bill of Sale was prepared, nor did he, as matter of fact, know that I had purchased the said stock, until I called at his residence and employed him in his capacity as Auctioneer for the purpose of selling and disposing of said stock of goods at public auction.

Sworn to before me this :
14th day of October, 1897..:

1757 P80
Signed in Hebrew
Samuel Rogin

A. H. Fairbank
Notary Public

In re Complaint

against

Simon Wang

In re Complaint

against

Simon Wang

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

H. GOLDBERG being duly sworn deposes and says that he was in business at No. 178 Rivington Street, N. Y. City. That on October 12, 1897, a friend of his made an appointment with him to meet S. Wang, an auctioneer, in Pitt Street. That on that day he met Wang, and the latter asked him if he wanted to sell his stock of shoes. Goldberg told him that he did; Wang replied that he would send two of his partners that evening for the purpose of looking over the stock, and agreeing upon the price, and that he could not come himself as he did not want people to know that he was interested personally in buying stocks. That evening a man named Bogin, and another man whose name Goldberg believes to be Wolowitz, came to deponent's store and looked over the stock, and finally agreed upon the price of Fourteen hundred dollars. They offered deponent fifty dollars as a deposit, which he refused to take as being too small, and they then went away. On the following morning, October 13, 1897, at about seven o'clock, S. Wang came to deponent's store, and asked deponent what the trouble was that he had not made the sale. Deponent stated that his partners did not make a reasonable deposit, and for that reason the deal was off. Wang then replied that he would send another one of his partners to see him.

That Wang went away, and another man came to the store, who stated he was from Wang, but deponent made no bargain with him. That when this man came to the store one ~~Jacob~~ *Jacob Dobbin* was in the store, to whom deponent sold his stock.

Sworn to before me this)

19th day of Oct., 1897.)

MS. 25
H. Goldberg
Notary Public
Wm

In matter

of Wang

Another man whose name Goldberg believes to be Wolowitz, came
early in buying stocks. That evening a man named Bokin, and
he did deposit people to know that he was interested person-
several up in the price, and that he could not come himself as
that evening for the purpose of looking over the stock, and
he did. Wang replied that he would send two of his partners
wanted to sell his stock of shoes. Goldberg told him that
that that day he met Wang, and the latter asked him if he
with him to meet S. Wang, an auctioneer, in Pitt Street.

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

LOUIS GOLDBERG being duly sworn deposes and says that he is of full age, and resides at No. 178 Rivington Street in the City of New York. That he is the brother of Hyman Goldberg, who was formerly engaged in the retail shoe business at the same address. That deponent has known S. Wang for upwards of three years last past: that on the evening of October 12, 1897, deponent saw the said S. Wang standing outside of the store of deponent's brother above named, looking into said store and watching certain persons who had been sent by said S. Wang to purchase the stock from deponent's brother. Said persons stated in deponent's presence that they had been sent thereby by said S. Wang. On the morning of October 13, 1897, deponent saw the said S. Wang in the store of deponent's brother at the above address. Said S. Wang was engaged in conversation with deponent's brother, and deponent heard the said Wang state to deponent's brother that he would send his partner to said store during the day to examine the stock.

Deponent further says that about three o'clock in the afternoon of October 12, 1897, one Bogin came to the store of deponent's brother, at the above address, and examined the stock with a view of purchasing the same. Said Bogin stated in deponent's presence and hearing that he was sent there by the said S. Wang.

Sworn to before me this)
 :
20th day of Oct., 1897.)

Louis Goldberg

Charles H. Rogers
Notary Public
N.Y.C.

Levene Bros.,
Dress Goods, Remnants, Seconds and Jobs
in Dry Goods and Woolens
No. 85 Walker Street

TELEPHONE CALL,
1132 FRANKLIN.

New York, ^{and} October 22 1897

Hon. Geo. L. Strong Mayor etc.

City Hall Bldg.

Esteemed Sir,

Your Honor will remember that on this day I appeared before you as a witness in the case of Simon Wang Auctioneer, charged with irregular practices. In view of the fact that your Honor may misinterpret my appearance in this matter, I thought to take this means of making my position entirely clear to you. Your Honor to the end that the evidence I have given may be weighed as it should, with the ultimate result that a leader of a notorious set, as your Honor and every other person who has heard the evidence given thus far before you, must be convinced, this individual Wang is, may be dealt with as your Honor may deem proper in the premises, and which ~~action~~ ^{action} should result in the revocation of his Auctioneer's License, and thus put him out of harm's way. In the

2.

Levene Bros.,
Dress Goods, Remnants, Seconds and Jobs
in Dry Goods and Woolens
No. 85 Walker Street

TELEPHONE CALL,
1132 FRANKLIN.

