

ESTABLISHED 1876.

MENDEL BROS.,

Fine · Shirt · Makers,

242 and 242½ Grand Street.

TELEPHONE 1363 SPRING

NEW YORK,

Aug 4th 1897.

Hon Wm L. Strong

Mayor City of New York

Dear Sir

On July 17th we cashed for G. L. Lowenthal a "City Marshall" a cheque for 26.⁰⁰, & same was returned to us by the Bank marked N. G. since then we have repeatedly endeavored to have Mr Lowenthal call here & make the Cheque good, but have failed to do so, he not even as much as calling, & offering any explanation.

Now as the "Marshalls" are trusted City Employees, & would

positions of Trust & Responsibility,
we thought your attention
should be called to these
facts; and possibly some
redress might be had by
us. If we have erred
in making this complaint
to you, we kindly asked
to be excused.

Very Respy Yours
Wendell Bron.

New York August 9, 1897.

Flon;

William L. Strong Mayor
Dear Sir;

I had occasion lately to have business in several of the district courts which to call your attention to the following marshals
1st district Marshall Madigan moved with his Family to Buffalo and left his desk in charge in two young boys.

3rd district Marshal Maas has five men to use his name for which he gets a weekly compensation
5th district is the worst district in the lot, the business is carried on there in the following way a man by the name of Ullaman carried on business and uses the name of Marshal Mosses also the same as is done by several people their the name of Marshal Abrahamson

9th district Marshal Solinger is working with a man by the name of Alexander also a marshal

is by the name of Mathews allowed
the man by the name of Kraus
to sign his name ^{the} marshal
himself is always drunk

Hoping you will give
this your attention

Respectfully
Joseph Hayton

CITY OF NEW YORK
OFFICE OF THE MAYOR.

August 17th, 1897.

C.L.Volckhausen, Esq.,

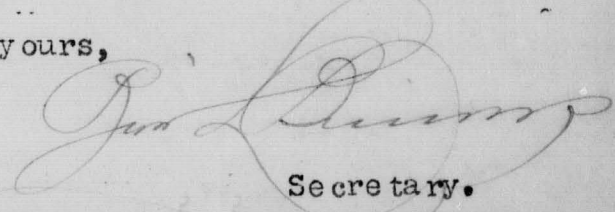
#36 West 3rd St., New York.

Dear Sir:-

Referring to your complain against City Marshal E.A.Murray, I am directed by the Mayor to say that he has had the matter examined.

It seems that the original execution was for \$109. Of this amount \$50. was paid to a man named Angerman, a man who is described as "hanging around the 57th Street Court. Afterwards the Marshal collected the \$10. in the form of the check which I herewith return to you. This he turned over to Mr. Angerman, whom he thought to be your representative. The Marshal's charges would be about \$6., of which he has received nothing, therefore your complaint that the Marshal appropriated \$10. to himself does not seem to be borne out by the facts.

Very truly yours,


Secretary.

2681

March 28-96 Risto paid 50.00

on Store

Juan 15.00 check given to Mary

Ann 1 Marion Ethel Stokes
26 N. 19 (June) now 234- 6 "A."

Mrs. Louisa Selove
of 26 N. 19 St

action for recovery of certain
furniture)

which she as joint owner claimed to

have bought, - in 1st Dist Court.

Received judgment about

July 8/1897. Replevin sent
was had about 17th of July.

Lerry called on Saturday
17th July to get goods =

value \$200 = Mrs. Stokes &
her husband, Alfred S.

Stokes, were both present.

Marshall took out

about \$30 worth. Then she

he was called away by
Mrs Selove to the barment.

Mrs. Selove was seen

to pass money to him,

& she was heard to say

"only \$25". After this the

When Mr. Selous locked
her doors in presence
of Marshall without
any protest from him,
she refused to do
anything further to
get the goods. Even
refused to take an oath
in hall which was mentioned
in Marshall's paper
case put down for

Tuesday Aug 17/97

Wm E. Schooley, Esq. - Bushman's

Wrote Mrs. Stokes Aug 19/97

that Marshall acted only in accordance
with his duty; that he must turn over
to them property attached upon
payment of charges. Had no fork

District Court in the City of New York,
For the First Judicial District.

-----x
:
Marion Ethel Stokes
:
against
:
Louise Selouver.
:
-----x

CITY AND COUNTY OF NEW YORK, SS:-

LOUISE SELOUVER, being duly sworn, says she resides at No. 28 West 19th Street in the City and County of New York, and is the defendant in the above action.

That on June 19th, 1897, the morning that the Marshal, Louis Levy, carried away the furniture from my house as he claimed on a Writ of replevin, I remained in the main hall of said house during all the time said Marshal and his men were in the house except for the short time I went to my lawyer's office. Said Marshal Louis Levy was not at any time in the basement or on the basement floor while I was in the house, neither was I in the basement at any time the said Levy was on the premises. I had no private conversation with him whatever, on the contrary, I was very much incensed against him for seizing the furniture and my only conversation with him was in criticising openly and denouncing his action.

The statement that I on said occasion, or at any other time, or place, paid to said Marshal Louis Levy twenty five dollars is wholly false, nor have I at any time or place paid to said Louis Levy any money whatever, except the sum of \$10.00 on account of the costs in this action which my at-

torney advised me I would have to pay in order to perfect
an appeal from the judgment.

Sworn to before me this
18th day of August, 1897.

