

1898-001

Nansemond Co (Suffolk)

Chancery Causes: Globe Hat Co] vs Harry January et al

Issac Coplin & Co], N Silberman & Co], W B Ferguson & Co], R S Boykin & Co],
R L Brewer & Son], Norfleet Bros], C E Holland & Co], Greenstein,
Merkel, Cetzen, Kliwansky, Klawansky, Ginsberg,
Lery, Ades Bros & Co], Baker, Rosen & Sink], J Epstein & Co],
Shapiro, Baltimore Shoe House], Bekker & Ginsberg],
Levenstein, M Schiller & Co] Bernstein & Co], Bowen, Weil,
Eichengreen & Weil], Cohn, Klawenski, Merkel

Folder 1 of 3

Virginia, Nansemond County, to wit:

Horace Bowen being duly sworn deposes and says as follows:

I am a resident of the town of Suffolk, Virginia; am personally acquainted with H. January and I. P. January; and know that some time about the 1st of October, I do not remember the exact date, that I. P. January claimed to have purchased of H. January his stock of goods in the store No. 8. Main Street.

That soon after the sale in a conversation with I. P. January I asked him why it was that his brother sold out to him, and he replied that his brother was in debt and was afraid he would be pressed by his creditors and in order to save himself he sold out to him, and he also advised me to do the same thing if I got my life trouble.

H. J. Bowen

Subscribed and sworn to before me this the 11th

day of November, 1896

E. S. Kellum
A. P.

H. J. Bowen's
Certificate

\$1475

on Demand after date I
promise to pay to J. P. Damary
or order One Thousand four hundred
and Twenty Five Dollars, for value
received. And I hereby waive the
benefit of my homestead exemption
as to this debt.

Witness my hand and seal this 17th
Day of January 1896

H. Damary (Seal)

And I hereby authorize and
appoint Meritt Briggs my
true and lawful Attorney in fact,
for me and in my name to
appear in the clerk's office of the
Circuit Court of Harrison
County, in the State of Virginia,
in an action of debt to be brought
against H. Damary at the suit
of the said J. P. Damary on the
above bond at any time after the
maturity thereof, and confess judgment
thereon against me for the sum of
one thousand four hundred and

Twenty Five dollars and the costs
of this suit. And I do hereby
release all manner of error in
the entering said judgment, or
any process or proceedings therein.
Witness the following signature and
date this 17th day of January
1896

H. January (Seal)

Virginia
Nassau County Court

J. R. H.

Rawles a Notary Public for the
County aforesaid, in the State of
Virginia, do certify that H. January
whose name is signed to the writing
annexed, bearing date the 17th day
of January 1896 has acknowledged
the same before me in my county
aforesaid

Given under my hand this 17th day
of January 1896

R. H. Rawles
Notary Public

Said Bond of \$1475 is given by H.
January to J.P. January for all
of the interest of the said J.P. January
in the stock of goods fixtures, &c
contained in store no 8 situated
on the west side of Main street
in the town of Suffield, county of
Chammond, in the State of Virginia.
And this Memo. of agreement certifies
that it is agreed between said
H. January and J.P. January, that
said H. January shall assume
and pay all of the debts of the
firm of H. January & Co.

witness our hands & seals this 17th day
of January 1896.

H. January (seal)
J.P. January (seal)

Ex No 1
With Evidences
of D. P. Jones

NO GOODS TAKEN BACK UNLESS DAMAGED OR BY SPECIAL AGREEMENT. GOODS SHIPPED AT PURCHASERS RISK ONLY.
Any objections to terms and prices as stated on this bill must be reported on receipt of same, { As no change will be made at time of settlement.
and all claims must be reported on receipt of goods.

Baltimore, Md. Sept 26 1896

As

M. H. January

Saffell & Co

Bought of Paul S. Levy & Co.

TERMS:

7 per cent off Cash.
5 " " 30 Days.

MAKERS OF

Fine Pants,

NO. 405 W. BALTIMORE STREET.

POSITIVELY NO DISCOUNT AFTER 30 DAYS.
Payable in Current Exchange DIRECT TO THE FIRM.

ACCOUNTS NOT PAID AT MATURITY ARE SUBJECT TO SIGHT DRAFT WITHOUT NOTICE.

2582	6	P	Men's	Pants	1 ⁰⁰	6 00	
2408	6	-	-	-	8	6 00	
2462	6	-	-	-	1 ⁵⁰	9 00	
2168	4	-	-	-	1 ²⁵	5 00	
2256	1	-	-	-		1 50	
2517	4	-	-	-		7 50	
Mixed	17	-	-	-		28 00	63 00

OFFICE OF
G. EVETT REARDON,
COMMISSIONER OF DEEDS,

State of Maryland, City of Baltimore, to wit:

BY THIS PUBLIC INSTRUMENT BE IT REMEMBERED, That on this 9th day of Nov 1896, before me the subscriber, G. EVETT REARDON, *Commissioner*, resident in the City of Baltimore aforesaid, duly commissioned and qualified by the executive Authority and under the laws of the State of *Maryland* to administer oaths and affirmations, and to take depositions, affidavits and the acknowledgement and proof of Deeds and other instruments to be used or recorded therein, personally appeared *Paul S. Leroy* who, being by me duly sworn according to law, did depose and say: That he is a member of the firm of *Paul S. Leroy* of Baltimore, Maryland.

Which firm is composed of the following persons, and none others, viz:

Paul S. Leroy

that he believes the goods, wares, merchandise, effects and chattels charged in the annexed account were bona fide sold and delivered as charged, and that his firm has not, nor hath any person for them to his knowledge and belief, received any payment or satisfaction for the articles charged, except the amount credited on the face of said account which is a true transcript thereof from the books of original entry of his said firm; nor has deponents firm received any security for the same; and that the sum of \$ 63- dollars charged and claimed is justly due, together with lawful interest to be added thereto according to the best of his knowledge and belief.

Paul S. Leroy

And on the same day also personally appeared the undersigned Clerk of the aforesaid firm and made oath in due form of law that the goods, wares, merchandise, effects and chattels charged in the annexed account were sold and delivered, as charged to the said *H. J. Lanning* and at the price therein charged, which were just and reasonable at the time of sale and that the said *H. J. Lanning* assumed to pay for the same.

John H. Gray

Sworn to and subscribed before me on the day and year above written.

G. Evett Reardon
Commissioner for the State of *Maryland*
in the State of Maryland, residing at Baltimore City.
Office, 100 E. Lexington Street, Cor. St. Paul Street.



To the Circuit Court of Nansemond County:

The petitioners

Paul S. Leary

~~merchants and partners trading as~~

respectfully represent to the court that H. January is justly indebted to ^{him} ~~them~~ in the sum of \$ 63⁰⁰ evidenced by open account, dated 26th day of *Sept* 1896 for goods, wares and merchandise bargained, sold and delivered by the petitioners to the said H. January at his special instance and request. A copy of the account is herewith filed and asked to be read as a part of this petition

That being indebted to various creditors, the said January has executed and delivered a conveyance of his personal property with, intent to hinder delay and defraud the petitioners of and from what ^{he is} ~~they are~~ legally entitled to. That The Globe Hat Company, who allege that they are creditors of the said H. January, have recently instituted a chancery suit in the Circuit Court of Nansemond County against the said H. January and others, for the purpose of annulling and setting aside the said conveyance because, as they allege, such conveyance is voluntary, fraudulent and void, which suit is now pending in this court.

The petitioners join in all the allegations and prayers of the bill which has been filed in said suit, and pray that ^{he} ~~they~~ may be admitted as parties plaintiff in the said suit, that the debt due to ^{him} ~~them~~ may be paid out of any money or the proceeds of any property which may be under the control of the court in said cause, and that if such funds are insufficient to pay ^{his} ~~their~~ said debt, that a personal decree may be rendered in ^{his} ~~their~~ favor against the said H. January for any balance which may be due to ^{him} ~~them~~ and for such other, further and general relief as the nature of ^{his} ~~their~~ case may require and the principles of equity may justify.

And the petitioners will ever pray, &c.

Paul S. Leary
By E. R. Baird
P. J. Munn
E. E. Munn
his Attorney

Globe Hat Co
to Pelletier P. S. Lang
14. January road

Nov 12th 1896
Filed A. P. Gomerclark

IN THE CIRCUIT COURT OF HANSMOND COUNTY, VIRGINIA.

Shelton Hat Co
~~Shelton Hat Co~~

Plaintiffs

vs. (In Chancery

Harry January et al.

Defendants.

Your petitioners, *Tobias Baker and*

Solomon Spingberg

partners doing business and trading as *Baker and*

Spingberg

respectfully show unto your Honor as follows :

FIRST. That on the.....*30*.....day of

October..... in the year eighteen hundred and

ninety-six that said Harry January, one of the defendants

in the above entitled cause, was indebted to your petition-

ers to the sum of.....*\$ 463 ¹⁹/₁₀₀*..... dollars for goods, wares

and merchandise sold and delivered to said Harry January.

All of which said sum of.....*\$ 463 ¹⁹/₁₀₀*.....dollars is still

due by the said Harry January to your petitioners, an item-

ized statement of which is hereto annexed, marked Exhibit

"A" and prayed to be read as a part of this petition.

SECOND. That the above named plaintiffs filed

their certain bill in Chancery to the above entitled cause

against Harry January, I. P. January and others, praying

that the delivery, conveyance and disposition of certain

goods therein mentioned from the said Harry January to the

said I. P. January and set aside and declared fraudulent,

null and void ; that an injunction be issued enjoining and

restraining the said Harry January and the said I. P. January from selling and disposing of the said goods or disposing of the proceeds of any of the said goods which have been sold ; that an account may be taken of all of the said goods now in the possession of the said Harry January or the said I. P. January, or either of them, and that an account may be taken of the proceeds of all the goods disposed of by the said I. P. January, and that he may be made personally liable therefor ; that a receiver be appointed to take charge of the said property and hold the same or dispose of the same and hold the proceeds of the sales thereof subject to the future order of this Court, and for certain other matters and things in said bill fully set forth and described to which said bill reference is hereby made.

Your petitioners now say, that they have read the said bill and believe the allegations therein contained are true ; that they are acquainted with the facts and circumstances therein alleged, and believe, and therefore so charge, that the allegations in said bill contained, are true and correct, and they here refer to same, and ask that they be treated as a part hereof as fully and completely as if the same were here again repeated and fully set forth.

And your petitioners especially charge that the said alleged conveyance, transfer ~~and~~ or assignment of the said stock of goods from the said Harry January to the said I. P. January is without any adequate or legal consideration ; is merely a pretended transfer or assignment ;

that the said goods are now, and have been, before and since the date of said pretended assignment the property of the said Harry January, and liable to the satisfaction of the claims of your petitioners and others, and that the said pretended transfer or assignment was made for the sole purpose of hindering, delaying and defrauding your petitioners and other creditors of the said Harry January and is wholly fraudulent, fictitious and void.

Wherefor your petitioners pray that they may be made parties plaintiff in the above entitled cause ; that a decree may be entered directing the payment to them of the said sum of ^{\$}4,631.19....dollars due to them by the said Harry January, which said payment is to be made out of the proceeds derived from the sale of the property mentioned in said bill or out of any other funds or property which may come into the control of the Court in this cause, and that they may be afforded such other and general relief as the nature of their case may require, and to equity shall seem best.

And your petitioners will ever pray.

T. Baskin & Spring

Trading as Baskin & Spring
E. Baskin & Spring
E. Baskin & Spring
E. Baskin & Spring
E. Baskin & Spring

STATE OF MARYLAND,

Salomon Ginsberg

CITY OF BALTIMORE, to wit :

This day personally appeared before me, the undersigned, a Commissioner of Deeds for the State of Virginia, residing in Baltimore City in the State

of Maryland *Solomon Gumbay* who being by me first duly sworn made oath that the matters and things in the foregoing petition stated upon his own knowledge are true, and those derived from the information of others, he believes to be true, given under my hand and official seal this 30th day of October 1896.



Wm. Parrott Jr.
a Commissioner of Deeds for
the State of *Virginia*
residing in Baltimore City,
in the State of Maryland.

John G. Smith

Decker

in the State of Maryland,
residing in Baltimore City,
the State of *an*
Commissioner of Deeds for

[illegible]

State of Maryland, Baltimore City, to wit:

On this thirtieth day of October A. D. 1896 before me

the subscriber, a Notary Public in and for said City, personally appeared Solomon Ginstberg of the
Firm of Baker & Ginstberg, composed of Nobias Baker
Solomon Ginstberg
and made oath on the Holy Evangely of Almighty God, that he believes the goods, wares, merchandise, effects, and chattels,
charged in the annexed account, were bona fide delivered as charged, and that said Firm of
Baker & Ginstberg has not, nor hath any person for it, to his knowledge and belief,
received any payment or satisfaction for the articles charged to January
of Suffolk, Va.
nor has received any security for the same, and that the amount of \$463.19.
charged and claimed is justly due according to the best of his knowledge and belief.

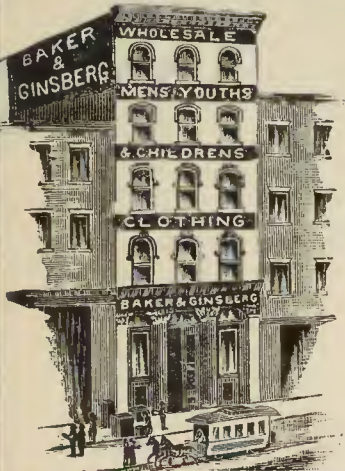
And on the thirtieth day of October A. D. 1896, also personally appeared
Barnet Seall Clerk of Baker & Ginstberg
and made oath on the Holy Evangely of Almighty God, that the goods, wares, merchandise, effects, and chattels charged in the
annexed account were sold and delivered as charged to the said H. January
of Suffolk, Va. and at the prices therein charged, and that the said
H. January assumed to pay for the same.

Sworn Before me this 30th day of October 1896

As Witness my Hand and Seal Notarial.

John H. January

Notary Public.



MONTHLY STATEMENT

Baltimore, Md.,

Oct 30 189*6*

M. Dancy
To Baker & Ginsberg, Dr.

MANUFACTURERS & JOBBERS IN

MEN'S, YOUTHS' AND CHILDREN'S

CLOTHING

Terms:

No. 26 Hopkins Place.

NET

Sept 7

To Mdse.

14653

31666

46319

Overdue Bills subject to Draft at Sight.

Positively no Discount allowed after Bills are Due.

If this Statement does not correspond with your Account please notify us at once.



All claims for Damage, Shortage or Discounts must be made within 5 days after receipt of Goods.
All Remittances must be made direct to the House. Agents not allowed to Collect.

FOLIO.....
SALESBOOK.....
SALESMAN.....

Baltimore, Sept 7, 1896

M. H. January



BAKER & GINSBERG,

MANUFACTURERS & JOBBERS IN

Men's, Youths' and Children's Clothing.

Terms

27 HANOVER STREET.

Mail Orders Receive Prompt Attention.

8405 6 Youths
 8400 7 "
 600 6 "
 1599 8 Childs
 8500 8 "
 600 9 "
 544 9 "
 356 8 "
 610 6 "
 1363 6 Boys
 7801 5 Mens
 8056 3 "
 10281 3 "
 846 4 "
 8047 4 "
 8047 4 "
 8014 4 "

227 1425
 437 3063
 2.75 1650
 2.25 1800
 2.75 2200
 1.25 1125
 1.50 1350
 1.00 840
 1.62 975
 1.75 1000
 3.63 1813
 6.75 2025
 6.00 1800
 6.50 2600
 7.00 2800
 7.00 2800
 5.87 2350

316.66

Thelwell Hat Co
vs Equity

11 January 1896

Petition of Baker
Spring

1896 Filed Nov 4th.

Alfonso Clark

IN THE CIRCUIT COURT OF HANOVER COUNTY, VIRGINIA.

The Green Hat Co
~~XXXXXXXXXX~~

Plaintiffs

vs. (In Chancery)

Harry January et al.

Defendants.

Your petitioners, *I. Revenstein*

~~partners~~ doing business and trading as *The Baltimore Shoe*
House respectfully show unto your Honor as follows :

FIRST. That on the.....*4th*.....day of
....*August*.... in the year eighteen hundred and
ninety-six that said Harry January, one of the defendants
in the above entitled cause, was indebted to your petition-
ers to the sum of *one hundred twenty one*^{*50*}~~one hundred~~ dollars for goods, wares
and merchandise sold and delivered to said Harry January.
All of which said sum of *\$121.⁵⁰/₁₀₀*...dollars is still
due by the said Harry January to your petitioners, an item-
ized statement of which is hereto annexed, marked Exhibit
"A" and prayed to be read as a part of this petition.

SECOND. That the above named plaintiffs filed
their certain bill in Chancery to the above entitled cause
against Harry January, I. P. January and others, praying
that the delivery, conveyance and disposition of certain
goods therein mentioned from the said Harry January to the
said I. P. January and set aside and declared fraudulent,
null and void ; that an injunction be issued enjoining and

restraining the said Harry January and the said I. P. January from selling and disposing of the said goods or disposing of the proceeds of any of the said goods which have been sold ; that an account may be taken of all of the said goods now in the possession of the said Harry January or the said I. P. January, or either of them, and that an account may be taken of the proceeds of all the goods disposed of by the said I. P. January, and that he may be made personally liable therefor ; that a receiver be appointed to take charge of the said property and hold the same or dispose of the same and hold the proceeds of the sales thereof subject to the future order of this Court, and for certain other matters and things in said bill fully set forth and described to which said bill reference is hereby made.

Your petitioners now say, that they have read the said bill and believe the allegations therein contained are true ; that they are acquainted with the facts and circumstances therein alleged, and believe, and therefore so charge, that the allegations in said bill contained, are true and correct, and they here refer to same, and ask that they be treated as a part hereof as fully and completely as if the same were here again repeated and fully set forth.

And your petitioners especially charge that the said alleged conveyance, transfer and or assignment of the said stock of goods from the said Harry January to the said I. P. January is without any adequate or legal consideration ; is merely a pretended transfer or assignment ;

that the said goods are now, and have been, before and since the date of said pretended assignment the property of the said Harry January, and liable to the satisfaction of the claims of your petitioners and others, and that the said pretended transfer or assignment was made for the sole purpose of hindering, delaying and defrauding your petitioners and other creditors of the said Harry January and is wholly fraudulent, fictitious and void.

Wherefor your petitioners pray that they may be made parties plaintiff in the above entitled cause ; that a decree may be entered directing the payment to them of the said sum of ^{\$}121.50 ₁₀₀ dollars due to them by the said Harry January, which said payment is to be made out of the proceeds derived from the sale of the property mentioned in said bill or out of any other funds or property which may come into the control of the Court in this cause, and that they may be afforded such other and general relief as the nature of their case may require, and to equity shall seem meet.

And your petitioners will ever pray.

D. Levinstein
Trading in the Baltimore
Shoe House ^{ER David Jr}
By *P. J. J. J.*
STATE OF MARYLAND, ^{PQ}

Israel Levinstein

CITY OF BALTIMORE, to wit :

This day personally appeared before me, the undersigned, a Commissioner of Deeds for the State of Virginia, residing in Baltimore City in the State

2-7-6
of Maryland *Israel Livingston* who being by me first duly
sworn made oath that the matters and things in the foregoing
bill petition stated upon his own knowledge are true, and
those derived from the information of others, he believes to
be true, given under my hand and official seal this 30th
day of *October* 1930.

Thompson Barrett

a Commissioner of Deeds for
the State of *Virginia*
residing in Baltimore City,
in the State of Maryland.



STATE OF MARYLAND,

City of Baltimore,

ss.

AFFIDAVITS.

ACKNOWLEDGEMENTS.

J. KEMP BARTLETT, Jr.

N. E. Cor. Baltimore and St. Paul Sts.

BALTIMORE, MD.

Commissioner of Deeds for all the States.

Taking TESTIMONY a Specialty.

By the use of Phonographs and the assistance of expert Stenographers, depositions are promptly and carefully taken, with less expenditure of time and consequently at greatly reduced cost to clients.

It is Hereby Certified, That on this 30th day of October, A. D. 1896, before me, J. Kemp Bartlett, Jr., a commissioner of the State of Virginia, residing in the City of Baltimore, State of Maryland, duly commissioned and qualified and authorized to administer oaths and affirmations, and to take the acknowledgments of deeds and other instruments of writing to be used and recorded therein, personally appeared Israel Levinstein who being duly sworn by me according to law, on his oath says, he is a ~~partner in the firm of~~ alone doing business as the Baltimore Shoe Co, the said firm is composed of

that the annexed account is correctly made out from the books of original entry kept by him, that the said claim is just and true, as stated, and is unpaid, and that he, deponent, knows the justness of said claim; that no part or parcel thereof has been received by him or by any or either of them, or by any person for him directly or indirectly, to the best of his knowledge and belief, nor has any security or satisfaction been had for the same, more than the credit stated and given on said account, that the full sum of \$121 30 is now justly due and owing, with interest, by 4 January to Baltimore Shoe Co without any deduction or offset.

