

SOL. COHEN,
CITY MARSHAL,

OFFICES,

5th District Court, 154 Clinton St.

13 Chambers St.

Residence; 743 6th Street.

Mortgages Foreclosed.

Jan'y 25/95

5th Dist. Court

Epstein et al

- vs -

Van Mellaert

Recd from the dept, the sum
of Twenty dollars on
account of the abov named
execution including
marshals & watchman
charges balance twenty
dollars to be paid on

Louis Steckler,
Attorney & Counselor at Law
Temple Court. 587 Beekman St.

(Dictated)

New York, January 28, 1895

Hon. Wm. L. Strong,

Mayor New York City.

Dear Sir:

I desire to present to Your Honor a case of extortion and outrageous conduct on the part of a City Marshall by the name of Sol. Cohen, connected with the Fifth District Court, against a client of mine, Henry Van Mellaert, doing business at 303 Washington St., New York City, as a wholesale fruit dealer.

Judgment was obtained against my client on the 25th day of January, 1895, and at one o'clock on that day a man who handed him the card, which I enclose, accompanied by another man, who my client is informed was Jacob Blumenthal, connected with the County Clerk's Office, called to see him and asked him to pay \$40. He informed them that the judgment was only \$35 and the marshall informed my client that he was getting off cheap by giving him \$5 for his fees; he could ask him \$15 if he so desired.

My client demurred to this demand and eventually offered to pay \$38; and it was agreed between the marshall and my client that he was to pay \$38, and if he couldn't pay all that day, he was to pay the balance of \$18 the following week. My client

Louis Steckler,
Attorney & Counselor at Law
Temple Court. 527 Beekman St.

New York, 189

stepped into the office of a friend of his and borrowed \$20 and handed it to the Marshall who wrote out a receipt for for \$20, which is hereto annexed, but when my client saw "balance \$20", he stopped the marshall and said the balance agreed upon was \$18. My client refused to pay or agree to pay more than \$18 the following week. The Marshall then informed him he would seize goods if he didn't agree to pay the balance of \$20.

In the meanwhile the Marshall had been informed that all the fruit in the place except the bananas belonged to The American Grocery Co., and had been informed the bananas was worth from \$1.00 to \$1.25 a bunch and if they were taken out of the premises and loaded on a truck in the cold without the proper protection, they would be absolutely damaged and be made worthless. But notwithstanding the warning that had been given to the Marshall he caused about forty bunches of bananas to be loaded on a truck, taking care, however, to pick out the best bunches, and threw them on the truck in a careless and ruinous manner.

Before the bananas had been completely loaded on the truck, the Marshall went to the office of The American Grocery Co., and was informed by the Superintendent, Mr. Costa, in the presence of my client that all the fruit, with the exception of the bananas

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Temple Court. 587 Beekman St.

New York, 189

belonged to the American Grocery Co., and that the bananas were worth from \$1 to \$1.25 a bunch and the company sold them at \$1.75 a bunch; notwithstanding which fact, however, the Marshall took away with him forty bunches of bananas and informed my client that he didn't care if the bananas only brought twenty-five cents a bunch, if he didn't realize enough to satisfy the claim he would come back and bring more..

On Saturday, the 26th day of January, 1895, my client informed me of these facts and I at once wrote Mr. Cohen to call to see me with reference to this matter, but I have not seen or heard from him. I therefor took the only course open to me under these circumstances.


I trust you will give this matter your immediate attention. Thanking you in advance for your kindness, I am,

Yours very truly,

Louis Steckler

Sol. Cohen

Jacob Blumenthal
County Clerk's office
at
in 12



ANDREW LEMON,
ATTORNEY AND COUNSELOR AT LAW,
93-99 Nassau Street,
BENNETT BUILDING,

New York, Oct. 8th, 1894

Mr. Robert Hill,

Dear sir:-

I represent Mr. Henry Schlamp one of your bondsmen. He has been annoyed considerably during the year by notices from the Mayor's office concerning judgments against you -- some of which remain unsatisfied. We do not wish to continue on the Bond and request you to secure a new Bondsmen. You can very readily understand that a man enjoying not the best of health like Mr. Schlamp does not want to be burdened and annoyed by these notices. We trust you will move in the matter at once as neglect on your part will require action by us.

Very respectfully,

Andrew Lemon,
Atty. for H. Schlamp

TITLE GUARANTEE AND TRUST COMPANY.

Search in the office of the Clerk of the City and County of N. Y. for judgments and Decrees and Transcripts of all judgments and decrees filed or docketed therein, against the following persons, for the periods set opposite to their names, respectively, and certify the result in writing.

For, Andrew Lemon,

Address, 99 Nassau Street,

Wanted, Oct. 30th, 1894, at M.

Dated-

No. 65124.

Robert Hill for five years last past.

Com. Pleas,

1889 Nov. 27, Robert Hill ads. Richard Gaffney,
\$45.50 Wm. F. Browne, Atty.

5th Judl.

1894, Jan. 4th, Same ads. Henry Michael,
\$141.62 Louis Cohen, Atty.
marked Assigned to Mary Amman by Transcript
filed Jan 4, 1894.

Supreme,
Feby. 21,

Same ads. Mathew Micolino,
\$202.79 Grasmuck & Ostrander, Attys.

City,
June 25,

Same ads. Wilhelmena C. Plumer,
\$175.58 Robert Goeller, Atty.

10th Dist.
Aug. 13th,

Same ads. William Reubel,
\$59.08 or the return of chattels men-
tioned, in Wm. Reubell, Atty.
Complaint.

There is also a judgment vs Robert J. Hill, 1890, Mch. 4.

Nothing else found Oct. 30th, 1894, A. AM,
The foregoing search made for and guar-
anteed to Andrew Lemon, by the TITLE
GUARANTEE AND TRUST COMPANY,

Attest, Wm. H. Lockwood,
Supt. of Records,

Fee \$.87

TENTH JUDICIAL DISTRICT COURT,
S.W. cor. North 3rd Avenue,
and 158th Street,

New York, Nov. 19th, 1894.

Andrew Lemon, Esq.,

Dear sir:-

Yours of the 13th at hand and I will state that the judgment in favor of Henry Michaels against me is in the hands of Wm. T. Brown, Atty. whose office is Temple Court and in that case I am not sued as a Marshall and it is not a money matter. Mr. Brown will explain. In the case of Nicolina, that case is not against me. I have never been sued by such a man or woman and there is nothing on record in this Court against me wherein such party is plaintiff. In the matter of Wilhelmina C. Plumer, Samuel E. Duffey, Atty., of 99 Nassau Street has made a settlement. That is not a money matter, which Mr. Duffey will explain. And in the matter of Wm. Rubel, I bought \$300.00 of goods and paid \$240.00 on account and am settling with him at the rate of Ten dollars per week. The only case against me as a Marshall is the Plumer case, where I levied on a wagon at Fordham and I never recovered a dollar for plaintiff or a fee for myself. Nicolina case I know nothing about. The Michaels case is not against me as a Marshall. Judge Brown will explain and the Rubel case is not against me as a Marshall but am paying off.

This I trust will be a full explanation in these matters. Hoping this will be satisfactory. I am, yours,

Hoping this will be satisfactory. Robt Hill, Marshall.

N.Y., Jan. 27th, 1895.

