



CITY OF NEW YORK.
OFFICE OF THE MAYOR.

189 .

To the President of the
Board of Police.

Sir:

I am directed by the Mayor to notify you that
a license to give concerts consisting of vocal and instrumental
music only, and to sell Wines and Beer during such performances,
has been granted to

for the premises

This license is granted upon condition that
there shall be no communication between the Concert Room and the
bar where liquors are sold.

Music to cease at midnight, and no perform-
ances to be given by females in theatrical costumes, or who at any
time mix with the audience.

Date of expiration

189 .

Respectfully,

Morris Stalkwitz 127 Ridge St.
bought goods of J. S. Kumberger
Auct. at 275 Grand St on
Monday Aug. 3, 1896, including
525 pieces at $5\frac{3}{8}$ a piece
7120 boys waists at 14^c
+ gave \$5 - deposit.

Went Tuesday & could
not get goods. He offered
him deposit. Man wants
goods. Goods were gone.

Friday 11:30 A.M.

Refused deposit
+ was dismissed
S.B.

New York, Aug 6/96

B. L. Burrows Esq.

Dear Sir,

In answer
to a certain complaint
of a Mr Salawitch
I beg leave to tell you
that it is impossible
for an Auctioneer
no matter how honest
& straight he means
to do business, to give
satisfaction to every
Grant that comes to
a Sale. Now it is
really a hardship
on me, that such Grants

on day following.

This party did
not comply with
terms & never showed
up until 2 P.M.
when of course the
gravel had been
& I was only too glad
that another party
took them at some
price. The Lord
ought to have been
vacated at 12 a.M.
& only on this party
account Mr. Lange
was detained until
3 P.M. - As long as

party was anxious to see the gravel

can annoy me & make
me lose valuable time
in visiting me before
the Mayor. —

Now in this case
I had a Lab for
a Mr. M. Lange
275 Grand St.

& the terms of Lab
were mentioned by
me at beginning
& end of Lab.

The bills were to
be settled between
8 a M - 12 a M.

We delivered a good many bills
ever same day of Lab & if this
party was anxious he had ample time to get his bills

I did not lose any
thing by the reselling
I proposed to
return this Enact
his deposit, but
he refused it. -

Now please do not
make me lose any
time on his acct.
for I have a sale
on Friday.

He can have his
share when any time
he calls for it.
You surely do
not expect me to
do any more

Respy

G. & Weinberger

Mc Q. Johnson

New York,

189

TO BRYAN L. KENNELLY, Dr.

MEMBER
REAL ESTATE EXCHANGE AND
AUCTION ROOM, LIMITED,
AND
NEW YORK REAL ESTATE
SALESROOM.

AUCTIONEER, APPRAISER AND REAL ESTATE BROKER,
NO. 66 LIBERTY STREET.

Auction Sales Household Furniture, Stocks and Bonds a Specialty.

<i>40</i>	<i>864 Medoc</i>	<i>7 1/2</i>	<i>64.80 ✓ -</i>
<i>129</i>	<i>9 quarts R Wine</i>	<i>55</i>	<i>4.95 ✓ -</i>
<i>184</i>	<i>24 prits Lamb</i>	<i>25</i>	<i>6 ✓ -</i>
<i>173</i>	<i>4 quarts Lam</i>	<i>120</i>	<i>4.80 ✓ -</i>
<i>189</i>	<i>14 prits Champ</i>	<i>8 1/2 ✓</i>	<i>11.53 ✓ -</i>
<i>295</i>	<i>1 quart</i>		<i>7 ✓ -</i>
<i>296</i>	<i>5 1/2 "</i>		<i>3.92 ✓ -</i>
			<hr/>
			<i>96.82 ✓</i>
			<i>48 -</i>
			<hr/>
			<i>48.82</i>

Paid to Kennelly 70 #

L. Mulvaney.

238 £. 86

Birmingham

139 £ 51

Set down
for Monday
Aug 19/96 at 11 am

Settled by sending
balance form.

Burns NEW YORK, Sept. 4th 1896.

Hon. William M. Strong
Mayor. New York City.

Dear Sir:-

I desire on behalf
of my client Mr. Ely Pieser
of 57 E. 110th St., this City, to
make a complaint against
Auctioneer William Holzwasser,
of University Place & 12th St.
this City, on the ground, of
fraud.

On August the 25th Mr.
Pieser, sold to Mr. Holzwasser
two (2) Bicycles on the following
agreement. Mr. Holzwasser
paid Mr. Pieser thirty (30) Dollars
for the two wheels. It was
then positively understood
that these wheels were to be
sold at public auction for
not less than \$22 $\frac{50}{100}$ apiece &

(2)

NEW YORK,

that any amount these wheels
brought over \$15 a piece was
to be divided between
Messrs. Pieser & Holzwasser.
The wheels were not sold
at public auction by
Mr. Holzwasser, but he did
place one of the wheels in the
hands of another Auctioneer
and it brought \$22. The other
wheel Mr. Holzwasser never
sold. He refuses to return
the same, or to make any
restitution for the wheel, and
likewise refuses to turn
over the excess on the wheel
sold. My client informs me
that he can produce positive
evidence of this and other trans-
actions wherein Mr. Holzwasser
has cheated other people.
Trusting that you will give

LAW OFFICES OF
P. A. McMANUS,
18 FRANKLIN ST.

TELEPHONE CALL, 722 FRANKLIN.

NEW YORK,

this matter, the attention
which you think it deserves,
I remain, sir,

Yours Very Respectfully
P. A. McManus

CITY OF NEW YORK.
OFFICE OF THE MAYOR.

September 8th, 1896.

Mr. P. A. McManus,

13 Franklin street,

New York City.


Dear Sir:-

The Mayor is in receipt of your favor of the 4th instant, making complaint against Auctioneer William Holzwasser, University Place and 12th street. I am directed by him to say that if you will come to this office Thursday next at 11:30 A.M., bringing your client and any witnesses you may have we will try and straighten out the difficulty.

Yours truly,

Geo L Burrows
Confidential Clerk.

*Recd. McManus
Sept 11/96*


 Sumner Vogel
 95 Granger, as before
 corroborates the story!!

Mr. Jacob
 buyer Tremont
 heard prop. wanted him
 to buy wheels: refused
 \$30.

New no mentioned
~~XXXXXXXXXXXXXXXXXXXX~~

Aug. 25/96.
 = 2 bicycles = \$80. a pair
 cost. originally \$30 ~~apiece~~
 H. gives to you \$30 ~~apiece~~
 for both. None not
 sell bicycles for less
 than \$22.50. He sold
 bicycles for @ 17. ⁵⁰/₁₀₀ x

Holmeyer: Told him all about
 \$35. in mind since
 Jacob. Ellischer 164
 Delaney, P. - Riesen
 1. f

~~BLA~~





17 1/2 & 19 WAVERLY PLACE,
NEAR BROADWAY.

New York, Sep. 11th 1896.

Mr. B. L. Burrows,

Dear Sir,

In answer to your letter of Sep. 10th will say, that all I know about the affair is as follows.