Israel Levinstein

~~And on the same day personally appeared _____, who being duly sworn by me, according to law, on his oath says, that he was a clerk in the employ of said _____ at the time the goods, wares and merchandise charged in the annexed account were sold and delivered, that the goods so charged were sold and delivered as charged, and at prices charged in the said account, and that the prices charged were fair and reasonable when the goods were sold.~~



SWORN TO and subscribed before me, this 30th day of October, A. D. 1896.

AS WITNESS, my hand and official seal at Baltimore aforesaid.

J. Kemp Bartlett, Jr.
A Commissioner of the State of Virginia,
residing in Baltimore City, in the State of Maryland.

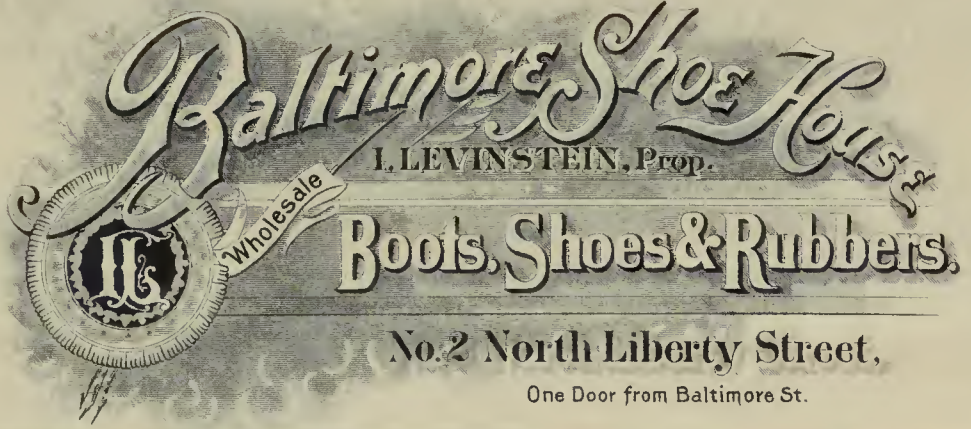
Baltimore, Aug 4 1896

Mr. H. January

Suffolk Va

Bought of

Terms



All Claims must be made within
5 days of receipt of Goods.

424	12	Mens Bats	100	12	
324	6	" Crry	100	6	
327	12	" 2	100	12	
542	6	" Bats	100	6	
557	12	" 3	125	15	
558	12	" 2	125	15	
381	6	" Crry	125	7 50	
1124	12	Lad But	75	9	
1123	12	" "	75	9	
1024	12	" Pol	75	9	
1025	12	" "	75	9	
218	24	Mens Creed	87 1/2	21	
					121 50

The Globe Hat Co

vs Equity

14. January Etas

Petition of Sherman

1896 Filed New York

A. G. Gomer Clark

IN THE CIRCUIT COURT OF HANSEMOND COUNTY, VIRGINIA.

Shelton Hal Co
Baker & Ginsberg

Plaintiffs

vs. (In Chancery

Harry January et al.

Defendants.

Your petitioners, *J. Epstein* ^{*and M. Shapiro*}

partners
~~partners~~ doing business and trading as *J. Epstein*
Chapman
Chapman ^{*et al.*} respectfully show unto your Honor as follows :

FIRST. That on the....*5th*.....day of
..*October*..... in the year eighteen hundred and
ninety-six that said Harry January, one of the defendants
in the above entitled cause, was indebted to your petition-
ers in the sum of...*\$240.⁷⁰*.... dollars for goods, wares
and merchandise sold and delivered to said Harry January.
All of which said sum of...*\$240.⁷⁰*....dollars is still
due by the said Harry January to your petitioners, an item-
ized statement of which is hereto annexed, marked Exhibit
"A" and prayed to be read as a part of this petition.

SECOND. That the above named plaintiffs filed
their certain bill in Chancery to the above entitled cause
against Harry January, I. P. January and others, praying
that the delivery, conveyance and disposition of certain
goods therein mentioned from the said Harry January to the
said I. P. January and set aside and declared fraudulent,
null and void ; that an injunction be issued enjoining and

restraining the said Harry January and the said I. P. January from selling and disposing of the said goods or disposing of the proceeds of any of the said goods which have been sold ; that an account may be taken of all of the said goods now in the possession of the said Harry January of the said I. P. January, or either of them, and that an account may be taken of the proceeds of all the goods disposed of by the said I. P. January, and that he may be made personally liable therefor ; that a receiver be appointed to take charge of the said property and hold the same or dispose of the same and hold the proceeds of the sales thereof subject to the future order of this Court, and for certain other matters and things in said bill fully set forth and described to which said bill reference is hereby made.

Your petitioners now say, that they have read the said bill and believe the allegations therein contained are true ; that they are acquainted with the facts and circumstances therein alleged, and believe, and therefore so charge, that the allegations in said bill contained, are true and correct, and they here refer to same, and ask that they be treated as a part hereof as fully and completely as if the same were here again repeated and fully set forth.

And your petitioners especially charge that the said alleged conveyance, transfer ~~and~~ or assignment of the said stock of goods from the said Harry January to the said I. P. January is without any adequate or legal consideration ; is merely a pretended transfer or assignment ;

that the said goods are now, and have been, before and since the date of said pretended assignment the property of the said Harry January, and liable to the satisfaction of the claims of your petitioners and others, and that the said pretended transfer or assignment was made for the sole purpose of hindering, delaying and defrauding your petitioners and other creditors of the said Harry January and is wholly fraudulent, fictitious and void.

Wherefor your petitioners pray that they may be made parties plaintiff in the above entitled cause ; that a decree may be entered directing the payment to them of the said sum of ^{\$240.70} ~~100~~dollars due to them by the said Harry January, which said payment is to be made out of the proceeds derived from the sale of the property mentioned in said bill or out of any other funds or property which may come into the control of the Court in this cause, and that they may be afforded such other and general relief as the nature of their case may require, and to equity shall seem meet.

And your petitioners will ever pray.

in shape
~~of Epstein to say~~
~~the case from court of C~~
~~of Epstein to say~~
~~By P. J. M. P. Q.~~

J. Epstein

STATE OF MARYLAND,

CITY OF BALTIMORE, to wit :

This day personally appeared before me, the undersigned, a Commissioner of Deeds for the State of Virginia, residing in Baltimore City in the State

of Maryland *J. Epstein* who being by me first duly
sworn made oath that the matters and things in the foregoing
~~will~~ petition stated upon his own knowledge are true, and
those derived from the information of others, he believes to
be true, given under my hand and official seal this *30th*
day of *October* 1896.



Alvin Bartlett Jr

a Commissioner of Deeds for
the State of *Virginia*
residing in Baltimore City,
in the State of Maryland.

22/10/1876

of Maryland *R. E. Feltus* who being by me first duly sworn made oath that the matters and things in the foregoing bill petition stated upon his own knowledge are true, and those derived from the information of others, he believes to be true, given under my hand and official seal this 30th

day of October 1876.

Henry D. Feltus

a Commissioner of Deeds for
the State of Virginia
residing in Baltimore City,
in the State of Maryland.



*moving
Hoffack
va*

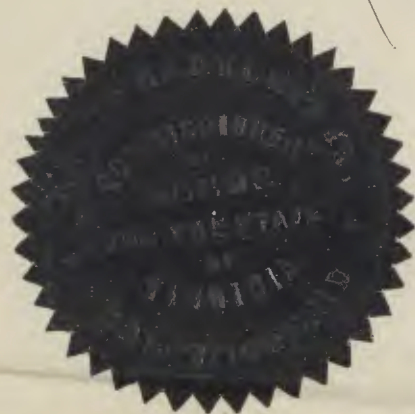
AFFIDAVITS. ACKNOWLEDGEMENTS.
J. KEMP BARTLETT, Jr.
N. E. Cor. Baltimore and St. Paul Sts.
BALTIMORE, MD.
Commissioner of Deeds for all the States.
Taking TESTIMONY a Specialty.
By the use of Phonographs and the assistance of expert Stenographers, depositions are promptly and carefully taken, with less expenditure of time and consequently at greatly reduced cost to clients.

STATE OF MARYLAND, }
City of Baltimore, } ss.

It is Hereby Certified, That on this 30th day of October, A. D. 189 6, before me, J. Kemp Bartlett, Jr., a commissioner of the State of Virginia, residing in the City of Baltimore, State of Maryland, duly commissioned and qualified and authorized to administer oaths and affirmations, and to take the acknowledgments of deeds and other instruments of writing to be used and recorded therein, personally appeared James Epstein who being duly sworn by me according to law, on his oath says, he is a partner in the firm of J. Epstein & Co, the said firm is composed of James Epstein & Mayer Shapiro's that the annexed account is correctly made out from the books of original entry kept by them, that the said claim is just and true, as stated, and is unpaid, and that he, deponent, knows the justness of said claim; that no part or parcel thereof has been received by them or by any or either of them, or by any person for them directly or indirectly, to the best of his knowledge and belief, nor has any security or satisfaction been had for the same, more than the credit stated and given on said account, that the full sum of \$ 246⁷⁶ is now justly due and owing, with interest, by 16 January to J. Epstein & Co without any deduction or offset.

James Epstein

And on the same day personally appeared _____, who being duly sworn by me, according to law, on his oath says, that he was a clerk in the employ of said _____ at the time the goods, wares and merchandise charged in the annexed account were sold and delivered, that the goods so charged were sold and delivered as charged, and at prices charged in the said account, and that the prices charged were fair and reasonable when the goods were sold.



SWORN TO and subscribed before me, this 30th day of October, A. D. 189 6
AS WITNESS, my hand and official seal at Baltimore aforesaid.

J. Kemp Bartlett, Jr.
A Commissioner of the State of Virginia,
residing in Baltimore City, in the State of Maryland.



J. EPSTEIN.

M. SHAPIRO.

STATEMENT

Baltimore, Oct 29 1896

Mr 24 January
 Suffolk Va
 To THE CHESAPEAKE CLOTHING MFG CO. DR.

J. EPSTEIN & CO., PROPS.

SPECIALTIES IN
 Childrens' and
 Youths' Clothing

27 Hanover Street.

Feb	25	To	Misc	269 20
Mar	12	"	"	15 75
Apr	28	"	"	48 75
Sept	10	"	"	117 75
				<u>\$481 45</u>

Mar	24	By	Cash	100
Apr	1	By	Misc	15 75
May	29	By	Cash	75
Oct	5	"	"	50
				<u>\$240 75</u>
Balance				\$240 40

Positively no Goods taken back unless damaged. All claims to be made within Five days after receipt of Goods.



J. EPSTEIN,
M. SHAPIRO.

Baltimore,

Feb 25 1896

Mr H January
Suffolk Co.



The Chesapeake Clothing M'g Co.

J. EPSTEIN & CO., PROPS.

SPECIALTIES IN
Childrens' and
Youths' Clothing.

TERMS.....

No. 27 Hanover Street.

819	5	Mens Suits
815	6	" "
848	12	" "
796	6	" "
454	6	" "
811	6	"Youth"
1050 ^a	12	Boys "
1050 ^b	12	" "
803	12	" "
840	12	P ^r Pants
811	12	Mens Suits

5 ⁰⁰	25
425	25 50
562 ²	64 50
284 ²	17 25
250	15
262 ²	15 75
115	13 80
115	13 80
130	15 60
162 ²	19 50
334 ²	40 50

269 50

Positively no Goods taken back unless damaged. All claims to be made within Five days after receipt of Goods.



J. EPSTEIN,
M. SHAPIRO.

Baltimore,

Apr 28 1896

Mon 24 January Suffolk Va



The Chesapeake Clothing M'g Co.

J. EPSTEIN & CO., PROPS.

SPECIALTIES IN
Childrens' and
Youths' Clothing.

TERMS

No. 27 Hanover Street.

848	6	Mens Suit	5372	3225	
811	6		325	1950	
820	4	Coats & Vest	300	12	
808	6	Youth Suit	250	15	
					\$7875

Positively no Goods taken back unless damaged. All claims to be made within Five days after receipt of Goods.



J. EPSTEIN,
M. SHAPIRO.

Baltimore, *Mon 15 1896*

Mr H January

Suffolk Va



The Chesapeake Clothing M'g Co.

J. EPSTEIN & CO., PROPS.

SPECIALTIES IN
Childrens' and
Youths' Clothing.

TERMS.....

No. 27 Hanover Street.

8 11 6 Youth Suits 26 1/2 15 75 \$15 75

Positively no Goods taken back unless damaged. All claims to be made within Five days after receipt of Goods.



J. EPSTEIN,
M. SHAPIRO.

Baltimore, Sept 10 1896

Mr H January Suffolk Va



The Chesapeake Clothing M'fg Co.

J. EPSTEIN & CO., PROPS.

SPECIALTIES IN
Childrens' and
Youths' Clothing.

TERMS

No. 27 Hanover Street.

1203	12	Boys Suits	137 ²	16 50
1021	6	Mens	375	22 50
1073	4	"	450	18
1073	4	"	450	18
1018	6	"	325	19 50
1021	6	Youth	387 ²	23 25
				117 75

The Globe Hat Co
vs Equity
Hannay Etal

Petition of J. Epstein
vs Co

1896 Filed Nov 4th
A. Plameny Clerk

If prices and terms are not as agreed, notify us at once.

No claims allowed at time of settlement.

All claims for allowance to be made within Three Days after receipt of goods. Goods shipped at owner's risk.
All payments must be made direct to the house.

New York, Sept 16 1896

Mr. H. January

Suffolk

M. H. ROSEN.
S. LINK.

Bought of Rosen & Link,

Va

MANUFACTURERS OF SHIRTS,

TERMS

Oct 1, Net 30

21 WALKER STREET.

	1/2	Doz sweaters	6 50	9 75
702	1/2	flannel shirts	10.-	5 00
1040	1/2	"	9.-	4 50
719	1	"		9 00
701	1	"		8 50
1108	1	"		6 25
723	1	"		5 50
274	2	Jerseys knit	4 25	8 50
1	2	"	4 -	8 00
214	2	"	3 -	6 00
673	2	"	3 75	7 50

\$78 50

O. L. Humphreys Bill

In the Circuit Court of City of Norfolk.

The Globe Hat Co

Plaintiff,

v.s

In Chancery.

Elfanny et al

Defendants.

To the Honorable Judge of said Court:

Humbly complaining show unto your Honor your petitioner, S.

M. S. Rosen and S. Rind partners trading
as Rosen & Rind

as follows:

The defendant ^{Elfanny} is indebted to your petitioner in the sum of \$ 98⁵⁰ for the price and value of goods, wares and merchandise previously sold and delivered to him by your petitioner at the special instance and request of the said Rosen & Rind a true and correct account whereof is herewith filed as exhibit, that no part of the same has been paid, but the same is still due and unpaid.

That on the day of Aug 21, 1897, the above named plaintiff filed bill in this Court, alleging that the deed which was executed on the day of 189 to Trustee, was made by the said with the intent to hinder, delay and defraud the plaintiff and other creditors of said Hat Co and praying that the same may be set aside and that the assets of said Elfanny should be distributed among the creditors of said Elfanny according to their respective priorities, under the control and direction of this Court.

Your petitioner prays that he may be admitted as party plaintiff to this suit contributing to the cost of the same, that they adopt as their own the allegations of said bill, that an account of his debt may be taken, that the said deed may be set aside, that your petitioner's debt may be paid in full out of the fund under the control of this Court in said cause, and that they may have such other, further and general relief as the nature of his case may require, and to equity seem meet. And they will ever pray, &c.

Rosen & Rind by
Holland Mann & Baird
PQ

City of Norfolk, to-wit:

I, E. F. Dorsey a Notary Public, for the city aforesaid, in the State of Virginia, do certify that P. F. Mann & Baird for Rosen & Rind this day personally appeared before me, in the City aforesaid, and made oath that the statements contained in the foregoing bill, so far as made of his own knowledge, are true, and so far as made upon information derived from others, he believes them to be true.

Given under my hand this 9 day of Oct 1897.

E. F. Dorsey
Notary Public.

The Geobiosat Coy
vs. Equity
H. January et al

Petition of Rosine Thine

Filed Nov. 8th 1897
A. L. Gomer Clerk

State of Maryland } ss.

CITY OF BALTIMORE.

BE IT REMEMBERED, that on this 11th day of November A. D. 1896,
before me, W. H. H. RALEIGH, a commissioner of the State of Virginia, residing
in the City of Baltimore, State of Maryland, duly commissioned by the Executive Authority and under the laws of
the State of Virginia, and authorized to administer oaths and affirmations, and to take the
acknowledgments of deeds and other instruments of writing to be used and recorded therein, personally appeared
Jacob M. Leay, who being duly sworn by me according to law, on his oath
says that he is a partner in the firm of Jacob M. Leay & Co
and that the said firm is composed of Jacob M. Leay alone
that the annexed account is correctly made out from the books of original entry, kept by them; that the
said claim is just and true, as stated, and is unpaid; and that he, deponent, knows the justness of said claim; that no
part or parcel thereof has been received by them, or by any or either of them, or by any person
for them directly or indirectly, to the best of his knowledge and belief, nor has any security or satisfaction
been had for the same more than the credit stated and given on said account; that the full sum of \$ 37.50
is now justly due and owing, with interest, from Jacob M. Leay & Co without any deduction or offset.
to said Jacob M. Leay & Co.

And at the same time appeared Jacob M. Leay, who being duly sworn by me according to
law, on his oath says that he was a clerk in the employ of said Jacob M. Leay & Co
at the time of goods, wares and merchandise charged in the annexed account were sold and delivered;
that the goods so charged were sold and delivered as charged, and at the prices charged in
said account, and that the prices charged were fair and reasonable when the goods were sold.

Sworn to and Subscribed before me this 11th day of Nov A. D. 1896.
As Witness my hand and official seal at Baltimore aforesaid

W. H. H. Raleigh

A Commissioner for the State of

Virginia
N. W. Cor. Sharp and German Streets.



~~NO~~ Positively NO GOODS TAKEN BACK UNLESS DAMAGED.

~~NO~~ GOODS SHIPPED AT PURCHASER'S RISK ONLY.

Baltimore, Md. Sept 26 1896

Mess H. January & Co

Suffolk

Bought of JACOB M. LEVY & CO.,

Manufacturers of

Any objections to TERMS and PRICES as stated on this bill must be reported AT ONCE, as no change will be made.

~~NO~~ Overdue accounts subject to draft at sight, without notice,

TERMS { 6 off for Cash.
5 " 30 Days.

Positively no Discount Allowed after bills are due.

THE FAMOUS



KNEE PANTS.

106 HANOVER ST.

1636	6	Coats & Vest
1641	6	"

2215	1650		
350	2100	37	50

IN THE CIRCUIT COURT OF HANRISON COUNTY, VIRGINIA.

The Globe Hat Co
~~James A. Haysberg~~

Plaintiffs

vs. (In Chancery

Harry January et al.

Defendants.

Your petitioner, *Jacob M. Levy*

~~petitioner's sole business and trading as~~

respectfully show unto your Honor as follows :

FIRST. That on the.....*26th*.....day of
Sept..... in the year eighteen hundred and
ninety-six that said Harry January, one of the defendants
in the above entitled cause, was indebted to your petition-
ers to the sum of.....*Thirty seven ⁵⁰/₁₀₀* dollars for goods, wares
and merchandise sold and delivered to said Harry January.
All of which said sum of.....*37⁵⁰*.....dollars is still
due by the said Harry January to your petitioners, an item-
ized statement of which is hereto annexed, marked Exhibit
"A" and prayed to be read as a part of this petition.

SECOND. That the above named plaintiffs filed
their certain bill in Chancery to the above entitled cause
against Harry January, I. P. January and others, praying
that the delivery, conveyance and disposition of certain
goods therein mentioned from the said Harry January to the
said I. P. January and set aside and declared fraudulent,
null and void ; that an injunction be issued enjoining and

restraining the said Harry January and the said I. P. January from selling and disposing of the said goods or disposing of the proceeds of any of the said goods which have been sold ; that an account may be taken of all of the said goods now in the possession of the said Harry January or the said I. P. January, or either of them, and that an account may be taken of the proceeds of all the goods disposed of by the said I. P. January, and that he may be made personally liable therefor ; that a receiver be appointed to take charge of the said property and hold the same or dispose of the same and hold the proceeds of the sales thereof subject to the future order of this Court, and for certain other matters and things in said bill fully set forth and described to which said bill reference is hereby made.

Your petitioners now say, that they have read the said bill and believe the allegations therein contained are true ; that they are acquainted with the facts and circumstances therein alleged, and believe, and therefore so charge, that the allegations in said bill contained, are true and correct, and they here refer to same, and ask that they be treated as a part hereof as fully and completely as if the same were here again repeated and fully set forth.

And your petitioners especially charge that the said alleged conveyance, transfer and or assignment of the said stock of goods from the said Harry January to the said I. P. January is without any adequate or legal consideration ; is merely a pretended transfer or assignment ;

that the said goods are now, and have been, before and since the date of said pretended assignment the property of the said Harry January, and liable to the satisfaction of the claims of your petitioners and others, and that the said pretended transfer or assignment was made for the sole purpose of hindering, delaying and defrauding your petitioners and other creditors of the said Harry January and is wholly fraudulent, fictitious and void.