Henry Schlamp, Esq.,

Dear sir:-

In the matter of Plumer vs. Hill, I do not owe one cent. But I am to see Mr. Goeller with my attorney Tuesday A.M..

This matter will be straightened to the satisfaction of everybody concerned except me.

Yours respectfully,

Rob. Hill.

Court of Common Pleas
for the City and County of New York.

-----X
: In the matter, :
: -of- :
: the complaint by Henry Schlamp, :
: against Robert Hill, City Marshall, :
: and application for his removal. :
: -----X

TAKE NOTICE, that upon the annexed Petition of Henry Schlamp, search of Title Guarantee and Trust Company, Letters of Robert Hill, ^{& Andrew Lemon} and on the Bond and proceedings had herein, a Motion will be made at a Special Term of this Court to be held at the Chambers thereof in the County Court House in the City of New York, on the 26th day of February, 1895, for an Order removing the said Robert Hill, as one of the City Marshalls of the City of New York, discharging and relieving this petitioner from his Bond as City Marshall or for such other or further relief as to the Court may seem proper.

Dated February 14th, 1895.

Petitioner.

Andrew Lemon,
Attorney for Petitioner.
99 Nassau St.,
New York City.

Court of Common Pleas,
for the City and County of New York.

-----X
: In the matter :
: -Of- :
: the Complaint by HENRY SCHLAMP, :
: against Robert Hill, City Marshall, :
: and application for his removal. :
: -----X

To-

The Court of Common Pleas for the City and County of New York

The Petition of Henry Schlamp respectfully shows:-

FIRST- That about the First day of May, 1891, he executed with one Patrick Cunningham as surety a joint and several Bond to the Mayor, Aldermen and Commonalty of the City of New York, and any parties that may complain, conditioned that Robert Hill above named as City Marshall shall well and faithfully execute the duties of his said office and which Bond was filed in the office of the Clerk of the Court of Common Pleas on the 6th day of May, 1891.

SECOND- That your petitioner who resides within a short distance of the residence of the said Hill was induced to go on the said Bond, out of regard to the family of the said Hill and as an act of neighborly courtesy believing that the said Hill in the discharge of his duties would at all times respond to the requirements of the law and save and keep this petitioner harmless from any liability and free from any annoyance.

THIRD- That this petitioner has been repeatedly called to the office of the Mayor by complaint made against the said Hill and that a judgment obtained against the said Hill on the 25th day of June, 1894, for One hundred and seventy-five

and 58/100 dollars, in favor of one Wilhelmina C. Plumer, remains uncanceled and unsatisfied and undischarged of judgment against the said Robert Hill, as City Marshall. That as this petitioner is informed and believes the said Hill has repeatedly promised to settle and discharge the said judgment and could have settled and discharged the same by the return of the wagon, upon which he levied and the sum of Fifty dollars costs, but that he has made promises only to break them and has repeatedly stated to this petitioner that the same would be settled in a day or two. That an application to sue the official bondsmen of the said Hill has been made to this Court and has been granted and a Summons in an action to recover the said amount has been served upon this petitioner. That the said Hill still refrains from adjusting the same and has repeatedly broken his reiterated promises to settle and adjust the same.

FOURTH- That about October 30th, 1894, after receiving another notice to appear before the Mayor, this petitioner through his Attorney, Andrew Lemon, caused a short search to be made in the office of the Title Guarantee and Trust Company and said Attorney wrote to the said Hill and received in response a letter, which letters are hereto annexed, marked "A" and "B". This petitioner also annexes a letter marked exhibit "C". That as this petitioner is informed and believes that said Hill is totally irresponsible and that there are judgments of record against him unsatisfied and unpaid.

FIFTH- That this petitioner is advanced in years, without business, in poor health and the annoyances occasioned by

N. Y. Common Pleas.

In The matter

= of =

The complaint by Henry
Schlump against Robert
Hill City Marshall and
application for his re-
moval.

Copy

Affidavit & Notice
of Motion.

Andrew Lemon,
Atty. for petitioner,
99 Nassau St.
N. Y. City.

1895

9.

N. Y. Common Pleas.

In The matter

= of =

The complaint by Henry
Schlump against Robert
Hill, City Marshall, and
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Copy

Affidavit & Notice
of Motion.

Andrew Lemon,
Atty. for petitioner,
99 Nassau St.,
N. Y. City.

1895

9.

P. J. ENGELHARD.

W. H. GODWARD.
~~L. P. SHANNON~~

G. S. FEATHERSTON.

Telephone Call, 871-38th St.

P. J. ENGELHARD & CO.,
MARSHALS OFFICE OF THE CITY OF NEW YORK,
No. 910 EIGHTH AVENUE,

N. E. Cor. of 54th St.,

NEW YORK CITY.

New York, March 25, 1895.

Peter J. Engelhard,
City Marshal.

Sir:-

Take notice that I hereby demand the immediate return to me of a certain bay horse, taken by you from Armstrong's Stables, in the City of New York, on or about the fourth day of March, 1895, under an alleged chattel mortgage, claimed to have been executed by William Luth. Written notice of my ownership of this horse having been previously given you.

Dated New York, March 25, 1895.

Yours, etc.,

Thomas Smith By
Edward Smith attorney
Claimant.

James Kearney
Attorney for Claimant,

No. 153 Broadway,

New York City.

City and County of New York, ss:

WALTER V. SNEDECOR, being duly sworn, says:

I. That he is upwards of twenty-one years of age.

II. That on the 26th day of March, 1895, at the corner of 52nd Street and 8th Avenue, in the City of New York, in the presence of this deponent, Edward Smith, made a personal demand upon Peter J. Engelhardt for the immediate return of the horse stated in the annexed notice, and at the same time, in deponent's presence, delivered a copy of said notice to said Marshal.

III. That thereupon said Engelhardt after reading the copy of the notice delivered to him by Edward Smith, stated he would not recognize such notice, and refused to deliver to said Smith said horse.

Sworn to before me, this:
29th day of March, 1895.:

Walter V. Snedcor.

John Mulholland
Com^{mr} of Deeds nyc City

City and County of New York, ss:

EDWARD SMITH, being duly sworn, says:

I. That he is the attorney in fact of Thomas Smith, Esq., of Brooklyn, N. Y.

II. That on and prior to the 4th day of March, 1895, deponent had in his custody as such attorney in fact, a certain Bay Horse and Side-Bar Wagon, and on or about the latter date placed the same in Armstrong's Livery Stable, on West 89th Street between Amsterdam and Columbus Avenues, in the City of New York.

III. That on or about said 8th day of March, 1895, without the knowledge, consent or assent of this deponent, or of any other person authorized to give consent, Peter J. Engelhardt, Esq., one of the Marshals of the City of New York, took into his custody said Bay Horse and Side-Bar Wagon, and removed the same from such stable.

IV. That immediately upon learning of such seizure, deponent called upon said Engelhardt and demanded from him the possession of said Horse and Wagon, which said Engelhardt refused to give.

V. That again on the 26th day of March, 1895, in company with Walter V. Snedecor, whose affidavit is hereto

annexed, called upon said Peter J. Engelhardt, at his office, at the corner of 53rd Street and 8th Avenue, in the City of New York, and again made a demand upon said Peter J. Engelhardt for the possession and return to this deponent of said Horse; that said Engelhardt then and there refused to deliver the same to this deponent and refused to state where such Horse and Wagon could be found.