New York, 189

first place I desire to state that my main
object in appearing in this matter ~~on~~ ^{is} the
the principal cause that led to it ~~is~~ ^{is} the fact
that during the 13 or 14 years that we (Levy
Brothers) have been in business and during
which time I would add we have had con-
siderable dealings with the firm of Messrs
W. L. Strong & Co. it has been our misfor-
tune to have lost by reason of these Auction-
eers of the ilk of said Wang (and whom any
of the said Auctioneers confess has done and
is today doing more of that sort of business
than any of them, and in fact they confess
that it was mostly all of that sort of
business, that he did and some other)
getting small store keepers to fill their
stores with as much goods as they possibly
can purchase on credit, and then let Wang
and his ilk purchase for a song, and be-
fore any of the creditors could take action
engage a vacant store and dispose of
the goods and let the merchant sing for his

3

Levene Bros.,
Dress Goods, Remnants, Seconds and Jobs
in Dry Goods and Woolens
No. 85 Walker Street

TELEPHONE CALL,
1132 FRANKLIN.

New York, 189

money despite the fact that he and his
ill known will know the goods had been
obtained and in fact have advised the
store keeper right along. I would add
further that still knowing that the said
goods were unpaid for yet the store keeper
to swear to a bill of sale that same were
free and clear so that the said auctioneer
like Wang could have criminal recourse
against the store keeper in case of trouble.
I would say further that the said bills
of sale were invariably drawn during
the night by a force of notaries which
the said auctioneers have as their com-
mand and who fully understand the circum-
stances as well as the auctioneers and still
are ready to swear the store keepers to what
they know is not true viz: that they are no
money on the stocks etc. Now the reason
that I speak with such definiteness is
because as I said before my concern has
lost considerable money by reason of

4.

Levene Bros.,
Dress Goods, Remnants. Seconds and Jobs
in Dry Goods and Woolens
No. 85 Walker Street

TELEPHONE CALL,
1132 FRANKLIN.

New York, 189

the said Auctioneers practice several of
whose Licenses have been revoked by
your Honor yourself for that very reason
but now you have the ring leader in
this man Wang. I would say further to
prove the existence of a ring or ring of men
when they encounter a store keeper with
a big stock and credit they form a job
to advise and at the opportune time to
purchase the said stock and immediately
remove the same during the night and
sell as speedily as Levein before indi-
cated. I cannot for one moment allow
Mr. Abraham Joseph's (Atty) evidence in
the matter given before your Honor today
to pass without comment. What an at-
torned proposition that Mr. Joseph should
have sent Mr. Wang to Mr. Goldberg
to purchase the said Goldberg's stock?
Here I would remark that through my
contact with the Auctioneers of Wang's ill

Levene Bros.,
Dress Goods, Remnants, Seconds and Jobs
in Dry Goods and Woolens
No. 85 Walker Street

TELEPHONE CALL,
1132 FRANKLIN.

New York, 189

I would say that it has invariably been
the practice of such auctioneers when
they found that a storekeeper would not
submit to their extortionate demands and
fear of that the storekeeper was going to
backslide them or sell out to another auc-
tioneer, to inform the creditors of the store-
keeper as Wang did in this case, going
to Mr. Abraham Joseph whom he knew to
be the atty for certain creditors of Goldberg,
but only after he found that Mr. Goldberg
would not sell out to him but sold out
to Mr. Dublin Auctioneer, I think this is
very plain now as to his moral charac-
ter. In the year 1892 we were selling goods
to Wang & Horowitz who kept a dry goods store
at 160 Kedge St. Cty. In December 1892 Mr.
Simon Wang auctioneer and who was a member
of the firm of Wang & Horowitz came to our
place and purchased a bill of goods on credit
in the name of Wang & Horowitz despite
the fact that he had no authority to do

Levene Bros.,
Dress Goods, Remnants. Seconds and Jobs
in Dry Goods and Woollens
No. 85 Walker Street

TELEPHONE CALL,
1132 FRANKLIN.

New York, 189

to the firm of Wang & Hornumy having
~~been~~ discharged long before by Mr. Hornumy
stepping out but of which he ^(Wang) failed to give
us any notice. What is more I want to say
that ~~on~~ January 6th 1893 the said stock
was packed with dry goods obtained on
credit and during the night of January 6th
the said Wang disposed of said stock to an
auctioneer who removed it that night
and the said Wang disappeared from the
City for a time thereafter and has not
up to this day paid any of his obligations
a single cent although he is worth
thousands of dollars made by the method
herein before described. In November
1895, I met Mr. Wang in ^{dry goods} a store at
120 Ridge St. City kept by one J. Greenberg
a customer of mine and after his (Wang's)
departure in answer to my inquiry the
said Greenberg informed me that Wang
had approached him to purchase some
stock and he had discharged him on that

Levene Bros.,
Dress Goods, Remnants, Seconds and Jobs
in Dry Goods and Woolens
No. 85 Walker Street

TELEPHONE CALL,
1132 FRANKLIN.