Wherefor your petitioners pray that they may be made parties plaintiff in the above entitled cause ; that a decree may be entered directing the payment to them of the said sum of.....dollars due to them by the said Harry January, which said payment is to be made out of the proceeds derived from the sale of the property mentioned in said bill or out of any other funds or property which may come into the control of the Court in this cause, and that they may be afforded such other and general relief as the nature of their case may require, and to equity shall seem meet.

And your petitioners will ever pray.

P. J. Morris
E. P. Baird Jr. } Attys
E. S. Kallond

Jacob M. Levy

STATE OF MARYLAND,

CITY OF BALTIMORE, to wit :

This day personally appeared before me, the undersigned, a Commissioner of Deeds for the State of Virginia, residing in Baltimore City in the State

of Maryland *Jacob M. Leay* who being by me first duly
sworn and oath that the matters and things in the foregoing
petition stated upon his own knowledge are true, and
those derived from the information of others, he believes to
be true, given under my hand and official seal this
day of *October* 1896.



W. H. H. Raleigh
Commissioner of Deeds for
State of Virginia
in Maryland residing
in City of Baltimore

Book 1511
1896
1511

The Globe Hat Co
to Peter H. Newbury
St. James Road

to
the
Globe
Hat
Co
St. James
Road
St. James
Road
St. James
Road



Nov 14th 1896
Filed A. G. Mearns Clerk

Long

ALL CLAIMS MUST BE MADE WITHIN 5 DAYS AFTER RECEIPT OF GOODS.

New York July 24

1896

M H January Suffolk Va

Bought of ROSE BROS.,

MANUFACTURERS OF

MEN'S PANTS,

TERMS

715-717 BROADWAY.

9838, 9592.	8 pair pants	@	3.00	\$	24 00
9600	4 -	-	3.00	"	12 00
9644 10002	12 -	-	2.50	"	30 00
9002 9752	12 -	-	2.50	"	30 00
9758	4 -	-	2 7 1/2	"	11 50
9744 9746	2 dz	-	10.00	"	20 00
9752	4 pair	-	2 70	"	10 80
9692	4 -	-	1 90	"	7 80
9860	4 -	-	2 75	"	11 00
					157 10

Salesmen are not authorized to collect unless so instructed.

All payments must be made to the house direct.

600
450
250
150
100
50
17.00

22.50
500

32

1000
109.50
15

164
110
274
100
374
125.00
391
3

to Transmitt
Court of the City of Norfolk.

Plaintiff,

Defendants.

In Chancery.

Humbly complaining shew unto your Honor your petitioner,

Share of Rose partners trading as Rose Bros

as follows:

The defendant ~~is~~ ^{Hannay} indebted to your petitioner in the sum of \$ 157 10
for the price and value of goods, wares and merchandise previously sold and delivered to him
by your petitioner at the special instance and request of the said ^{Hannay}
a true and correct account whereof is herewith filed as exhibit, that
no part of the same has been paid, but the same is still due and unpaid.

That on the _____ day of Oct, 1896, the above named plaintiff filed bill in this Court, alleging that the ~~debt~~ ^{bill of sale} which was executed on the 13 day of Oct, 1896 to J. P. Jannay Trustee, was made by the said J. P. Jannay with the intent to hinder, delay and defraud the plaintiff and other creditors of said J. P. Jannay and praying that the same may be set aside and that the assets of said J. P. Jannay should be distributed among the creditors of said J. P. Jannay according to their respective priorities, under the control and direction of this Court.

Your petitioner ~~Spray~~ ^{that} ~~they~~ may be admitted as part plaintiff to this suit contributing to the cost of the same, that ~~they~~ adopt as ~~this~~ own the allegations of said bill, that an account of ~~this~~ debt may be taken, that the said deed may be set aside, that your petitioner's debt may be paid in full out of the fund under the control of this Court in said cause, and that ~~they~~ may have such other, further and general relief as the nature of ~~this~~ case may require, and to equity seem meet. And ~~they~~ will ever pray, &c.

Rue Bro

12

Holland Morris Band
PQ

I, Ed. Conway a Notary Public, for the city aforesaid, in the State of Virginia, do certify that Ed. Conway ad for R. B. B. this day personally appeared before me, in the City aforesaid, and made oath that the statements contained in the foregoing bill, so far as made of his own knowledge, are true, and so far as made upon information derived from others, he believes them to be true.

Given under my hand this 9 day of Oct 1897

J. Doran

Notary Public.

The Globe Hat Co
vs Ewert

Hannay Et al

Pitkin of Rose Bros

Filed Nov. 8th 1894
S. J. Gomer clerk

State of Maryland

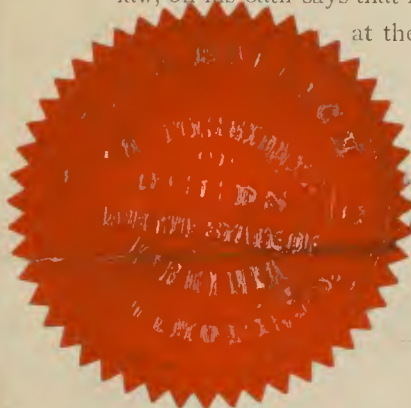
CITY OF BALTIMORE.

BE IT REMEMBERED, that on this 5th day of November A. D. 1896,
before me, W. H. H. RALEIGH, a commissioner of the State of Virginia, residing
in the City of Baltimore, State of Maryland, duly commissioned by the Executive Authority and under the laws of
the State of Virginia, and authorized to administer oaths and affirmations, and to take the
acknowledgments of deeds and other instruments of writing to be used and recorded therein, personally appeared
Simon Ades, who being duly sworn by me according to law, on his oath
says that he is a partner in the firm of Ades Bros & Co
and that the said firm is composed of A. Ades, Simon Ades & M. J. Ade
that the annexed account is correctly made out from the books of original entry, kept by them; that the
said claim is just and true, as stated, and is unpaid; and that he, deponent, knows the justness of said claim; that no
part or parcel thereof has been received by them, or by any or either of them, or by any person
for them directly or indirectly, to the best of his knowledge and belief, nor has any security or satisfaction
been had for the same more than the credit stated and given on said account; that the full sum of \$ 28,05
is now justly due and owing, with interest, from Ades Bros & Co by N. January without any deduction or offset.
to said Simon Ades

And at the same time appeared Ades Bros & Co, who being duly sworn by me according to
law, on his oath says that he was a clerk in the employ of said Ades Bros & Co
at the time of goods, wares and merchandise charged in the annexed account were sold and delivered;
that the goods so charged were sold and delivered as charged, and at the prices charged in
said account, and that the prices charged were fair and reasonable when the goods were sold.

Sworn to and Subscribed before me this 5th day of Nov A. D. 1896.
As Witness my hand and official seal at Baltimore aforesaid

W. H. H. Raleigh
A Commissioner for the State of Virginia
N. W. Cor. Sharp and German Streets.



POSITIVELY NO GOODS TAKEN BACK.

ALL CLAIMS FOR DAMAGES OR DEFICIENCIES TO BE MADE WITHIN 5 DAYS.

Baltimore, *Sep. 28th* 189*6*

Mr. W. January. Supplier

Bought of **ADES BROS. & CO.,**

H. ADES.
S. ADES.
M. J. ADES.

MANUFACTURERS
... OF ...

Umbrellas and Parasols,

TERMS: *1/2*

35 Hanover Street, near Lombard.

Settlement is expected to be made strictly in accordance with terms on bill.

NOS.	QUANTITY	SIZE		PRICE		
<i>501-2</i>	<i>12</i>	<i>26x8</i>	<i>Umbrellas</i>		<i>525</i>	
<i>572 } 2</i>	<i>6</i>	<i>"</i>	<i>"</i>	<i>75</i>	<i>450</i>	
<i>538 } 2</i>	<i>4</i>	<i>"</i>	<i>"</i>	<i>70</i>	<i>280</i>	
<i>612 D</i>	<i>1</i>	<i>26</i>	<i>"</i>	<i>125</i>	<i>500</i>	
<i>506 E,</i>	<i>6</i>	<i>26x8</i>	<i>"</i>	<i>60</i>	<i>360</i>	
<i>500 B</i>	<i>3</i>	<i>30x32</i>	<i>"</i>	<i>65</i>	<i>195</i>	
<i>537 a</i>	<i>3</i>	<i>26x8</i>	<i>"</i>	<i>65</i>	<i>195</i>	
<i>617 D</i>	<i>4</i>	<i>"</i>	<i>"</i>	<i>75</i>	<i>300</i>	<i>28.05</i>

The Globe Hat Co

100 Garrison road

To the Circuit Court of Hansemond County:

The petitioners H. Aides, Simon Aides and W. J. Aides

merchants and partners trading as Aides Bros Co

respectfully represent to the court that H. January is justly indebted to them in the sum of \$ 28.05⁰⁰ evidenced by open account, dated 28th day of Sept 1896 for goods, wares and merchandise ^{before that time} bargained, sold and delivered by the petitioners to the said H. January at his special instance and request. A copy of the account is herewith filed and asked to be read as a part of this petition

That being indebted to various creditors, the said January has executed and delivered a conveyance of his personal property with intent to hinder delay and defraud the petitioners of and from what they are legally entitled to. That The Globe Hat Company, who allege that they are creditors of the said H. January, have recently instituted a chancery suit in the Circuit Court of Hansemond County against the said H. January and others, for the purpose of annulling and setting aside the said conveyance because, as they allege, such conveyance is voluntary, fraudulent and void, which suit is now pending in this court.

The petitioners join in all the allegations and prayers of the bill which has been filed in said suit, and pray that they may be admitted as parties plaintiff in the said suit, that the debt due to them may be paid out of any money or the proceeds of any property which may be under the control of the court in said cause, and that if such funds are insufficient to pay their said debt, that a personal decree may be rendered in their favor against the said H. January for any balance which may be due to them and for such other, further and general relief as the nature of their case may require and the principles of equity may justify.

And the petitioners will ever pray, &c.

Aides Bros Co

By Baine, Morris P. J. and
E. E. Skene, Their Attys

The Globe Hat Co
vs. Petition of Ades Bros & Co
H. January and others

Filed Nov 12th 1896
A. P. Gomer Clerk

The Globe Hat Co.

¹⁰³
I. O. Journey ~~hat~~

Virginia:-
Nassau County to wit:-

I, A. H. Baker ~~Sherriff~~ do solemnly swear that I am the Sheriff of Nassau County, that I am acquainted with Welf Catzen or Welf Kateent who has made and filed affidavit in the cause of the Globe Hat Company vs H. Journey and I, O. Journey and from my knowledge of the said Welf Catzen and of his reputation for truth and veracity I would not believe him on oath:
From my knowledge of the man I do not think his testimony is to be relied on in any matter when he has a personal interest or in any case when he has a personal prejudice against any party engaged as plaintiff or defendant in such suit. A. H. Baker ~~Sherriff~~

Subscribed and

Signed before me in the said
County and State by A. H. Baker
on this 11th day of November 1896,
R. H. Hawley
N. D.

The Globe Hat Co

²¹
I. O. January 21st
Virginia:-

Nauvoo County Terr:-

I J. D. Daugherty
do solemnly swear that I
well know W. L. Latham and
that his reputation for truth
and veracity is very bad
and from my knowledge of
the man I cannot not
believe him on oath

J. D. Daugherty

Sworn to and Subscribed before
me in my said County }
J. D. Daugherty on this 12th day
November 1886.

R. H. Hawley
Notary Public

The Globe Hat Co.

vs

H. Janney and L. P. Janney

Virginia:-

Wauseannd County to wit:-

I, R. H. Rawls do
solemnly swear that the con-
tract of sale made by H. Jan-
ney to L. P. Janney and a
which copy of which is filed
with the Complainants Bill
in the above case was
made, signed and acknowledged
on the 13th day of October 1896,
R. H. Rawls.

Virginia:-

Wauseannd County to wit:-

I, J. W. Burzro
a Notary Public in the County &
state aforesaid do certify that R.
H. Rawls who name is signed
to the writing above for this
day made oath before me
in my said County that the
facts therein stated are true.
Given under my hand this
11th day of October 1896,
J. W. Burzro
Notary Public

The Globe Hat Co

I. P. Jannay ^{of} do

Virginia:-
Naucesumul County to wit:-

I, I. P. Jannay do
solemnly swear that I did not
on the 15th day of October 1896 on
at any other time have a con-
versation with Solomon Ginsburg
or any one else in which I
stated that I had a bill of sale
for the stock of goods of H. Jan-
nay before he the said H. Jannay
went north to buy goods, or that
~~I myself said said H. or that~~
H. Jannay & myself had set up
all night trying to devise a
way to break his crutches; or that
I kept a bill of sale in my
pocket for some time, or that
I carried ship over to the Court
house and record it, whenever
I desired to do so; nor that
H. Jannay gave me and I took
a bill of sale for the purpose
of beating his crutches, I do
further solemnly swear that I
have ^{heard} read the affidavits of
W. Catgen, J. Klivonsky, M.
Markel, Solomon Ginsburg, and S.

Leatzen

and that I never had any
such conversations or stated
therein or even made any
such statements or therein con-
tained and that the said
affidavits are wholly and
absolutely false in fact.
I further swear that the said
W. Leatzen is a personal
enemy of mine and I would
have told him nothing in
confidence. I do further swear
that William Ginsburg and
I made a sum to support to
look after bills due to H. Jour-
ney and asked me several
questions in relation to my
purchase of the stock of goods
of H. Journey and that I
gave them the same expla-
nation as I have stated in
my sworn filed in this case
and after I gave them no
further information on the
subject or I had him to
give them. I further swear
that I did not purchase the
said stock of goods with

any fraudulent intent but
acted in perfect good faith
and that I did not know
of any intention on the part
of H. Jarnum when he sold
me the goods to cheat or
deceive creditors.

J. P. Jarnum

Sworn to and subscribed before
me in my said County of &
P. Jarnum on this 11th day of
November 1886.

R. H. Rawls

Notary Public

The Globe Hotel Co

J. P. Jamney et al

Virginia:-

Wauseon County to wit:-

J. H. Jamney do
solemnly swear that I have
heard read the affidavits of
W. Leitzgen, J. Kliwancki, M.
Markel, Solomon Gumbig and
S. Leitzgen filed with the Rice
in this case and that I
never made any of the statements
to any of the said persons or
contained in the said af-
fidavits - Nor did any such
conversations ever take place
or therein stated. Some of my
architects ^{and their agents} Grit, Solomon Gumbig,
M. Markel, J. Kliwancki did come
to support some the 15th of October
and asked me in relation to
the list of work I had made to
J. P. Jamney and I do swear
that we agreed to see each
others and stated to them the
exact nature of the matter as
I have stated it in my an-
swers in this case. I did not
tell them I had tried to de-
vis a scheme to beat my
architects and had succeeded.

I did not say to W. Cotger that
my children might go to him
nor did I ever make to him
any similar remark. I explained
the matter exactly as it is stated
in the bill of sale. I told
them the facts as they appear
then and I told them no
more, and I referred them to
Mr. Briggs who drew the paper
and told them he could
tell them all about the
matter. I further swear that
the sale of the said goods was
not fraudulent, or made with
any fraudulent intent, but was
fair and made in good
faith.

10 January

Sworn to and subscribed before
me in my said County by H.
January on this 11th day of
November 1896,

R. H. Rawley
Notary Public

The Globe Hat Co et als v s H. January and I.P. January .

This cause came on this day to be again heard on the papers formerly read, and was argued by counsel.

And it appearing to the court from receipts in the possession of the defendants, and now filed with the papers in this case, from the complainants the Globe Hat Co, as well as from the petitioners Baker & Ginsberg, I. Levenstein, J. Epstein & Co, M. Schiller & Co, Ades Bros & Co, Paul S. Levy, Jacob M. Levy & Co, Rose Bros, Rosen & Link, and Bernstein & Co, these being all the complainants and petitioners, that the said complainants and pet^uitioners had been paid and satisfied in full by compromise for the amounts due them by the said defendants, which payments had been accepted in full discharge of their respective claims, the court doth order, adjudge, and decree, that ~~this case be stricken from the docket all the costs in the said case which have not been already paid to be paid by the said defendants~~ ^{the} amount in the hands of the

receiver E. E. Holland be paid over to the said H. January and I. P.

January v that the said receiver shall take their receipt for the same and file it with the papers in this cause; that the said defendants shall pay the costs in this suit, which have not already been paid; and it appearing that nothing further remains to be done in this cause, it is ordered that the same be stricken from the docket.

Herseywoodward Suffolk

Entered Octo 21, 1878
West Hillis
Entered in Chancery
Order Book No 3
Page 179.

ordered that the same be stricken from the record and that the clerk be directed to return the same to the parties. The court then ordered that the same be stricken from the record and that the clerk be directed to return the same to the parties. The court then ordered that the same be stricken from the record and that the clerk be directed to return the same to the parties.

The Ohio Lumber Co. of Wm. H. Jennings and J. S. Jennings.

The answer of J. P. Janney to a Bill of Complaint filed against him and H. Janney in the Circuit Court of Nausaunnet County by the Globe Hat Company; and to the several petitions filed in said cause by J. Epstein & Co and others.

This defendant now and at all times hereafter saving and reserving unto himself all benefit and advantage which can be taken to the many errors contained in the said Bill of Complaint, for answer thereto answers and says:-

That it is true that on the 13th day of October 1896 he purchased from the said H. Janney the stock of goods belonging to the said H. Janney and contained in the store No. 8 on Main Street in Suffolk Virginia and also all the fixtures &c as set forth in "Exhibit A" filed with the Complaints in this cause; that he paid for the said purchase the said sum of \$3531⁶⁹/₁₀₀ as stated in "Exhibit A" to the

H. January and that the said
sum was paid by him as fol-
lows: \$775- in Cash down at
the said time of sale; by the
surrender by him to the said H.
January of a bond of \$1475-
which had on it a credit of \$775-
which said bond or the \$700
part thereof was at that time due
to him by the said H. January
for his share of the old stock
of goods of H. January & Co. which
he had formerly sold to the
said H. January; by his giving
to the said H. January a ne-
gotiable note for the sum of
\$1800. and by his assuming
to pay to the said H. January
the sum of \$252⁶⁹ due by the
said H. January to Isaac Ciflin
and other creditors: all of said
sum amounting to the sum of
\$3531⁶⁹ the purchase price of the
said. He further says that the
said H. January was indebted
to him on the said 13th day of
October 1856 by the said bond
in the sum of \$700 which he

was anxious to collect and having
the said H. January say he
was anxious to pay the said sum
and not having the cash with
which to do so, and that he
was sick and anxious to go
out of business, the said defendant
proposed to him to buy out the
said stock of goods of the
said H. January and would allow the said \$2000 to
go in part payment and would
take his note for the said
sum of \$1800 and finding
the said H. January willing to
sell, they then and then and then
entered into the said agree-
ment marked "Exhibit A".
This defendant further says that
so far as he was concerned the
said purchase was made in per-
fect good faith and without any
intention whatever to defraud
the said complainant or any
one out of anything whatever.
That being a single man he
had but little expense and had
saved up a little money which
he invested in this enterprise in
the hope and expectation of making

an honest livelihood, that he
had no knowledge whatever of
any intent of the said H. Jerning
to make this sale to him for
the purpose of obtaining the
creditors of the said H. Jern-
ing or of hindering or
delaying them in the col-
lection of any of their just or
honest debts. He further says
he bought the said stock of
goods on the 13th day of October
1856 and paid for them as
set forth in said "Exhibit A"
and then and there on that
very day took possession of
the same.

He utterly and positively de-
nies that the said sale was
a mere pretended or fictitious
one or that it was in any
manner a fraudulent sale or
concealed in said line but he
says that on the contrary that
it was an open fair, honest
and bona fide transaction on
his part, and an honest effort
to put himself in a position

when he could make for
 himself a good living; that
 he bought the said goods, paid
 what little cash he had for
 them, surrounded a good land
 and got his own land and
 assumed other debts for the
 same. He utterly and posi-
 tively denies that he entered
 with the said H. Janning into
 any conspiracy whatever for
 the purpose of defrauding the
 said Comptrolleur or any
 body else, or for any other
 purpose whatever; and says
 that of the said H. Janning
 at the time of said sale that
 any such intention he this
 defendant had no knowledge
 whatever of it. He therefore
 denies all the said charges of
 fraud, conspiracy and an-
 lawful combination charged in
 said bill and says that all
 the said charges contained in
 said bill are to continue in
 each and every particular; and
 that all similar charges con-
 tained in the petition of J.