VI. That at the sametime and place deponent delivered to said Engelhardt a written notice demanding the immediate return of said Horse, but such notice was then and there ignored.

Sworn to before me, this:

29th day of March, 1895.:

Edward Smith

John Mulholland
Com. of Deeds of City.

James Kearney,
Counsellor-at-Law,

153 Broadway,

New-York, April 9th, 1895.

Hon. William L. Strong.

Mayor, etc.,

My dear Sir:-

I beg to enclose herewith affidavits charging official misconduct on the part of Peter J. Engelhard a City Marshal, on behalf of Edward Smith, Esq., of this City, with the statement that is further evidence in supporting the charge is required, my client is prepared to appear before you, with his witnesses, at any time upon reasonable notice.-

Very truly yours,

James Kearney

To

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

I hereby make complaint
against Jacob Tobin one of the
marshals of the City of New York.
The facts are as follows. On the
21st day of May 1895 judgment
was rendered in the 4 District Court
of this City against Minna Wechsman
who is my wife: that on the
22nd day of May 1895, while I was
away from home the said marshal
came to my dwelling no. 105 - 2nd
Avenue this City with an execution
on said judgment, entered my premises
& took possession of my premises
that accompanying said marshal
was another person, who claimed
to be a deputy marshal. My wife
sent for me & I returned home
where I found these persons in my
dwelling. The marshal was in the
dining room & the other person
in my bed-room. My wife was crying

I was frightened nearly to death. My children were also crying. They are of a tender age. two boys & 2 girls the eldest 8 years of age. the youngest 2 years. They went all through my dwelling roughly handled my wife. who ministered with them. I asked them to wait until I came. I upon my arrival at my house. asked them what their business was. they said they had an execution against Minna Wechsleman. I ~~also~~ asked them if they had anything against me. they said they had not & I asked them to retire from my dwelling. at the same time telling them that the house was mine & that I'd paid the rent. The marshall demanded ten dollars of me as a condition of leaving my house. he said if I would give him this he would not bother me. I refused to bribe him with any sum whatever & again insisted upon their leaving my house. they refused & ~~I~~ was obliged to use force sufficient to eject them. There were some cigars in the house belonging to me. & they insisted upon taking these cigars with them. The cigars had my name upon them & I was obliged to use

force to retain them. I called
the merchant's attention to my name
on the Cigar packages, but he still insisted
on taking them with him.

Johnson Wechsler

105 - 2 Avenue

M. STRASSMAN,
Attorney and Counselor at Law
Advokat und Notar.

NOTARY PUBLIC.

92 Second Ave.,

New York, May 24th 1895.

Job E. Hedges, Esq.,

Mayor's Sec'y,

My Dear Sir:-

I beg leave to state, in behalf of Marshal Jacob Subin, relative to the alleged charges made by Mr. Wechselman, as per your letter of the 23rd inst. that the said Marshal obtained from me an execution against the property of Minna Wechselman, the husband of the complainant. The Marshal made a levy upon 60 boxes of segars at the house of Mrs. W. she having told the Marshal that the segars belonged to her (her husband having done business in her name) but requested him not to move them until her husband returned. Presumably she must have sent for him to the cafe downstairs. He arrived in a few minutes accompanied by the Gombossy brothers, (one of whom conducted the said cafe) in great excitement and demanded that the Marshal get out. The Marshal stated his business and told him that he had made a levy upon the segars then in the room. Angry words were spoken and the Marshal fearing that trouble would arise, left his man in charge of the goods levied upon and with the intention of calling in a police officer. But before he left Mr. W. said the segars did not belong to his wife and that if he attempted to remove them he would kill him or words to that effect. The Marshal told him that the court would determine the ownership of the property, if anyone else claimed it. The Marshal did not reach the bottom of the stairs when he heard trouble going on and rushed upstairs again, but his entrance had been barred by the men on the inside (Wechselman and the Gombossys). The man left in charge was hustled out without ceremony and the sleeve of his coat almost torn out. Then he did go out and return with an officer but when he entered the room the men in question had left and none of the goods levied upon in sight.

HERBERT J. HINDES,
ATTORNEY AND COUNSELOR AT LAW,
TRIBUNE BUILDING,
No. 154 NASSAU STREET.

NEW YORK, May 29th, 189

File

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

Dear Sir:

In regard to the charges which I made against Jacob Subin, we have arranged our matters amicably, and I am willing, and hereby withdraw my charges against Mr. Subin, and request, that no further action or consideration be given by you thereto.

Very truly yours,

Stenographic Letter.

Herbert J. Hinds

125 St.

truck

~~oil~~

oil

Col. ave.

Col. ave.

Harvard square

Comm
planat

Drug
store

125 St.

THE AMERICAN WRINGER CO.

SUCCESSOR TO

METROPOLITAN M'FG CO.

99 CHAMBERS ST.

NEW YORK.

BRANCH OFFICE.

BRANCH STORE.
Cor. Columbus Ave. & 125th St.
J. Harper, Manager.

6/26

1895-

Mr Marshal

Dear Sir

You promise to have Moore
moving van removed from cor
Col Ave & 125th & it still
stand there & now a Party by
the name of Fitzgerald has
a van there we want them
removed it takes the entire
view from our store & is a
nuisance Yours

J Harper
cor Col Ave & N 125th
city

Mayor's Office.
Bureau of Licenses,
Room 1, City Hall.

New York, June 29, 1895

To E. H. Healy Esq.

Mayor's Marshal.

As instructed by you. I have investigated complaint of J. Harper Cor. of Columbus Ave. & 125th St. against Jas. Moore Truckman No. 6601 - stand Cor. Col. Ave. and 125th St. - and Andrew J. Fitzgerald Truckman - No. 3579 - 3580 stand 125th St & Col. Ave.

I visited stand and found but one truck and team owned by Moore standing on the large open space of ground formed by the intersection of Col. Ave. - 125th St. and Lock square and Manhattan St.

Location of truck about 5 ft. south of 125th St and about 50 ft. north from curb of south sidewalk of 125th St. at which place Harper's store is located.

Team and truck was at least 70 ft. away from said store. - Owner duly licensed and permitted by you to stand at above mentioned location.

P. P. Herwith finds a rough sketch
of above locality.

Respectfully,
Thomas M. Deliffosa

ALEXANDER MATTHEWS,

CITY MARSHAL,

167 EAST 121ST STREET,

NEW YORK.

N. Y. July 2/95

Hon. W. L. Strong
Mayor of N. Y. City
Dear Sir,

Replying to the communication from your Secretary of July 1st regarding a complaint against me by Mr. Frank Slezak, 169 Lexington Ave, N. Y. City, would say that on the morning of June 2/95 when the case of James (Landlord) vs Slezak (Tenant) was called in the Civil Court the said Slezak was in the Police Court by mistake and consequently made no defense thus losing any time the Judge may have granted him.

After court had adjourned he came to my office and requested that I give him until the following Monday to move.

This I granted.

On the afternoon of the ^{2nd} the agent of the landlord (Mrs Alice Gibson 109 E. 106 St) came to my office and stated that the tenant (Mr. Slezak) was making a disturbance

and requested that I execute
the warrant immediately.