)
)
) Louisa Selover

Chas. B. Sefton
Amos P. Sefton
Nylee

NEW YORK, August 18th, 1897.

TO THE HONORABLE

William L. Strong,

Mayor of the City of New York;

Sir:-

I have the honor to submit the following statement in answer to the complaint against me by Mrs. Marion Ethel Stokes.

On June 18th, 1897, I received a writ of replevin in the matter of Marion Ethel Stokes against Louise Selouver, and on the following day, June 19th, by virtue of such writ, I took into my possession all the property I could find which I stored at O'Reilly Bros.' Storage Warehouse, corner 44th Street & Lexington Avenue. On the same day, June 19th, 1897, I was served with an affidavit of ownership of said third party. Immediately after being served with the Notice of Claim and also after being served with the affidavit of ownership, I notified plaintiff and plaintiff's attorney, in writing, of such service, and requested a bond of indemnity, which the law allows, but they refused to give it.

On July 23rd, 1897, I received an execution against all the property mentioned in the writ, if it could be found, or, if it could not be found, its value in the sum of \$250.00 together with \$17.50 costs and disbursements; immediately afterward, I was again served with a notice of a third party claim of which fact I notified the plaintiff and plaintiff's attorney, both personally, and again demanded a bond of indemnity, which they again declined to give.

I collected only \$10.00 on account of the costs in

said execution mentioned, and after deducting my fee, I, on August 10th, returned said execution to the Court satisfied as to \$9.50, and unsatisfied as to the balance. And I desire to state that the \$10.00 above referred to was paid to me on account of costs by defendant at my office, No. 32 Chambers Street, and is the only money received by or tendered to me in the matter, and that I never received any other money at No. 26 West 19th Street, or anywhere else. I never saw the defendant, Mrs. Louise Selouver, in the basement of said premises No. 26 West 19th Street. I did not at any time have any private conversation with said Mrs. Selouver, but on the contrary, her manner and treatment of me was in every way antagonistic and offensive from the time I entered the house until I left.

Mr. W. E. Gilhooly, Counsellor at law, of No. 5 Beekman Street, who happened accidentally to be on the premises, and who has no interest whatever in the matter, can vouch for the truth of this statement, he being present during the time I was at No. 26 West 19th Street, and remained there when I left.

I do not hesitate to characterize said charge made against me by said Marion E. Stokes as wholly false and malicious.

All of which is respectfully submitted.

Louis Joseph Marshall

38 Bunt

St

all they want is
property

Mrs. Rose Klein
45 Clinton St.

Judgment issued agt.

Mrs. Klein for \$
Marshall Labov presented
claim for \$5.58. It
was pd. full & per
receipt dated Aug
24/1897.

Robt. Cant
Greenberg
vs
Reich et al.

Judgment for 7 and Rent
and Aug 24/97 2 Rooms
2.50 Trial fee
11.50 Cont judgment

57/10

58

Long

1.

Postage

2.50

15.58

167 East 121st Street,

KRAUSZ, } A. MATHEWS,
MATHEWS, } City Marshal.

Telephone, 362 Harlem.

CITY MARSHAL'S BUREAU.

New York August 28th 1897

Hon:

William L. Strong

Dear Sir

I was in trouble and
Marshal Krauss + Mathews
tort me so heavy and wearing
me with ^{anxiety} if I would not
pay after I paid they send
me another Marshal a man
by the Golinger who has
a man by the name Lazarus
and wants \$16.00 more. kindly
investigate the and oblige
yours

Michèle Gagliano

1882 Lexington Ave

150 East 121st St., Bet Lexington Ave. and Sylvan Place

D. J. SOLINGER,

Telephone, 754 Harlem.

City Marshal,

vs.

D. J. Burrasco
New York, June 26, 1897
Dear Sir.

Yours of the 26th inst
to hand requesting my presence
before the Mayor to explain my
connections against a certain Nicolo
Gallino I will be at your office
on Saturday at Eleven A.M. to
meet the said Gallino

Yours respectfully

D. J. Solinger

June 18-1897
admitted with
\$11 = 16 cts

Squatin Ford 320 2

New York Sept 15th 1897

Hon William L. Strong

Mayor of the City of New York

Dear Sir:

I respectfully desire to enter a complaint against David J. Solinger one of the Marshals of the City of New York on account of the following facts, viz-

That two or three days prior to the 16th day of May 1897 the said Marshal entered into the stable of Jacob Adler No 312 West 52nd St. N.Y. and by virtue of an alleged execution for between sixty and seventy dollars against one Andrew H. Leatham in an action entitled The Sharon Dairy vs Andrew H. Leatham levied upon, seized and took certain personal property to wit. One double sleigh One set double Harness, and Three light Wagons from the custody and possession of William Wallace who was and is now the lawful owner thereof of which fact said Marshal was informed at the time

That on the 16th day of May 1897 a notice in writing was served upon a person in charge of said Marshal's office in 121st street notifying said Marshal that said Wallace was the owner of said property and demanding that the same be returned to said Wallace.

That said Marshal advertised by a notice posted on his office that said property would be "exposed for sale at public vendue on Tuesday May 18th 1897 at 12 O'clock noon at 312 West

52nd St." and that the Agent and Attorney of said Wallace with Andrew Wagner one of the Marshals of said City appeared at said 312 West 52nd Street to replevin said property, at 11.30 O'clock A.M. and remained there until 12.30 O'clock P.M. on said May 18th during which time no sale took place, nor adjournment of sale, nor was said property there.