J. Epstein Dec, the Baltimore Shoe
house, Baker & Lumber, M. Schiele
Dec & others filed in this Court an
also untrue and false and un-
founded; He further says that he
has read the affidavits of Hoff
Wolf Catzen, J. Kliwinsky, M. Markel
Solomon Lumber and S. Catzen filed
with the said bill and that the
said affidavits are shamefully
and perfidiously false; that he
has never at any time to any per-
son made any such statements or
stated in said affidavits and that
said affidavits are all made by
persons actuated by craft and
malice and base motives and he
will abundantly prove when the
opportunity is given him;
He further says that while peacefully
pursuing his business his said
stock of goods has been seized by
a warrant of possession at the
request of the said complainants
who ~~is now~~ has ousted him and
taken possession of his property
and is now of assistance selling
his goods at shameful prices

intend to set aside
and annulled.

And for all such other further
general relief or this can only require
or to equity may seem meet may be granted from

and thereby putting him to great
loss and damage especially at
this season of the year when
sales of such goods are best.
that he has thus been deprived
of the means of making a
living out of the profits & what
he is justly and legally entitled to.
He therefore being fully aware
said bill and petition says
that the injunction awarded
against him may be ~~discontinued~~
dissolved at once: that the
possession of his said property
may be speedily restored to him:
that the ^{order appointing} said receiver be taken
off. ~~to the possession of~~
~~his said stock may be set~~
~~aside removed and that the~~
said bill and petition may
be dismissed and that he
may be henceforth relieved with his
reasonable costs in this behalf
expended or to be made good
by &c.

J. P. Lawrence

Virginia:-

Staunton County Court:-

J. R. Maule a Notary

public for the County of said in the
State of Virginia do certify that J.
O. Janning whose name is signed
to the above answer has this day
personally appeared before me in
my said County and being duly
sworn made oath that the
facts stated in said answer are
correct of his own knowledge and
true and that he obtained from the
knowledge ^{as reported} of others he believes to
be true. Given under my hand
this 8th day of October 1886,
R. H. Marsh, J. P.

Answer of

J. O. Janning

The answer of H. Janney to
a Bill of Complaint exhibited
against him in the Circuit
Court of Transylvania County
by the Globe Hat Company;
and to the several petitions
filed with said bill by J.
Epstein & Co and others;
This defendant now and at all
times hereafter saving and
reserving unto himself all
benefit and advantage of ex-
ception which can or may
be had or taken to the many
errors contained in the said
bill and petitions for answer
thereto answering says:-
That it is true that prior to the
13th day of October 1896 he was
engaged in the mercantile bu-
siness in the town of Suffolk
Virginia; that on the said
13th day of October 1896 having
made up his mind to quit the
said business and having a
fair and reasonable price
offered to him for his stock
of goods on hand and for his
store fixtures by his brother J. P.

January he agreed to sell
to said brother J. P. January
the said stock of goods and
store fixtures contained in the
store at No. 8 Main Street,
in Suffolk Virginia, and that
he did on the said 13th day of
October 1896 sell and convey
to the said J. P. January the
said stock of goods and
store fixtures for the fair and
reasonable sum of \$3531⁶⁹/₁₀₀
as set forth in "Exhibit A"
filed with the plaintiff's bill
and that the said \$3531⁶⁹/₁₀₀
was paid by the said J. P. Jan-
uary as follows: \$775⁻ in
cash at the time; the surren-
der of a bond for \$1475 - entitled
to a credit of \$775⁻; a negotiable
note made by the said J. P. January
and payable to the said H.
January for \$1800 and the
assumption of the sum of \$256⁶⁹/₁₀₀
due by the said H. January to
divers creditors as set forth in
"Exhibit A"; and he further
says that the said sale was

made in perfect good faith
by him for the said Consol-
idation and without any in-
tention on his part to hinder
or delay or defraud the
said Complainant or any
other creditor of this defendant;
that he expected and intended
and now expects and intends
to pay in full every dollar
he owes to the said Complain-
ant and to his other creditors
just as soon as he is in
a position and can realize
the money to pay with. He
further says that when the said
sale was made the said J. P.
Jannay paid to him the
said sum of \$775 in Cash;
that the said vendor delivered to
him the bond of \$1475 which
had on it a credit of \$775, this
being a bond which he owed
to J. P. Jannay and which was
then unpaid to the amount of
\$700 on the 13th day of October 1885
said bond having been given by
this defendant to the said
J. P. Jannay for his (the said

J. P. January) share of the said
store or when the former
firm of H. January & Co. dis-
solved some time (in the port):
that the said vendor further
made and delivered to this de-
fendant his negotiable note for
the sum of \$1800, and further
undertook and promised to
pay the sum of \$256⁶⁷/₁₀₀ due by
this defendant to Isaac Copley
and other creditors of this de-
fendant.

And this defendant utterly and
positively denies that the said
sale was made for the purpose
of defrauding the said Complain-
ants or any other creditor or of
hinderling or delaying them in
the collection of any of their
just debts or claims or for any
other illegal or immoral
purpose or charged in the
said bill; and he further
denies that the said sale was
a mere pretended or fictitious
sale or charged in said bill
but says that it was an open

honest, fair and bona fide sale in every particular and that the said stock of goods were then and there delivered and turned over to the said J. P. January, who then and there on the said 13th day of October 1886 took full custody of the same; that the said sale was made entered into and consummated on the said 13th day of October 1886 and not at any previous time. And he further says that he has not at any time said to any person whatever that he made the said sale for the purpose of cheating or defrauding his ~~said~~ creditors and that all assertions to this effect are false and slanderous. And he further says that he did not enter into any conspiracy with the said J. P. January whatever, to defraud his creditors or for any other purpose. That he parted with the said property in perfect good faith and for a good consideration intending to give the purchaser

thereby a perfect title to the
same; that at the time of the
said sale the said property was
his to dispose of or he thought
best and that the said Complain-
ant had no claim whatever on the
same and no right to interfere
with the same.

He therefore utterly and positively
and vehemently denies all
fraud, all conspiracy and
all unlawful combination in
reference to the said matter, and
says that the charges in said bill
and petitions are all false and
untrue and unfounded and
having just answered the same
to be hence dismissed with his
reasonable costs in this behalf
expended and he ever ever
Truly &c.

H. Janney

Virginia:-

Nassau and County Court:-

J. R. H. Rawls a Justice
of the Peace for the County of Nassau do
certify that H. Janney whose

Now is signed to the foregoing
answer for this day appeared before
me in said County and being
duly sworn made oath that all
the facts in said bill stated as
coming of his own knowledge
are true and that all other
facts therein stated or derived
from the knowledge or information
of others he believes to be true,
Given under my hand this 9th
day of November 1886.

R. H. Nichols N. J.

Answer.

of
H. January

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

To the Honorable Robert R. Prentiss, Judge of said Court:

Humbly complaining, sheweth unto your Honor, your orators, Abraham Greenstein and M. Markel, partners, trading under the firm, name, and style of The Globe Hat Company, in the City of Baltimore, in the State of Maryland, the plaintiffs in this cause, the following case: That Harry January has been, and was, for sometime prior ~~to~~ ^{up to} 1896, and until the 13th day of ~~October~~ 1896, engaged in the retail dry goods, notions, and general merchandise business, at No. 8 Main St Street, in the Town of Suffolk, in the County of Nansemond, and State of Virginia:

That on the 11th day of ~~January~~ ^{and various other dates} 1896, your complainants, at the instance, and request of the said Harry January, sold, and delivered to him, a large bill of goods and merchandise, amounting to the sum of \$176.63 ~~\$121.50~~, which said sum is now, and was, on the 13th day of ~~October~~ 1896, due, owing, and unpaid to your complainants, an itemized statement of which is filed herewith marked Exhibit "B.", and prayed to be read as a part of this bill; that the said Harry January, being so indebted to your orators, and also being largely indebted to other creditors, did, on and before the 13th day of

~~October~~ 1896, fraudulently conspire, and collude, with I. P. January a brother of the said Harry January, also of the said Town of Suffolk in the County of Nansemond, Virginia, to hinder, delay, and defraud your orators, and other creditors of the said Harry January, out of their just, and lawful claims, and that in pursuance of said conspiracy, and in furtherance of a plan then, and before that time devised, by, and between, the said Harry January, and the said I. P. January, brother of the said Harry January, to defraud your orators, and other creditors as aforesaid, the said Harry January, did, on the 13th day of ~~October~~ 1896, turn over, and deliver to the

said. I. P. January, as your complainants are informed, and believe, and therefore charge, without any adequate, or proper consideration therefor, and for the sole purpose of hindering, delaying, and defrauding your complainants, and other creditors, the entire stock of goods, wares, and merchandise, in the store occupied by the said Harry January, being the same goods, or a great portion thereof, sold, and delivered by your orators, and other creditors of the said Harry January, to him, the said Harry January, and believed to be of the value of about ~~\$50~~⁴4000, which said alleged conveyance, transfer, or assignment, purports to be, by virtue of a bill of sale for said goods, made by the said Harry January, to the said I. P. January, dated, on the 13th day of Oct-1896 and duly of record, in the Clerk's Office of Nansemond County, Virginia, a duly certified copy whereof is filed herewith, marked exhibit A, and prayed to be read, as a part of this Bill. And your complainants charge, that these goods were sold, and shipped to the said Harry January, upon credit by themselves, and other merchants residing outside of the Town of Suffolk, and State of Virginia, and that when said goods were sold to the said Harry January, and at the time of the receipt by him, of the said goods, he was actively engaged in the business of selling goods of the same kind, at retail, on said premises, ^{No}~~No.~~ 8 Main Street, in the Town of Suffolk, Virginia.

Your complainants aver, that the said I. P. January, was then a clerk in the store of the said Harry January, and is now pretending to conduct said business, for his own account, on the same premises, and with the same goods, or a great part thereof; that the control of said store, and the goods therein, is the same now, as at the time, said goods were sold by your complainants and others, to the said Harry January; that at the time of the said sale, said Harry January, was the owner of the said store and merchandise, and the said I. P. January, was a clerk in the said store, and that

J. E. Becker, ^{Stewart} A. H. and J. H. Stewart Mrs Susie
Stewart and C. A. Stoop trading as C. E.
Stewart Company Isaac Coplin
and trading as Isaac
Coplin Company -

now, said I. P. January, claims to be the owner of the said store, and the said Harry January claims to be the clerk of the said I. P. January, in the same store, for the conduct of the same business.

Your complainants charge, that the alleged transfer of the possession, and ownership of the said goods, from the said Harry January, to the said I. P. January, is merely a pretended one, and wholly fictitious, fraudulent and void, and that such pretended transfer, was made for the sole purpose of hindering, delaying, and defrauding your orators, and other creditors of the said Harry January, and that said goods are liable to the satisfaction of the claims of your orators, and other creditors of the said Harry January.

Your orators further aver, that the said Harry January has no other visible property of any kind, or any assets, which can be made liable to the payment of the debts of your orators, and other creditors, except the said stock of goods, so sought to be fraudulently, and fictitiously, conveyed, and transferred from the said Harry January, to the said I.P. January

In tender consideration whereof, and forasmuch as your orators are remediless, save and except, by the aid of a Court of Equity, they pray that the said Harry January, I. P. January, *U. Lelcherman trading as U. Lelcherman and Company*, *W. B. Ferguson and E. A. Norflut trading as W. B. Ferguson and Company*, *R. D. Boykin trading as R. D. Boykin*, *W. L. Brimer Sr and W. L. Brimer Jr trading as W. L. Brimer and Son*, *H. Dr. Crumple*, *W. W. Murray*, *W. B. Norflut* and *R. L. Norflut trading as Norflut Bros* may be made parties defendant to this Bill, and required to answer the same, but not under oath, an answer under oath being expressly waived, as to each of said defendants; that your complainants may have a decree for the said sum of ~~\$1000~~ ^{\$1000}, in their favor, against the said Harry January; that the said pretended bill of sale, conveyance, transfer, and assignment of the said goods, may be declared fraudulent, fictitious, and void, and may be wholly annulled, and set aside; that so much of said goods as may be necessary for that purpose, may be sold under the direction of this Court, to satisfy the claims of the complainants, and other creditors of the said firm;

that an account may be taken of all goods sold by the said I. P. January, and of the proceeds derived from the sale of the said goods, and that the said I. P. January, may be made personally liable therefor: that an inventory may be taken of said goods, now in possession of said I. P. January; that an injunction may be issued, enjoining, and restraining the said Harry January, and the said I. P. January, from selling, removing, or disposing of the said goods, now in the possession of, or subject to the control of them, or either of them; that a Receiver of this Court may be appointed, to take charge of the said property, and all of it, and hold, or dispose of the same, and hold the proceeds of the sale thereof, subject to the future order of this Court; that a proper Counsel Fee be allowed your complainants Counsel; that all proper accounts may be ordered and taken, and that your orators may have such further, and general relief as the nature of their case may require, or to equity may seem meet. And your orators will ever pray ~~Shelton & Co~~

Alfred Greenstein

a partnership in market trading as the
whole of it. By *P. J. Greenstein* ~~attly.~~

State of Maryland

E. E. Greenstein
Notary Public

~~Corporation of the City of Baltimore~~ City to wit:

This day, personally appeared before me, the undersigned, ^{a commissioner of deeds,} ~~a Notary Public,~~
^{for the state of Virginia residing in Baltimore City} ~~for the Corporation aforesaid,~~ in the State of Maryland, Solomon Ginsberg,
who being by me, first duly sworn, made oath, that the matters and things,
in the foregoing bill, stated, upon his own knowledge, are true, and those
derived from the information of others, he believes to be true.

Given under my hand, an official seal, this, 30th day of October 1896.

J. Kemp Bartlett Jr

a Commissioner of Deeds for
the State of *Virginia*
residing in Baltimore City,
in the State of Maryland.
~~Notary Public.~~



I, W. CATZEN, OF THE CITY OF BALTIMORE, IN THE STATE OF MARYLAND, do hereby affirm, after having been first duly sworn, that I know and am acquainted with H. JANUARY and I. P. JANUARY, both of the TOWN OF SUFFOLK, IN THE STATE OF VIRGINIA.

I affirm that, about seven months ago I was in the Town of Suffolk in the State of Virginia, and that I had a conversation with both H. January and I. P. January ; that at that time H. January executed a bill of sale to I.P. January for the stock of goods that belonged to the firm of H. January and Brother. That this bill of sale was executed secretly, and that they requested that nothing be said about it. I further affirm that subsequently H. January came to Baltimore to buy goods, and I told him that I could not understand how he could come to Baltimore and buy goods while his brother I. P. January held a bill of sale for the stock of goods which he was claiming as his at that time, and making other people believe belonged to him. He replied, that nobody knew anything about this bill of sale, and that his brother had not recorded it, as he, I. P. January, well knew that if recorded it would hurt H. January's credit and prevent him from buying goods.

I further affirm that during this conversation between Harry January and myself while in Baltimore, I asked him whether or not he had paid his brother I. P. January, the amount of money which was due I. P. January in consideration of I. P. January having conveyed his interest to H. January at the time of thier dissolution, which was the time when I was in Suffolk, and assisted them in dissolving the co-parrnership. He told me that he had paid him \$1000. on account, and that he owed him a balance of \$375., the total consideration being \$1375.

I solemnly swear that I was present when the dissolution between H. January & Bro. took place in Suffolk about seven months ago ; that I heard and was a witness to the settlement between them, and that I know of my own knowledge that \$1375. was the consideration for which I.P. January conveyed to H. January his interest in the firm of H. January & Bro. .

W. Lealzen

Sworn to and subscribed before me, this twenty-ninth day of October in the year eighteen hundred and ninety-six.

J. Kemp Barrett Jr
a Commissioner of Deeds for
the State of *Virginia*
residing in Baltimore City,
in the State of Maryland.



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State of Maryland } ss.
City of Baltimore }

I, I. KLIWANSKY, of the CITY OF BALTIMORE, in the
STATE OF MARYLAND, after having been first duly sworn, say
on oath, that I was in Suffolk on the ~~15th~~^{16th} day of
~~Oct~~ 1896 ; that I know I. P. January and H. January,
and was in Suffolk, Va. on the day and date above stated,
and heard the conversation between I. P. January and Mr.
Solomon Ginsberg. I also affirm that Mr. M. Markel was
also present.

I solemnly swear that I heard I. P. January say
that he and his brother had heard that Baltimore creditors
were getting afraid and would possibly try to collect their
money from his brother, H. January ; that after they had
talked the matter over between them they had concluded that
the best way to beat the creditors and keep them from tak-
ing what his brother had was for his brother, H. January
to execute a bill of sale to him, I. P. January.

I further swear that I heard I. P. January say that
he and his brother, H. January had stayed up nearly all
night trying to consult the law to find out which was the
best way to beat the Baltimore creditors, and that they con-
sidered that a bill of sale was the best way to do it, and
that they did it this way, and that creditors could now do
nothing.

I further swear that during the day I heard I. P.
January say that the bill of sale had been made ~~before~~^{before}
~~H. January went to Baltimore to buy goods~~
~~and that he carried it around in~~
his pocket as he did not wish to hurt his brother's credit

until he saw some fellow come down there and try to get
his money, and then he could run over to the Court House
and put it on record.

I further affirm that he said he "had beat those
damned Baltimore sons of bitches, and that they would go to Hell!"

Isaac Kavanagh

Sworn and subscribed to this, the 31st day of
October 1896.

W. H. H. Raleigh
Commissioner of Deeds for the
State of Virginia in Maryland,
residing in Balt. City-



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I. M. MARKEL, OF THE CITY OF BALTIMORE, IN THE
STATE OF MARYLAND, being first duly sworn, say on oath that
I am well acquainted with Harry January and I. P. January,
and that on the ¹⁵~~15~~¹⁶ day of ~~October~~ 1896, I was
present at a conversation had between the said Januarys and
Solomon Ginsberg ; and I solemnly swear that I heard
I. P. January tell Solomon Ginsberg, and also told me, that
he had heard that the merchants in Baltimore were uneasy
about his brother H. January not paying his bills, and that
being afraid that they would bring suit against his brother
and try to make their money out of him, he took a bill of
sale for the stock of H. January.

I also swear that I heard I. P. January say that
he and his brother had remained up until early in the morn-
ing, about four o'clock, examining the law to see if they
could not devise some scheme to enable H. January to keep
his creditors from getting their money, and that they had
finally come to the conclusion that the best way to beat
the creditors of H. January was for him to write a bill of
sale to his brother and that would do the work.

I furthermore swear that I heard him tell Solomon
Ginsberg, as well as myself, that the bill of sale here
mentioned had been executed ten days before we got there,
and that he carried it around in his pocket so that in event
any creditor come around he could go to the Court House and
have it recorded at once, and that he had just done this
the day before we got there.

I furthermore heard him say that he had fixed
it so that his creditors in Baltimore could not get a cent
and that there was no use of creditors trying to do anything.

Michael Markel

Sworn and subscribed to before me this , the 31st
day of October 1896.

Sal. H. Gruenel

Notary Public.

I, Solomon Ginsberg, of the City of Baltimore, in the State of Maryland being first duly sworn, say on oath, that I am well acquainted with Harry January, and I. P. January, who live in the town of Suffolk, Virginia. That on or about the ^{3rd}~~4th~~ day of ~~Oct~~^{Oct} 1896, I heard that the said I. P. January claimed to have bought the stock of goods, belonging to his brother Harry January, and that on hearing this, I went at once to Suffolk, Virginia, and found that the said I. P. January, claimed to be the owner of the stock formerly belonging to his brother Harry January, and that I then had a conversation with I. P. January, during which, the said I. P. January told me, that he knew his brother, from whom he claimed to have bought the stock, was indebted to a great many Baltimore merchants, and that they both heard that the said merchants were uneasy, and talking about pushing the said Harry January for a payment of their bills, and that fearing they would come down, and try to make the money out of his brother, and to keep them from doing this, his brother gave, and he took, bill of sale for the stock.

I further make oath, that during the same conversation, I. P. January told me, that he and his brother had set up until four (4) o'clock in the morning, trying to find the law, to see if a bill of sale to him, would enable his brother to beat his creditors, and prevent their getting their money; He further said to me, that he had found the law, and that the bill of sale would do that, and it was useless for us to try to do anything; that they had decided upon a scheme which was absolutely good, against any effort on the part of the creditors to make their money, and this, was the making of the bill of sale. He said this was in a lawyer's office, and all done well.

I further swear, that Harry January told me, that he went to his brother, I. P. January, and told him that his creditors were pushing him, and that it was necessary to do something at once, in order that the creditors might be prevented from getting their money, and that they agreed together, to make this bill of sale, for the purpose of preventing this.

I further swear, that I. P. January told me, that the bill of sale had been executed ten days before I saw him, and that he carried it around in his pocket, so that in case any one came, he could run over to the Court House, and have it recorded, and that he did this ^{just before} ~~as soon as we~~ came over, and urged him for a payment of our accounts.

Robertson Girding

Subscribed and sworn to, before me _____ this, the 30th day of October, in the year 1896.

John P. Bartlett Jr.

a Commissioner of Deeds for
the State of *Virginia*
residing in Baltimore City,
in the State of Maryland.



~~T. BAKER ET ALS.~~

VS.

H. JANUARY ET ALS.

XXXXX

IN THE CIRCUIT COURT OF NANSEMOND

COUNTY, STATE OF VIRGINIA.

IN CHANCERY.