This I did not do but sent
my clerk to tell the agent that
he would either have to believe
himself or else move the following
day (Saturday).

On Sunday morning the
agent (Mrs Alice Sankov) came
to my office and stated that
the agent (Mr Szek) still
continued to create a disturbance
and insisted that I remove
said agent. This I did as
my return to the court will
show.

I now wish to deny most
emphatically any and all charges
that Mr. Szek brings against me,
and beg the privilege of meeting
my accuser face to face, and I
urge him to identify me as
the person who ~~advised~~ offered
to allow him to sue for a
consideration.

Yours very respectfully
Alexander H. H. H.

Complaint

204

JOHN GOODE,
COUNSELOR-AT-LAW,
NOTARY PUBLIC.
NO. 155 EAST 57TH STREET,
NEXT TO THE COURT HOUSE.

In the matter of
Complaint of
A. Steinfeld,
against
Michael Goode,
as City Marshal.

204

NEW YORK, July 9th, 1895. 189

Job E. Hedges, Esq.

Secretary, Mayors Office,

Dear Sir:-

Your letter of the 8th inst. duly received and contents noted. In this case I had a warrant regularly issued from the Seventh District Court, against this complainant, as tenant, for the nonpayment of \$35. rent. Warrant was issued on June 28th, and at that time a certificate from the Board of Health was handed to me by the tenant, and nothing was done towards removing them from the premises until July 3rd, five days later.

On July 3rd the landlord telephoned to the inspector at the Health Department and received word from them that there was no danger in removing the tenant, and that the warrant might be executed.

On going to the premises occupied by the tenant, we found the doors locked and bolted from the inside, and were refused admittance by the tenants wife, although I informed her I was an officer from the Court, and had come there to put the landlord in possession of his premises.

She still refused to open the door, and after due warning the door was broken open, and the property of the tenant removed from the premises. No other way remained than to force an entrance. If a tenant could prevent the execution of a dispossess warrant by locking the door no landlord could ever get a tenant from his house.

The tenants wife acted in a disorderly manner, threatened to assault my men and myself, and I had to have a police officer at the premises. No mandate of the Board of Health was shown to me, and no person was sick there.

In order to properly present the facts to you it will be necessary for me to see the landlord, and get a certificate from the Health Department concerning the case, and which will take a day or two. I send this reply to your letter so you may know that I have given the matter my prompt attention. There is no merit in their complaint, and they simply tried to take advantage of the misfortune of their child's sickness to beat the landlord out of his rent, and stay as long in the house as possible, using that as an excuse. This is often done by tenants,

Yours Respectfully

Michael Goode
City Marshal.

New York Aug 12. 1885
Chs H Hayes Esq
Sir

Mr Springsteen
one of the Marshals attached
to this Court, has called
my attention to a Complaint
made against him by
Mr Alfred Ozame, if
the Complaint is in
relation to landlord and
tenant proceedings entitled
Ozame agt. Clarkson,
Mr. S is not to blame as
there is no warrant issued
in the case.

Respt
Geo L Pontrel
Clerk 3^d District
Court

City and County of New York to

John H. Whitmore Clerk of the said
District Court and has charge of
the Clerk's office of said Court, the judg-
ment in the Summary proceedings
of O'Leary v. Adamson are on file
in said office, That no warrant to
dispossess said tenant Adamson has
been issued by order of said Justice,
which order is marked on the papers,
as follows: "Warrant to be issued 12th
day of August 1875. Signed J. H. F. Justice
Done before me this

13th day of Aug 1875

John H. Whitmore

Notary Public

myself

City and County of New York &c

Abraham Springsteen being sworn, says that he is the person mentioned in the affidavit of A. Ozanne filed in the Mayors office. That as such marshal he served the summons in the disposing proceedings therein mentioned and attended before the Justice on the return day thereof. He heard the execution of the warrant to be issued therein, to-wit, that Mr Adamson the tenant therein, attended there and there and asked Judge Fowler to delay the issuing of said warrant until the 12th inst which request was there and there granted by said Justice, and so marked by him on the papers, and said warrant was not issued, and had not been issued at the time said Landlord demanded of deponent that he dispossess said tenant, ^{which he informed said Landlord} and deponent further says that he also obtained the said papers from the Clerks office, and showed them the Justices endorsement therein granting said tenant until the 12th inst as aforesaid.

And this deponent declares that he refused to dispossess said tenant but on the contrary told said Landlord he

Matter of
Ozanne
vs
Huygster

Affidavits of
Abner Huygster &c

MARSHAL'S BUREAU,

.....

J. N. FINKELMEIER,
Marshal.

EDMUND P. HOLAHAN,
Com. of Deeds.

154 East 12th Street.

New York, *Sept* 7 189*8*

<i>1</i>	<i>1</i>	<i>124.</i>
<i>for making paper &c</i>	<i>18.50</i>	
<i>Cost of printing</i>	<i>1 -</i>	
<i>Cost of truck and misc.</i>	<i>8 -</i>	
<i>Expense to run to New York</i>		
<i>times & back</i>	<i>5 -</i>	
		<i>32.50</i>
		<i>91.50</i>

Wm. H. Holahan

140.00
32.50
107.50

DAVID QUIGLEY & CO.,
Real Estate, Bonds and Mortgages Bought
and Sold, Loans Negotiated,

163 E. 125TH ST.

43 E 131st

Edmund P. Holahan

Furberman.

get Dist

New York, Dec 23 1895-

Honble W. Strong

Mayor N. Y. City

Honble Sir

Mr Matthew City Marshal
of 121st collected a chattel mortgage
for \$124 ⁵⁰/₁₀₀ He received over
\$140 and turned over to me \$91 ⁵⁰/₁₀₀
I have asked several times for
a statement and cannot get one
I cannot understand how a Marshal
only making two applications
should charge such rates.

I regret troubling your Honor
but I feel sure you will have
it investigated

Matthew received \$10- your very obt servant
D Quigley

New York, October 28/95.
Honorable W. L. Strong:
Mayor N. Y. City:
Dear Sir:

I wish
to make a complaint against City
Marshal Edward L. Gridley, res-
idence, 321 W. 118th St., on the
following grounds. Viz: On May 7
I got a body execution against a
fireman Matthew Murphy,
for money due me, and I turned
it over to Marshall E. L. Gridley
and he charged me five (5) ^{of}
dollars to arrest the said
Murphy. He had many chances
to arrest him but did not do it.
He had the execution against him
for five (5) months, the said

Murphy being dismissed from
the department on Oct. 2, 1895.
and I lose the money which
the said Matthew Murphy owed
me through the neglect of Matthew
E. L. Gridley, I have the receipt
for the money I paid Gridley.
As he did not do the work re-
quired I demanded the five (\$)
dollars, which he refused to
return to me. I ~~not~~ wish to
know from you if I can get
any justice.

Very Respectfully Yours

Louis Milner
103 E. 88 St.
N. Y. City

EDWARD L. GRIDLEY,

CITY MARSHAL,

100 EAST 121ST STREET.

157

NEW YORK,

Oct. 29th 1895

Mr. Job E. Hedges,
N.Y. City.
Dear Sir;

Replying to your
favor of 28th inst. in regard
to the Body Execution in
the action of Milner against
Murphy, I beg to offer
in way of explanation the
following facts.