That on the morning of the 19th day of May 1897 the said Attorney and said Marshal Wagner called at the office of said Marshal Solinger in 121st Street and found posted under the aforesaid notice of sale the following, viz. "The above sale is hereby adjourned until to morrow May 19th same time and place," And that thereafter on the same day the said Agent and Attorney and said Wagner attended at said 312 West 52nd Street from 11.45 O'clock A.M. until 12.30 O'clock P.M. during which time no sale took place and no one appeared to adjourn said sale nor was said property there.

That said Solinger so far as I can learn has never had a proper sale of said property and that there has been no return made to said execution as appears by the record of the Court from which said execution was issued.

That a portion of said property, to wit, One light wagon and one set double Harness was as I am informed on the same day the said Marshal Solinger made the said levy taken to the

warf at the foot of Perry St N.Y. and shipped out
of the City.

That the said Marshal Solinger refuses
to tell what disposition has been made of said
property, or make a return to said execution, or
return said property to said Wallace as I am
informed and believe.

William Wallace
by David Wallace atty
769. Eleventh Ave New York

Office of
R. A. Wallace,
(Mett Estate.)
769 11th Ave.

New York, Sept 15th 1897
Hon William L. Strong
Mayor of City of New York

Dear Sir. Under the direction of Mr David
Wallace I herewith enclose your Complaint
against Marshal Dolinger, and beg to
state that Mr Wallace's address is at
this office

Yours
John S. Thierland

LAW OFFICES
OF
JOHN FORD,
320 BROADWAY.

TELEPHONE, 1831 FRANKLIN.

NEW YORK,

Sept. 28, 1897.

Bion L. Burrows, Esq.,
Mayor's Office,
City.

My Dear Burrows:

I have the matter of the charge against
Marshal Salinger under consideration. Affidavits
are preparing and will be ready for you in
a few days.

Yrs.,
John Ford

New York, September 29th 1897,
Hon: William J. Strong,
Mayor of the City of New York,
Dear Sir: -

In answer to the communication to your Honor, of William Wallace, by David Wallace, Atty, under date of Sept. 15th 1897, I desire to have your attention called to the provisions of section 1706 of the Consolidation Act, as amended, and the careful avoidances by Mr. Wallace, of bringing his Complaint before a Court, where witnesses could be summoned and the matter in dispute judicially determined.

I have no disposition, however, to evade meeting any Charges or Complaints before your Honor, with full appreciation that you will fairly determine the Contention.

It is true that prior to the 16th of May, 1897, I levied upon certain personal property under an execution, and that, after I made a levy, your Complainant notified me that he was the owner of

that property. Thereupon, I called upon Robinson, President of the Sharon Dairy Co., at 1637 Broadway, and was authorized by him, and by his attorney in writing, to sell the property I had levied upon.

All the property I levied upon at No. 312 W. 52nd Street was legally advertised by me for public sale, as complained of, for May 18th 1897; but, having been notified by telephone that this Complainant had caused to be issued, out of the Eleventh District Court, a Replevin, and knowing that it was not necessary for me to be present for the purposes of replevy, I caused the sale to be adjourned until the determination of the replevin suit, and admit, as alleged, that the sale was adjourned to the following day, but, allege emphatically, that all the property that I levied upon and which I found at No. 312 W. 52nd Street, was not removed ^{there} from at the time of the levy, but was there at the time

of the replevin, and was replevied
by Marshal Wagner, at the instance
of this Complainant, on May
18th 1897, in the Replevin issued
out of the Eleventh District
Court, as aforesaid, as appears
by the original replevin, now
in the possession of this Com-
plainant, by the endorsements of
Marshal Wagner thereon, and
which was returnable on the 26th
day of May, 1897, upon which
day I appeared by Counsel and
the Replevin suit was dismissed.

In fact, the Marshal (Mr.
Wagner) never returned the original
Replevin to the District Court afo-
said, on May 26th 1897, as provided
by law, but the original Replevin
was seen by me in the posses-
sion of the representative of the
Plaintiff and Complainant recently.

The replevin suit for this
property I had levied on having
been dismissed, on May 26th
1897, I ^{I again} advertised and sold,
at the adjourned sale, the property
I had levied upon under my
execution, and made my return

on the execution; Caused the receipt of the attorney for the Sharon Dairy to be endorsed thereon, and mailed the same to the Clerk of the Eleventh District Court, ~~as~~ "satisfied."

The Complainant Charges that the Execution has been mislaid. If this be so, and either of the parties to the action, who are the only parties entitled to complain of the matter, apply to me, or if I discover the returned Execution has been mislaid, I will apply for a new one and satisfy the judgment.

I deny that any of the property that I levied on was shipped out of this City before the sale by me; and that, in explanation of the statement to that effect, the Complainant sold some property of a similar nature to that I had levied on, at about the same time, and had given a written order to ^{take} the same ~~person~~ away from No. 312 W. 5th Street, which was the same place at which

I had made the levy, and I have caused the original order to be submitted to you with other written documents, substantiating the statements I have made.

I have never refused to state what disposition I made of the property I levied upon, to any one interested, who has made a proper application to me; and, as to the Complainant, he knew what I had done at the time.