● ● ● ● ● ● ● ● ● ● ●

● ● ● ● ● ● ● ● ● ● ●

STATE OF MARYLAND.)

X ss.

CITY OF BALTIMORE,)

I HEREBY CERTIFY, that on this 30th. day of October, A. D. 1896,
before me, W.H.H.Raleigh, a Commissioner of Deeds for the State of Virgin-
ia, in Maryland, residing in the City of Baltimore, duly commissioned and
qualified, this day personally appeared S. Katzen, who being by me first
duly sworn according to law, on his oath says:-

That he is a resident of the Town of Suffolk, County of Nansemond and State of Virginia, and is engaged in the mercantile business in said town; that he is personally acquainted with H. January and I. P. January, defentants in the above stated cause, and knows of the dissolution of the former firm of H. January & Brother, which took place about February, 1896, and knows that since said dissolution the said I. P. January has been clerking for the said H. January in the store of the latter in said town of Suffolk, Va. and represented to affiant that he received \$25.00 and board for his services as such clerk.

That about the first part of August, 1896, affiant had several conversations with the said I. P. January, wherein the said I.P.January advised affiant that it was his intention of leaving the United States and locating in Africa, and he persuaded affiant into the determination of going with said January; that during the discussion of said plans, he, affiant asked said January to name the amount of capital he could possess in view of such a venture, and said I.P.January answered affiant that he would have about \$1800.00 or \$1900.00 and perhaps more; that affiant, knowing the financial condition of said January reasonably well, and being surprised that he could have such a sum, asked him how he would be able to obtain the same, when said I.P.January told him that he would have

facilities of obtaining more money than affiant knew of, very shortly; that this conversation took place prior to the time when H. January went into the market to purchase his Fall goods.

That after the date when the stock of goods of H. January was possessed by said I.P. January under the conveyance mentioned in these proceedings, I P. January, in another conversation with affiant, told affiant that the whole matter ^{and Bill of Sale} had been fixed up before H. January went to Baltimore to buy the goods, and that if any creditors had come down before they would have found that the matter of the transfer had been arranged and that they could not have enforced their debts against the stock of H. January.

Sworn to before me by S. Katzen, the day and year first above written, As Witness my hand and official seal.

M. H. H. Raleigh

Commissioner of Deeds for the State of Virginia, in Maryland, residing in Baltimore City.

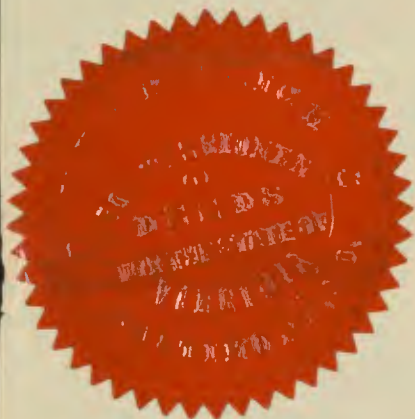


Exhibit "B"

AFFIDAVITS.

ACKNOWLEDGEMENTS.

J. KEMP BARTLETT, Jr.

N. E. Cor. Baltimore and St. Paul Sts.

BALTIMORE, MD.

Commissioner of Deeds for all the States.

Taking TESTIMONY a Specialty.

By the use of Phonographs and the assistance of expert Stenographers, depositions are promptly and carefully taken, with less expenditure of time and consequently at greatly reduced cost to clients.

STATE OF MARYLAND,

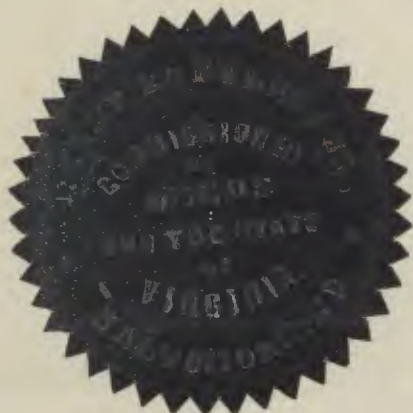
City of Baltimore,

ss.

It is Hereby Certified, That on this 30th day of October, A. D. 1896, before me, J. Kemp Bartlett, Jr., a commissioner of the State of Virginia, residing in the City of Baltimore, State of Maryland, duly commissioned and qualified and authorized to administer oaths and affirmations, and to take the acknowledgments of deeds and other instruments of writing to be used and recorded therein, personally appeared Abraham Greenstein who being duly sworn by me according to law, on his oath says, he is a partner in the firm of Glah Hat Company, the said firm is composed of Abraham Greenstein and Michael Marcus that the annexed account is correctly made out from the books of original entry kept by them, that the said claim is just and true, as stated, and is unpaid, and that he, deponent, knows the justness of said claim; that no part or parcel thereof has been received by them or by any or either of them, or by any person for them directly or indirectly, to the best of his knowledge and belief, nor has any security or satisfaction been had for the same, more than the credit stated and given on said account, that the full sum of \$176.63 is now justly due and owing, with interest, by H. Januony to Glah Hat Company without any deduction or offset.

Abraham Greenstein

And on the same day personally appeared _____, who being duly sworn by me, according to law, on his oath says, that he was a clerk in the employ of said _____ at the time the goods, wares and merchandise charged in the annexed account were sold and delivered, that the goods so charged were sold and delivered as charged, and at prices charged in the said account, and that the prices charged were fair and reasonable when the goods were sold.



SWORN TO and subscribed before me, this 30th day of October, A. D. 1896.

AS WITNESS, my hand and official seal at Baltimore aforesaid.

J. Kemp Bartlett, Jr.
A Commissioner of the State of Virginia,
residing in Baltimore City, in the State of Maryland.

84
BILLS NOT PAID AT MATURITY SUBJECT TO DRAFT THROUGH BANK,

— STATEMENT OF ACCOUNT. —

Baltimore,

10/30 1886

M. O. G. January

To Globe Hat Company, Dr.

GREENSTEIN, MARKEL & CO., Prop's.

Terms;

No. 8 SOUTH LIBERTY STREET.

Jan 11 Mdn
July 6 "
34 "
Aug 24 "

175
23 50
12 20
139 13 1/4

176.63

Statements rendered in order to verify the account, and that errors or omissions may be promptly corrected, and not to be considered as a request for payment, unless the account has matured according to terms of purchase.

Draw Checks in favor of Globe Hat Co.



G. M. & Co.



No claims allowed after five days.

All settlements must be made direct to the house.

Baltimore, Md. *July 27 1896*
M. H. Jamon
Bought of **Globe Hat Company,**

GREENSTEIN. MARKEL & CO., PROP'S.

WHOLESALE

HATS, CAPS AND STRAW GOODS,

TERMS: 6 PER CENT. 10 DAYS.
5 PER CENT. 30 DAYS.

8 S. LIBERTY ST., Bet. Baltimore & German Sts.

Mail Orders Promptly Attended to.

1136	1/2	Men's Stiff	1650	825	
6043	1	Boys Caps		300	
6042	1	Men's		300	
					1225

Draw Checks in favor of Globe Hat Co.



G. M. & Co.



No claims allowed after five days.

All settlements must be made direct to the house.

Baltimore, Md.

July 6 1896

M. H. Jacobson
Bought of **Globe Hat Company,**

GREENSTEIN, MARKEL & CO., PROP'S.

WHOLESALE

HATS, CAPS AND STRAW GOODS,

TERMS: 6 PER CENT. 10 DAYS.
5 PER CENT. 30 DAYS.

8 S. LIBERTY ST., Bet. Baltimore & German Sts.

Mail Orders Promptly Attended to.

2301	1	Men Alp			4 50
3208	1		"	"	7 00
3222	1/2		"	"	5 25
3133	1/2		"	"	6 75
					<u>23 50</u>

Draw Checks in favor of Globe Hat Co.



G. M. & Co.



No claims allowed after five days.

All settlements must be made direct to the house.

Baltimore, Md. *Jan 21 - 1896*

Bought of *W. H. January 1896*
Globe Hat Company,

GREENSTEIN, MARKEL & CO., PROP'S.

WHOLESALE

HATS, CAPS AND STRAW GOODS,

TERMS: 6 PER CENT. 10 DAYS.
5 PER CENT. 30 DAYS.

8 S. LIBERTY ST., Bet. Baltimore & German Sts.

Mail Orders Promptly Attended to.

<i>1108 1/2</i>	<i>Men's Sluff</i>	<i>3100</i>	<i>175</i>	<i>1.75</i>
-----------------	--------------------	-------------	------------	-------------

No claims allowed after five days.

All settlements must be made direct to the house.

Draw Checks in favor of Globe Hat Co.



Bought of *M. H. January* *Baltimore, Md.* *Aug 24 189*
Globe Hat Company,

GREENSTEIN, MARKEL & CO., Prop's.

WHOLESALE

G. M. & Co.



HATS, CAPS AND STRAW GOODS,

TERMS: 16 PER CENT. 30 DAYS.
 15 PER CENT. 30 DAYS.

8 S. LIBERTY ST., Bet. Baltimore & German Sts.

Mail Orders Promptly Attended to.

2301 1/2	Men	425	213
2302 1/2	"	425	212
2290 1/2	"	425	213
2273 1/2	"	700	350
2274 1/2	"	700	350
2242 1/2	"	900	450
2311 1/2	"	900	450
2309 1/2	"	1100	550
2321 1/2	"	1100	550
2251 1/2	"	1350	675
2247 1/4	"	1350	337
2146 1/2	"	1650	825
2269 1/4	"	1900	495
714 1/2	Brush	450	325
1205 1/3	Stuff	1500	500
1228 1/2	"	900	450
1194 1/3	"	1650	550
1195 1/3	"	1650	550
1236 1/2	"	1200	600
1315 1/4	"	2300	575
1214 1/4	"	2300	575
4142 1/2	Chds Brush	400	200
4116 1	Boys		200
4117 1	"		200
2139 1/2	alp	425	213
2157 1/2	"	425	212
4097 1/2	Men brush	425	213
4096 1/2	"	450	225
4149 1/2	"	450	225
3132 1/2	Staph	1050	525
409 1/2	"	900	450
3013 1/2	"	450	225
6212 1	Cap		425
6231 1/2	"	350	175
6215 1/2	"	425	212
6213 1/2	"	425	212
6116 1	"		225
2	Hat Pad brush		

1391

Exhibit B

Know all men by these pre-
sents, That J. H. January of
the town of Suffolk, county
of Hansemond in the state
of Virginia, in consideration
of the sum three thousand
five hundred and thirty one
dollar and sixty nine cents
\$3531.69 to be paid as fol-
lows by J. P. January of said
town, county and state (seven
hundred and seventy five
dollar cash \$775- of the re-
ceipt of which is hereby
acknowledged, the surrender
of a bond of fourteen hun-
dred and seventy five 1475-
dollar made by the said
J. H. January to the said
J. P. January and bearing
date January 17th 1896 which
was given by me to said
J. P. January for his one
half interest in the bu-
siness of J. H. January & Bro.
which was then conducted
in the town of Suffolk,
county of Hansemond in
the state of Virginia under

the firm and style of
H. January & Bro. the said
H. January & J. P. January
composing said firm and
being partners said bond
of \$1475- is entitled to a
credit of seven hundred and
seventy five 775- Dollars, this
amount having been paid
said J. P. January by said
H. January since its exe-
cution, and the said J. P.
January hereby assumes and
promises to pay the fol-
lowing named persons
the following named amounts
of money which is due
them by said H. January
Isaac Coplin & Co. \$33.25
H. Silverman & Co. \$37.70
H. B. Ferguson & Co. \$3.96 R.
J. Boykin & Co. \$53.00 R. A.
Brewster & Son \$5.00 Dr. H. H.
Campbell \$7.00 Dr. H. H.
Murray \$10.00 Hor. Flut- Broe,
\$4.00 J. E. Booker \$10.00 F.
H. & J. H. Stuart \$86.78
C. E. Holland & Co. \$6.00 and

for the balance of the
purchase price of the pro-
perty herein sold and here-
inafter described the said
J. P. January has given
to said W. January his
negotiable note for the sum
of Eighteen Hundred \$00
Dollars bearing date October
13th 1896 and payable to
said W. January sixty days
after its date at the Farmers
Bank of Hansemond in York
Virginia, It is agreed by
the said W. January that
said negotiable note of
Eighteen Hundred Dollars
may be renewed from
time to time if said
J. P. January shall pay a
reasonable (curtail on
same, said curtail not to
be less than 10 per cent
of face of note) do hereby
bargain, sell, assign, trans-
fer and deliver unto the
said J. P. January the
following personal property
to wit: All of my stock

of general merchandise of
every character and de-
scription contained in
the store now occupied by
me on Main street in
the town of Suffolk, county
of Hanover in the
State of Virginia, said
store is numbered 8 and
is the property of J. H.
Stuart and said
stock of goods hereby sold
consists in part of Ready
made clothing dry goods
notions, hats, caps, Boots,
shoes &c. Also all of my
store fixtures contained
in said store on 8 Main
street Suffolk Hanover
county Virginia consisting
in part of one iron safe,
Cupboard, show cases &c.

Do have and to hold
unto the said J. P. January
and his assigns forever.
And I the January, for
myself and my heirs,

do covenant with said
L. P. January and his
assigns, that I am the
legal owner of said property,
have the right to dispose
of same, and will warrant
the title to said property
to the said L. P. January
and his assigns, free
from the claims of all
persons what soever.

Witness my hand and
seal the 13th day of October
1896.

L. P. January (seal)

Virginia

Henric county to wit,

Merritt Briggs a Notary
Public in and for said
county, in the state of
Virginia, do certify that
L. P. January whose name
is signed to the writing
above bearing date the 13th
Day of October 1896 has
acknowledged the same
before me in my county
afore said.

Given under my hand
the 13th Day of October
1896

Merritt Briggs
Notary Public.

In the Clerk's office of
Hampden County Court
the 13th day of October
1896 this Bill of Sale was
presented with the cer-
tificate annexed and
admitted to record.

Test: P. A. Smith
Clerk

A copy

Test:

A. G. Gomer D.C.

H. January
20th Bill of Sale

J.O. January
admitted to record
this 12th day of
Oct 1896.

Exhibit "A"