About the latter part of May
I received from Mr. Milner
an Execution against the
Property of Matthew Murphy,
and upon trying to satisfy it
I found that the Defendant
owned nothing on which a

levy could be made, and the
same was returned to court
unsatisfied. The action being
one for conversion Mr. Milsam
then obtained an Execution
against the Body of Murphy,
and agreed to ^{and did} pay me \$5.00
if I would arrest Murphy
or collect the money (60.50)

After numerous attempts to find
Murphy (each time having to
take a man with me) I finally
~~to~~ took him to Milsam's Attorney
where he made an agreement
to pay the execution in
installments. Which arrange-
ment was satisfactory to Milsam.
The first installment was due
on July 1st at which time
Murphy was in St Vincent's
Hospital and no payment was
made. He remained there until

EDWARD L. GRIDLEY,

CITY MARSHAL,

400 EAST 121ST STREET.

1874

NEW YORK, 189

about Aug 1st, at which time
Milesur personally collected
\$30⁰⁰ from him. After that
I made numerous attempts
to see and arrest Murphy
(each time taking someone
with me at an extra expense)
but owing to the fireman
at the Hook & Ladder House
No. 15, I was unable at any
time thereafter to see him.
On Dec. 2^d he was removed
from the Department and
have been informed by Mr.
Milesur that he went to
Boston. I have since returned
the Exemption to Court as

unsatisfied, and Mr. Spencer
now demands that I return
to him the \$5⁰⁰, which I
have refused to do, as my
time labor and expenses
have amounted fully to that
amount if not more.

Trusting this explanation will
be satisfactory, I am

Respectfully yours
E. L. Friday
City Marshal

WALTER C. SAMPSON,
COUNSELLOR AT LAW,
38 PARK ROW.

NEW YORK, October 31st 95

Henry Lowry Esq.

Dear Sir:—

Make no levy
in the case of Putnam
vs Alpi until further
notice from me.

Have Mr Lax
Call and see me tomorrow
afternoon

Yours etc
Walter C. Sampson

\$40.66

PROX. WBY.

WILLIAM C. CAMPBELL

CHURCHMAN AT LAW

NEW YORK

3.10 Paid 30

Long 1.00

Mile 2.4

Round 2.00

Long 30.00

8.54

By

as of receipt

540. about 2-
530 with

Mr. Let

WALTER C. SAMPSON,

COUNSELLOR AT LAW,

38 PARK ROW.

NEW YORK,

Nov. 4th 1895

Birmingham right up
72223
Hon. Wm L. Strong
Mayor etc.

Dear Sir:-

On or about the 10th day of October 1895 Marshal Henry Lowry collected \$5.00 on an execution amounting to \$30.22 issued from the 2nd District Court, entitled *Adorn Wilson vs. Paul Descalzi & a/c.* No part of this has been paid over to me although I have demanded the same, less the amount of his fees.

On the 31st day of October 1895 Marshal Henry Lowry collected \$8.60 on an execution amounting to \$42.97 issued from

WALTER C. SAMPSON,
COUNSELLOR AT LAW,
38 PARK ROW.

2

NEW YORK,

The 2nd District Court, entitled
Cutnam vs alpi. No part
of this has been turned
over to me, although I have
demanded the same, less the
amount of his fees.

I am the plaintiff's
attorney in both cases and
can give you affidavits to
support the above statements,
in fact, I have a receipt
given to the defendant alpi
for the \$8. 60 collected. Of course
in settling the cases I had
to deduct the above amounts
less the marshal's rightful
charges, which were very

3

WALTER C. SAMPSON,
COUNSELLOR AT LAW,
38 PARK ROW.

NEW YORK,

Small in both cases.

May I ask your aid
to bring this marshal to
terms

Very Respectfully yours
Walter C. Sampson.

New York June 10th 1896
Hon W L Strong Mayor

Last December I gave City
Marshal D J Solinger
150 East 121st
a judgment to the amount
of \$33.50 (Thirty Three dollars
and fifty cents) to collect for me
I bearing the Plaintiffs I
went to the Premises of
the Defendant in same
month and found nothing
to save on only the

Cash drawer which contained
four dollars and Eighteen cents
\$4.18⁰⁰ There being a lot
of other Personal Property
but could not be found
at the present time.

again on April 28
the Marshal seized on two
Horses and two Wagons
The Defendant claimed
there was a mortgage
on same so the
Marshal returned the goods.
There are enough of goods
on the premises to cover
the amount of my
claim but Marshal
Drainger informed me

He could not bother him-
self any further in this
matter - on the 8 Inst
he returned the Execution
to the 9 Dist Court un-
collected and in formed
me he would sup \$4.18⁰⁰
for his fee.

Your Honor I do
not think this legal
and at my Lawyer's request
I am obliged to call your
attention to the matter
trusting your Honor
will inquire in to
the circumstances

I Remain Yours Respectfully

W Campbell

2374. 3rd Ave
New York

MORRIS KAMBER,
ATTORNEY AND COUNSELLOR AT LAW,
(615 BENNETT B'G)
93 NASSAU STREET,

RESIDENCE, 246 CLINTON ST.

New York, August 31st 1896. 189

Hon. W. L. Strong,
Mayor, New York City.

Sir:-

I beg to call your attention to the action of one Max Gross, a Marshal attached to the 5th Judicial District Court, of this City, in regard to his charges.

The facts in the case briefly stated are as follows:
On August 11th said marshal was instructed by me to foreclose a chattel mortgage for the sum of Sixty-five (\$65) Dollars on household goods, situated at No. Jefferson Street, New York City. He called upon the mortgagor and collected from him the sum of Ten (\$10) Dollars. Subsequently the matter was amicably arranged between the mortgagee and the mortgagor and said Gross was thereupon informed to that effect and requested to return the Ten (\$10) Dollars that he had collected from said mortgagor upon the mortgage debt. He refused and still refuses to return the said Ten (\$10) Dollars claiming that it is his fee. In view of the little services that he has rendered and the small amount involved in this matter it seems that his fee is excessive, if not exorbitant. He only went there once and now refuses to accept anything but retains the Ten (\$10) Dollars.

I trust that you will give this matter your attention and see that justice is done by it, as I think the marshal is

MORRIS KAMBER,
ATTORNEY AND COUNSELLOR AT LAW,
(815 BENNETT B'D'G)
93 NASSAU STREET,

RESIDENCE, 246 CLINTON ST.

New York, 189

taking an undue advantage and it seems to me that he ought to be
shown that he cannot violate his duty in the manner he is doing.

I trust that you will do as requested and inform
me of your action in the matter .

Very respectfully yours,

Morris Kamber

In the Matter of Charges against

- MAX GROSS -

A Marshal of the City of New York.