I called to pay a bill for a hall stand ^{that I bought} at an auction sale, and while there a young man, whose name I do not know (as all parties are stranger to me.) brought two bicycles to the store and quite a crowd had collected, looking at them, I then overheard the auctioneer (who was waiting on me.) tell the young man that he would advance him 30% on the wheels, and that all over 35% that he would realize, when the wheels were sold, he would divide with him. The young man wanted to see the wheels, but the auctioneer refused to buy them. I paid my bill then and left the place. (over)

Trusting this may be of service to you.

Yours Respy.
Joseph Willard.

New York, September 22nd, 1896.

Received from Jacob A. Stein the sum of Four Hundred
and Seventy-five Dollars (\$475.00) in full ^{payment for my} right, title and
interest as Auctioneer of a certain lot of machinery men-
tioned in the schedule of a certain Chattel Mortgage which
was made and executed by Frank Zuhr and Louis R. Diering to
Jacob A. Stein.

A. Schuss

JUSTUS COOKE.
209-211 EAST 125TH STREET.
NEW YORK.

New York Mch 16/96

I have had dealings
with Mr H. Greenes ^{long} quite a
number of times,
He attends my weekly sales
almost every week and our ^{transactions} with
each other have always been mutual
by agreeably

Jefferson Wilbur
Auctioneer

JUSTUS COOKE.
209-211 EAST 125TH STREET.
NEW YORK.

Sunday
World
Sept-27 E 1896

Auction Sales.

JUSTUS COOKE. AUCTIONEER.

A large collection of VERY FINE Household Furniture, Hangings, Mirrors, Bric-a-Brac, Pianos, Oil Paintings, fine Clock Sets and a general assortment of superior goods, making the finest sale so far this season.

WEDNESDAY, THURSDAY AND FRIDAY,

10 A. M. EACH DAY,

Cooke's Rooms,

125TH ST. AND 3D AVE.

occupying two entire floors of our immense sales-rooms.

RICH PARLOR SUITS IN FINE COVERINGS.

TALL CLOCKS, HANDSOME CLOCK SETS,

CHOICE RUGS, RICH HANGINGS, MIRRORS.

FINE OIL PAINTINGS, UPRIGHT PIANOS.

EXPENSIVE CHAMBER AND DINING SUITS.

and in fact every article required to furnish a refined home, all very desirable and in first-class condition, making a very attractive sale worthy the attention of all wishing first-class goods.

100 EXCELLENT CARPETS.

Moquette, Wilton, Velvet and Brussels, all sizes, from 20 to 50 yards.

CARPETS SOLD WEDNESDAY, 4 O'CLOCK.

N.Y. Sept 27th 1896

To the Mayor. N.Y.C.
Dear Sir

The heading of this
advertisement is to mislead
the public.

Justus Corke. Auctioneer
has been dead two years
and over.

Yours Truly
James Lord
Governor's Club

New York, Sept. 28th, 1896.

To the Honorable,

The Mayor of the City of New York:

My dear Sir:-

I beg to make complaint against Gross & Coon, Auctioneers of the City of New York. At a recent auction held in this City and conducted by them I was compelled to bid up for a mirror from \$3.00 to \$8.50. The only other bidder was one of the Auctioneers Gross, who bought it for \$8.75; after it had been sold to him Auctioneer Coon of the firm, told me that I could have the mirror for \$9.00. I bought it for \$9.00 and paid \$1.00 in addition for expressage, and now the expressman threatens suit against me for the \$1.00.

Gross & Coon have done this repeatedly, and are unfit to be licensed by the Mayor.

Yours respectfully,

Meyer Lehman
205 First Ave
City

New York, Oct 8 1896

To the Honorable Wm L. Strong.

Mayor of the City of New York

Dear Sir

I herewith write you a Complaint to see if I can not get redress for the way I have been treated by Wm a Tobias. Auctioneer I attended a public Auction Sale at 1608 3rd ave and bought a quantity of Goods at said Sale and paid at request of Wm a Tobias. a deposit of \$100 after Mr. Tobias had sold about 1/4 of said Stock he discontinued the Sale. in the afternoon when I called for my Goods, I was informed that Mr Wm a Tobias. had sold the Entire Stock private to a party named Ficken. and had left Word that he would straighten matters with Me. he had resold my Goods on which I had given him a deposit the same day with out even asking my Consent and I have

up to the present day not even got the
return of my Deposit or Satisfactory
Settlement. Trusting you give my Complaint
your attention, so I can get Redress.

I am Respt. Yours.

Mrs. M. Marcus.
155 East 110th St. ^{per S.}

P.S. If you desire I will call to your
Office and make affidavit to the above
statement

Licensed
Burrhead
Oct 10/96

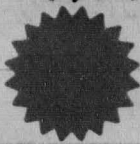
275

I know all men by these presents, that
I, Giuseppe Sesia, residing at 22 Via Garibaldi,
a Notary in the City of Turin and a member
of the Council of the Province of Turin do hereby
solemnly declare that in the record of the Chamber
of Commerce in this City, no trademark of a
firm, called "Fratelli Sola & Co", is entered; I
also declare that no such a firm as "Fratelli
Sola & Co" is registered in the Commercial
Bulletin of the province of Turin, or in the
Business Directory, or in the City Directory, or in
the Police Record of the City of Turin as being
engaged in making Vermouth or in any other
trade; I further declare that a firm, named
"Fratelli Sola & Co" does not exist now, or ever
has existed or has done business within ten or
more years in the City of Turin or in the
Province of Turin.

In witness whereof I have here-
unto set my hand and seal this fifteenth day
of October in the year one thousand eight hundred
and ninety six.

Signed and sealed
in presence of:

Raffaele Ruffo
Raffaele Ruffo

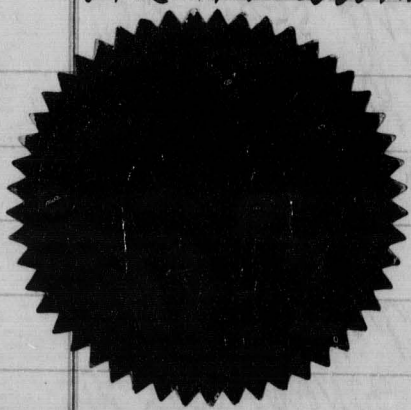
Giuseppe Sesia


Consulate of the
United States,
at Turin, Italy.

On this the fifteenth day of October, in the year one thousand eight hundred and ninety six before me, William E. Mantius, United States Consul at the City of Turin, came Giuseppe Sesia, to me personally known and known to be a Notary residing in the City of Turin, and a member of the Council of the Province of Turin, and after being duly sworn has signed the above affidavit in his own handwriting in the presence of Antonio Bellone and Raffaele Rosso.

In witness whereof I have hereunto subscribed my name and affixed the seal of my office this fifteenth day of October in the year one thousand eight hundred and ninety six.

W. E. Mantius,
United States Consul.



Law Office of

Henry Levy,
#196 East 121st St.,
New York City.