356

\$353169

Tax	360
Fee	150
Paid	<u>410</u>

The Globe Hat Co
vs. } Equity
H. Hannay & Co

~~~~~

B. i. e.

STATEMENT.

Baltimore

Apr 5

1897

Mr.

To ALEX. COHN & BRO. Dr.

WHOLESALE

CLOTHIERS,

TERMS

421 W. BALTIMORE STREET.

|         |                 |       |        |
|---------|-----------------|-------|--------|
| Mar 6   | To Mde May 1-76 | 268-- |        |
| 31      | "               | 19750 |        |
| June 12 | Sept 1 "        | 13688 |        |
| Sept 24 | Oct 15 "        | 52845 | 113113 |
| Ed      |                 |       |        |
| May 20  | Cash            | 100-- |        |
| July 6  | "               | 100   |        |
| Sept 24 | "               | 150   |        |
| " 24    | Dis             | 1250  | 36250  |
| Balance |                 |       | 76863  |

Globe Hat Co., et als.

vs.

H. Jamuary, et als.

Defendants' Exhibit

A. C. No. 1.

If we do not hear from you by ..... please honor our draft.

ALEX. COHN & BRO.

To The Globe Hk Co et al

TAKE NOTICE that we shall, on the 3<sup>rd</sup> day of April 1897,  
at the office of Shiver Bartlett & Co  
before J. Kempf. Bartlett Jr. Commissioner of deeds  
for Virginia  
in the City of Baltimore, on the corner  
of Baltimore of Baltimore & St Paul streets  
between the hours of 6 A. M. and 11 P. M., on that day, proceed to take the depositions  
of Max Cohen and others, to be read in evidence in our  
behalf, in a certain suit in equity  
depending in the Circuit Court for the County  
of Hammond Virginia wherein you are Plaintiffs  
and we are defendants;  
and if, from any cause, the taking of the said depositions be not commenced on that day, or, if  
commenced, be not concluded on that day, the taking of the same will be adjourned and continued  
from day to day, or from time to time, at the same place and between the same hours, until the  
same shall be completed.

Respectfully yours,

H. Janney  
J. P. Janney  
B. Coarney

be duly accomplished sufficient and legal service  
of the within notice and agree to the taking  
of the said depositions at the time and  
place mentioned. # March 26<sup>th</sup> 1897.

Shelburne & Co

By P. J. Munn  
Shirley.

Notice to Take  
Depositions

X:-:-:-:-:-X  
: :  
: GLOBE HAT COMPANY, ET ALS. : In the  
: Plaintiffs : C I R C U I T C O U R T  
: -VS- : of  
: : Nansemond County,  
: H. JANUARY, ET AL . : State of Virginia.  
: Defendants :  
: : In Equity.  
X:-:-:-:-:-X

Depositions of Alex. Cohn and others, witnesses,  
taken before me, J. Kemp Bartlett, Jr., a Commissioner for  
the State of Virginia, duly appointed and qualified in and  
for the City of Baltimore, in the State of Maryland, on the  
3rd day of April, 1897, in pursuance to the annexed Notice,  
at my Office on the North-east Corner of Baltimore and St.  
Paul Streets in the City of Baltimore, State of Maryland,  
between the hours of nine o'clock A. M. and six o'clock P. M.  
to be read in evidence in a suit in which the Globe Hat Company  
et als are Plaintiffs , and H. January and I. P. January,  
are Defendants, pending in the Circuit Court of  
Nansemond County, in the State of Virginia.

PRESENT : R. H. Rawles, Esq., on behalf of Defendants, and  
P. J. Morris, Esq., on behalf of Plaintiffs.

LEON WEIL, being first duly sworn deposeth and  
saith in answer to Interrogatories, as follows :

Q. 1. BY Attorney for Defendants. Please state your name, age,  
residence and occupation ?

Ans. Leon Weil. Age, 48 years. My occupation is Wholesale  
Boot and Shoe Merchant. My place of business is No. 40 W.  
Baltimore St., Baltimore.

Q. 2. Are you acquainted with H. January and I. P. January of  
Suffolk, Va. ; If so, how long have you known them ?

Ans. I have known them for about five years.

Q. 3. Were you in Suffolk about the 15th or 16th of October, 1896 ?

Ans. I was. I think it was on a Friday ; now, I don't know whether that was on the 15th or 16th.

Q. 4. What business took you there ?

Ans. I was telegraphed to come, by Mr. Ginsburg in reference to the H. January matter.

Q. 5. What is the style of your firm ?

Ans. Eichengreen & Weil.

Q. 6. Was your firm, at that time, creditor of H. January ?

Ans. We were.

Q. 7. How much did he owe you at that time ?

Ans. I never took a memorandum with me, but I think it was in the neighborhood of about \$480.00,--round about that amount.

Q. 8. After you reached Suffolk that day, state where you went ?

Ans. I was met at the Depot by several of the creditors, and they walked with me to Mr. January's store. I then spoke to Mr. January in the store.

Q. 9. State if any other of January's creditors were there, and if so, who they were ?

Ans. At Suffolk, you mean ?

Q. 10. Yes, sir, in the store at Suffolk ?

Ans. Mr. Ginsburg of Baker & Ginsburg, Mr. Klawanski of J. Epstein & Co., Mr. Markell of the Globe Hat Company.

Q. 11. State exactly and precisely, what conversation you had with H. January or I. P. January that day, in the presence of these other creditors ?

Ans. I asked him what was the cause of this trouble. He told me that various people that he had purchased goods of in

Baltimore, had ruined his credit and he could not get along without the goods, and consequently was compelled to sell out to his brother.

Q. 12. State all you know as to what was said by either I. P. January or H. January to any of the other creditors that day, in regard to the bills due by H. January,--either to you or to the other creditors ?

Ans. He regretted, he said, very much that I should be a creditor of his and that I would have to lose money the same as the rest. I then approached him, and said, Mr. January, try to make a compromise with your creditors. He told me, he said, "Mr. Weil, as quick as I can get things in shape, I will try to do something for everybody, but in my present position I certainly can't do anything for anybody under the circumstances". I prevailed upon him to let me go and see the creditors in Baltimore and see whether I can't bring about a compromise. He then told me to try to get the feeling and see what they will do for me, and if possible he would try to bring it about. When I came to Baltimore, I went to see several of the creditors and told them that I thought that an offer of compromise of 25% might be brought about, but ~~xxx~~ everybody seemed to have been luke-warm about it, and the matter for a time, rested.

Q. 13. Were these statements made to you in the presence of either Mr. Markell, Mr. Ginsburg, Mr. ~~Ka~~ Klawanski or any of the other creditors of H. January ?

(Question objected to by Counsel for Plaintiffs because it is leading).

Ans. Yes, sir, in the presence of Mr. Ginsburg.

Q. 14. Had you, at that time, as much interest in this matter, as the other creditors ?

Ans. He owed me, the full amount of my bill, which was, in the neighborhood, as stated, of about \$480.00.

Q. 15. Did you notice and can you state whether either H. January or I. P. January talked that day, more freely and confidentially to any of the other creditors present, than they did to you ?

(Question objected to by Counsel for Plaintiffs because it is leading).

Ans. They did not.

Q. 16. Do you know of any reason why they should have done so ?

(Question objected to by Counsel for Plaintiffs, because it elicits the opinion of the witness).

Ans. There is no reason why he should have said more to them than to me.

Q. 17. Mr. Ginsburg says, in answer to question 17 in his examination in chief, that I. P. January told him that he had had the Bill of Sale in his pocket for several days ; please state what you know about this matter, and if you heard any such conversation ?

Ans. I did not.

Q. 18. Mr. Ginsburg also says, that I. P. January openly told him that the Bill of Sale mentioned in this suit, was made for the express purpose of preventing the Baltimore creditors from getting their money ; state if any such statement was made in your presence ?

Ans. There was no such statement made in my presence.

Q. 19. Did either of the Januarys tell you how long this Bill of Sale had been made at that time and how long they had carried it in their pockets ?

Ans. They did not.

Q. 20. Mr. Ginsburg also says, in answer to question 24, that January said, "This Bill of Sale was made so you rascals could do nothing. I got ahead of you and if you can do anything, go ahead and do it". Did you hear such a conversation ?

Ans. I did not.

Q. 21. Before you left Suffolk on that day, did you confer with any of the other creditors in reference to consulting an Attorney in regard to your interests in the matter ?

Ans. I did.

Q. 22. State who these other creditors were ?

Ans. Mr. Ginsburg, Mr. Markell and Mr. Klawanski.

Q. 23. State whether or not you all agreed or not, to go and consult an Attorney ?

Ans. They requested me to go with them to Mr. Holland's Office and consult Mr. Holland in reference to the matter. We explained the case to Mr. Holland. I then asked him, -from what testimony had been taken or the other-side could produce and which the other creditors had worked up the previous day, whether they could issue an attachment or an injunction on that evidence and whether they would not be liable for damages if we could not succeed in establishing all which they had told Mr. Holland ? Mr. Holland then said that they certainly would have to have stronger evidence to satisfy the Judge in

order to sustain any injunction or attachment. We then left, and concluded not to do anything in the matter, but see whether we could not bring about a compromise. That is all that happened at the Lawyer's Office.

(Counsel for Plaintiffs objects to the foregoing answer, so far as the statements of Mr. Holland are concerned)

Q. 24. Did you lay before Mr. Holland all the evidence which you and the other creditors had secured up to that time, that you thought would enable you to set aside this Bill of Sale as fraudulent ?

Ans. The creditors told me that they had been to see Mr. Holland before I got there and that they had explained the case to him fully, but they wished me to go along with them and see whether I had anything more to offer to Mr. Holland in order to make a case.

Q. 25. Then, Mr. Holland, so far as you know, was, at that time, in possession of all the evidence which the creditors had secured?

Ans. They had told him all that they had known in the matter.

Q. 26. Before he informed you whether or not, in his opinion you had sufficient evidence to sustain an attachment or an injunction ?

(This question is objected to by Counsel for Plaintiffs, because it elicits hearsay ~~evidence~~ testimony and because the same is leading).

Ans. He said that they needed more testimony than they had at the time.

Q. 27. State whether, before going to Mr. Holland's Office, you and the other creditors talked over the situation and the probability of setting aside the Bill of Sale ?

Ans. We talked it over in going from the Depot to Mr. January's store.

Q. 28. State whether, at that time, you had heard either from the Januarys themselves or from the other creditors, anything about those so-called admissions of the Januarys to the effect that this Bill of Sale was made for the expressed purpose of defrauding the creditors ?

(Question objected to by Counsel for Plaintiffs because it is leading).

Ans. I had not.

Q. 29. In your conference with the creditors at that time, did they say that either of the Januarys had made such an admission, that the Bill of Sale was made for that purpose ?

(Counsel for Plaintiffs objects to this question because it is leading).

Ans. They made no such admissions.

Q. 30. Then, if I understand you, in all of these conferences, neither Mr. Markell, Mr. Ginsburg nor Mr. Klawanski said anything about the Januarys having told them that the Bill of Sale was made for the purpose of beating the creditors, nor that it had been made for a long time previous ?

Ans. January had not. On the contrary he said that he regretted very much that I should be a creditor under the circumstances. The creditors did not make any such statement.

Q. 31. Would or would not, such admissions by the Januarys if they, in fact, had been made, have been the very best evidence you could have had to enable you to set aside this Bill of Sale

as fraudulent ?

(Question objected to by Counsel for Plaintiffs, because it elicits the legal opinion of the witness, who is not qualified as a Lawyer, to give such an opinion.)

Ans. This would only been too good a point for me to let escape, and especially if it had been said in the presence of witnesses, in order to make my claim.

Q. 32. And yet, none of those other creditors ever mentioned anything about those so-called admissions ?

Ans. They did not.

Q. 33. Can you tell the reason they did not, if they were in possession of such evidence at that time ?

Ans. I see no reason why they should not have told me, if they knew it.

Q. 34. Mr. Ginsburg has said that you told him afterwards, that you had been paid by the Janmays, did you ever make any such statement to him ?

Ans. I never made any such statement to anybody, and that has not come to pass to-day yet,—that I did get paid.

Q. 35. What course did you advise those other creditors, as best to pursue in order to get your money ?

Ans. I told them to assist me in getting a compromise, and I went to Mr. Ginsburg's Office and told him a proposition which I thought could go through and he said that he would not take that, that he had had expense in the matter and that he would have to have at least fifty cents on the dollar. Having met that stumbling-block, I concluded to let the matter rest for the time being.

Q. 36. Do you know anything of the meeting called by the creditors in the City of Baltimore at the Office of Baker & Ginsburg,

on a certain Sunday during last Fall ? If so, state all you know in regard to the same .

Ans. I was sent for, to come to that meeting which was called for about twelve o'clock. When coming there, I told the gentlemen that I couldn't remain there long as I am very particular about getting home at a certain hour. They then told me that a letter had been received from a certain Mr. Catzen, stating that Mr. Briggs the Attorney for the Januarys had died sudden, and "now, is the time to put in your work". I then told the gentlemen my experience in law and stated a case where several were interested in, where I had one hundred and twenty-five cents on the dollar in sight, but only realized fifty-two cents on the dollar ; that was my experience in law, and consequently would not put any more good money on bad. With that, I left the meeting, in fact, almost before it had been called to order.

Q. 37. Did you ever attend another meeting of the creditors ?

Ans. I never was asked to attend any other meeting.

Q. 38. It has been said in these depositions that your action was to hinder and delay the other creditors. Will you please state whether this is a fact ?

Ans. I certainly didn't try to influence anybody in the matter, except to argue for a compromise as long as I could.

Q. 39. Will you state what compromise, if any, Mr. H. January made to you in regard to the payment of the amount he owed you ?

Ans. Mr. H. January promised me in the presence of Mr. Ginsburg that he would try to do what he could for his creditors ; that things were in such shape now that he can make no definite promise to anybody.

Q. 40. Did he make the same promise to Mr. Ginsburg in your presence?

Ans. He did, because Mr. Ginsburg and myself left the store together in going to the Depot, and Mr. Ginsburg said that we should use our efforts for each other in that case.

Q. 41. Can you state what month last Fall Mr. H. January was in Baltimore purchasing goods?

Ans. I think it was in the month of September.

Q. 42. Mr. Catzen has stated that he was here in October purchasing goods. Did you see him at that time?

Ans. I did not.

Q. 43. Did Mr. H. January make any statement to you while he was here last September, as to any amount that he owed his brother, I. P. January?

Ans. He said he owed his brother about \$500.00.

Q. 44. Did you make any promise to Mr. Markell that if he would delay bringing suit, that you would see that the creditors got their money?

(This question is objected to by Counsel for Plaintiffs because it is leading.)

Ans. I never spoke to Mr. Markell until this very day about that matter.

Q. 45. Did the creditors decide immediately on leaving Mr. Holland's Office in Suffolk that they would proceed at once to institute action for the recovery of their money?

(Question objected to by Counsel for Plaintiffs because it is leading.)

Ans. They took no action whatever, because Mr. Klawanski left at ten o'clock that morning on a train going, I believe, to Courtland, Virginia. Mr. Markell left on the train at

eleven o'clock, going to Norfolk, leaving Mr. Ginsburg and myself alone there until that evening,-I think the train leaves at 4-30 ; having done nothing and concluded to do nothing.

Q. 46. Can you state whether the creditors had positively decided to bring action at the time they held the meeting alluded to at the Office of Baker & Ginsburg,--I mean, at the time that meeting was called ?

Ans. Previous to the time the meeting was called there was nothing to my knowledge, done, but what was done at the meeting I don't know because, as I have said, I left before the meeting was called to order.

Q. 47. Did I understand you to say that at that meeting, a letter was read to the creditors which had been written by Catzen of Suffolk, stating that Mr. Briggs, the Attorney for January was dead and that now was the time for them to bring their suit ?

Ans. A letter was read. It was a letter written in Hebrew which I cannot read, but they read it for me in the store room there, and said that Mr. Briggs had dropped dead sudden, and as he was the mainstay or words to that effect, of the Januarys, that now was the time for them to put in their work.

Q. 48. Then, if, at that time, they had already decided to bring action, this advice would have been unnecessary, would it not?

(This question objected to by Plaintiffs' Counsel because it elicits the opinion of the witness).

Ans. I should think so.

Q. 49. Do you desire to make any other statement in regard to this matter ?

Ans. When this matter first arose, I was not aware of this failure of Mr. January, but had heard one evening that certain creditors had been informed of what was going on. I then, the following day, ascertained where Mr. Ginsburg' had gone and got his address in Suffolk and wired him to try to protect my claim. I received an answer back from him about 4-30 on Thursday evening "You must come at once without fail". After consulting my partner, I left that evening and was met at the Depot by various creditors which I have mentioned were in Suffolk. They told me that thus far they could not succeed in doing anything with the Januarys, that I should try and see what could be done. I argued with him more or less all day until that evening, and then I left there and come home and I then told my partner that from the conversations which I had had at Suffolk, I think a compromise can be effected which, from our experience, is better than to go to law.

CROSS-EXAMINATION.

X Q. 1. (By Counsel for Plaintiffs). Mr. Weil, will you please state whether H. January is indebted to your firm or not ?

Ans. He is.

X Q. 2. Please state in what amount?

Ans. I think he owes me to-day, close on to \$400.00.

X Q. 3. Please state when this indebtedness was contracted ?

Ans. Last September.

X Q. 4. Is he at this time, indebted to you in the sum stated by you?

Ans. To the best of my knowledge. It may vary about \$50. or so. I am not prepared to say exactly without looking at my books.

X Q. 5. Has he paid anything on account or has anybody paid anything

on your account since the 13th day of October 1896 ?

Ans. I. P. January has paid me some small amounts.

X Q.6. Please state the aggregate of these small amounts ?

Ans. The aggregate of these small amounts may be,--probably all combined, the entire payments that he has made, probably would be about \$150.00.

X Q.7. Please state when the first payment was made on his account after October 13th, 1896 ?

Ans. He paid me I think, something in January.

X Q.8. Did he pay you anything on your account in October.

Ans. He did not.

X Q.9. Did he pay you anything on your account in November ?

Ans. He did not.

X Q.10. Did he pay you anything on your account in December ?

Ans. He may,-either the last of December or the first of January, but I think it was in the first part of January.

X Q.11. Have you any security of any kind or character for the balance of H. January's account ?

Ans. I have not.

X Q.12. Are you or your firm or any one for you or your firm, or at the instance of yourself or your firm in any way, security for H. January on any note or bond or other evidence of indebtedness ?

Ans. We are on a bond in the replevin of that stock from the Receiver ~~with~~ the Fidelity & Trust Company.

X Q.13. Please state for what amount.

Ans. I think it was \$2,000.00.

X Q.14. Therefore, you are interested in the Januarys, in something besides the amount which H. January owes you ?

Ans. No, sir.

X Q.15. Did you not state that you were on a bond for \$2,000.00 for the Januarys ?

Ans. I did.

X Q.16. Is I. P. January indebted to your firm ?

Ans. I. P. January ? --He is indebted for goods purchased recently.

X Q.17. How are these goods sold to I. P. January, on credit or for cash ?

Ans. On credit.

X Q.18. Please state who does the buying from you for I. P. January ?

Ans. The first purchases were made by I. P. January himself.

X Q.19. Who were the other purchases made by ?

Ans. We have sold his brother one bill for him since. He selected the goods.

X Q.20. You stated in your direct examination that H. January was in Baltimore during the month of September. Please state what part of the month he was here ?

Ans. That is a thing I can't state exactly.

X Q.21. Could you swear that he was here on the 25th or 26th of September ?

Ans. I cannot swear what day he was here in September, because we have too many creditors coming here to keep track of when they come.

X Q.22. Could you say whether or not H. January was in Baltimore on the first day of October, 1896 ?

Ans. I only know that he was in Baltimore in the month of September.

X Q.23. Could you say that he was not in Baltimore on the first day of October ?

Ans. From what I remember, he was in Baltimore in September. (14)

- X Q.24. Mr. Weil, you stated in your direct examination that Mr. Ginsburg wired you from Suffolk, to come there without delay.
- Ans. Yes, sir.
- X Q.25. Do you know how long Mr. Ginsburg was in Suffolk before you arrived there ?
- Ans. I think Mr. Ginsburg went down on Tuesday night,--I think it was Tuesday, but I think he got there Wednesday morning or Thursday morning, I can't say exactly.
- X Q.26. When did you reach Suffolk in answer to the telegram sent you by Mr. Ginsburg ?
- Ans. Friday morning.
- X Q.27. When did you first meet Mr. Ginsburg after your arrival at Suffolk ?
- Ans. I met him at the Depot.
- X Q. 28. Did Mr. Ginsburg tell you at that time whether or not he had had a conversation with either I. P. January or H. January ?
- Ans. He said that they had been at work "All day yesterday on the matter, but had done nothing".
- X Q.29. Did he tell you whether or not he had spoken to either one of the Januarys ?
- Ans. He mentioned no names but merely said they had worked on the matter all day. Taking it for granted that he was there arguing with the Januarys. That was his mission.
- X Q.30. Do you know whether or not Mr. Ginsburg had any conversation with H. January or I. P. January before you reached Suffolk?
- Ans. No more than I have just mentioned.
- X Q.31. Are you quite positive that Mr. Ginsburg did not tell you

all the conversation that he and I. P. January had in reference to the execution of the Bill of Sale in question before you reached Suffolk ?

Ans. He did not. It seems that everything happened to be transacted in a sort of a "Star Chamber" way ; every one tried to out general each other and no one had any faith in each other or confidence in each other.

X Q.32. Was there anything to indicate to you that Mr. Ginsburg did wish to confide in you, all of the information he had received.

Ans. Only from what I heard some of them say themselves ; that some wanted to go to see Counsel the evening before and the others followed him up un-be-knowns to the others.

X Q.33. Were you at this time , in consultation with Mr. Ginsburg and the other creditors after your arrival ?

Ans. I was ; in order to elicit all I could to my advantage as they had the benefit of having been there a day before I was, and, in fact, I believe Mr. Klawanski had been there several days before I was.

X Q.34. Was there anything to indicate to you after your arrival, that Mr. Ginsburg desired to keep you from acquainting yourself with all the facts of the case ?

Ans. No more than I had heard from amongst themselves, that Mr. Ginsburg had went the evening before and Mr. Markell had followed him up and consequently could not have the conversation which he wanted to have.

X Q.35. So therefore, there was some fuss among the the creditors of January when you reached Suffolk ?

Ans. Not on the surface.

X Q.36. How did Mr. Ginsburg act toward you after you arrived at Suffolk ?

Ans. He told me that they had been there all day and could succeed in doing nothing and that I should see what I could do in the matter.

X Q.37. How did his general conduct impress you as to his position in reference to the other creditors ? I mean this,--Did it appear to you that Ginsburg was looking out for himself or in the interest of the general creditors, yourself among the number ?

Ans. He was looking out for himself, the same as all creditors do in cases of that kind.

X Q.38. Then, Mr. Weil, from what I understand you to say, there was no absolute concert of action among creditors when you reached Suffolk, but from your understanding, each man was looking out for himself?

Ans. There was a concert of action in so far, that they asked me to consult with them, Counsel in the matter, I suppose, seeing that individually they could not succeed in bringing about the object which they had in view.

X Q.39. Did you tell Mr. Ginsburg or other creditors, all that passed between you in conversation,--I mean, all that passed between yourself and H. or I. P. January in connection with the matter ?

Ans. I did. I spoke to H. January for a while, and said, I will stand outside and talk to I. P. January, sitting on a box in front of the store, while you talk to H. January and then we will change about and you talk to I. P. January while I talk

to H. January.

X Q.40. Where were you standing when you were talking to H. January ?

Ans. I was sitting on the counter in the middle of the store.

X Q.41. Where was Mr. Ginsburg when he was talking to I. P. January ?

Ans. He was sitting or standing at a Dry Goods box at the curb in front of the store.

X Q.42. Did you see any of the other creditors near Ginsburg or I. P. January ?

Ans. Mr. Klawanski left at ten o'clock. I didn't get there until almost nine. Mr. Markell told us, "anything that you can do I will be satisfied", and he had to leave at eleven o'clock, so the only creditors that were left were Mr. Ginsburg and myself.