State, City and County of New York, SS:

Morris Kamber being duly sworn
deposes and says: That he is an attorney and Counselor
at-law, and has his office at No. 93 Nassau Street in the
City of New York:

That on the 11th day of August 1896, deponent in-
structed one Max Gross, a Marshal of the City of New York,
to collect a mortgage debt upon the household furniture
of one Berman: That said Gross in company with deponent,
called at Berman's residence and said Berman thereupon
settled the matter with deponent so that foreclosure be-
came unnecessary: That deponent thereupon informed said
Gross that his services would not be needed and deponent
then and there offered said Gross a couple of Dollars
for his services, to which said Gross evidently assented
as he did not name any greater sum, nor did he say how
much he would want:

That by the terms of said agreement deponent was to
receive the sum of Ten (\$10) Dollars as part payment of
the mortgage debt but that owing to his absence, the said
Gross accepted the Ten (\$10) Dollars for and in his stead:
That deponent upon learning of same, requested said Gross
to pay over to him, the Ten (\$10) Dollars so collected
but said Gross declared that he would do so when the mat-
ter was finally adjusted the next day:

That said Gross has refused and still refuses to deliver up the said Ten (\$10) Dollars so collected as part of the mortgage debt, although deponent has tended to him a reasonable fee and compensation for his services: that at the utmost, as deponent is informed and believes, spent a very short time in attending to the matter and the distance from his office to said premises is but a few blocks:

That it always was understood by and between said Gross and this deponent that at the utmost said Gross would receive Five (\$5) Dollars for his compensation for attending to the matter as the amount was so small:

That deponent is now ready and willing to tender to said Gross a reasonable fee for his services in the matter

W H E R E F O R E deponent asks, that his Honor, the Mayor, compel said Marshal to turn over to deponent, the sum of money finally collected by him.

Sworn to before me this 11^d :

day of Sept - 1896.: :

Monsieur

Martin F. French.

Notary Public, Kings Co.,
Certificate filed in N. Y. Co.

In the Matter of Charges against

- MAX GROSS -

A Marshal of the City of New York.

State, City and County of New York, SS:

Elias Berman being duly sworn, deposes and says: That he resides at No. 25 Jefferson Street in the City of New York: That on or about the *29^d* day of *February* 1896 he executed a Chattel Mortgage on the goods, chattels and furniture contained in his household, situated at the above address, for the sum of Sixty-five (\$65.00) Dollars to one Michael Kamber: That by the terms of said mortgage the same became due and payable on or about the *1st* day of *July* 1896 and the payment thereof was not made excepting the sum of Twenty-five (\$25.)Dollars and that there still remains due and owing thereon on August 11th 1896 the sum of Forty (\$40) Dollars:

That on said August 11th 1896, deponent was called upon by one Max Gross who represented himself to be a Marshal of the City of New York, and then and there attempted to foreclose the said mortgage above mentioned: That thereupon said Berman, after consulting with the attorney for the Mortgagee amicably arranged the payment of the mortgage so that foreclosure became unnecessary and the Marshal was thereupon informed to that effect:

That by the terms of the arrangement, the mortgage was to be paid off: That deponent requested his wife thereupon to procure Ten (\$10) Dollars and pay the same over to the attorney for the mortgagee, as per request:

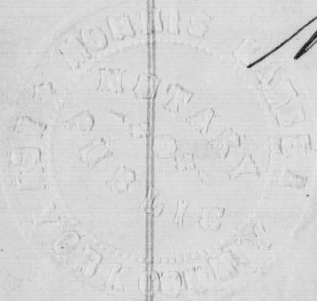
That thereupon said Gross declared that he would take the said Ten (\$10) Dollars on behalf of the attorney for the mortgagee in payment of the First Instalment and whereupon deponent's wife delivered to him the said Ten (\$10) Dollars:

That since that time deponent has never seen said Gross nor has he ever called upon him at his house, as he is informed and verily believes, ~~as~~ in regard to the collection on the mortgage debt or any other matter relative thereto.

Sworn to be-fore me this *11th* :
day of *Sept* 1896 :

E. B. Cunningham

Moms. Kaul
Notary Public
W. Y. Co.



In the Matter of Charges against

- MAX GROSS -

A Marshal of the City of New York.

State, City and County of New York, SS:

Sarah Berman being duly sworn deposes and says: That she is the wife of Elias Berman, whose affidavit is hereto attached and that she well remembers the call of Max Gross at her house in reference to the matter of the foreclosure of the mortgage made by her husband to Michael Kamber and further says that she was present at the time of settlement of the matter between her husband and the mortgagee's attorney and at the instance and request of her husband procured Ten (\$10) Dollars which was to be paid to the mortgagee's attorney in part payment of the mortgage debt and that said Gross took from her the said Ten (\$10) Dollars on behalf of said attorney with the understanding that the same was to be paid to him as aforesaid:

That subsequently and in about two or three days later a person called at her house and desired to know whether the payment of the mortgage was finally adjusted and whereupon she informed said person that her husband had come to an amicable arrangement, whereby the Thirty (\$30) Dollars remaining due on said mortgage was to be paid and the matter disposed of in a way, other than by foreclosure:

That at no time thereafter did Max Gross call at her house in reference to the disposition of the foreclosure of the mortgage nor at any other time or place in reference thereto, as she is informed and verily believes, but that

the only person she saw in regard to the matter was the
person referred to above, who called upon her and asked
her whether the matter was finally disposed of.

Sworn to before me this

11th day of Sept 1896.

: Sarah
: & Mark
: Berman

Mona Kauler
Notary Public
Wey, Ca

46 Sheriff Str

New York Sept 11th 1906

Hon. William Strong,

Mayor of New York City

Dear Sir,

I have been wronged
by one of your City Marshals
named Marcus Moses of the
Fifth Judicial Court in the
City of New York, he put an
attachment on a security
belonging to me from one
Moses Grossman in behalf
of Annie Gwertling which is
unknown to me and to whom
I am positive not to be
indebted to any amount
furthermore I have never been

Served with any legal
papers without any trial
known to me I am deprived
by reason of this attachment
to the amount of 70. dollars,
Hoping you will see that
Justice is done in this matter
being that I am a poor man
and very much in need,

I pray that a speedy action
will follow I remain your
Obedient Servant
Hyman Karsfeld.

Marcus Moses,
City Marshal,
5th District Court,
154 Clinton St. New York.

DOWNTOWN OFFICE:
25 CHAMBERS ST. ROOMS 31 & 32.

Sept. 12, 1896. 189

Job E. Hedges, Esq.,

Secretary to the Mayor.

Dear Sir:-

I am in receipt of your communication of the 11th inst., in reference to a complaint made by one Henry Klarsfeld, claiming that an improper levy was made under a warrant of attachment, and notifying me to appear at your office on Monday next at 12:30 P. M.

In response thereto, I beg leave to say that on the day mentioned, I will be a witness in the Court of Special Sessions, and will probably be prevented from attending at the time indicated in your letter; but will, however, call as soon as possible and furnish you

Marcus Moses,
City Marshal,
5th District Court,
154 Clinton St. New York.

DOWNTOWN OFFICE:
25 CHAMBERS ST. ROOMS 31 & 32.

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(2)

with certified copies of the records of the Court
having application to the complaint above re-
ferred to. My object in writing this letter
is that in the event of my being detained at
the Court referred to, that you may not regard
my inability to be present as a discourtesy.

Very respectfully yours,

Marcus Moses

To the Sheriff of the County of New York, or to any Marshal of the City of New York, GREETING:

WHEREAS, heretofore, by the petition of *Henry Steberg, Jr.*
 duly presented to the DISTRICT COURT in the City of New York for the *10th* — Judicial District, an application
 was made in behalf of *Henry Steeler* — the Landlord of the premises hereinafter
 named for, among other things a final order of said Court, to remove

Frederick L. Meare TENANT, from

Laurie A. Francis Under Tenant
whose Christian name is
unknown to our petitioner

• in house and premises known as Number

two story frame
house on Webster
avenue West side 277
feet North of Marshal's
Park Way.