New York,

189

Compliments, I must not forget to mention
that this same Mr. Joseph Chatham Atty
only a very short time ago (in the City Court
I think) brought an action on behalf of
a creditor against the said Samson Wang
for fraud in connection with the purchase
of a certain share stock (I think the stock
was that of one Spitzelsky now at No.
117 Delancey St.). I enclose your Honor
clippings from the World of July 19/97 and
July 20/97 from which you can see that the
said Wang has two or three sales at the
same time which certainly is a suspicious cir-
cumstance but he gets over that easily enough
by claiming his flag for a concealment,
and not acting in his capacity as he claims
although under the law none but he can act
under his flag. Now I think it is time that
the true facts before your Honor should be
so that you may be fully conversant
with the civil complaint of and in
the hope that your Honor will see the

Levene Bros.,
Dress Goods, Remnants, Seconds and Jobs
in Dry Goods and Woolens
No. 85 Walker Street

TELEPHONE CALL,
1132 FRANKLIN.

New York, 189

privately stated in your advertisement.
I think it might be well to mention among
the Americans here before referred to as
one J. M. Harris, Marcus Stempel, Morris
Haupt, A. Rosenthal, H. Wasserman
& many others whom I could mention all
of whom say that Simon Wang does
a larger business than any of them in
the purchase of stocks. Among the notaries
they use is one Samuel Sonofsky with
whom Simon Wang does quite a business
and by which business you or any other mer-
chant must sustain injury. Now I trust
your Honor will pardon my intrusion upon
your valuable time by such a lengthy
communication but the matter being so
great an import to all merchants and
the breaking up of a nefarious practice
a benefit I thought to fully lay all the facts
before your Honor so that the proof of its ex-
istence could not be doubted and which I hope I have
done. Would add that he is of "Respect. Yours."
The ill of our danger when licensed Joseph L. Levene.
you revoked.

S. Wang. 284 E. Howe Ave.

He bought crossed shoe stock some
time ago. which was replenished & rebonded
the creditors accepted money from Wang
Stock was worth \$3000. sold for \$1000
brought \$2000 under hammer

New York, Oct. 23rd, 1897.

Honorable William L. Strong,
Mayor, City of New York.

Dear Sir:-

Enclosed you will please find a Catalogue for sale of Tea, at Auction, which shows a gross violation of the Law on front page. This fake sale has been going on for years, to the detriment of all honest Tea Merchants. The sale of Oct. 13th, 1897 was so openly fraudulent, that the Auction Company was obliged to insert the clause, marked on front page, which in itself shows how rotten these sales are. Your prompt investigation will be heartily endorsed by all members of Tea Trade.

Yours,

A MEMBER OF TRADE.

132

Frank J. V.

Oct. 26.

1897

CITY OF NEW YORK
OFFICE OF THE MAYOR.

October 26th, 1897.

Frank S. Thomas, Esq.,

#132 Front St., New York.

Dear Sir:-

I enclose herewith letter referring to the sale to be held by you to-morrow, -the 27th, - complaining concerning same, received to-day, signed "A Member of Trade."

Will you kindly explain this matter to the Mayor, returning the letter?

Very truly yours,

A handwritten signature in cursive script, appearing to read "Jim L. ...".

Secretary.

CATALOGUE

—OF—

TEAS

TO BE SOLD

—BY—

MONTGOMERY AUCTION AND COMMISSION CO.

Wednesday, October 27th, 1897

THOMAS A. O'KEEFE, Printer and Stationer,

48 & 50 Duane Street, New York.