New York, October 14th, 1896

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

Sir:-

After having called on your Mr. Borroughs this A.M. in reference to filing a complaint against one Emil Fischel an auctioneer of the City of New York duly licensed by yourself as to his conduct and action in a certain sale of property in this city. A client of mine by name Frederick L. Crandall residing at Number 116 East 126th St., in the City of New York purchased a horse and wagon from a person by the name of Strauss and at the time of purchase, delivered to said Strauss a chattel mortgage; that before maturity of said chattel mortgage the said Crandall delivered to Mr. Strauss sufficient personal property to cancel the said indebtedness.

Notwithstanding the cancellation of the indebtedness Mr. Strauss proceeded to foreclose said mortgage and sell said property by Emil Fischel, an auctioneer. That the said property was duly advertised in the "World" of October 2nd, 1896 setting forth that the said property would be sold at 10 o'clock in the forenoon of that day at #1874 Park Avenue in the City of New York and that he acted pursuance to an order from the attorney for said mortgagee.

That Mr. Crandall in conjunction with his father ^{and} another citizen who will appear at any time your Honor suggests and two members of our Police Department in this city attended at the place in question for the purpose of the sale; that the friend of said Crandall who will be present when your Honor desires him ready to

purchase the said property for the benefit of the young man, Mr. Crandall, Jr. That no sign of any sale was visible to the naked eye, that no announcement was made of an adjournment of said sale, but that some person unknown to my client entered the stable in question took the horse therefrom and drove away; nothing was heard of said sale or its adjournment until I had sent word to the auctioneer that I was about to make a complaint against him when he produced another advertisement in which he was to sell builders hardware and mechanics tools at Corner of 63rd St. and Second Avenue by order of the mortgagee describing the property that he was to sell on that day in question to-wit, the 3rd day of October 1896 and after describing under the general advertisements hereinfore mentioned to your Honor I will also sell by order of the attorney for mortgagee at 1 o'clock sharp one bay horse wagon and harness, being the same property that was to be sold by virtue of said mortgage on the day previous.

It is evident to my mind the intention of secretly adjourning the sale in question was for the purpose of defrauding this young man Mr. Crandall out of his horse and wagon, which he had justly paid for, and I am satisfied after an investigation by your Honor, that you will find that Mr. Fischel acted in conjunction with the mortgagee for that purpose as the said Strauss is one of those general merchandise brokers purchasing stores and selling its contents at auction, and Mr. Fischel being his auctioneer. We would therefore ask that your Honor give us a hearing that we may be present with our witnesses to satisfy your Honor that this man, Fischel is not one who should sell under your Honors courtesy of being an auctioneer in this city.

Awaiting your reply, I am, Sir,

Yours very respectfully,

Henry Levy



Oct 21/96

Edmund Fischel; The only referee
which he would make was that the
att'y. J. E. Hammenberg, 317 E 65th St
would not let him sell it.

Hammenberg said he postponed the
sale in presence of Crowder's father, &
who was present but intoxicated. &
told Mr. Crowder the night previous to
the sale that if he would pay \$10 this
evening in week he would extend
the mortgage. Mr. Crowder himself
was not there.

Wm. L. Lem Oct. 24/96



MAYOR'S OFFICE

New York,

Nov. 7th, 1896.

M. Loewenstein, representing M. Loewenstein & Son, dry-goods dealers, of 13 and 15 Lispenard Street, consigned \$160. worth of dry-goods, or rather, sold \$160. worth to S. Greenberg, a dry-goods merchant, 120 Ridge Street. M. Loewenstein alleges that Greenberg sold out to Auctioneer Henry Danziger of 363 East 4th Street, his stock of goods, which Danziger removed from Greenberg's store on the morning of November 6th, 1896 between three and four o'clock. M. Loewenstein alleges that he has never received any money for his \$160. worth of goods, and that Greenberg has disappeared.

Sent for Danziger's license Nov. 7th, 1896.

Set down case for hearing for Wednesday November 11th, 1896, at 10 A.M.

Peroked Nov. 11/1896.

Philadelphia, *Sept. 16 1896*

Mr. J. Weiss,

To Campaign Ring Manufacturing Co. Dr.

52 N. Eleventh Street.

F. J. LINGG, Manager.

Following Goods Consigned to be Sold.

*One Gross McKinley Badges.
36 dozen Campaign Rings.*

Telephone call, 1132 Franklin.

J. Weisz,
Auctioneer and Commission Merchant,
104 Walker Street.

New York, Sept 19 1896

I Received the Sample Lot by Express
your Better send a Shipment of it
your Kent know nothing from
the Sample I think the real Sale
Specially the Badges

J Weisz

Philadelphia, Pa., Nov. 21

1896

To the Mayor of New York City.

Honorable Sir -

Knowing that you are making war against "fake" auctioneers of your city, I wish to make complaint against J. Weiss 104 Walker St. On Sept. 16 1906 I consigned to him a lot of campaign goods to be sold for my acc. and although repeatedly demanding a settlement I receive no answer from him. The amount involved is not large but that does not make his action in the matter any more honest. I don't think such frauds should be licensed to do business, as strangers are just as likely to consign goods to these dishonest auctioneers, as to the better class ones.

Very Respectfully,

J. J. Lingg

52 N. 11th St.

Wrote L
J. J. Lingg
Nov 21 1906

Honorable Sir -

In answer to your favor of the 23^d asking more particulars in the case of auctioneer J. Weiss, will say that on Sept. 16/96 I consigned to J. Weiss Forty-Eight dozen assorted campaign Rings and badges to be sold by him for my acc. and return to be made soon as possible as I had a large quantity which I would consign to him, if the price realized on first shipment was satisfactory. I enclose you his answer at that time soliciting me to send the large lot on. I did not like the tone of his letter and told him to sell the small lot and make return soon as possible.

Not hearing from him one month later, I got a friend who was going to New York, to stop in and demand a settlement. Mr Weiss told him only a part were sold and that he would send me a settlement, which he did not do. After the election I wrote for an immediate settlement to be made and have received no answer.

Now as I said in my previous letter, the amount involved is not large (the total cost of the goods to me being Twenty dollars), but had I sent him the large lot amounting to upwards of Two hundred dollars, I presume he would have acted the same, and it is for that reason I addressed you. If Mr. Weiss does an honest auction and commission business he would certainly at least render me some account of what he has done with my goods. I thank you very much for your interest in the matter. Very Respectfully J. J. Lingo

Sent for Hays
Comm. 10 30 am
to March 27/96

Very much delayed
& explained

Amount paid - 2.76
Complement for med which
was forwarded same day
Mar 28/96
later.
3.1.3

SAMUIL GOLDBERG,

—WHOLESALE DEALER IN—

Embroidery Laces & Pearl Buttons

Received from Auction Daily.

ALSO MANUFACTURER AGENT OF

HOSIERY AND UNDERWEAR,

105 *blm*

~~113~~ Canal Street,

Bet. Forsyth & Chrystie Sts.,

NEW YORK.

H. Mackintosh

S. Hyman

176 Canal

S. Hyman

83 Th Str

Jackel

CITY OF NEW YORK.
OFFICE OF THE MAYOR.

November 30th, 1896.