The double harness referred to in the Complaint, was not taken from N^o. 312 W. 52nd Street, but from N^o. 236 W. 54th Street; and the buggy referred to in the Complaint, which was removed from N^o. 312 W. 52nd St., was removed inadvertently by the holder of a written order from the Complainant, as above referred to, he believing the same to be part of the property which he had purchased from this Complainant; but the same was claimed by Theodore Greentree, N^o. 236 W. 54th Street, who was a boarder at the Stable (312 W. 52nd Street), and was imme-

diately returned to No 312 W. 52nd Street, and is now there, in the possession of the owner, Theodore Greentree.

All that I have done under the Execution issued to me was nothing but my legal duty, and if I have sold property under an execution against Andrew H. Seatham claimed by this Complainant, his property remedy was to have prosecuted the replevin suit which he began against me, in which action, if he were right and successful, he would have obtained judgment for damages and the property I took and the Sharon Dairy Co., who indemnified me as Marshal, would have been compelled to satisfy the same; but the Replevin suit was dismissed and I have a cause of action against this Complainant arising therefrom, and I submit that the present Complaint is an indirect effort to prejudice my rights, and that Complainant's retention of the original replevin, keeping it

off the files of the Eleventh Dis-
trict Court, is not only illegal,
but is in furtherance of the
Complainant's purpose and effort
to prevent me from the assertion
of my legal rights, and should
meet with strong reprehension
by your Honor.

With respect,
Yours,

David J. Phillips

In the Matter
of
the Complaint to his
Honor, the Mayor, by
William Wallace
against
David J. Solinger,
City Marshal.

City and County of New York, ss.
Martin Armstrong, being
duly sworn, deposes and says:
That he resides at No. 429 West 33^d
Street, New York City, and that
he was present on the 27th day
of May, 1897, at No. 314 West
59th Street, New York City, at
the public sale in the case of
the Sharon Dairy against Andrew
H. Leatham; at about 10³⁰ A.M.
of that day, which was an
adjourned sale, having been
publicly advertised and having
been adjourned by public notice,
on account of a replevin suit.

of Wallace, (the Complainant in this matter), against Solinger, Marshal, as defendant, and in which suit all the property levied upon by Marshal Solinger on this Sharon Dairy Execution had been replevied by Marshal Wagner, and detained by him in the hands of the person then in charge of the stable, Jacob Eder, a keeper, by service of his replevin writ, except one set of double harness, which had been taken by Marshal Solinger, under the Execution, from N^o 236 W. 54th Street, and all of which property was publicly sold by Marshal Solinger, after the dismissal of the replevin.

As to the removal of the buggy from the Eder stable, at the time Marshal Solinger made the levy, I removed that buggy, under a written order, signed by this Complainant, but discovered afterwards that this identical buggy, now charged as having been taken by Marshal Solinger, was the property of Theodore Greenlee, of N^o 236 W. 53rd Street, who

had the same on storage, with the defendant Leatham, who was succeeded by Edler, and I returned this buggy in question to Greentree, and it is now in the stable of Edler, in his charge, for Greentree. I was present at Marshal Solinger's sale, and the property sold by him was put up in lots and sold to the highest bidder, which fact was well known to the Complainant, as appears by his Affidavit in the Replevin suit served by copy upon Edler and the Marshal (Solinger) by Marshal Wagner.

The Marshal had a red flag exposed at the time of the sale, which was held by James Connor.

Edler told Marshal Solinger, in my presence, that he had just been notified by Marshal Wagner, under the Replevin suit of this Complainant, and for whom he (Edler) had held the property during the continuance of the Replevin, that he (Wagner) made no further claim to the

property, as the Replevin suit of this Complainant, Wallace, had been dismissed, because Complainant's attorney had failed to appear in Court on the 26th day of May, 1897.

I have had 35 years experience in the purchase and sale of horses, carriages, &c, property of the character sold by Marshal Solinger, and I aver that the prices realized upon said sale were full market value prices.

Sworn to before me
this 6th day of October, 1897

Arthur Pegolli
Notary Public No 77
New York County

Martin Armstrong

City & County of New York &c.

James Connor, being duly sworn, deposes and says, that he has read the foregoing Affidavit of Martin Armstrong; that he resides at No 48 Tenth Avenue, New York City; that, as Keeper for Marshal Solinger he was

present at the public sale by Marshal Solinger under Execution in the case of the Sharon Dairy against Andrew H. Leatham, at N^o. 314 West 52^d Street, in said City, and held the red-flag and publicly exhibited the same before and at the time of said sale.

That he knows of the public advertisement of said sale, and the public notice of its adjournment to May 27th 1897; That the statements in the affidavit of Martin Armstrong as to his holding and presenting an Order for the buggy given by the Complainant Wallace to said Armstrong, the claim of ownership of same by Theodore Greentree & the surrender of same to Greentree, the owner, and the same was, after its return to Greentree, was placed by the latter in the stable of Eder by Greentree, is known to be true by deponent.

The set of double harness referred to was taken, not from the Eder stable, as Complainant alleges, but from N^o. 234 West 54th Street; and deponent

believes this is the reason Mar-
shal Wagner did not reach the
same in his action on his writ
of Habeas.

Sworn to before me
this 7th day of October,
1897


Arthur Rozold

Notary Public No 77 N. Y. C.

James Connor

NEW YORK,

Sept. 24th, 1897.