TERMS AND CONDITIONS OF SALE

- 1.—Net cash on delivery, payable in funds current in New York City.
- 2.—Deliveries to be made not earlier than the day following the sale, and not later than nine days thereafter.
- 3.—Buyers to be allowed a reasonable time after delivery, not in any case exceeding ten days from the date of sale, within which to examine and accept their purchases. The title of the purchase to remain in the sellers, until the price shall have been paid.
- 4.—Bills not settled promptly, as per above terms, will be subject to interest at six (6) per cent. per annum from date of bill.
- 5.—Buyers, when requested, shall make a deposit of ten (10) per cent. of the amount of their purchase, and in case of failure to comply with this request, the teas will be immediately resold to the highest bidder.
- 6.—Cash before delivery will be required from buyers, whenever the sellers may deem it to be advisable.
- 7.—Buyers shall be entitled to five (5) days storage and insurance free of charge, or to such extra time as sellers may designate.
- 8.—Any claims for deductions must be made promptly, and no claims for any cause whatever will be recognized after one year from date of purchase.
- 9.—One lot, as catalogued, is the smallest quantity that will be sold or invoiced to any one buyer.
- 10.—Brokers or agents will be held responsible for their purchases until their constituents have been accepted.
- 11.—All teas are guaranteed to be equal to the auction samples, or the purchase cancelled on proof of inferiority, but no claims for damages resulting from any such difference will be allowed, the sellers reserving the right to cancel the purchase if the teas delivered should not be equal to the auction samples.
- 12.—Sellers are required to have their teas in first-class condition so as to make prompt deliveries, when practicable, or hold themselves liable for any charges or expenses that buyers may incur from delay in receiving their purchases.
- 13.—All packages will be delivered in good merchantable order, with facing, marking and matting, the same as represented by the auction muster exhibited, unless otherwise stated at time of sale. Buyers may require rattans on all packages except tared or English Order (E. O.) or English Order (E. O.) matted packages.
- 14.—Refaced packages will constitute a good delivery, provided the teas are in their original packages (the teas not mixed or tampered with in any manner), and the faces the same as the auction muster.
- 15.—Bored packages will be considered a good delivery, and buyers will be required to accept the same, provided that not more than three (3) are received with a purchase of twenty (20) packages or less, or five (5) with a purchase in excess of twenty (20) packages, except when teas are sold as E. O. or E. O. Matted, in which case bored packages will be considered a good delivery.
- 16.—No goods delivered without an order from the buyer.
- 17.—No teas put in order after delivery.
- 18.—Buyers are expected to exercise ordinary diligence and care, and after purchasing and before shipping, to examine samples from fresh packages and to make a comparison of the same with samples from the auction musters, and to approve and verify their purchases prior to payment of the same. Out-of town buyers will be expected to make arrangements to have their purchases properly inspected before shipping and in case of failure to comply with these or other terms as specified above, no responsibility will be assumed for freight and charges incurred on any shipment of teas, the purchase of which may be subsequently cancelled, necessitating their return to this city.
- 19.—No purchases insured for buyers' account, without specific instructions.
- 20.—No responsibility will be assumed for typographical errors or for any omissions or mistakes in the printing of marks or descriptions in the catalogue.
- 21.—Net weights guaranteed to be correct as invoiced.
- 22.—A licensed weigher's certificate of weights and tares, shall be received as conclusive proof of correct weight.
- 23.—Buyers or their agents when receiving delivery orders for their purchases, will be expected to assume any responsibility resulting from the loss of said orders, and are required (upon the receipt of their delivery orders), either to remove their Teas from warehouse at once, or to ascertain the date of expiration of storage and insurance, after which date the Teas are at the buyers' risk, uninsured and subject to storage charges.
- 24.—Buyers receiving delivery orders for their purchasers and having the Teas transferred to their own account in warehouse, are required, at the time of such transfer, to examine the packages, take a memorandum of the weights and ascertain that the Teas are in good merchantable order. Buyers failing to make such examination under these conditions will have to assume themselves any losses they may sustain from difference in weights, or any expenses incurred for new faces, mats or rattans.
- 25.—All teas are at the buyers' risk when a delivery is made to any transportation company as instructed and a receipt received for the shipment from the agent of the said transportation company. All claims for damage or loss occurring while goods are in transit, must be made upon the transportation company.
- 26.—All Teas will be sold to the highest bidder. In case of dispute between any bidders, the auctioneer reserves the right to decide the point in dispute, or to re-sell the Teas to the highest bidder as he may deem most advisable.
- 27.—Brokers or buyers, whether acting as brokers or principals, purchasing any Teas by error, will be held responsible for such purchases unless, at the time the lot is struck off to them, they shall at once notify the auctioneer of such error, in which case the auctioneer shall either cancel the sale or re-sell the lot or not at his own option.
- 28.—All Teas advertised or catalogued to be sold at auction, and subsequently withdrawn, will be subject to the customary auction charges and commission.
- 29.—All sellers and buyers will be considered as having accepted and subscribed to all the terms of sale as enumerated.

Montgomery Auction and Commission Co.

UNRESERVED SALE OF ATTRACTIVE TEAS, COMPRISING 3973 PACKAGES

695 Half Chests MOYUNES, 145 Packages INDIAS, etc.,
49 Half-Chests JAPANS, 558 Half Chests FOOCOWS,
512 Half Chests CONGOU, 2014 Packages FORMOSAS.

TO BE SOLD

By Montgomery Auction and Commission Co.,

WEDNESDAY, OCTOBER 27TH 1897.

AT TWELVE O'CLOCK, NOON,

At their Salesroom, 132-134 Front St., cor. Pine St.

FRANK S. THOMAS, Auctioneer.

TERMS OF SALE—NET CASH.