Complaint was this day lodged with the Mayor by Samuël Goldberg, wholesale dealer in embroidery, laces, buttons &c., at No. 105 Elm St., that S. Heyman, Auctioneer ^{of 176 Canal St.} had been instrumental in defrauding him out of \$47. He alleged that he had sold this bill of goods to H. Macher & Co., No. 1448 First Avenue, about eight days before, and that through the influence of the Auctioneer, Heyman, Macher & Co. were persuaded to sell out and did sell out their stock to Heyman; that Macher & Co. packed up their personal effects Sunday night, the 29th of November, and left early Monday morning; that Heyman was then, (at the time of making the complaint) selling the stock of Macher & Co. at auction; that several other creditors besides himself were being defrauded.

An Officer was immediately sent to No. 1448 First Avenue and the sale stopped, all but fifty out of three hundred lots having been sold when the Officer stopped the sale. Hearing set down for 10 o'clock A.M.,

December 1st. Counsel for Goldberg Henry Shugelman 137 Nassau St. Hearing adjourned at latter's request to Thursday, Dec. 3, '96 at 11 am.

Licence revoked after hearing
Dec 3, 1896

.. STATEMENT ..

NEW YORK, *Dec 1* 189*6*

M. N. Wacker Esq.

To *A. L. Weill.* Dr.

.. Importer of Handkerchiefs, ..

42 WALKER STREET.

Nov 16

\$ 0 3

CROSSMAN & VORHAUS,
ATTORNEYS AND COUNSELLORS AT LAW,
63 PARK ROW,
(WORLD BUILDING.) TELEPHONE 3881 CORTLANDT.

NEW YORK, November 18, 1896.

Hon. William L. Strong, Mayor,
New York City, N. Y.

Dear Sir:--

I beg leave to notify you that William J. Northrup, a licensed auctioneer of this city, has failed to account to me for about One thousand dollars, balance of a sum collected by him as auctioneer for sales made by him at my request. The circumstances are as follows:

Last Spring I was designated the assignee for the benefit of the creditors of Francis S. Riesenbergh who owned a lumber yard at Woodlawn, this city. Being required by law to dispose of the assets of the assignor as speedily as possible, I engaged Mr. Northrup, a licensed auctioneer, to sell the lumber at auction. The sale was had last July, and the total amount of money realized at that sale was about Three thousand dollars. The auctioneer has paid over all except about One thousand three hundred dollars, and as the expenses of the sale were about Two or Three hundred dollars, he has failed to account for over One thousand dollars. When I demanded payment of all the moneys so collected by the auctioneer, less his commission and expenses, he informed me that he had used about One thousand dollars of the money in a private transaction of his own, but expected to be reimbursed in a few days when he would pay me. Since then he has from time to time made all manner of excuses for failing to pay the balance, and finally promised that if I would wait until after election, he would make this sum good. He has, however, not kept his promise.

I have written him several times informing him of the dangerous situation he has placed himself in, but he seems to pay no

CROSSMAN & VORHAUS,
ATTORNEYS AND COUNSELLORS AT LAW,
63 PARK ROW,
(WORLD BUILDING.) TELEPHONE 3881 CORTLANDT.

NEW YORK, 189

attention to my requests. Under the circumstances, I feel myself called upon to make this complaint to you, by virtue of whose authority he is permitted to conduct his business as auctioneer. As I am compelled to account to the Court for the proceeds of the sale, you will readily understand the necessity of compelling Mr. Northrup to make payment to me as speedily as possible, or else make satisfactory explanation of his conduct.

I hope you will give this matter your attention, and remain,

Very truly yours,

(Dictated)

Louis Vorhaus

Mr. Northrup called Nov 20/96
I explained that he ~~had~~
consented to take charge of
the delivery of the goods after
the sale for extra compensation
which the assignee consented
to give; that upon ^{coming to} delivery
goods they were found to be short,
so that he now refuses to
take them till he

Crossman reported
Nov 30/896 that Wetham
called & offered to give them
a full set of (5)
trucks & settlement which
they refused; since then have
heard nothing from him.
Wrote H. J. Nov 30/896
asking him what he intended
to do.

Write H. J. to come down

INSPECTION.
STORAGE.
TRUCKING.
RE-SAWING.
COMMISSION.
INSPECTORS
SUPPLIED.

WM. J. NORTHRUP,
(TRUSTEE.)
LUMBER,
WHOLESALE AND RETAIL.

YARDS:
103, 105, 107 & 109 11TH AVENUE.
326, 328, 330 & 332 13TH AVENUE.
671, 673, 675 & 677 WEST 19TH ST.
507, 509, 517 & 519 WEST 21ST ST.
MAIN OFFICE:
507 WEST 21ST ST., NEW YORK.

Mr. B. L. Burrows

December 2nd, 1896.

Confidential Clerk, Mayors Office.

Dear sir; The "Auction Sale"

in question on August 6th, for L. J. Vorhaus Assignee, was done according to contract in presence of witness.

Mr. Vorhaus, is endeavoring connect a contract made after the sale with with the contract made before the sale, upon his own proposition in the presence of witness I settled with him on November 25th, 1896.

Yours very respectfully

W. J. Northrup

1896

~~mem~~

(2)

CITY OF NEW YORK.
OFFICE OF THE MAYOR.

Now he wants to charge
her Commission on the
things she bought & sell
and the Commission for
selling them over again!

Dec 3

FLOYD GRANT,
AUCTIONEER.
THIS DAY, 11 O'CLOCK
WILL SELL THE ENTIRE
FURNITURE, UPRIGHT PIANO,
BEDDING, BEDS, CARPETS, HAIR MATTRESSES,
BEDDING, CROCKERY, GLASSWARE, SILVER
PLATED WARE, &c.,
CONTAINED IN RESIDENCE
210 11th St.
AUCTIONEER'S OFFICE JUNCTION
ROADWAY, 4TH AND 7TH AVE.

Wm Grant Dec 10 1896
Sending note by complainant
she to report failure to get
satisfaction. She did not return

~~known~~

(2)

CITY OF NEW YORK.
OFFICE OF THE MAYOR.

Now he wants to charge
her Commission in the
things he bought & sold
and the Commission for
selling them over again!

Dec 3

FLOYD GRANT,
AUCTIONEER.
THIS DAY, 11 O'CLOCK,
WILL SELL THE ENTIRE
FURNITURE UPRIGHT PIANO,
FOLDING BEDS, CARPETS, HAIR MATTRESSES,
BEDDING, CROCKERY, GLASSWARE, SILVER
PLATED WARE, &c.,
CONTAINED IN RESIDENCE
210 1st ST.
AUCTIONEER'S OFFICE JUNCTION
BROADWAY, 4TH AND 7TH AVE.

Wm Grant Dec 10 1896.
Sending note by complainant
she to report failure to get
satisfaction. She did not return

OFFICE OF . . .

WM. A. TOBIAS,
GENERAL MERCHANDISE BROKER,
206 East 85th Street,

New York, Oct 17th 1896

Mr. J. Hedges:-

Dear Sir:-

There has a false charges been trumped up against me at the Mayor's Office, by a woman whom bought goods on May 29/96 at a grocery sale, & never sold her goods, just imagine 6 months ago & the Mayor revoked my license, without even given me a chance to be heard, even if I am given a hearing, & the Mayor finds me guilty, I am perfectly willing that he should revoke my licenses, all I want is a hearing to vindicate myself. I am a cousin of Ralph Tobias who is a friend of yours, & would like you to get me a hearing before his Honor Mayor Strong.