In the City of New York, upon the ground that said Tenant and those claiming possession of said premises under said Tenant did *hold over and continue* in possession thereof, after the expiration of the term of hiring of said Tenant and without the permission of the said landlord or the petitioner, WHEREUPON a precept was duly issued out of said Court, directed to said Tenant and Undertenant in possession of said premises or claiming the possession thereof, requiring them to forthwith remove from said premises, *or to show cause* before said Court at the place designated by law for holding said Court, at a certain time now past, why the possession of said premises should not be delivered to the petitioner. And no good cause having been shown to said Court or in any way appearing to the contrary, and the proof of the service of such precept having been presented

said Court did thereupon render Judgment by a final order awarding, among other things, to the petitioner the delivery of the possession of the said property.

THEREFORE in the Name of the People of the State of New York, you are hereby commanded to remove all persons from the said premises and put the petitioner in the said petition named into the full possession thereof.

IN WITNESS WHEREOF, I, *Wm. J. McCrea* the Justice of the said District Court in the City of New York, for the *10* — Judicial District, have subscribed these presents this

September 189 *5*

Wm. J. McCrea *14th* day of JUSTICE, & C.

6989
10th District Court.

Weiler

LANDLORD

against

Stearns
et al

TENANT.

Warrant-Holding-Over.

Issued

Sept. 14th

1895

RETURN

Pursuant to the command of the within warrant, I have this day put the Petitioner in said petition named into full possession of the premises within mentioned.

Sept. 14

1895

Geo Rudolph

Marshal

NOTICE TO MARSHAL.

This warrant can only be executed between the hours of sunrise and sunset (Code Sec. 2252.

Can Mr A P Gadsden
Treaton Avenue
Bedford Park

CITY OF NEW YORK.
OFFICE OF THE MAYOR.

September 17th, 1895.

George Rudolph, Esq.,

City Marshal,

1759 Sedgwick Ave.

Dear Sir:-

The Mayor desires to see you at this office to-morrow
at 10:30 o'clock. Please make it convenient to be here at that
time.

Yours very truly,

A handwritten signature in dark ink, appearing to read "John L. Runkle". The signature is fluid and cursive, with the first name "John" and last name "Runkle" clearly legible.

Chief Clerk.

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New York, Sept'r. 18th, 1895.

Hon. Wm. L. Strong,

Mayor of New York City.

Hon. Sir.

Feeling that I may not have myself ^{made} understood in my complaint to you against [^] Marshal George Rudolph.

I desire to say that my principal complaint against the Marshal is for having wrongfully and unjustly discriminated against me and in favor of Mr. Weare in the execution of the dispoess warrant on last Saturday, and also for the uncalled for Roughness and Rudeness on that occasion, all of which I am prepared to prove, also that the Marshal did not execute the warrant at all against Mr. Weare as the warrant ordered, as Mr. Weare is still in possession, clearly showing that the Marshal conspired and connived with Weare to my great injury, mortification and detriment.

With high regard I remain.

Yours Respectfully.

(Mrs) Anna H. Francis

Know all Men by these Presents, THAT
 WE, Jacob Kissinger and Henry Wh
of the City County and State of New York

are held and firmly bound unto E.A. Murray, a marshal
of the City of New York

in the sum of one hundred and fifty dollars, lawful
 money of the United States, to be paid to the said E.A. Murray
 or to his certain attorney or attorneys, executors, administrators or assigns; for which payment well and
 truly to be made, we bind ourselves, our and each of our heirs, executors and administrators, jointly and
 severally, firmly by these presents.

Sealed with our seals. Dated the 10th day of September in the year one
 thousand eight hundred and nine.
 Whereas, ~~the above named~~ on the 9th day September 1896. August Schreiner, George
Ramer and August Goeble
 did obtain judgment in the Eleventh Judicial District Court in the
City of New York, for the sum of seventy-eight and 50/100 dollars
(\$78.50)

against the above named Jacob John Kissinger
 whereupon execution has been issued, directed and delivered to the said E.A. Murray
 requiring him, out of the personal property of the said judgment debtor, to
 satisfy the judgment aforesaid. And whereas, certain personal property that appears to belong to the
Jacob John Kissinger is now held and levered on
by the aforesaid E.A. Murray, by virtue of the above
execution

Now therefore, the Condition of the above Obligation is such, That if the above
 bounden Jacob Kissinger and Henry Wh shall well and truly save,
 keep and bear harmless, and indemnify the said E.A. Murray
 and all and every person and persons aiding and assisting him in the premises, of and from all harm,
 let, trouble, damage, liability, costs, counsel fees, expenses, suits, actions, judgments, special proceedings
 and executions, that shall or may at any time arise, come, accrue, happen or be brought against him,
 them, or any of them, ~~as well for the levying and making sale under and by virtue of such execution, of~~
 all or any personal property, which he or they shall or may judge to belong to the said judgment debtor,
 as well as in entering any shop, store, building or other premises, for the taking of any such personal
 property, then this obligation to be void, otherwise to remain in full force and virtue.

Sealed and delivered in the presence of
Witness Robert Stinson. Jacob Kissinger
Henry Wh

City and County of New York
Jacob Kissinger and Henry Wh
 subscribers to the above bond being severally sworn, each for himself, says, that he is a resident and
Freeholder holder within this State, and worth double the sum specified in the above
 bond, over all his debts and liabilities, and exclusive of property exempt by law from execution.

Sworn to before me, this 10 day }
of September 18 96 }
Robert Stinson
Notary Public. #204
for City County of New York. State of
New York.

County of *New York.* SS.

I Certify, That on this *10th* day of *September* 18*96*.
before me personally appeared *Jacob Kissinger & Henry Wbl.*
of the City, County & State of New York.

to be the individuals described in and who executed the within bond, and severally acknowledged that they executed the same.

Robt. Stinson Notary Public - #204
for City, County of New York
State of New York.

TO

INDEMNITY BOND.

Dated

18

Approved
Henry Wbl.
Sep 10 1896

KNOW ALL MEN BY THESE PRESENTS that I , Jacob Kissinger
am firmly bound in consideration of the sum of one dollar
to me in hand paid at or before the delivery of these pres
ents the receipt whereof is hereby acknowledged from E. A.M
Murray and J. B. Sheridan, to said Murray and Sheridan
in the sum of One Hundred and Fifty Dollars well and
truly to be paid to them their heirs , administrators,
executors and assigns, to which payment I bind myself
firmly by these presents.

The condition of the above obligation is such that if I h
hold the said Murray and Sheridan forever harmless from all
costs damages , liability and legal proceedings which
may result from their withdrawing the keeper they now have
in my place of business at 75 Fulton St. under a certain
execution issued upon a judgment obtained against me in
the Eleventh District Court, New York City, by August
Schreiner and others, then this obligation shall be null
and void , but otherwise shall remain in full force and eff
ect.

In Witness whereof I have hereunto set my hand and
seal this 10th day of September, 1896.