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

Dear Sir:-

I desire to complain of treatment which my office has received from one, Vonderhoven, a marshall of the First District Court. During my absence from the City on my vacation a client called and requested suit to be brought on a small claim. My clerk called at the First District Court and met there this marshall, Vonderhoven. He stated that he would attend to the matter and exacted from my clerk the sum of \$2.25 fees. This was on September 3rd. The marshall made no report and on my return to the City, I called upon him and he said that he was making every effort to serve the party, etc., etc. I have had my clerk call on him, at least, half a dozen times. Yesterday we succeeded in getting the papers from him, but he refused to return the \$1.25, which he exacted for serving the paper. The papers show that the summons was not taken out until September 18th, fifteen days after he received the money. The defendant is a man who is in business and I am informed can be easily found. He has to-day sent my client check for \$15.00 on account of the claim, on which

PERCY L. KLOCK,
ATTORNEY AND COUNSELLOR AT LAW,
HOME LIFE INSURANCE BUILDING,
256-257 BROADWAY.

W. L. S. (2).

NEW YORK,

suit was brought. This is a small matter, but I do not propose
to have any marshall attend to ~~the~~ business in this way for myself
or other people if I can help it. I wish you would notify him
to return to me the sum of \$1.25 at once.

Yours truly,

Percy L. Klock

*Wm. L. S.
more / 10/11/1917
Sept 25 1897
Klock*

PERCY L. KLOCK,
ATTORNEY AND COUNSELLOR AT LAW,
HOME LIFE INSURANCE BUILDING,
256-257 BROADWAY.

NEW YORK, Sept. 27th, 1897.

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

Dear Sir:-

I have received a call to-day from Louis L. Vanderhoven, City Marshal. He has explained regarding the Summons recently issued, of which I made complaint to you in my letter of September 24th. I am convinced from a talk with Mr. Vanderhoven that it was a mistake on the part of my clerk, and that some person, without authority, represented himself to be Mr. Vanderhoven in the matter. I trust that this explanation will be satisfactory, and that no charges will in any way be preferred against Mr. Vanderhoven.

Yours very truly,

Percy L. Klock

LAW OFFICE OF
THOMAS F. BYRNE,
EMIGRANT SAVINGS BANK BUILDING,
49 & 51 CHAMBERS ST.

NEW YORK,

Sept. 16th 1897

Edward H. Healey Esq
Mayor's Marshal

Dear Sir: This will introduce to you Joseph
Pert, an industrious workman, who comes
well recommended to me, and who has been
outrageously treated, if his story is true,
as I believe. His complaint is against
one of the City Marshalls, is for a small
amount, but because of the circumstances
narrated by him becomes important as
showing what the poorest of the people
are subjected to at the hands of some
public servants. I advise him to state
the case fully to you, and he will have
complete remedy.

Yours Truly
Thomas F. Byrne

Sept Perl
25 June
Max Gross

A. Safian & J. Perl
\$13 + \$13

Agreed to settle I did
better for \$3.

Max Gross presented
judgment for execution
for \$13 + Perl for
Marshal \$8 on condition
it was to be returned if
as he stated to Marshal
he had already settled
with plff. Afterwards
only got back
from Marshal \$5.

Wrote J. Perl. dismissing case Sept 29/97

Ernie A. Kleing
76 June 11

~~Allen~~

Law Offices
Epstein Brothers.

Telephone Connection.

280 Broadway.

STEWART BUILDING.

New York, October 2nd, 1897.

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

Dear Sir:

On behalf of our client Harris Rappaport, of No. 48 Pike St., we desire to enter a complaint against City Marshall William Alt. The facts are as follows:

On the 4th day of September, 1897, he attended a Marshall's sale of property of Dorf & Goldman, at 22 East Broadway, and bid for some of the property, and was required by the Marshall to make a deposit. He thereupon deposited \$20 with the auctioneer, and holds the receipt therefor. Within a few minutes the Sheriff of the County of New York entered a writ of replevin, entered the store and took some of the property away from the Marshall. The Marshall refused to return the \$20 deposited and although Rappaport was willing to pay for the goods, still delivery thereof cannot be given to him, and he was entitled to the return of his money.

We trust you will give this matter your attention, as Rappaport is entitled to the return of his money, and we know no reason why said Marshall should hold him.

Yours &c.,

(Dictated, J.S.E.)

Epstein Brothers.

Muskalet

to
Mr. Epstein.

Wrote Alt Oct 4/97

" again Oct. 13/97

Did not receive first letter

Alt called Oct. 15/97

Claims that he had nothing
to do with case; that he

was present at the sale

which was a chattel mortgage

procured under a

power of atty. to Sanders,

att'y for the mortgage.

Made complaint as above Oct. 15/97

New York
Oct^r 19th 97

Honorable Mayor Strong

Your Honor
I have been advised by Oliver Vincent Storm
of the 30th Precinct Station House, to state my
case to you, which is as follows

I. Wm^r H. Pantanus, applied to Marshalls
Charles Peoples and Klune for a dispossession
of one Peter Allen for non payment of
rent and other objectionable reasons to my
self and neighbours. The Marshalls demanded
payment of \$2.50 which I paid them and
for which they promised to dispossess the
tenant. The papers were duly served
by the Marshalls the time for which expired
yesterday Oct. 18th 97. The Marshalls called
at my business house and started to
remove objectionable tenant, when half
way through with their work, the tenant
Peter Allen called one of the Marshalls to
one side and held a conversation, after which
the Marshalls Chas Peoples and Klune refused
to further dispossess tenant unless I, H.
Pantanus paid them \$10.00 more. This
I objected to as I considered it unjust
and I went to the Court for advice. The
clerk of the Court informed me that I
had no other redress, other than to

pay the Marshalls demands. Still feeling
that there must be some way of obtaining
Justice I went to the Station House
stated my case and was there informed
that the amount demanded by the
Marshalls was not legal and that
I should complain to His Honor the Mayor.