OFFICE OF . . .

WM. A. TOBIAS,
GENERAL MERCHANDISE BROKER,
206 East 85th Street,

New York, Oct 189

#2

The auctioneers have organized
this week, & with clerks bookkeepers
amount to 800 good republicans
& are all anxiously awaiting
the developments of my case.
give this your kind attention.
& oblige

Yours respy
Wm A. Tobias

206 East 85th
City

Formerly Auctioneer

New York, Oct 20

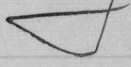
1896

Hon Mayor Stroug:—

You revoked my license without warning me that there are any complaints against me. I'm a married man with children & my only means of support was as an auctioneer, & the newspaper notoriety I received last week has damaged my reputation to such an extent that I can't get a position anywhere, as where ever I apply I'm branded as a scoundrel, of which I know that if I am given a hearing or a trial, that I can readily vindicate myself. if you find me guilty, I'm perfectly willing to resign, as I don't think that I


New York, 189

~~#2~~

I've been treated with fairness.
my brother has been an auctioneer
until recently, & I think you have
me somewhat mixed with him, a
fair trial is all I ask, & If I am
found guilty I'm perfectly willing
to suffer the consequence. 

Yours respy
Wm A Tobias

206 East 85

City


Dec 13/1896
To Hon W. L. Strong:-
Dear Sir:-

Should you kindly oblige
me with an audience for a
few minutes, I've called several
times & you were busily engaged.
its in reference to my husband's
auctioneer's license, he has lost
everything he possessed, &
worse of all cannot get a
position to support myself &
family, on account of the
disgrace, brought upon the
family, by the reports of the

newspapers, that he had
swindled a woman out of a
dollar, during an auction sale
which can hardly be believed,
as I don't think he would be
guilty of a such matter, as he
wouldn't endanger his living.
if you would, only grant him
his license again, so as he
can make a living for his
family again, you would
be in a favor on his wife
& family. & oblige

Mr. Tobias

130 East 96th



COURT OF GENERAL SESSIONS OF THE PEACE.

CITY AND COUNTY OF NEW YORK.

October 9th 1896

Presentment

I **Certify** that the annexed is a copy of *a* certain ~~affidavits~~ *Presentment* now on File in the Clerk's Office, and that the same has been compared by me with the original, and is a correct transcript therefrom, and of the whole of said original

John T. Carr
Clerk of Court.

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

19

THE GRAND JURY OF THE CITY AND COUNTY OF NEW YORK,
for the SEPTEMBER TERM, for the year 1896, respectfully
present to the Court, as follows:

THE attention of the Grand Jury has been called
to the fact that the Laws regulating public auctions of
personal property are systematically and grossly evaded
and violated in this City. Evidence supporting this said
fact has been laid before the Grand Jury and in several
instances this evidence has been sufficient, in the judg-
ment of the Grand Jury, to warrant Indictments against
the offending parties and such Indictments have been found.

The testimony presented to the Grand Jury showed
that frauds of the grossest character are systematically
practiced at so-called auctions in this City.

Among the various fraudulent devices practiced by
these auctioneers who offend against the law, may be men-
tioned;

The practice of procuring false, fictitious and
fraudulent bids from "Puffers" or "By Bidders" who regular-
ly attend these auctions in the interest, and in the pay of
the auctioneer for the purpose of making such fraudulent
and fictitious bids against bona fide bidders in order to
advance the price of the article offered at the auction.

(2)

A similar practice resulting in the same effect obtains at these auctions by which the auctioneer, while pretending to sell his goods at public auction to the highest bidder without reserve, really maintains what may be called a reserve price, arbitrarily fixed by himself, below which he will not sell goods to bidders. Unless this price is reached by bidders, the auctioneer himself announces a fictitious bid and knocks down the goods to a fictitious buyer, while actually retaining the goods himself.

Where this practice prevails, the genuine bona fide bidders lose the benefit of their lawful rights for the article offered to the highest bona fide bidder and the so-called auction ceases to be an auction in reality.

In addition to this practice, evidence has also been adduced before the Grand Jury showing that in at least one instance it was the custom of a public auctioneer to keep in stock an article of high grade and quality which he pretended to put up for sale from day to day, while furnishing to those persons making the highest bids a similar article of inferior quality.

It appears also that the grossest misrepresentations as to the quality and value of the article put up at these so-called auctions are constantly made by the auctioneer with a view to deceiving and defrauding the bidders at the sale, and that too in the face of the express provisions of law making such representations a crime.

(3)

From these corrupt and fraudulent practices on the part of public auctioneers it follows that the public is deceived and the laws upon our statute books regulating the conduct of such auctions are habitually disregarded violated and defied. Public auctions of goods have always been considered fit subjects for the most rigid legislative regulation and executive supervision for the protection of the public and it is on account of this fact that the Grand Jury has deemed it to be its duty to call the attention of the court to these abuses now prevailing in this City.

In the opinion of the Grand Jury, the public interests require that those authorities who have charge of the granting and renewal of auctioneer's licenses should exercise their functions with the utmost care and with a most rigid supervision of the methods followed by the licenses. In addition to this remedy it is also respectfully suggested that the police authorities should give especial attention to these auctions with a view to a strict enforcement of the penal laws providing for the punishment of persons offending against the statutes by which public auctions of goods are regulated.

THE GRAND JURY respectfully presents these considerations to the Court with the request that the attention of the proper authorities be called to the matters stated herein.

New York, October 2nd, 1896. Joseph J. Kittle,
Foreman.

Secretary,

H. T. Carey.

THE PEOPLE OF THE STATE OF
NEW YORK

against

JOHN R. FELLOWS,

DISTRICT ATTORNEY,

No. 32 CHAMBERS ST.,

NEW YORK CITY.

Presentment

of the

Grand Jury

September Term

1896

19

(20)

New York, December 24th, 1896.

To the Honorable William L. Strong,

Mayor of the City of New York.

Dear Sir:-

The undersigned, who are engaged in business as wholesale auctioneers, are deeply impressed with the injury done to the public and to all honest auctioneers, by the prevalence of fraudulent practices at certain auction sales in this City.

The existence of these practices to a very wide extent, is not only matter of common rumor, but was made the subject of special consideration by the Grand Jury of this County at the September term; which consideration resulted in a presentment, in which the grand jury directed attention to the existence of those practices and called upon the officers of the law to enforce the statutory penal provisions against those carrying on such practices.

The presentment showed that these practices fall generally into three classes:

1st. Fraudulent representations as to the value, character and quality of the articles put up for sale at auction.

2nd. Fictitious sales, by which the bona fide bidder is deprived of his right to the articles by a fictitious bid by a puffer or capper employed to bid in articles offered for sale, unless they reach a price secretly fixed by the auctioneer.

3rd. The employment of puffers or mock bidders to run up the price against the bona fide bidder, so as to force him to higher bids for articles to which he is legally entitled at lower bids.