City and County of New York ss

I certify that on this 10th day of September , 1896,
before me personally came Jacob Kissinger to me personally
known and known to me to be the person who signed and executed
the foregoing bond and duly acknowledged to me that he had
executed the same for the purposes therein mentioned.

Notary Public
N. Y. Co.

Pol.I

District Court in the City and County of New York

for the

Eleventh Judicial District.

-----X
August Schreiner, George Bauer and

August Vogler, composing the firm :

of Schreiner, Bauer & Vogler, :

Plaintiffs, :

against

Jacob Kissinger(sued as John :

Kissinger) Defendant.

-----X
Upon the annexed affidavit of Jacob Kissinger, verified
the 10th day of September, 1896, and the judgment enter-
ed herein September 9th, 1896, let the plaintiffs above
named show cause before me in the Court House of this
Court, No. 312 and 314 West 54th Street, New York City,
at nine o'clock in the forenoon of September 11th, 1896,
or as soon thereafter as counsel can be heard, why the
said judgment taken by default herein should not be opened
and the defendant allowed to come in and defend this
action and why he should not have such other and further
relief as to the Court may seem just. Sufficient reason
appearing therefor let service of this order on September
10th 1896, ^{before 3 o'clock P.M.} be sufficient. And until ~~three days~~ after the
decision of this motion let all proceedings upon said
judgment by the Marshal, and by the plaintiffs, their
attorneys and agents and any of them be stayed.
Dated September 10th, 1896.

J. A. Gorman
Justice.

Pol.I

District Court in the City and County of New York

for the

Eleventh Judicial District.

-----X
August Schreiner, George Bauer and

August Vogler, composing the firm :

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and the defendant allowed to come in and defend this
action and why he should not have such other and further
relief as to the Court may seem just. Sufficient reason
appearing therefor let service of this order on September
10th 1896 ^{before 3 o'clock P.M.} be sufficient. And until ~~three days~~ after the
decision of this motion let all proceedings upon said
judgment by the Marshal, and by the plaintiffs, their
attorneys and agents and any of them be stayed.
Dated September 10th, 1896.

J. A. Gorman
Justice.

District Court in the City of New York

for the

Eleventh Judicial District.

-----X
August Schreiner, George Bauer and :
August Vogler, composing the firm of :
Schreiner, Bauer & Vogler, :

Plaintiffs, :

against

Jacob Kissinger (sued as John Kissin- :
ger), Defendant. :

-----X
City and County of New Yorkss

Jacob Kissinger being duly sworn says ; I am the defendant
in this action. The alias summons herein was served on me
according to my best recollection on the 4th inst. I fully
intended to defend the action but made the mistake of
supposing that the return-day was on the 21st inst.

instead of the 9th. This mistake arose from the fact
the copy of the original summons as served was the last
paper that I looked at and was returnable on the 21st of
August. I glanced hastily at it and failed to notice the
word "August". I laid the paper on my desk yesterday in-
tending to see my attorney about it during the day so as
to have ample time for preparation but before I could do
so a City Marshal appeared in my place of Business and
levied an execution upon my property there and is now
in possession and threatens to sell the same thereunder.

I have fully and fairly stated the case ^{in this action} to my counsel

Philo P Safford, who resides at 114 Pelham Road, New Rochel

Pol. 4 and I have a good and substantial defence to the cause of
action alleged by the plaintiffs herein as I am advised
by my said counsel after such statement and verily
believe. I am a machinist and have my place of business at
75 Fulton St. in this city. I have been continuously en-
gaged here in that business for the last sixteen years.
I am amply responsible for all claims against me owning
the plant at the said address which is worth many times
the amount of the judgment ^{and is free and clear} ~~herein~~, real estate in Hoboken
New Jersey, ^{also free and clear} ~~and other property~~ besides. So far from the
plaintiffs having any claim against me they owe me now
and other merchandise ^{and altered} for tools I had made for them in my shop upon their order.
No prior application for the order to show cause now sought
has been made. There is not time to give the ordinary
notice of motion because of the aforesaid levy which is
of great damage to me in my business and would result in
a Marshal's sale before the motion could be heard. There is
a keeper in charge of my said place of business now.

Sworn to before me

Jacob Kissinger

September 10th, 1896.;

Geo. W. Simers Jr.

Commissioner of Deeds

City and County of New York.

Sir:

You will please take notice that the
within is a copy of a _____
this day duly entered herein and filed
in the office of the Clerk of this Court.

Dated, New York, _____ 189

Yours, etc.,

ESSELSTYN, KETCHAM & SAFFORD,

Attorneys for

No. 35 Wall Street,

New York City, N. Y.

To

Esq.,

Attorney for

Eleventh District Court.

Schreiner et al.

^s
Plaintiffs,

against

Kissinger

12

~~Defendants.~~

Order to Show Cause and
Affidavit.

ESSELSTYN, KETCHAM & SAFFORD,

Attorneys for

Defendant

No. 35 Wall Street,

New York City, N. Y.

Due and timely service of a copy of
the within _____
is hereby admitted this _____
day of _____ 189

Attorney for

E. A. Murray,

RES. 411 W. 51st ST.

J. B. Sheridan,

RES. 206 W. 62d ST.

Murray & Sheridan,

City Marshals,

920 EIGHTH AVENUE,

TELEPHONE

1055-38TH.

NEW YORK.

Sept. 18th, 1896.

Messrs. Murray & Sheridan

City Marshals,

920, Eighth Avenue, City;

Gentlemen;- The complaint in the action of Schreiner et al. vs. Kissinger was dismissed this morning and the defendant awarded judgment on his counterclaim, with costs. He has handed me a receipt for \$18.50 for alleged fees of custodia of his shop which he paid to you without my knowledge. I will give you twenty-four hours to return the money paid you in excess of the fees allowed by law. You will have to see me as Mr. Kissinger put it in my charge.

Yours etc.

Phil C. Schreiner

333

J. Kinsinger Mr
Geo. W. Lyson for
services in care of

Chas. & Co. Agt
Jacob Kinsinger as
Custodian of his shop
at 75, Fulton St
in the sum of \$18.50 ⁰⁵
\$18.50 ⁰⁴

Geo. W. Lyson
per C. A. Murray

Elisha K. Camp.

Robert C. McCormick.

*Camp & McCormick,
Attorneys & Counselors at Law,
No. 2 Wall Street,*

2 pm 9th

UNITED BANK BUILDING,
COR. BROADWAY & WALL ST.

New York. Oct. 7th, 1896.

Job E. Hedges, Esq.,
Secretary and Chief Clerk,
Mayor's office,
City Hall, New York, N. Y.

Dear Sir:

We hereby, on behalf of Paul R. Delile, prefer charges of official misconduct against Alexander Mathews, a City Marshal, and respectfully request you to appoint a time when the said Mathews may be cited to appear for an investigation in the matters herein set forth.

In brief, the facts are, that said Mathews arrested said Delile on a body execution issued out of the Ninth District Court on the 14th day of August, 1896. That the judgment was satisfied on the same day and the defendant Delile was released from custody, and Mathews thereafter improperly obtained a renewal of the execution and on the 23rd day of September, 1896, rearrested Delile and caused him to be imprisoned in the County Jail until he was released by an order of the Court.

Very respectfully yours,

Camp & McCormick

M. J. Adams, 17 West 5th Ave.