The tenant is still upon my premises
and is an annoyance to me as he
is abusive and is also willfully destroying
my property. I appeal to your Honor
for protection, and I trust you will
give it your immediate and careful consideration
as until the tenant Peter Allen is removed
I am powerless to rent my property
to acceptable tenants.

I Am Your Obedient Servant
Henry R. Manning

S. LIPSOHN.

J. S. FRIEDE.

Lipsohn & Friede,

JOBBERS IN

Imported and Domestic

 **WOOLENS,** 

157 GRAND STREET,

Represented by.....

NEW YORK.

Mentioned
in
Holland
not
supplied

CITY OF NEW YORK.
OFFICE OF THE MAYOR.

Nov. 11/97

Samuel Lipscomb,

of 157 Grand deposes &
says that Marshal Joseph
L. Holland of the 25 Dist
Court collected a judgment
of \$27.28 from
one Joseph Titchel of
E 106th St. on or about
Oct 18, 1897; & that since
that time Marshal Holland
has never rendered any
accounting or paid over
money to Defendant; that
Defendant has tried repeatedly
to find said
Marshal & has never
received any part of

12 o'clock Monday

Sworn to before me this 11th day of Nov. 1897 Morris Gusten Com. Sec. of NY Co.



FIFTH DISTRICT
CITY MAGISTRATES' COURT.
NEW YORK.

NEW YORK, *Nov 12th* 1897

My Dear *Baron*.

The bureau of the
has a complaint to make against
one of the Marshals.
Please give him your attention
re: *re: the* ..

Russell

Barney Scher

~~#78~~ 132 Broom
agreement for commission
Mr. Branco & Matthews
Marshal charged
675 fees & 3.75 dec, \$10

RUDOLPH MARKS,
ATTORNEY AND COUNSELOR AT LAW,
251 EAST BROADWAY,

NOTARY PUBLIC.

NEW YORK

TO THE HONORABLE

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

MAYOR OF THE CITY OF NEW YORK.

MOST HONORED AND ESTEEMED MAYOR:-

Your petitioner a resident of the East Side of the City of New York, to wit; 133 Eldridge St. injured and aggrieved by the willful and malicious misconduct in office of an officer of the peace, namely, Marcus Moses, one of the Marshals of the City of New York, Your petitioner, respectfully submits the following, a sworn statement of facts hereto annexed, for Your Honor's consideration and prays that said Marcus Moses Esq. be called upon to account for the outrageous abuse of his public office and ill use of his powers practiced by him upon the poor and ignorant class of residents of that portion of the City, known as the East Side, by way of oppression, extortion, duress, over charge of fees, false return of process and other means of trick and device to deprive people of their property under color of official authority and alleged legal mandate.

The removal of such a man from public office will be a relief to the poor and ignorant residents of that part of the City, who, either do not know their rights or are kept in constant fear, by reason of the offender's alleged political influence and will open the eyes of every citizen to his rights and remedies as against such abusing officers.

With the assurance that ^{justice} will be done your petitioner begs to remain yours most obedient,

Bernard Bernstein

CITY AND COUNTY OF NEW YORK, SS:-

Bernard Bernstein, being duly sworn, deposes and says; that he resides at #133 Eldridge ~~st~~ street in the City of New York, that he is an actor by profession and is employed as such by the Thalia Theatre Company at the Thalia Theatre, # 46 & 48 Bowery in the City of New ~~Y~~ York, of which he is one of the managers;

That on or about the 20th day of September, 1897, judgment by default was taken in the Fifth District Court, by one Julius Prince against Morris Finkel, Herman Schoenberg and this deponent, for \$93.50 damages and costs in an action for wrongful detention and conversion of moneys, that said action was originally commenced in said Court, May 18th, 1897, and was dismissed on May 25th, 1897, for non appearance of the plaintiff and that deponent had no notice of any proceedings pending against him in the matter until an execution against the person of deponent was presented by Marcus Moses one of the Marshals of the City of New York, to deponent, as hereinafter set forth.

That as appears on the Judgment docket #50, page #213 a record book of said District Court, on the 30th day of September, 1897, the ^{said} Marcus Moses received an execution against the property of the defendants, Finkel, Schoenberg and this deponent and returned the same unsatisfied on the 4th day of October, 1897, but deponent positively swears that such execution against the property was never presented to him by said Marshal or any other person and that if such execution had been presented to deponent he would have immediately moved to open the default and shown on trial that he does not owe that money or any part thereof, but as deponent verily believes

the said Marshal in collusion with the plaintiff purposely withheld said execution so that deponent should not have any notice of the judgment existing against him and that said Marshal made false return of said execution against the property, to enable him to issue execution against the person for the purpose of forcing deponent either to pay money or go to jail.