Such practices have been denounced as grossly fraudulent by the courts. The Supreme Court of the United States in *Veazie v. Williams*, 8 How. U. S. 133, says:

"By-bidding or puffing by the owner, or caused by the owner, or ratified by him, has often been held to be a fraud, and avoids the sale. x x x The by-bidding deceives, and involves a falsehood, and is, therefore bad. It violates too, a leading condition of the contract of sales at auction, which is that the article shall be knocked off to the highest real bidder, without puffing. (2 Kent's Com. 538, 539). It does not answer to apologize and say that by-bidding is common. For, observed Lord Mansfield, 'Gaming, stock jobbing, and swindling are frequent. But the law forbids them all' (Cowp. 397) In *Bexwell v. Christie* (Cowp. 396) the pole-star on this whole subject, it is said: 'The basis of all dealings ought to be good faith. So more especially in these transactions, where the public are brought together in a confidence that the articles set up for sale will be disposed of to the highest real bidder. x x x Nor does it lessen the injury or the fraud if the by-bidding be by the auctioneer himself. He being agent of the owner, is equally with him forbidden by sound principle to conduct clandestinely and falsely on this subject (Cowp. 397) All should be fair --- above board. Indeed in point of principle, any fraud by auctioneers is more dangerous than by owners themselves. The sales through the former extend to many millions annually, and are distributed over the whole country, and the acts accompanying them are more confided in as honest and true, than acts or statements made by owners themselves in their own behalf and to advance their own interests. Great care is therefore proper to preserve them unsullied, and to discourage and

repress the smallest deviations in them from rectitude."

It is unnecessary for us to enlarge upon the fraud
thus perpetrated upon the public, or to emphasize the
injury done to honest auctioneers, by the continuance
of these fraudulent practices at auction sales.

We are advised that the law provides severe penalties for those guilty of these practices, and that the power is vested in your hands to revoke the licenses of all auctioneers whom you may deem justly open to criticism in the methods pursued by them in conducting their sales.

The recent conviction in the Court of General Sessions of persons engaged in the retail auction business - the one for having, while acting as auctioneer, made a fictitious sale of an article; and the other, a puffer employed by the auctioneer, for having made a fictitious purchase at such a sale-- and the statement made in their confession, as to the wide extent to which others are engaged in similar transactions in this City, can leave no doubt but that the evil to which we call your attention, is one which should demand your serious consideration as the head of our municipal government.

Supervision over auction sales is by law, specially committed to your charge, and the interests of honest auctioneers and merchants in this City, as well as the public at large, demand that a special effort should be made to crush out the fraudulent practices at auction sales.

We therefore respectfully request that you will

use all the authority vested in you, and all your influence with other departments of the City and County government, to suppress fraudulent practices at auction sales.

Charles Loub

12 Murray St

Field Chapman & Son

80/82 Leonard St.

William W. Brown, Mitchell

64 & 66 White St.

Brown & Seccomb

25 State St

MONTGOMERY AUCTION & COMMISSION CO.

Frank S. Thomas Pres

Underhill & Seudley

7, 9 & 11 Greene St

Burroughs

To the - - -

HON. WILLIAM L. STRONG, .

Mayor of the City of New York.

----- oOo -----

Dec. 14

1896

20

DELETED

New York,
Dec. 29/96.

Mayor Strong,
Your Honor.

Having occasion to attend an auction sale, on the 14th inst: I desire to call your attention, to the treatment, I have received at the hands of Woodrow & Lewis, Auctioneers:

A sale has taken place on the date, mentioned, above at Hudson R.R.R. Stores. Among other goods, which I bought, there was a case, marked "notions" lot 39, after it was knocked down to me, some of the people, at the sale called my attention to this case, and showed me, that it merely contained waste paper, and after putting my hand in, found nothing but paper. I called the Auctioneers attention to it, and told him I wanted my money back, or put the case up again under its proper name. After a long dispute, he declined to do: and besides threatened to have me put out of the rooms. Then finally sent down for an officer, who had his post, corner Page & Hudson Sts. and after the officer answered to the call, the Auctioneer, told him, that the matter was all settled.

At the same sale, I gave the highest bid on "lot 38", which was $\frac{1}{2}$ vol. of wine, and which was knocked down, to a man presumably his friend who stopped bidding at \$1.50, against my prompt protest, but no attention was paid to me, what so ever, and continued the sale: after losing much time, in attending the sale, I left it much disgusted.

On 28 inst: I attended a sale,

of the same firm again; at 179 Hooster St. after
waiting about three hours, till I seen my chance
of my intended purchase, I put in my first bid,
and he recognized me, at once, and called out
I will not accept your bid;

By calling your attention, this matter
I think I have done, my duty, as a citizen,

I am Respectfully Yours,

Jas. Rowy:
#225 Willis Ave.
City:

Dear Sir I am directed by the
Mayor to request you to send a
report of this letter to him at
once.

Yours

John L. Burrows
C.C.

E. L. Lewis
Auctioneer
94 Pearl St.

December 29th, 1896.

Mr. Swayne, representing Swayne & Swayne, attorneys for Ashton M. Boney, complains against Auctioneer Eugene Dreyfus of 349 East 77th street, this city. Boney consigned a stock of drugs in drug store in Brooklyn to Dreyfus for sale at auction. Sale took place on premises. Certain lots were sold to a man named Rockey. It appears that the items sold to Rockey are entered in the book at less amounts than the goods brought at the sale, as shown by the bill presented to Rockey and the check to D. Rosenthal from Rockey in payment for the goods. Dreyfus and Company settled with Boney the owner of the store, in accordance with the book. This book is in the possession of complainant; also check to Rosenthal from Rockey; also itemized auctioneer's book in which each item is entered as sold and the amount for which it is sold.

It appears that other buyers were treated in the same manner as complainant; in that they paid more to the Auctioneer than the Auctioneer gave to the owner of the goods. Complainant also alleges that contrary to law, many articles were knocked down to the first bidders, the object being, it is alleged, to curry favor with certain people in the drug trade.

Hearing set down for Monday, January 4, 1897, at 10:30 a. m. Notice to this effect sent to Swayne & Swayne and to Eugene Dreyfus.

Learn resolved Jan 4 1897

Ashton M Boney
vs.

Auctioneer

E. Dreyfus

For the Goods. Dreyfus and Company self ed with Boney
to Rocky and the check to D. Rosenfeld from Rocky in pay-
the goods at the sale, as shown by the bill presented
to Rocky are entered in the book at less amounts than
were sold to a man named Rocky. It appears that the items
at auction. Sale took place on premises. Certain lots
stock of goods in drug store in Brooklyn to Dreyfus for sale
for \$340.00. Boney self, this bill. Boney considered a

TOPLITZ BROS.,

COMMISSION MERCHANTS,

HATS, CAPS AND STRAW GOODS,

117 BLEECKER STREET,

New York, Dec 30 1896

To his honor
The Mayor,
Dear Sir,

A man by the name of
Hy. Kahn who until last Saturday did
business at 394 Central Ave Jersey City bought
from my firm between Oct. 6, and Nov. 16, 96
hats worth \$84⁵⁰ - no part of which he paid
except \$1⁰⁰. These goods were in his possession
up to last Saturday on which day they were
sent by him along with the balance of his stock
to the Auction room of A. Newman
27 Espinard St. where they are at present
and upon inquiry at Newman's it was stated
to me that the goods were sent to his place
by a Mr S. Hess, for sale at auction under

TOPLITZ BROS.,

COMMISSION MERCHANTS,

HATS, CAPS AND STRAW GOODS,

117 BLEECKER STREET,

New York, 189

consignment which statement I believe to be
sintreue and for the purpose of finding out if
said goods still belong to Kahn I asked Newman
to give me particulars which he refused to do
and I would respectfully ask your Honor
to help me in investigating the bona fides
of the alleged sale as I am unable to
meet the legal expense for so doing.