Lot	Marks	Quantity		All Teas in this Catalogue are sold with the Faces of the Auction Musters Covered
				Lots 6-9, 25-30, 44-47, 70 73, 115-117 and 160-168 are sold for account of Messrs F. C. Jennings & Co., who have given us a written guarantee on behalf of the owners that the sale of the same shall be absolutely unreserved.
				NEW CROP MOYUNES
				Seasons 1897-1898
1	(1)	{ 20	Dbl H C	GUNPOWDER
		{ 13	"	"
2		{ 20	Hf C	"
		{ 10	"	"
3		28	"	IMPERIAL
4		10	Dbl H C	FOONG MEE
5		25	"	SOW MEE

Lot	Mark	Quantity	NEW CROP MOYUNES		
Seasons 1897-98					
6	(2)	{ 20	Dbl H C	GUNPOWDER	
		{ 17	"	"	
7		{ 20	Hf C	IMPERIAL	
		{ 20	"	"	
		{ 12	"	"	
8		20	Dbl H C	FOONG MEE	
9		{ 20	Hf C	SOW MEE	
		{ 11	"	"	
MOYUNES					
25	(15)	14	Dbl H C	GUNPOWDER	
26		17	Hf C	"	
27		8	"	IMPERIAL	
28		22	Dbl H C	FOONG MEE	
29		{ 20	Hf C	YOUNG HYSON	
		{ 16	"	"	
30		20	"	"	
31	(16)	21	Dbl H C	GUNPOWDER	
32		28	"	YOUNG HYSON	
33		14	"	"	
34	(17)	12	"	GUNPOWDER	
35		29	"	"	
36		{ 20	"	YOUNG HYSON	
		{ 10	"	"	
37	(18)	24	Hf C	"	E. O. M.
38	(19)	8	Dbl H C	GUNPOWDER	E. O.

Lot	Marks	Quantity	Description	
MOYUNES				
39	(20)	13	Dbl H C	YOUNG HYSON
40		22	"	"
41		25	"	"
42	(21)	17	Hf C	GUNPOWDER E. O.
43		10	"	" E. O. M.
44	(22)	22	"	SOW MEE E. O. M.
45		8	"	" E. O.
46		25	Dbl H C	" "
47	(23)	11	"	GUNPOWDER E. O. M.
JAPANS				
60	(40)	{ 20	Hf C	Ea 70 lbs net
		{ 29	"	"
		—		

Lot	Mark	Quantity		NEW CROP CONGOUS
				Seasons 1897-98
70	(50)	25	Hf C	
71	(51)	{ 20	"	
		{ 22	"	
72	(52)	15	"	
73	(53)	{ 20	"	
		{ 20	"	
		{ 10	"	
74	(54)	25	"	E. O. M,
				CONGOUS
95	(75)	{ 20	Hf C	
		{ 20	"	
		{ 20	"	
		{ 10	"	
96	(76)	{ 20	"	
		{ 20	"	
		{ 20	"	
		{ 20	"	
		{ 20	"	
		{ 20	"	
		{ 20	"	
		{ 10	"	
97	(77)	{ 20	"	Extra Choicest NING CHOW
		{ 20	"	"
		{ 20	"	"
		{ 23	"	"

Lot	Mark	Quantity		CONGOUS
98	(78)	{ 20	Hf C	E. O. Canvassed
		{ 12	"	"
				Indias, Ceylons, Javas, &c
				Lots 115 to 117 Guaranteed Pure. Direct Import
115	(100)	8	Chs	ORANGE PEKOE Ea abt 85 lbs net From Calcutta
116		{ 9	"	INDIA PEKOE " 95 " "
		{ 7	"	" " " " " "
117	(101)	{ 6	"	ORANGE " " 105 " From Ceylon
		{ 5	"	" " " " " "
118	(102)	{ 8	"	CEYLON
		{ 7	"	"
119	(103)	{ 7	"	INDIA PEKOE
		{ 6	"	"
120	(104)	{ 10	Chs	Choice INDIA ORANGE PEKOE
		{ 10	"	" " " "
		{ 10	"	" " " "
121		{ 6	"	" " PEKOE SOUCHONG
		{ 6	"	" " " "
122	(105)	{ 7	"	" CEYLON PEKOE
		{ 6	"	" " " "
123	(106)	{ 8	"	" " PEKOE SOUCHONG
		{ 7	"	" " " "
124	(107)	{ 6	"	" " Direct Import
		{ 6	"	" " " "

<i>Foochow Oolongs</i>				
Lot	Mark	Quantity		
135	(120)	20	Hf C	
		20	"	
		20	"	
		20	"	
		20	"	
		28	"	
136		20	"	
		12	"	
137		20	"	
		20	"	
		20	"	
		20	"	
		20	"	
		24	"	
138		20	"	
		20	"	
		20	"	
		20	"	
		20	"	
		20	"	
		20	"	
		20	"	
		27	"	
139		20	"	
		20	"	
		27	"	