X Q.43. Did you hear what Mr. Ginsburg said to I. P. January ?

Ans. I couldn't hear it, no. No more than he could over-hear me, because I was in the center of the store and he was at the curb in front of the store.

X Q.44. Was Mr. Ginsburg talking to anybody else besides I. P. January at this time ?

Ans. That day ?

X Q.45. While you were talking to H. January in the store.

Ans. No one else was present.

X Q.46. So, therefore, Ginsburg was talking to I. P. January and I. P. January was talking to Ginsburg while you were about the center of the store talking to H. January ?

Ans. That is correct.

X Q.47. You state that you could not over-hear, at this time, what Ginsburg said to I. P. January ?

Ans. No, sir.

X Q.48. Could you over-hear what I. P. January said to Ginsburg ?

Ans. No, sir. All of this talk was done in a confidential way,-- in a low tone.

X Q.49. Now, in your direct examination, you sworn a few moments ago, that I. P. January did not tell Mr. Ginsburg that the Bill of Sale in question, was executed for the purpose of keeping off Baltimore creditors who were bothering him. Could not Mr. I. P. January in this conversation with Mr. Ginsburg, have told him that without your hearing him ?

Ans. I don't know. He didn't tell me so.

X Q.50. Who did not tell you so?

Ans. January did not tell me so.

X Q.51. Do you know what I. P. January told the other creditors including Ginsburg and Markell before you reached Suffolk ?

Ans. They told me that they told him, that various Baltimore creditors had ruined his credit, that he can't keep on with the stock of goods he had and consequently was compelled to sell out to his brother.

X Q.52. What creditors told you this ?

Ans. The creditors that were there.

X Q.53. Please state by name, who the creditors were who told you ?

Ans. Mr. Klawanski and Mr. Ginsburg. I ain't so positive whether Mr. Markell told me anything or not. Mr. Markell had very little to say.

X Q.54. Please state again, Mr. Weil, what it was the creditors told you I. P. January told them in reference to the execution of the Bill of Sale, and why the same was executed ?

Ans. That H. January had been to Baltimore, had purchased his

goods, and come home, but that very few had shipped them, that some of the creditors had made out a plan to ruin his credit and consequently he could not keep on without refilling his stock for the ensuing season, and for that reason was compelled to sell out.

X Q.55. You say that the creditors told you this ?

Ans. They told me, that January had told them that.

X Q.56. Did you interview either one of the Januarys in regard to the execution of the Bill of Sale ?

Ans. I did.

X Q.57. Did you speak to I. P. January in regard to this Bill of Sale ?

Ans. I did.

X Q.58. What did I. P. January say to you in reference to the same ?

Ans. I. P. January told me that he regretted very much to find me among the rest of the creditors of his brother, that he always had the best of feelings toward us, but think by a little patience his brother could bring about or he could ~~persuade~~ prevail upon his brother to bring about a compromise which was my main hobby in going to Suffolk.

X Q.59. What else did I. P. January say to you in regard to the Bill of Sale ?

Ans. In regard to the Bill of sale ? Nothing further, to my knowledge, that I can remember.

X Q.60. Did you speak to H. January in regard to the Bill of Sale ?

Ans. I did.

X Q.61. What did H. January say, in answer to you ?

Ans. He told me that he was very sorry that I was unfortunate in this case, that I had always treated them well and he re-

gretted very much that I should be a loser with him, but that if I would have patience he would try to make payment,- I thought merely to try to exact a promise of compromise.

X Q.62. After this conversation with I. P. January and H. January, what course did you pursue in reference to your claim ?

Ans. I corresponded with Mr. January on one occasion and asked him to make an offer and I had an offer of 25% in compromise and I went to see one or two of the creditors about it.

X Q.63. So, after these different conversations that you have detailed, with H. January and I. P. January, the first thing you did in regard to your claim was after you left Suffolk and corresponded with them in reference to it.

Ans. No more than the promise that Mr. Ginsburg and myself got while we were there, which I explained to Mr. Ginsburg on the train, was given,-in my judgment, if I am a judge of human nature, was given in good faith.

X Q.64. Did you leave Suffolk satisfied with the promise that the Januarys had made to you about the settlement of their claim?

Ans. No more than I would left any place. I had no promise other than the promise made to us and nothing to show, more than the promise he made to us in leaving his store at 4-30 that after-noon,-that he would try to make a compromise with his creditors.

X Q.65. Mr. Weil, did you make any further investigation in reference to the sale while you were in Suffolk ?

Ans. Nothing further from what the creditors told me, as they had investigated during the time they had been there . One of them had been there nearly the entire week.

X Q.66. Did you voluntarily consult a Lawyer in regard to this claim while you were in Suffolk ?

Ans. I did, in the company of the creditors. I took no persuasion whatever.

X Q.67. Did any of the creditors tell you that they had already consulted an Attorney by the name of Holland before you reached Suffolk ?

Ans. They had told me that they had been to Mr. Holland's Office but took no action until I would come.

X Q.68. Did they tell you that they had told Mr. Holland such facts as had come to their possession in regard to this case ?

Ans. They told me that they had explained the matter to Mr. Holland and when I got to Mr. Holland's Office and had gone with them, over everything that they had mentioned, Mr. Holland thought that the evidence they had thus far was not strong enough to sustain an attachment or injunction, I think it was.

X Q.69. Who invited you to go to Mr. Holland's Office ?

Ans. The creditors.

X Q.70. Did you consult any other Attorney while you were in Suffolk?

Ans. I did not, for the reason that I thought if the other creditors could have done anything, they had ample time to do so, having been there several days before I was.

X Q.71. Do you recollect what you told Mr. Holland in reference to this case ?

Ans. I told Mr. Holland, says I, Mr. Holland (which is from my experience), isn't it necessary in order to avoid a damage

suit, to have almost a sure case, so in order that the Judge is fully satisfied with the evidence to sustain that injunction or receivership whichever was to be applied for.

X Q.72. What did Mr. Holland say in reply ?

Ans. Mr. Holland said in reply, to go slow in the matter and take no chances until you are satisfied that you can sustain whatever action you take. I, at the time, mentioned to him a similar case which had been pending against me in the United States Court for a similar action.

X Q.73. Was this conversation in regard to an attachment of receivership ?

Ans. Well, it was either a receiver, attachment or injunction, whichever step was to be taken.

X Q.74. What steps were suggested by the Lawyer or yourself, as the proper ones to take ?

Ans. Well, at the time, he did not mention whether it was to be a Receiver or injunction.

X Q.75. Now, Mr. Weil, I want to ask you this question. Was anything said at that time in Mr. Holland's Office in reference to a Receiver ?

Ans. I don't remember whether it was a receiver, attachment or injunction. I can't remember that.

X Q.76. When you went to Mr. Holland's Office with the creditors, did you go there to advise Mr. Holland or to get advice from him?

Ans. I went there to get advice and at the same time to consult in order not to get into difficulty in the way I had, at the same time in the same State, as I was not taking any desperate chances, and thought it would be more profitable to lose the claim than to jeopardize myself in getting into another damage suit.

X Q.77. Now, after Mr. Holland told you to go slow, did Mr. Holland ever tell you in the presence of the other creditors, or did he ever tell the other creditors in your presence, that he thought that you had or the creditors had a good ~~cas~~se of action against the Januarys ?

Ans. I never went to see him after that. We left and resolved together that we would try to effect a compromise.

X Q.78. Was your conclusion in reference to the compromise which you speak of based upon any advice that you received from Mr. Holland ?

Ans. ~~No~~, sir. Merely my conclusion from what Mr. Holland had said.

X Q.79. After Mr. Holland advised you to go slow, do you recollect what you said to him in reply ?

Ans. I do not. I do not remember saying anything. We left together and went to Mr. January's store.

X Q.80. Mr. Weil, was any proposition, during your visit to Suffolk, made by the Januarys, offering to pay your account if you could effect the compromise with the other creditors ?

Ans. There was not.

X Q.81. Was there any communication in the shape of a letter, sent to you offering to pay your claim if you could effect a compromise ?

Ans. There was not.

X Q.82. Then, Mr. Weil, had you determined upon any course, and had you made up your mind fully as to what you intended to do when you left Suffolk ?

Ans. I had made up my mind and came home and told my partner, that I felt from what Mr. January has said that a compromise would

be effected, and that it was far better to compromise than to put ourselves to any expense or in any jeopardy.

X Q.83. So then, ~~after~~ when you reached home, after your conversation with your partner, it was fully determined that you would not bring suit against the Januarys ?

Ans. I had made up my mind to let the matter rest for the time being, for I had ample time to get judgment later on.

X Q.84. Mr. Weil, I don't mean a plain suit when I say action against them. I mean, had you fully determined not to join the creditors in an attachment, injunction, suit or an application for a receiver, or any other suit whereby a claim for damages might be brought against you for the wrongful institution of suit.

Ans. I made up my mind that I would take no action in the matter unless I had prima facie evidence and that if any proceedings were taken, that they would be sustained

X Q.85. So then, in this case, you determined that before you would join the creditors in a suit against the Januarys, that before you did so you would have to be positive that your suit would ~~be~~ maintained,--is that it ?

Ans. That is the way I would feel, because I had been led into another suit where damages had arisen against me.

X Q.86. You answered, Mr. Weil, in your examination, that you felt satisfied that an offer of compromise would be made to you, and that the claim would be compromised by the Januarys after you left Suffolk ?

Ans. They did offer 25% and I went to Mr. Ginsburg to broach the subject to him.

X Q.87. Were you willing to accept 25% on the dollar for your claim?

Ans. At the time, yes, sir.

X Q.88. Did you ever have any dealings before this transaction, with I. P. January ?

Ans. When he was a member of the firm of H. January & Bro.

X Q.89. What became of that firm ?

Ans. That firm, I believe, dissolved.

X Q.90. Did that firm ever fail before the dissolution ?

Ans. I believe they did. I lost money by it.

X Q.91. Now, Mr. Weil, you stated in your direct examination that you had no greater interest in the Januarys than the other creditors ; you testified that before the dissolution of the firm of January Bros. you lost money on them ; you testified that when H. January sold out to I. P. January you were willing to take twenty-five cents on the dollar for your claim ; you have also testified that you are still selling I. P. January, and that at one time H. January selected these goods ; you also testified that you are now on a bond for \$2,000.00,--a replevin bond, as you term it, for the stock in the hands of the Receiver. Is it not true, Mr. Weil, that if a judgment is rendered in favor of the creditors that the Januarys will have to pay that judgment with the goods they have on hand, and if not, that the bond will have to be paid by you?

Ans. If judgment is rendered against the Januarys, I suppose I would have to pay the bond.

X Q.92. Has I. P. or H. January any other property to your knowledge besides the stock of goods which is the subject of the controversy here ?

Ans. Not to my knowledge.

X Q.93. Then, Mr. Weil, besides the amount which was due you by H.

January contracted before the sale to his brother I. P.

January ; besides the amount I. P. January owes you for goods purchased since the sale, you are also interested in the \$2,000.00 bond ?

Ans. Yes, sir.

X Q.94. Is it not a fact, that with the claim H. January owes you, the amount I. P. January owes you and the amount of the bond, that you are the biggest creditor with the possible exception of Alex. Cohn & Bro. ?

Ans. I did not think that going on the bond was put in as a liability, as I felt that I assumed no liability in going on that bond.

X Q.95. Are you in the habit of going on bonds for men that you lose money on in business ?

Ans. As occasion sometimes demands it.

X Q.96. Is it not true, Mr. Weil that you are greatly interested in the outcome of this litigation ?

Ans. No, sir, no more than any other creditor, except as far as my bond is concerned.

X Q.97. Has I. P. January or H. January indemnified you in any way in going on the bond ?

Ans. In no way.

X Q.98. Is it not true that there is some concert of action between your firm and the firm of Alex. Cohn & Bro. in helping the Januarys out of their late troubles ?

Ans. We went jointly on their bond. That is all.

X Q.99. Now, Mr. Weil, you testified to a meeting in Baker & Ginsburgs Office sometime in October. How long was that after you reached home from Suffolk ?

Ans. I think it was the week following, or about ten days after

we got home from Suffolk.

X Q.100. How long did you remain at that meeting ?

Ans. Probably ten or fifteen minutes at the utmost.

X Q.101. You say there was a letter exhibited there, alleged to have been written by Catzen in Hebrew, that you could not read it yourself, but that some one read it for you,--Please state who read that letter ?

Ans. I don't remember that. There were others standing around.

X Q.102. Do you recollect the contents of the letter ?

Ans. I only remember that part which was read to me. I do not know whether it was all read or not, as I could not read Hebrew.

X Q.103. Now, Mr. Weil, was there anything said in that letter, as near as you can re-call, in regard to Baker & Ginsburg ?

Ans. All that I can remember that was read in that letter was, that Mr. Briggs had dropped dead, that he was the main man in the case, and that now is the time for action, and that, "you have got them where you want them now" or words to that effect.

X Q.104. Can you recall any insulting words that were said about any of the creditors ?

Ans. There was nothing read while I was there, to that effect . The letter was read to me outside the Office before the meeting had been called to order.

X Q.105. Did you go to that meeting of your own accord, or were you invited there ?

Ans. I was invited there.

X Q.106. Mr. Weil, did you ever call a meeting of January's creditors in Baltimore for any purpose at all ?

Ans. I never called a meeting of any creditors, because I have

always been adverse to calling meetings of creditors, as nothing can be attained by them.

X Q.107. Then, as nothing can be attained by a meeting of creditors, why did you go to the meeting that Baker & Ginsburg called?

Ans. I was asked to come there. I didn't call the meeting, it was called by others.

X Q.108. Now, you testified in your direct examination, that the ~~only~~ reason you only remained at this meeting ten or fifteen minutes was, because you were very particular about getting home at a certain hour. Was that your only reason for leaving?

Ans. At the time being.

X Q.109. Did you ever send for Mr. Ginsburg to call at your store to see January after suit was entered?

Ans. I don't remember whether I did or not.

X Q.110. Did Mr. Baker ever call upon you in reference to any matter of January's?

Ans. I think Mr. Baker did. The week when we left Suffolk, Mr. I. P. January told me that he would be up in Baltimore the following week and I then told or left word at Baker & Ginsburg's, that I would like to see him in order to bring about a compromise, and then whenever he come to the store I would send for him, which I did.

X Q.111. In whose interest were you working then?

Ans. I was working in the interest of getting a compromise.

X Q.112. For whom?

Ans. For all concerned, because it was to my benefit to get one, as I would get my dividend also and having a claim of \$480.,

\$120. would be better than nothing.

X Q.113. Was this the only object you had in trying to secure a compromise for the Janiarys ?

Ans. At the time, yes, sir.

X Q.114. Was this not after you and Alex. Cohn & Bro. had made the bond ?

Ans. No, sir. This was before then. I. P. January came the following week we were down there, to buy goods, if I am not mistaken.

X Q.115. Now, Mr. Weil, in the former part of your cross-examination and direct examination, you stated that you recalled a case that you had on hand, in which a damage suit was pending for an attachment made by your firm ; you also stated that at a meeting of the creditors, you gave in some sad experience ; can you re-call at any time, from the beginning of this controversy or since the failure of the Janiarys, that you have ever encouraged the creditors interested or at various times telling them of the danger and warning them against damage suits ?

Ans. I never had any experience of that kind previous to that time. I merely explained to them my sad experience in such matters.

X Q.116. Mr. Weil, you know what a Receiver means, do you not ?

Ans. I think I do.

X Q.117. Have you or your firm, during your business career ever applied for any Receivers in particular cases ?

Ans. Not that I remember.

X Q.118. Have you ever joined creditors of insolvent debtors in trying to secure Receivers ?

Ans. Not to my knowledge. We have never done it.

X Q.119. Did you ever suggest to Mr. Holland or to any other Attorney that a Receiver might be appointed in the January case ?

Ans. No, sir. I couldn't because I don't know the law enough to suggest anything of the kind to a Lawyer.

X Q.120. Did you ever tell any one that the sale was fraudulent ?

Ans. No, sir.

X Q.121. Please recall an occasion during your visit to Suffolk when you told some one that the Januarys' sale was a fraudulent sale ?

Ans. I can't recall any.

X Q.122. Did you ever tell any one that you had a slight impression that the sale was a fraudulent sale ?

Ans. I did not.

X Q.123. So, with the record of the Januarys before you, a business course of five years, having lost money on them in previous transactions, it never occurred to you that this was anything but a legitimate, honest and bona fide sale ?

Ans. I never investigated that matter, but was only trying to see if I can make our claim.

X Q.124. Mr. Weil, did you ever tell the creditors at the meeting at Baker & Ginsburg's on October 13th, 1896, that you had determined not to join them in a suit, or did you ever tell them of any determination that you had arrived at in this case ?

Ans. I did not tell them anything that Sunday, because I left there before the meeting was opened.

X Q.125. Had you, ~~before~~ already determined when you went in there to that meeting at the invitation of the other creditors, that

you would not join an honest action against the Januarys ?

Ans. I made up my mind to go and consult my partner and see what conclusion we would arrive at, after looking at the consequences which might arise should the case turn against us .

X Q.126. Did you consult your partner that day, or did you wait until the following day ?

Ans. The following day, as that was on Sunday and our business place was closed.

X Q.127. Is it not true, Mr. Weil, that at the meeting in Mr. Holland's Office in Suffolk, and at all other meetings, you discouraged the creditors from bringing a hostile action against the Januarys, and that you never did divulge to them what your determination was in reference to this case, and that you have never told them that you would either join them or not join them in this suit, until they had to bring suit themselves ?

Ans. I never discouraged them, but merely placed before them the whole face of the subject, and argued with them pro and con. After my partner and myself had made up our minds not to partake of this hostile action, I did not wish to go near the creditors, for fear that they might have an idea or think that I was there as a spy to ascertain what their proceedings would be. Nobody ever came to me any more and I would not know who to report to.

X Q.128. Mr. Weil, you say that you had to see your partner,--you say, this was the day after the meeting ?

Ans. Yes, sir,--I suppose it was a day or two after the meeting.

X Q.129. After consulting your partner, did you then finally determine not to join the creditors in this suit ?

Ans. I don't know what the meeting resolved itself into, but we merely talking it over and determined not to put good money into bad money.

X Q.130. Then, it was, that you determined not to join the litigation?

Ans. I never was asked to join the litigation, and we have, ourselves, determined we would not take any action.

X Q.131. Is that the first time you and your partner determined not to take any action against the Januarys ?

Ans. I don't remember.

X Q.132. You say, you don't remember any conversation between yourself and your partner, when you and he determined not to bring any action against the Januarys ?

Ans. We merely talked it up and talked what ~~the~~ consequences might arise, what expense there might be, and what benefit there might be derived therefrom, and concluded not to do anything in the matter at the time.

X Q.133. ~~Was~~ Mr. Weil, I want to ask you,-when was this conversation?

Ans. This conversation was, I think, on Monday or Tuesday, about a letter that had been read from Catzen.

X Q.134. This then, was after the meeting that had been held at Baker & Ginsburg's ?

Ans. This was the day after, when the letter had been read at the meeting.

X Q.135. Did you ever have any other conversation of like character with your partner in reference to the same case ?

Ans. I can't recall it.

X Q.136. Mr. Weil, when you shipped the goods that H. January owes you for, did you have a conversation with Mr. Ginsburg in reference to the responsibility of Mr. H. January ?

Ans. I, as a general thing, go out with any man that buys a large

bill of goods of me, and ascertain about his purchases, whether he is not buying too many goods or not and in that way, may have called also on Baker & Ginsburg knowing that they sold him.

X Q.137. Do you recollect whether you called or not ?

Ans. I can't say positive. I may have called.

X Q.138. Did you and Mr. Ginsburg ever have any conversation in regard to the amount of money which H. January owed his brother I. P. January ?

Ans. Not to my recollection.

X Q.139. Did H. January ever make a statement to you or your house, written or verbal ?

Ans. No more than I have stated in my direct examination.

X Q.140. Mr. Weil, are you or your firm security for goods purchased by either of the Januarys from other houses ?

Ans. No, sir.

X Q.141. Did you ever meet Mr. Ginsburg on the train coming from Suffolk ?

Ans. We traveled together from Suffolk.

X Q.142. Did you ever say to Mr. Ginsburg that I. P. January had told you that they or H. January had been pressed by Baltimore creditors and that the best thing that he could do was to make the bill of sale; that he went to a Lawyer's Office and fixed up this Bill of Sale as the best means of keeping H. January's creditors from bothering him, or words substantially the same ?

Ans. He told me he was not pressed by the creditors, that he did not have the goods ; that certain creditors ruined his credit

and he could not go ahead, and consequently was compelled to take this step.

X Q.143. Who was it told you this ?

Ans. Mr. January.

X Q.144. Which one of the Januarys ?

Ans. H. January.

X Q.145. Did anybody else tell you this ?

Ans. No, sir.

X Q.146. So, therefore, it is not true that you told Mr. Ginsburg in Suffolk several times, or in the train, that January told you that the purpose for which he executed the Bill of Sale was to prevent the creditors from getting their money ?

Ans. It was to protect himself, because the people he bought of, did not ship him any goods.

X Q.147. Does this excuse strike you as a reasonable one ?

Ans. As I said before, I didn't look into any legal aspect of the case, but I looked out to save my claim, that is all that I was there for.

X Q.148. You have said that H. January told you that the reason he executed the Bill of Sale was, because he had bought goods from creditors in Baltimore and that these creditors had refused to ship him ?

Ans. He couldn't keep it up any longer; that he had to have goods to go ahead on to meet his obligations; and that some people in Baltimore had ruined his credit and that he could not go any further but had to sell out as the only thing left open to him.

X Q.149. Now, Mr. Weil, did you believe that to be true ?

Ans. I didn't investigate that matter, but I worked to secure my claim, for that, in my judgment, was a side issue.

X Q.150. Did you believe that statement of January to be true or false, and from your knowledge of the affairs of January, as his creditor and as a resident in Baltimore, were the statements true or false ?

Ans. I believed it to be true, because I knew of certain people who had always been selling him, who declined him that season.

X Q.151. Is it not true, that those who declined to sell him, are better off than those who did sell him, with the exception of your firm and the firm of Alex. Cohn & Bro.?

Ans. I suppose they are.

X Q.152. Now, Mr. Weil, you stated that you believed the statement of January to be true,--I mean, wherein he said he had executed the Bill of Sale because several Baltimore merchants refused to ship him goods. When did you ship the goods ~~at~~ to H. January for which he owes you ?

Ans. I think it was in the month of September. It was sold on the road and I think I shipped it in the month of September.

X Q.153. What part of the month of September ?

Ans. I can't tell exactly,--my books will show.

X Q.154. Will you swear that it was not between the 25th of September and the first of October ?

Ans. I can't say without looking over my books.

X Q.155. When was the first time after you shipped those goods that you became uneasy about H. January's account ?

Ans. I never become uneasy about it until the evening I heard that Ginsburg had gone to Suffolk to fix January, that January had made a Bill of Sale or assigned.

X Q.156. Had you any reason or your firm, any reason for becoming uneasy ?

Ans. No, sir. He had always kept a satisfactory account.