Trusting that I may be granted this
favor. I am,

with utraost respect

Theo. Toplitz

Auctioneer at having had
Jany 6/1897 agreed to had
good to give Toplitz an
opportunity to explain.

1896

S. Firuski & Son.
General Auctioneers.

70 and 72 Bowery.

New York.

Dec 30 1896

My Dear Burrows.

*If the party you mention is
the one I ~~heard~~ an officer put out today - all I can
say to you is - that his going down to you beats any-
thing I ever heard of - he has done time I believe
and is a pretty tough citizen - my reason for having him
put out was on account of his disturbing my sale -
by deliberately offering goods for sale in my sales-room -
he and others have done it repeatedly and I have de-
termined to stop it - as it is injurious to my interests - and
disturbs the sale - I shall press the charges next time
and make an example of him - we let up on him to-
day - I can't get over his nerve -*

Yours to Louis F. Firuski



CITY OF NEW YORK.
OFFICE OF THE MAYOR.

December 31st, 1896.

I Lippman Tannenbaum of L. Tannenbaum & Company, Jewelers,, 52 Nassau street, corner of Maiden Lane, complains of Auctioneer Frank E. Gore. About two months since Tannenbaum & Company sold jewelry, etc., to Frank Kaufmann, 125th street near Seventh avenue, to the amount of about Seven hundred (\$700.) dollars. It seems that the understanding was that Kaufmann was to make good for the jewelry immediately after the holidays. Complainant alleges that Kaufmann mortgaged his whole stock, amounting to Six thousand dollars or thereabouts worth of goods, to his brother with intent to defraud creditors. In this morning's Advertiser, as per clipping attached, Auctioneer Gore advertised the sale of these goods by order of Louis Leubuscher, mortgagee. The whole stock was sold inside of ten minutes to the mortgagee without regard to value. Complainant accuses the auctioneer of complicity in the fraud.

Burrows



CITY OF NEW YORK.
OFFICE OF THE MAYOR.

Hearing set down for Monday, January 4th,
1897, at eleven¹⁵ o'clock a.m.

Mortgage Auction
Dec. 31 1896.

MORTGAGE SALE—Frank E. Gore, auctioneer, sells this day at 9 A. M., No. 203 W. 125th st., the entire furniture, fixtures and stock in trade of jewelry store, consisting of show cases, counters, clocks, safe, jewelry, etc.
LOUIS LEUBUSCHER, Attorney for Mortgagee.

Burrows



CITY OF NEW YORK.
OFFICE OF THE MAYOR.

Hearing set down for Monday, January 4th,
1897, at eleven³⁰ o'clock a.m.

Mortgage Auction
Dec. 31, 1896.

MORTGAGE SALE—Frank E. Gore, auctioneer, sells
this day at 9 A. M., No. 203 W. 125th st., the
entire furniture, fixtures and stock in trade of
jewelry store, consisting of show cases, counters,
clocks, safe, jewelry, etc.
LOUIS LEUBUSCHER, Attorney for Mortgagee.

Woodrow & Lewis,

Auctioneers,

No. 94 Pearl Street

near Hanover Square,

*Edward L. Lewis,
F. Walker.*

*Telephone Call
"747 Broad"*

New York

Jany. 4th 1897

Hon. W. L. Strong,

Mayor of New York City.

Dear Sir : -

I am in receipt of your favor asking me to send a report to you regarding a letter sent to you by James Lowy, which letter I return to you herewith.

I conducted a sale on Dec. 21st--not Dec. 14th as this man states--at the Hudson River Stores, which sale this man attended. I enclose you herewith a catalogue of the sale for your better understanding. Lowy bid \$2.75 on lot 53, which was described as a box of notions, and was knocked down to him at that price. A few minutes afterwards he pretended to have examined it and claimed it was not as described in the catalogue, and demanded his money back.

Woodrow & Lewis,

Auctioneers,

No. 94 Pearl Street

near Hanover Square,

*Edward L. Lewis.
F. Walker.*

*Telephone Call
"747 Broad"*

New York _____ *189*—

Hon. W. L. Strong (2)

This was refused, but he was told by myself and others to wait until after the sale was over and any cause he had for complaint would be listened to and adjusted. This, however, did not satisfy him, for he acted like a wild man, and you would have thought he invested thousands and lost instead of a matter involving but \$2.75. Finally he became so vile, abusive and boisterous that an officer was sent for to remove him from the place as he was obstructing the sale. Before the officer arrived some one had opened the package and discovered he had made a good purchase, and he then slunk away. The next day, Dec. 22nd, he paid for his purchases, \$7.50 in all, and removed the goods. Having had no complaint from him since it is fair to assume

Woodrow & Lewis,

Auctioneers,

No. 94 Pearl Street

near Hanover Square,

Edward L. Lewis.
F. Walker.

Telephone Call
"747 Broad"

New York _____ *189*—

Hon. W. L. Strong (3)

that he received his moneys worth.

Regarding his claim that he was the highest bidder at \$1.50 for lot 28 on the same catalogue, he simply states an untruth as that lot sold for \$2, to a man giving the name "J. M.," a total stranger to me.

This same Lowy appeared at a sale I was conducting On Dec. 28th and made a bid. He was told his bid would not be accepted, that we wanted no business with him whatever, as we did not want a repetition of the same disgraceful scenes that happened at the sale of the 21st.

Respectfully yours,

Edward L. Lewis

New York. Jan 6/97

Hon. Mayor. Strong

I have attend an
Public Auction at 2081-2nd Ave
in a Barber Shop. which I have
attend and wasted all day to
buy some articles and the
owner bought them in again
when he found out he did
not get the value for them
Mr. Weissbaum has done this
several times before. and I
did not say nothing but I
think anyone that attends
auction sales has no right
to be faked as he is doing
right along. Hoping you will
see to this I remain yours.

Joe. Simon
240 E 109th

WAYLAND E. BENJAMIN,

COUNSELLOR AT LAW,

No. 150 Nassau St.

Telephone, 1235 Cortlandt.

Harlem Office:

No. 2293 Third Avenue, cor. 125th St.

Telephone, 337 Harlem.

Special Hours:

8.30 to 10 A. M. and 5 to 6 P. M.

vs.

NEW YORK, Dec. 24, 1896.

Messrs. James R. Keane & Co.,
1353 3rd Ave., City.