<i>New Crop Formosa Oolongs</i>				
Lot	Mark	Quantity		
<i>Seasons 1897-98</i>				
Invoice grading superior to Choicest First Crop Formosa Tea				
160	(150)	20	Hf C	Fancy Blue Faces Capped
		16	"	"
161		20	"	"
		15	"	"
162		20	"	"
		24	"	"
163		20	"	"
		18	"	"
164		20	"	"
		20	"	"
		19	"	"
		20	"	"
		20	"	"
165		18	"	"
		20	"	"
		20	"	"
166		20	"	"
		20	"	"
		20	"	"
		20	"	"
167		40	B x s	"
		40	"	"
		34	"	"
168		20	Hf C	"
		20	"	"
		22	"	"

Lots	Mark	Quantity		<i>Formosa Oolongs</i>
180	(173)	{ 20	Hf C	
		{ 20	"	
		{ 17	"	
181		{ 20	"	
		{ 20	"	
		{ 24	"	
182		{ 20	"	
		{ 20	"	
		{ 18	"	
183		{ 20	"	
		{ 20	"	
		{ 28	"	
184		{ 20	"	
		{ 20	"	
		{ 20	"	
		{ 17	"	
185		{ 40	B x s	
		{ 40	"	
		{ 35	"	
186		{ 20	Hf C	
		{ 20	"	
		{ 20	"	
		{ 13	"	
187		{ 20	"	
		{ 20	"	
		{ 20	"	
		{ 16	"	
188		{ 20	"	
		{ 20	"	
		{ 20	"	
		{ 15	"	

		Quantity		<i>Formosa Oolongs</i>
189	(174)	{ 20	Hf C	
		{ 20	"	
		{ 20	"	
190		{ 20	"	
		{ 20	"	
		{ 20	"	
		{ 20	"	
		{ 10	"	
191		{ 20	"	
		{ 20	"	
		{ 25	"	
192		{ 20	"	
		{ 20	"	
		{ 20	"	
		{ 18	"	
193		{ 20	"	
		{ 20	"	
		{ 26	"	
194		{ 40	B x s	
		{ 40	"	
195		{ 20	Hf C	
		{ 20	"	
		{ 18	"	
196		{ 40	B x s	
		{ 40	"	
		{ 24	"	
197		{ 20	Hf C	
		{ 20	"	
		{ 20	"	
		{ 17	"	
198		{ 20	"	
		{ 20	"	
		{ 28	"	
199		{ 20	"	
		{ 20	"	
		{ 20	"	
		{ 14	"	

Lot	Mark	Quantity		Description
200	(175)			<i>Formosa Oolongs</i>
		{ 20	Hf C	Faces Capped
		{ 27 —	“	“

39

New York

Oct-27th 1897

Your Honor

I beg to call your attention to an auctioneer doing business at 8 West 28th Street - in an unlawful way

Last week he had a sale uptown - purporting to be an estate of Mr Stover - He sold horses that he and a friend bought - and advertised as belonging to the estate when everybody knew Mr Stover left none to sell - The entire sale was conducted in the same manner

Knowing that your Honor is anxious to put a stop to fraudulent sales I have taken the liberty to point out one

Very Respectfully
Hugh G. Caldwell

CITY OF NEW YORK
OFFICE OF THE MAYOR.

October 29th, 1897.

Charles E. Smith, Esq.,

#8 West 28th St., New York.

Dear Sir:-

I enclose herewith complaint received to-day concerning sale held by you recently. Kindly explain the matter to the Mayor at once, returning the letter.

Very truly yours,

Secretary.

*Anchorville Smith
called I showed
paper ~~to him~~
which seemed to
establish genuineness.
I said so.
B. L. B.*

Statement of Meyer Levison

On Saturday morning Oct. 23, 1897, between 11 and 12 o'clock of that morning, Mr. Bernard Frey of No. 468 East Houston St. met me (I think it was on Delancy St. near Suffolk St.) and asked me if I would make a sale for him. I said "Yes" and he said "All right, come to my place on Monday morning at half past ten and make the sale for me." He thereupon gave me a contract. He gave me a writing in which he stated that he would pay all the expenses and would pay me \$5 for my fee. The advertisement annexed to the papers stating the sale of the shoes was put in the papers by Mr. Frey, ex auctioneer, who employed me to sell that morning.

On Monday morning, the 25th, I went to Mr. Frey's place of business about 10 o'clock. About 10 o'clock that same morning I placed my flag in front of the door. I did not do anything in regard to fixing the lots or anything about the place. About 10:30 the same morning I started to sell and had sold 12 lots when a man came and stated to me that he was from the Mayor's office and that I should stop selling shoes. I did stop immediately, and went with the man to the Mayor's office. Then I spoke to the Mayor, and the Mayor stated to me that I could not sell any further. So I stated to the Mayor I did not know anything about this transaction, as it was a commission sale and I only saw the shoes for the first time that morning and I had been employed by Mr. Frey, an ex auctioneer, after which the Mayor informed me not to sell any more, and I went to Mr. Frey's place of business for my flag and my bill and he paid me \$5 for my trouble.