That immediately upon the false return of said execution against the property and on the said 4th day of October, 1897, the said Marshal unlawfully and by means of said false return caused execution against the person in the same action to be issued, but not withstanding the fact that this deponent lives with his family ~~of~~, consisting of his wife and four children, within seven blocks distance from said Court and office of said Marshal and that deponent attended to his business at the said Thalia Theatre regularly every day between the hours of 11 a.m. till late in the afternoon and also in the evenings, which fact could have been ascertained by said Marshal by simple inquiry at the deponent's residence or at the said theatre, the said Marshal, in violation of his duty, to exercise and exhaust all reasonable means against the property of a defendant in execution before making an arrest held said execution and did not present ~~it~~ at any time when this deponent might have furnished a bond and then assert his rights by opening the default, but waited with said execution in his possession ~~■~~ until the 12th day of October, 1897, which was a Jewish holiday and a matinee performance, in which deponent had a principal part, was advertised for said day at 2.15 o'clock in the afternoon, and exactly at 2.15 o'clock in the afternoon of the said 12th day of October, 1897, when this deponent

deponent was dressed in stage costume and painted and the curtain was about to go up for the commencement of said matinee performance, said Marshal ^{for the first time} appeared in the dressing room of this deponent on the stage of said Thalia Theatre and exhibited ^{his of authority} badge and said that he had an execution against the body of deponent for \$93.50 and unless deponent gave him, the said Marshal, \$103.50 he would commit him to Ludlow street Jail at once and that deponent had better pay the money at once.

That deponent sent for counsel and said Counsel protested within hearing of deponent that no execution against the property was presented and that the process of arrest is therefor illegal and offered to said Marshal an indemnity bond for any amount stating to him that he would have the default opened the next morning, but said Marshal refused to listen to any reason or argument and demanded either \$103.50 or the person of deponent to jail.

That by reason of deponent's engagement at said theatre and his inability to leave the premises at such an important time, unless the performance was cancelled, deponent was compelled to and did give to said Marshal the sum of \$103.50, under protest and with the understanding that he was to keep said money and wait for an order from the Court until 2.0' clock the next day.

That on the next day, to wit; the 13th of October, 1897, the deponent's counsel obtained an order from the honorable Henry M. Goldfogle, Justice of the said Court, by which said Marshal was stayed from further proceedings in the said action and was directed forthwith to return said money to deponent or his attorney but as deponent is informed, by his ~~counsel~~

counsel and verily believes, said Marshal could not be found in his office at 1.30 p.m. of said day but said counsel did serve a copy of said order on the said Marshals representative who admitted due and timely service thereof but, in spite of said order and in contempt of said Court, said Marshal when seen afterwards by deponent's counsel refused to return the money.

Deponent further positively swears and stands ready to prove by witnesses or affidavits as he may be directed, that at all times hereinbefore mentioned he resided at the afore mentioned address ~~in the said~~ and between the 20th day of ~~the~~ September and the 12th day of October, 1897, he was rehearsing at the said Theatre daily as aforesaid and if the said Marshal had acted lawfully, reasonably and morally he could have found deponent easily and could have presented to him any mandate at any time so as to give him an opportunity to assert his rights but said Marshal acted fraudulently, maliciously and unlawfully in keeping from this deponent all notice of any mandate existing against him for the purpose of ^Poppression ^{and used said execution as a weapon, by means of which} to extort the money under the circumstances hereinbefore stated.

That said Marshal charged this deponent ^{ten dollars} \$10. as his fee for collecting \$93.50 on an execution which is more than twice the amount of his legal fee for such collection, and ~~in~~ this deponent has been oppressed and imposed upon by said Marshal, Marcus Moses, in violation of his duty as an officer of the peace, by his conduct as aforesaid.

Wherefore, deponent prays that said Marshal be removed, from office so that other relatives of the people ~~may be~~ be relieved from such impositions in the future.

Sworn to before me this
19th day of November, 1897.

Alvin M. Kofman
Com of said city.

Bernard Bernstein

TO THE HONORABLE

WILLIAM L. STRONG,

MAYOR OF THE CITY OF NEW YORK

C H A R G E S

against

Marcus Moses,

Marshal of the City of New York

X X X X X X X X X X X X X X X X

Prefered by,

B E R N A R D B E R N S T E I N

133 Eldridge street,

New York,

City.

RUDOLPH MARKS,
ATTORNEY AND COUNSELOR AT LAW,
251 EAST BROADWAY,

NOTARY PUBLIC.

NEW YORK

Bernard

Bernstein

of 133 E. 12th St.

in paper.

Charge of

Marble Marcus

Moses of 5th St.

Conr

JACOB LEVY,
ATTORNEY AND COUNSELLOR AT LAW,
25 CHAMBERS STREET,

Rooms 31 & 32.

NEW YORK.

District Court in the City of New York
FOR THE
Fifth Judicial District.



154 Clinton Street.

Henry M. Goldfogle, Justice.

John Duane, Jr., Clerk.

Goldfogle v. 2 1897

Prince
vs

Trinkel vs

In view of the fact that
the attorney for the defaulting
party disappeared I will
allow the default to

be opened but the circumstances require
stringent terms. The defendant must
pay the marshals fees of \$10. costs to
Clerk attorney and the disbursements here-
tofore incurred and must deposit
the amount claimed to abide event
of action.

Jeremiah Hayes, Clerk of the District Court
in the City of New York for the 5th Judicial District
do hereby certify that I have compared
the foregoing memorandum which is
endorsed on the motion papers in the
above entitled action and find the same
to be a true copy and correct transcript

of the same.

I attestation whereof I have
hereunto set my hand and
seal this 16th day of Nov. 1897

William Hayes
Chap.