Gentlemen:-

I shall be surprised to learn that you authorized your representative, Mr. O'Connor, to threaten Mrs. Cooke with a complaint to the Mayor based upon your claim to a mortgage upon some furniture sold to one Wilson. While that threat stands no negotiations for a settlement of your alleged claim can be entertained. As you are perfectly well aware Mrs. Cooke is amply responsible for any legal claim you have - she owns the building, which is worth over \$100,000 where she conducts the storage and auction business which was formerly and for many years carried on by her late husband Justus Cooke, enjoying a reputation second to none in the City. No complaints have ever been made during these many years against this house, and you must know that you have not the slightest basis whatever for a threat to get the license revoked. Mrs. Cooke has acted in perfect good faith throughout; the goods you claim were not received from any person by the name of Wilson, and careful inquiry failed to disclose any mortgage upon them. And your mortgage was not filed as required by law when the goods were sold, but 19 days after. If your threat is withdrawn the claim may be settled to avoid suit, but settlement is out of the question while that stands.

Yours &c.

W. E. Benjamin.

JAMES R. KEANE & CO.,
Manufacturers of and Dealers in
Furniture, Carpets, Oil Cloths, Etc.
1351 & 1353 THIRD AVENUE,

(Dictated.)

NEW YORK, Jan. 11th. 1897

Hon. William L. Strong.,
Mayor.

Dear Sir:-

We beg to bring your attention to a violation of the privileges of an auctioneer in interfering with and disposing of property belonging to us. In last October we sold some furniture to one George Wilson, and received thereon a chattel mortgage which was filed. Wilson sent the property, - perhaps sold it, - to Mrs. Justus Cooke, at 125th. Street and Third Avenue. While the property was in her possession we gave her personal notice of our claim and identified part of the property. In the face of this she has disposed of the property and refuses to pay us for it. Wilson is not to be found. We think the auctioneer who acts for Mrs. Cooke is Jefferson Wilmurt.

We desire to enter formal complaint in the matter that investigation may be made of methods which hardly seem consistent in those receiving special privileges through auction license.

Very respectfully,

James R. Keane & Co.
J.R.

J. R. Keane & Co.

vs.
Justus Cooke.

WAYLAND E. BENJAMIN,

COUNSELLOR AT LAW,

No. 150 Nassau St.

Telephone, 1235 Cortlandt.

Harlem Office:

No. 2293 Third Avenue, cor. 125th St.

Telephone, 337 Harlem.

Special Hours:

8.30 to 10 A. M. and 5 to 6 P. M.

NEW YORK, Jan. 13, 1897.

Hon. William L. Strong,
Mayor.

Dear Sir:-

Replying to the letter of Mr. Burrows, your confidential clerk. If Messrs. James R. Keane & Co., whom I suppose are the complainants in the matter referred to therein, have any claim against Mrs. Cooke, I see no reason why they should attempt to collect it by filing a complaint with you instead of resorting to the Courts. Their agent, at the very start, announced his intention to lodge a complaint, as he has done, and to endeavor to have the license of the Auctioneer revoked, declaring that there would be no suit in the matter. As Mrs. Cooke acted in perfect good faith in buying the property in question, not from George Wilson, the person from whom Keane & Co. claim to hold a mortgage upon the property, but from a Mrs. Freeman, first requiring the production of receipts of Keane & Co. by Mrs. Freeman showing that she had paid for the goods Mrs. Cooke bought, and as furthermore the Mortgage produced by Keane & Co. was not filed, as required by law, immediately upon its execution, but, as they claim, three weeks later, I advised Mrs. Cooke not to accede to the demand of Keane & Co., but to let the matter be settled in Court. They demanded the full amount of \$49.30, which they claim was the balance due upon their mortgage.

WAYLAND E. BENJAMIN,

COUNSELLOR AT LAW,

No. 150 Nassau St.

Telephone, 1235 Cortlandt.

Harlem Office:

No. 2293 Third Avenue, cor. 125th St.

Telephone, 337 Harlem.

Special Hours:

8.30 to 10 A. M. and 5 to 6 P. M.

2/5.

NEW YORK, _____

(2)

The amount which was realized upon the sale of the same goods at public auction - the same means by which Keane & Co. would have been compelled to foreclose their mortgage - was \$29.90. The latter amount Mrs. Cooke would have been willing to pay in settlement in order to avoid suit and stand the loss, but Keane & Co. refused to accept anything less than the balance of \$49.30 claimed to be due upon their mortgage. That is all there is to this matter, and I respectfully submit that there is nothing whatever in the circumstances that would call for any action on your part affecting the Auctioneer's license. There are a very large number of people bringing goods to Mrs. Cooke to be sold every month, and of course it is impossible for her to avoid, now and then, receiving goods for sale from people who are not the owners, or who have given mortgages upon the property which have not been paid, and when she sells the property of others without their authority she is responsible for the loss, and when the claimant's right is established in the proper way the claim will be paid without question. If you desire any further information about this matter I am at your service.

~~Yours very respectfully,~~

~~P.S.~~ I enclose copy of a letter which I mailed to Keane & Co.

*Yours Very Respectfully
W. E. Benjamin, Att'y for Mrs. Cooke.*

J H Campbell
28/2/11
Auctioneer

Compliment entered
by Michael
Cunningham
mm 707
Columbus. Ar.

Shon J m d r t h
Recd Dec 20/96
A 5 . + + coming
from 18 - \$10.

J. H. Campbell.
28/2 1811
Auctioneer

Complaint entered
by Michael
Cunningham
murder of 707
Columbus St.

Shon J. Anderson
Recd Dec 20/96
A 5. + 7 aming
from 18 - \$10.

Edward H. Healy.

MAYOR'S MARSHAL,
ROOM 1, CITY HALL.

Ans

CITY OF NEW YORK.
OFFICE OF THE MAYOR.

Jan 18/97

Geo. C. Rynd, 2604 - 8th St.
& Auctioneer Campbell
appeared Jan 19/1897. Auct.
Advised any further connection will
make them any way out sale
under mortgage. Rynd seems is willing
to be square about his willing to
return from if it is not his
through bill of sale. Mot. Cunningham 19/97

Cum gratia
M. J. Campbell
Auctum Campbell

OFFICE OF
MAURICE H. GOTLIEB,
COUNSELOR AT LAW,
70 ESSEX STREET,

New York, Jan^y. 19th 1897

Hon. W. L. Strong
Mayor

Dear Sir:

There is an
auctioneer by the name
of Geo. P. Garland in this
City whose methods
ought to be investigated.
People who send their
goods to his place to
be auctioned are ad-
vised to sell them to
him by private sale,
& they generally sub-
mit to his arguments.
He then sells them at

OFFICE OF
MAURICE H. GOTLIEB,
COUNSELOR AT LAW,
70 ESSEX STREET,

New York,

189

action & speaks to the
proceeds. These people
there are Galland, get
judgment and can
collect a penny, he
(Galland) saying that his
wife is the owner of
the business. This com-
plaint is not sent to you
in order that by your
action we may possibly
collect our judgment
but in order that you
may summon him be-
fore you & determine
for yourself whether

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70 ESSEX STREET,

New York,

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a man who resorts to
such practices ought
to have a license to
continue them.

Apologizing for troubling
you in the matter
I am

Very Respectfully,
M. H. Gottlieb.