This is the first time I ever had a complaint made against me by anyone since I have been appointed auctioneer four years ago.

Meyer Levison

FINE SHOES.

M. LEVISO, AUCTIONEER.

SELLS THIS DAY, 10.30 A. M. SHARP,
468 E. HOUSTON ST., CORNER LEWIS.

positively one of the largest and finest stocks of
above, consisting of Men's, Youths', Boys',
Ladies', Misses' and Children's Shoes of the very
finest makes; also large line fine Slippers,
Sandals, Opera Slippers, Kid, Satin and other
fine materials.

FIXTURES.

Fine Settees, Carpet Ottomans, Chairs, Desk,
Outside Showcases, Brass Chandeliers, Welsbach
Lights, Button Machines, Stools, Paper, Tools,
Plated Window Fixtures, &c.

The above stock will be found to be all new,
clean, and should attract the attention of the
finest trade. To be sold in large lots to dealers
without reserve. Widths D, E and EE.

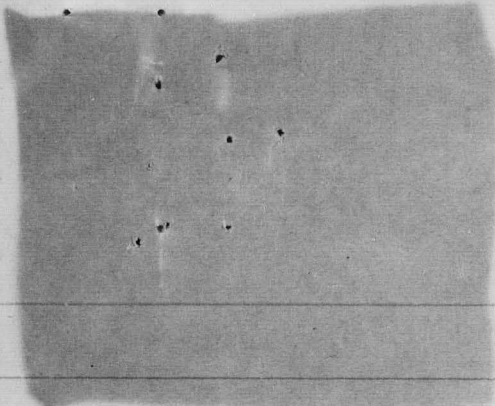
sells
of ab

BU

will
One
Part

Sto

4,000



Meyer Levinson
Auctioneer

12th Wednesday

bed and Couch } ss.
of Mr Jones

Carlos Briceño being duly sworn deposes
and states as follows - My name is Carlos
J. Briceño I reside at No 916 - 3rd Avenue in
the City of New York I am 36 years old and am
in the Cigar Business at 916 - 3rd Ave. On
the 23rd day of October 1897 I was awakened
by the noises of loud talking and a general
commotion as if a number of people
moving about in the retail shoe store
of F. Silverman whose store is next to mine
in the same building and on the same floor
I got up out of bed to find out the
cause, as my sleeping room is next to
Silvermans store being separated by a
board partition, and I was unable
to sleep - I dressed myself and went
out into the street and look into the store
I saw about ten men including F. Silverman
the owner of the store taking down all of the
shoes and emptying the shoes from the
pasteboard cartons and cases into
piles on the floor, they appeared to be
working very hurriedly and throwing
the shoes together indiscriminately. Two
men came in to my store to borrow
a hammer and hatchet. It was
was then between Two and Three o'clock
in the morning they had been working
about half an hour when a large

~~Presenting~~ this
 From before me
 this 27th day of Oct-1897
 Joseph W. Harris
 Commissioner of Deeds
 New York County

From before me
this 27th day of Oct-1897

Josephus Harris
Commissioner of Deeds
New York County

State of New York }
City & County of New York } S.S.

William H. Bogart being duly sworn says that he is of full age and is in the employ of D. Simon who is engaged in business at 116 Duane Street New York as a dealer in boots and shoes; that on October 25, 1897 at about 10 am department went to 468 East Houston Street N.Y. City; department saw a red flag exposed in front of said premises; department went into said premises and saw a large quantity of boots and shoes divided into lots and a large number of persons were present examining said stock; department carefully examined a portion of said stock of boots and shoes and found a large quantity of boots and shoes that had been sold and delivered by said D. Simon to one L. Silverman 916 Third Ave N.Y. City; that department has been in the shoe business for upwards of two years and in the employ of D. Simon for over a year. and is familiar with the particular class of goods carried by said D. Simon and is also familiar

with the goods sold by said D. Simon
to said L. Selvinian and defendant
positively identified said goods
as sold to said Selvinian by
said D. Simon.

That defendant saw the name
"Frye" painted on a partition
in said premises 468 E. Huston
St. City.

Simon before
me this 27 day of October 1897 } J. W. Bogert
Charles W. Broas }
Notary Public
City of

State of New York }
City & County of New York } s.s.

Samuel P. Watson being duly sworn says he is of full age and is in the employ of William Neely who is engaged in business at 108 Duane Street New York City as a wholesale dealer in boots and shoes; that on October 25, 1897 at about 10 am deponent went to 468 East Houston Street N.Y. City deponent saw a red flag exposed in front of said premises, deponent went into the said premises and saw a large quantity of boots and shoes divided into lots and there were a large number of persons present examining said stock; deponent examined a portion of said boots and shoes and deponent found a large number of shoes that had been sold and delivered by said William Neely to one L. Silverman of 916 Third Avenue City; that deponent has been in the employ of said William Neely for upwards of six years and is familiar with the particular class of goods carried by said William Neely and is also familiar

with the goods sold by said
• William Neely to said L. Silver-
man and depment positively
identified said goods so
sold to said Silverman by
William Neely; that as depment
was leaving said 468 E. Huston
street, a man standing at the
store informed depment that
said clock was to be sold at auction
10⁴⁵ a.m. that day.