RUDOLPH MARKS,
ATTORNEY AND COUNSELLOR AT LAW,
251 EAST BROADWAY.

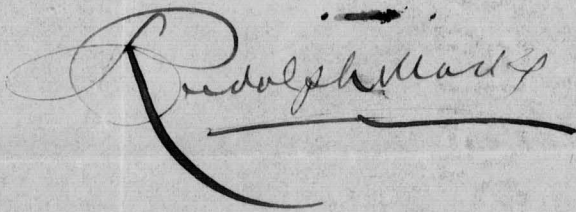
TEL. CALL, 1141 FRANKLIN.

NEW YORK,

Nov. 10th 1897

To the Honorable ~~Mr~~ Wm L. Strong
Mayor of the City of New York

By these lines I desire to state
that I am the attorney in the action
of Prince vs. Finkel et al. but that
I am not the attorney for the charges
which as I am informed are preferred
in my name against Marcus Moses
Marshall, and that if my name
was used in connection with said
charges, such act was unauthorized
by me.


Rudolph Marks

deavored to enforce the payment of the judgment, but was unsuccessful, and I accordingly returned such execution to the Clerk of said District Court with my official return to that effect.

Thereafter an execution was issued by the said Clerk of the said District Court, again at the direction of the attorney for the plaintiff, to me, which execution by its terms commanded me to satisfy the judgment aforesaid out of the property of the defendants in that action, and if unsuccessful, then to enforce the payment thereof by taking into my custody the person of any of the defendants and committing any such defendant to the County Jail of the City and County of New York.

That pursuant to the command of such execution, I called at the Thalia Theatre in the City of New York, where the defendant Bernstein was employed as an actor. I saw the said Bernstein and told him that I had an execution against his property for collection, and that if he did not pay the judgment, I was compelled to arrest him and to take him to the County Jail. Thereupon, he, the said Bernstein, paid to deponent the sum of One Hundred and Three and 50/100 Dollars, the amount of the judgment, together with the costs and disbursements of this action, and inclusive of my fees under the executions issued to me. That the legal fees to which I am by law entitled are all that I asked for and all that I received, and when the said Bernstein swears that I exacted or received more than such legal fees, he states that which is false and untrue.

Deponent further says that so far as the payment of the money is concerned, I considered it my duty to pay the same over to the plaintiff's attorney and this I did before the order to show issued in the action was served on me.

I verily believe that the complainant herein is not acting in good faith, but solely from selfish motives ~~from~~ and from a spirit of ill-will engendered by the fact that he was compelled to pay the judgment, instead of giving an undertaking on the limits and thus avoid the payment of the judgment. As further evidence of the lack of good faith on the part of the alleged complainant I beg to call the attention of the Mayor to the annexed certificate of the Clerk of the District Court out of which the execution was issued wherefrom it appears that a motion to open the default was made and granted upon terms, but the said Bernstein has not availed himself of the privilege thereby conferred.

I further beg to call attention the annexed statement from the Justice of the Court out of which the execution was issued.

Deponent further begs to call attention to the fact that hereto annexed is a statement from Rudolf Marks, Esq., whose card is annexed to the charges filed herein as the attorney for the said Bernstein, and from that letter it appears that the use of his name as such attorney in this proceeding was unauthorized and unwarranted.

Upon the circumstances and facts disclosed, I ask that the charges be dismissed.

Sworn to before me this
16th day of November, 1897.

)
:
) *Marcus Moore*

Saul Olashy
Com. & Deed. N.Y. City

Before

Hon. WILLIAM L. STRONG,
Mayor..

In the matter of charges
preferred by
B E R N A R D B E R N S T E I N

-:against:-

M A R C U S M O S E S,
Marshal &c.

Before

Hon. WILLIAM L. STRONG,
Mayor..

In the matter of charges
preferred by

B E R N A R D B E R N S T E I N

-:against:-

M A R C U S M O S E S,
Marshal &c.



District Court in the City of New York
 FOR THE
Fifth Judicial District,
154 Clinton Street.

Henry M. Goldfoyle, Justice.
Jeremiah Hayes, Clerk.

N.Y. . Nov. 16th, 1897.

Hon. William L. Strong,

Mayor &c.

Sir:

I am informed that a complaint has been lodged with you against Marcus Moses, one of the City Marshals assigned to this Court, accusing him of improper conduct in connection with the case of Prince against Bernstein and others, in the Fifth District Court.

In that case, it appeared that before the order to show cause was served upon the City Marshal, he, as was his duty, turned over the moneys collected by him, to the plaintiff or his attorney. In this respect he did what he was obliged to do under the law, and is rather to be commended for his promptitude. After the payment was made, and not till then, the order to show cause was served upon him, and the motion to open the default was heard before me. The motion to open the default was granted on terms, the plaintiff being required to deposit with the Clerk of the Court, the moneys realized by him on the judgment, less the costs, which the defendant is required to pay as a condition of being



District Court in the City of New York
FOR THE
Fifth Judicial District.
154 Clinton Street.

Henry M. Goldfogle, Justice.

Jeremiah Hayes, Clerk.

(2)

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allowed to come in and defend the case upon the merits.

It is but fair to Mr. Moses for me to say that he did
nothing improper, but on the contrary, that that which he did was
in strict accordance with ^{that which} ~~what~~ was required of him as an officer
of the Court.

I have the honor to be, sir,

Very truly Yours,

Henry M. Goldfogle
Justice 5th Dist Court