Annu to hfrne me

this 27 day of October 1897 } Samuel S Watson

Charles H Broas
Notary Public,
N.Y. Co.

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

Law Offices of Hastings & Gleason,

No. 265 Broadway, New York. 11/1/97. 189

Hon. William L. Strong,
City Hall, N. Y.

Dear Sir:-

In the matter of M. Levinson, auctioneer, we will attend November 3rd, at 12 o'clock as per your notice. We have been unable to connect Levinson directly with the purchase of stocks, and can only show the way in which this stock was purchased by B. Fry, and Levinson acting as auctioneer. From our investigation we believe that Levinson is one of a number of auctioneers who rent their flags for about \$5.00 and is merely the tool in this way of the parties who purchase the stocks.

One day last week B. Fry called at our office and made a proposition of notifying us when he purchased stocks, so that we could protect our clients. This proposition we positively declined as you know our position is not to benefit by these sales but the condemning of this mode of business. Fry might inform us of the stock and we be able to protect our clients, but other parties would suffer. He stated he was going through New Jersey purchasing stocks and wanted a list of attorneys. We finally decided to give him such list for the purpose of seeing what he was doing. We expect to hear it reported that he has been to see us and made arrangements with us with the idea of us letting up upon this complaint, but we assure you positively that this is not a fact.

Respectfully yours,

Hastings & Gleason

Weyn
Lemore

CITY AND COUNTY OF NEW YORK: SS:

Martin Byrnes⁸⁵ being duly sworn, deposes and says that he is in the employ of Messrs. Wallace Elliott & Company, Wholesale Jobbers in Boots and Shoes at No. 118 Duane Street, in the City of New York. That on the 25th of October, 1897, deponent heard of the sale had by Levinson, Auctioneer at No. 468 East Houston Street. That deponent went to said sale and just before reaching said place met the officer from the Mayor's office who had stopped said sale. That deponent immediately went to said store and found same locked, but the door was opened and deponent entered. About twenty-five or thirty persons were present and some person whose name is unknown to deponent was selling goods at auction to the highest bidder. This person stated that he had been auctioneer for twenty years and that the Mayor could stop him selling goods in public, but could not stop him selling in private, and that he was going to sell. While deponent was present he sold a large number of lots very rapidly.

Person selling said goods was about five feet five in height, with dark complexion and mustache. ~~Deponent believes that practically all the goods were sold before he left.~~

Sworn to before me this)

10th of November, 1897. ; Martin Byrnes

Charles H. Brown
Notary Public
N.Y.C.

STATE OF NEW YORK.)
:

CITY AND COUNTY OF NEW YORK.)
:

A..H. Gleason, being duly sworn says, that he
a member of the law firm of Hastings & Gleason, who are va-
rious creditors of me, L. Silverman, lately doing business
at 916 Third Ave, City; that deponent has examined the state-
ments of accounts of six of said creditors and from said
examination finds that said Silverman purchased between
September 7th, 1897, and October 1st, 1897, merchandise of
the value of \$353.14, on which he has paid \$178.00; that be-
tween October 1st, 1897, and October 21st, 1897, said
Silverman purchased merchandise of the value of \$296. 15, on
which nothing has been paid.

That me of said purchases was on October 20th,
1897, being for merchandise of the value of \$60.70.

sworn to before me J")
:

this day of November, 1897.)
:

Joseph M. Harris
Commissioner of Deeds.
New York Co.

W. H. Gleason

CITY AND COUNTY OF NEW YORK: SS:

L. Wise being duly sworn deposes and says, that on the morning of the 25th day of October, 1897, deponent saw an advertisement in the paper of a sale of a stock of shoes at No. 468 East Houston Street, an auction room claiming to be run by B. Fry. That in company with Martin Burns deponent went to said place and just before reaching same, saw the officer from the Mayor's office leaving said auction room in company with M. Levinson. That said Martin Burns went into said auction room and shortly afterwards deponent tried said door and found same locked, and a man standing inside of the door, and who refused to let deponent in. Deponent however saw this man unlock the door at times and let two or three other people in. That since that day deponent has endeavored to find L. Silverman, but has been unable to learn his whereabouts.

Sworn to before me this)

3rd day of November, 1897.)

W. J. Barwick

Notary Public, N. Y. County.

Leopold Wise

W. S. & B. PARAGON LINEN
MADE IN U.S.A.