X Q.157. You stated, Mr. Weil, that it is your custom in shipping goods from Baltimore to customers, that you are cautious in extending credit and that you go around from one place to another, as you possibly did in this case to Mr. Ginsburg, and ascertain whether your customers are buying too many goods or not : Is that a common practice with you and other merchants of Baltimore ?

Ans. I make it a practice when a customer buys a large amount, to see if he is buying more goods than in my judgment, he can use.

X Q.158. Did you have a conversation with anybody in reference to January's responsibility or credit between the time beginning Sept. 25th and the 13th of October, 1896, the day upon which he sold out ?

Ans. I merely went out to ascertain probably, how many goods he had bought around town and whether I could hear anything against him, and not having heard anything, I shipped him goods.

X Q.159. Did you have a conversation with any one in reference to the financial responsibility or the credit of H. January after you shipped the goods, up to the date of his failure ?

Ans. Not very likely as it would have been too late after the goods had gone.

X Q.160. Now, Mr. Weil, you have answered that you thought that the statement that H. January made to you when you went to Suffolk, that the reason he made that Bill of Sale was because several Baltimore people had ruined his credit, and that he

made it as the best thing that he could do ; was true.

You now testify that you heard nothing in reference to his credit or financial responsibility in Baltimore, thus testifying in his favor, that his credit was good up to the time of his failure. Now, please state why you thought the statement which January made to you about his credit being damaged in Baltimore, was true ?

Ans. Because I had heard that several people who he had dealt extensively with, had refused him credit. He had bought the goods and had always gotten the goods from those people, but this time they refused him credit.

X Q.161. When did you hear this ?

Ans. I heard that sometime after my goods had gone ; accidentally.

X Q.162. Who did you hear this from ?

Ans. From one of the parties that were interested in the matter.

X Q.163. Please give his name?

Ans. Mr. Jacob Epstein told me that he did not ship him this season.

X Q.164. Do you know of any one else who refused to ship ?

Ans. There were one or two more but I can't recall their names.

X Q.165. Did you ascertain these facts from the parties themselves who refused to ship him ?

Ans. I did, but my goods had been gone sometime before.

X Q.166. Now, Mr. Well, is it not true that Epstein is a very conservative house and sells goods more for cash than on credit ?

Ans. They are no more conservative than any other house. They have a great many customers that they settle with but once or twice a year,--from season to season.

X Q.167. Now, Mr. Weil, as a business man and as an honorable man, if one of the houses from whom you buy goods, would occasionally refuse to ship you a Bill of goods in one season, would that justify Eichengreen & Weil in selling out their stock, putting the money in their pockets and not paying their creditors a red cent ?

Ans. I don't know what others would do, I only know what I would do.

X Q.168. Now, Mr. Weil, if one of your creditors would come down to you and you had been refused a single shipment of goods by some one of your creditors and they would ask you, why you had sold out, and you said, because some houses in New York had refused to ship you a bill of goods and as you needed the goods and couldn't get them, the only way you could do was to sell your stock and not pay your creditors : do you think that that creditor or creditors who came to consult you in reference to the debt you owed them, would go away believing what you had told them, refuse to take any action and possibly, go with the other creditors to a Lawyer's Office and undertake to detail his sad experience of an attachment suit to that Lawyer, and never make any further effort to collect that money, unless there was a bug under the chip somewhere ?

Ans. That is a daily occurrence, that happens every day, -where things of a similar nature are done ~~to~~ and creditors do not feel disposed to blow their money up in law.

X Q.169. Is it not true that you have arranged with these people to get your money some way, satisfactory to yourself and that in

consideration of their having paid you and beaten everybody else, that you have interested yourself to the extent of helping those people by going on their bonds in other litigation, and not only going on their bonds but in going to Suffolk to assist them in the matter and that you are interested to the extent of that bond, and to the extent of the money they owe you, and to the extent of the money I. P. January owes you ; in seeing them win this suit ?

Ans. I did not interest myself in this case and was not there but once after the first time. I. P. January only owes me for goods which I sold him about two weeks ago. The debt has not been liquidated as stated in my direct examination and the going on the bond was done out of pure friendship, and feeling satisfied that at some future day, Mr. January would re-pay me for what I have done. I have not been paid.

X Q.170. Where did you stop when you went to Suffolk ?

Ans. I took dinner at the Hotel but did not stay over night.

#### RE-DIRECT EXAMINATION.

RD Q.1. By Counsel for ~~Plaintiffs~~ Defendants. Now, Mr. Weil, you have stated that you went to Suffolk on this first occasion, that Mr. Ginsburg suggested to you, that he take I. P. January out of the store and talk to him while you talked to H. January in the store, and that afterwards you would change about and you talk to I. P. January and he would talk to H. January, that, as a matter of fact, this was done. Now, I ask you this question,-was this for the purpose of discovering, if you could, whether this Bill of Sale was fraudulent or otherwise, and did Mr. Ginsburg tell you after you had had those talks, that either of the Januarys had confessed to him that the Bill of Sale was fraudulent ?

(Question objected to by Counsel for Plaintiffs, because it is strictly leading).

Ans. He did not tell me anything of that kind ; in fact, the conversation which both of us had and which was pre-arranged was to see if he would <sup>not</sup> make a compromise with his creditors, and if we did not succeed in that way, to make a compromise for both of us, which was certainly natural.

RD. Q. 2. You have also stated, that after looking over the whole field, you thought a compromise was best. Now, I ask you, did you reach this conclusion because, after having compared notes with Mr. Ginsburg, you thought you did not have sufficient evidence to enable you to succeed in setting aside the Bill of Sale ?

(Question objected to by Counsel for Plaintiffs, because it is a leading question and the same suggests the answer).

Ans. I came to that conclusion because I had consulted the creditors, consulted Counsel who could not give me any encouragement, and therefore, thought the only thing was to try to get him to effect a compromise.

RD. Q.3. You have said also, that you made up your mind not to proceed without prima facia evidence ; did you, at that time, have prima facia evidence ?

(Question objected to by Counsel for Plaintiffs, because the same elicits the opinion of the witness.)

Ans. I did not think there was evidence there, to substantiate or uphold an attachment, or whatever proceedings might be necessary.

RD.Q.4. In answer to a question you have said, that if the creditors succeeded in this suit, you would have to pay the bond.

Now, in order to allow you to explain, I ask you this question ; that whether, on account of, as you call it a replevin bond, but as we term it, a forth-coming bond, if the Januarys produce sufficient goods at the termination of this suit to satisfy any judgment rendered against them, would you have one penny to pay on this bond ?

Ans. We would not, as I. P. January said there is plenty there to pay.

RE-CROSS EXAMINATION.

RX Q.1. You have answered in your re-direct examination, that if they respond with sufficient goods in the event judgment is rendered against them in this suit, that you will not have to pay any money on the forth-coming bond. Suppose they sell their goods or dispose of them as they did sometime ago when they paid you forty cents on the dollar ; suppose they do the same thing now, would you not have to pay 60% on the forth-coming bond ?

Ans. I do not anticipate anything of the kind .

And further this Deponent saith not.

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NOTE BY THE COMMISSIONER.

(By agreement of Counsel, signature to this Deposition is waived.)

Alexander Cohn, being first duly sworn deposeth and saith in answer to Interrogatories, as follows :

Q. 1. By Counsel for Defendants. Please state your name, age, residence and occupation?

Ans. Alexander Cohn. I am 39 years old. #421 W. Baltimore St., Baltimore. I am a merchant and a member of the firm of Alexander Cohn & Bro.

Q. 2. Are you acquainted with H. January and I. P. January of Suffolk, Virginia, and if so, how long have you know them ?

Ans. I am acquainted with the two gentlemen and have known them about three or four years.

Q. 3. Were you in Suffolk about the 15th of October, 1896 ?

Ans. Yes, sir.

Q. 4. State what business you went on ?

Ans. On account of H. January owing us some money and I heard he made a bill of Sale, and I went there for that purpose.

Q. 5. Then, your firm of Alex. Cohn & Bro. were at that time, creditors of H. January ?

Ans. Yes, sir.

Q. 6. How much did he then owe you ?

Ans. About \$700.00.

Q. 7. Can you state exactly, what caused you to go to Suffolk at that particular time ?

Ans. Well, when I heard he made a Bill of Sale, I went over there, and wanted to find out if I can secure anything of the debt what he owed us, or find out what he intended to do.

Q. 8. Did you go down on the Bay Line Steamer ?

Ans. Yes, sir.

Q. 9. Please state whether any other creditors of H. January went down on the same trip, and if so, who they were ?

Ans. I met Mr. Markell and Mr. Ginsburg,--these two gentlemen I met on the Boat.

Q. 10. Will you state whether or not you and Mr. Markell and Mr. Ginsburg, conversed with each other on that trip in regard to the business which called you to Suffolk ?

Ans. Yes, sir.

Q. 11. Mr. Ginsburg, in his answer to question 14 on cross-examination, has said, you did not speak to each other of the object of your visit. Is this true or not ?

Ans. It is not true.

Q. 12. He has also said, that on approaching you to talk on the subject, that you would not listen,--Is this true or not ?

Ans. No, sir.

Q. 13. After you reached Suffolk on that trip, state where you went ?

Ans. We went all together to H. January's store.

Q. 14. State if any of the other creditors of H. January were there and if so, name them all.

Ans. There was there, Mr. Markell, Mr. Ginsburg, Mr. Klawanski, Mr. Scheeler of New York and myself.

Q. 15. State exactly and precisely what conversation you had with H. January or I. P. January that day, in the presence of the other creditors?

Ans. When we came in the store in the morning, there was H. January and I. P. January, and we asked him what he intends to do, whether he made a Bill of Sale and what he was going to do for us, and he simply said that in the position he was in

now, he could not do anything, but he would do something for us as soon as he can. His intention was not to make a Bill of Sale, that is what he said, but that when he came back from Baltimore, that some of the people make remarks here in Baltimore, that he bought so many goods that there might be something wrong, and on that account he didn't receive many goods. His intentions was straight, but that, as he ~~and~~ didn't get the goods in to do business on, and as he owed his brother some money, there was nothing left for him but to make a Bill of Sale, but he stated that as soon as he can, that he will try to do for us whatever was in his power

Q. 16. Had you, at that time, as much interest in this matter as the other creditors ?

Ans. I had the same interest as the others.

Q. 17. State if you, at that time, made a demand on H. January for the money due you, in the presence of the other creditors, and if so, what reply did he make to you ?

Ans. That demand was made by all of us, and he said the same thing: -that he can't do nothing right now, but as soon as he can, he will.

Q. 18. State whether or not you were present in the store of H. January, nearly all day during the two days that you were in Suffolk ?

(Counsel for Plaintiffs objects to this question, because it is leading.)

Ans. Yes, sir. I was there from the morning until the last train left Suffolk in the evening at eight o'clock.

Q. 19. How many days were you there ?

Ans. Only one day.

Q. 20. Can you state whether you noticed that either of the Januarys talked more freely and confidentially to the other creditors than they did to you ?

Ans. Not that I know of, no, sir.

Q. 21. Do you know of any reason why they should have done so ?

(Question objected to by Counsel for Plaintiffs, as calling for the witness' opinion).

Ans. No, sir.

Q. 22. Mr. Ginsburg has said, in answer to question 17 on his examination in chief, that I. P. January told him, he had the Bill of Sale in his pocket for several days. Please state what you know about this matter, and if you heard any such conversation ?

Ans. I was with them all the time and besides I was there myself, but I never heard such conversation made at all.

Q. 23. Ginsburg also says, that I. P. January said to him, that the Bill of Sale was made for the purpose of preventing the Baltimore creditors from getting their money,--State whether or not, such a statement was made in your presence ?

Ans. The only thing that I heard was, that the Bill of Sale had been made ; that he didn't get all the goods in from Baltimore and that the only thing was left him, because he owed his brother and as he didn't get any goods to go on with the business, was to make that Bill of Sale.

Q. 24. Did either of the Januarys tell you when the Bill of Sale was made, and how long they had carried it in their pockets ?

- Ans. When I was there, we asked him that, and he said, he "made the Bill of Sale the day before yesterday".
- Q. 25. Then, if you were there on the 15th of October, that would bring the Bill of Sale to the 13th of October,-would it not ?
- Ans. Yes, sir.
- Q. 26. Ginsburg also says, in answer to question 24th, that "this Bill of Sale was made so you rascals can do nothing, I got ahead of you and if you can do anything, go ahead and do it"- Did you hear such a conversation ?
- Ans. These remarks were not made at all. All that I can remember is, that he said, "I told you I would pay you as soon as I can, and if you think you want to do anything, of course, I can't keep you back".
- Q. 27. Did you talk with the other creditors about the feasibility of bringing a suit against January to recover your money ?
- Ans. They called me out of the store, and they asked me, what I am going to do ? I told them that the way the thing is, I ain't going to do anything as I don't want to go to any expense and law suits if I have no positive grounds to do it with, and they said, "I suppose you depend on January's promises and I assure you, that you or nobody else ain't going to get a cent if I would not join them". And I told them, that I will not spend any time or money on top of it, but that I will take the chances.
- Q. 28. Was Mr. Klawanski present that day ?
- Ans. Yes, sir.
- Q. 29. Will you state whether Ginsburg, Markell or Klawanski told you or stated in your presence, what evidence they had in

their possession or that they relied on, to institute an action against January ?

Ans As far as evidence is concerned, to be on the safe side, they don't have any, but stated that they knew if we would close them up, that it will bring him to a settlement in less than not a week's time, because he has <sup>not</sup> got enough money to fight us. That was the conversation.

Q. 30. Did they, or any of them , tell you that either of the Januarys had stated in their presence, that this Bill of Sale was made for the express purpose of Defrauding the Baltimore creditors ?

Ans. They never told me anything of that kind.

Q. 31. Did they tell you that January had confessed to them that he had had this Bill of Sale, carrying it around in his pocket for several days ?

Ans. I was there the whole day and I didn't hear anything like it.

Q. 32. Then, you did not hear, while you were there, anything either from the other creditors or from the Januarys in regard to these alleged admissions of the Januarys ?

Ans. No, sir.

Q. 33. Were you present at a meeting later on, held at the Office of Baker & Ginsburg in the City of Baltimore on a certain Sunday which had been called by the creditors, to decide upon some course of action ?

Ans. Yes, sir.

Q. 34. Were you invited to be present or did you go voluntarily ?

Ans. A gentleman from Baker & Ginsburg's, I think it was the bookkeeper, came to my place and asked me to call around in

regard to January's affairs.

Q. 35. State whether or not, any letter was read in that meeting from Simon Catzen of Suffolk ?

Ans. When I came around, there was all the creditors that I know of, and Mr. Ginsburg had a letter in his hand, written in Hebrew, and said that he had received it that morning, and it was in the letter, that Mr. Briggs had dropped dead in Court either Friday or Saturday, and that he was the main party in behalf of H. January, so therefore, they came to the conclusion that so long as Lawyer Briggs is dead, that we all should proceed now, as he hasn't got nobody who understands his case as Briggs did, and there is no question about it, that if we all go in, that a settlement will be made by January in a short while. I told them again, the same Sunday, that they can do whatever they like,-I would not join them, that I don't want to have a damage suit and spend money on top of it.

Q. 36. Had you and the other creditors decided before this meeting, that you would bring a suit against January ?

Ans. No, sir.

Q. 37. Do you know whether any of the other creditors without you, had decided to bring a suit before this meeting ?

Ans. They talked about it, the way I have explained before,--If we would all go in, they would bring a suit and that they can obtain a settlement, but so far as I know, everything was dropped until they received the letter stating that Mr. Briggs was dead.

Q. 38. Then, if I understand you, the purpose of this suit as expressed to you by the other creditors, was to force January to make a compromise,--Is this true ?

(Question objected to by Plaintiffs' Counsel because same is a leading question and suggests the answer, and because, the same elicits the opinion of the witness).

Ans. That is right.

Q. 39. And also, that the proper time had arrived for the institution of that suit, because they thought that Mr. Briggs, who was January's Counsel, was dead and therefore, could not assist the Januarys ?

Ans. That was the strength of it.

Q. 40. And also because, the Januarys did not have the money to defend a suit of this kind ?

Ans. That is right ; that is what I said before.

Q. 41. Mr. Wolf Catzen has stated in his testimony in this case, that H. January was in Baltimore buying goods for himself as late as last October,--Do you remember whether he was here buying goods in October, or not ?

Ans. He was only here in September, and never was here after that to buy goods.

Q. 42. State what his opportunities were at that time, for buying goods from you on credit ; in other words, could he, at that time, have bought more goods from you on credit than he did buy ?

Ans. He came up and bought his goods as heretofore. I also had confidence in him and his goods were bought from my brother on the road. He came in my place and inquired when I would

ship it, and I told him that "I got your goods all ready, and while you are here, to go up-stairs, and I will show you a few more lots that I want to close out to you; you know I always give you a bargain if I have got it". I took him upstairs and I showed him, so far as I can remember, three or four lots of suits, four or five suits of a kind in each lot. I made him a price and I told him that that is less than they cost me, and he said that I shall just ship what he had selected from my brother, and he didn't want to buy any more until he sees how the season goes.

Q. 43. Then, you offered to sell him more goods, then he was willing to purchase at that time ; Is that true ?

Ans. Yes, sir.

Q. 44 . Then, if his object had been to lay in a large stock of goods, buy them on credit, go home and sell them to his brother for the purpose of defrauding his creditors, he could have bought many more goods than he actually did buy,--Is that true ?

Ans. There is no question about it ; that he certainly could have taken those goods that I wanted to close out to him if his intention would be to defraud his creditors.

(Counsel for the Plaintiffs objects to this form of examination, because all the questions are leading and this one in particular, and because they suggest the answers, and further, because they elicit the opinion of the witness as to the intentions of the Defendants).

Q. 45. In his cross-examination, Mr. Ginsburg, in question 14 was asked as follows : "After you had heard that H. January had

executed a Bill of Sale to I. P. January, did you have a conference with the other Baltimore creditors of H. January before you went to Suffolk on the 15th of October, 1896", and he has said that he did not ; saw no one until he got on the Steamer to go to Suffolk. Do you know whether this is true or not ?

Ans. The only conference we had, was on the boat.

Q. 46. He has also said, in answer to question 52, which is as follows : "Did not S. Catzen write a letter to Baker & Ginsburg about the 17th or 18th of October, 1896, in which he stated that Merritt Briggs , who was January's Attorney, was dead, and that that was ~~the~~ a good time to sue January", and in answer to that question, he said, that such a letter had been written, but it did not state that Mr. Briggs was dead. Can you state whether this is true or not,--I mean, did the letter contain such a statement or not ?

( Question objected to by Counsel for Plaintiff<sup>ffe</sup> on the ground that it elicits hearsay evidence).

Ans. That was the first thing said in that letter ; that Merritt Briggs was dead, and just on that account, the meeting was called.

Q. 47. He has also said that Catzen, had informed them that Briggs was dead, but did not give this information at that meeting. Now, as a matter of fact, was not this information given at that meeting ?

(Question objected to by Counsel for Plaintiffs, as leading.)

Ans. That information was given at that meeting, openly before all of us.

Q. 48. He has also said, in answer to question 6 on re-direct examination, that you had said, that you had gotten paid for your goods, and that you would, therefore, not join them ; Did you ever make such a statement to him ?

Ans. I am surprised that any gentleman would swear to a thing of that kind,-that I told them that I got paid for the bill.

(Plaintiffs' Counsel objects to this answer because the question purports to be a quotation from the re-direct examination of Mr. Ginsburg, wherein it is made to appear that Mr. Ginsburg states that Alex. Cohn & Bro. told him that they got paid by January and that was the reason they had not joined the creditors, when, in fact, Mr. Ginsburg never made any such answer).

Q. 49. You never told them, at any rate, that you had been paid for it, did you ?

Ans. I never did.

Q. 50. Now, Mr. Ginsburg says, in answer to question 9, when asked whether or not Alex. Cohn & Bro. and Eichengreen & Weil had refused at every step to join the other creditors ; that you had stated that you had got your money and would not, interfere with anything. Did you ever make such a statement to them ?

Ans. Well, I must repeat the same thing over again, that I am certainly surprised that any man should swear to any such thing that I told him, which is not the case.

Q. 51. Mr. Ginsburg also said , that you said, that you had been fixed up all right and that you would not interfere ; Did you tell him this ?

Ans. No, sir.

Q. 52. Ginsburg said also, after leaving Suffolk, he had one other conference with you at his office, and that you stated that you would not join him in the fight because I. P. January told you he was "coming to pay you" ; State whether you made this statement or not, to Mr. Ginsburg ?

Ans. I never saw or had any conversation with Mr. Ginsburg at all, from the time I left Suffolk until the time when the meeting was called on that Sunday. That was the only conference I had with him.

Q. 53. Mr. Ginsburg has also stated, in answer to question 22 that he authorized the bringing of this suit before he returned to Baltimore from that trip to Suffolk on the 15th of October,-- Do you know whether this is true or not ?

Ans. So far as I know, as I said before, that on the first visit to Suffolk in regard to the suit, everything was dropped and cooled off until that Sunday when they received that letter and called a meeting. No, sir, I do not know whether he authorized the bringing of the suit at that time or not.

Q. 54. Mr. Markell, in answer to question 17 on direct examination, when asked to state what conversation he had with H. January on October 15th in Suffolk, said that January said, "it is no use for you people to come down here and try to bull doze me, I have got you fixed. I have had the bill of Sale ready before Harry went to the market. You all can't do a thing, and the best you can do, is to keep quiet". Did you hear such a conversation ?

Ans. I was there the whole day, but I have not heard such remarks at all.

Q. 55. Mr. Markell has also stated in answer to question 23, as to what Mr. January said in the presence of Mr. Klawanski and Mr. Ginsburg, as follows, "that January had said, you can go ahead and do what you like. I have had the Bill of Sale and the store belongs to me. I had the Bill of Sale before you people shipped my goods". Was such a statement made in your presence ?

Ans. Not while I was there,-No, sir.

Q. 56. He also said, that January said, that he had heard that the Baltimore creditors were coming down, so he went down and got his bicycle, went down to the Court House, and had his Bill of Sale recorded,--Was this statement made in your presence ?

Ans. No, sir.

Q. 57. In answer to question 31, which was,-"Was the Bill of Sale discussed in your (Markell's) presence when either you or Mr. Weil were present", he said in answer to this question, "Not as I remember". Is this true or not ?

Ans. They didn't discuss the Bill of Sale while I was there at all.

Q. 58. Can you state whether or not any difficulty took place between Mr. January and Mr. Klawanski in the store of January on the 15th day of October, 1896 ?

Ans. They had a little argument there. Klawanski said to January that he felt that he don't do right, or he shall pay them. January answered him that "if there is any man that does wrong that is you, you have failed many times and besides I bought from you a lot of boy's suits at one price and when you shipped them, you charged more for them than I bought them for and that shows that you try to do wrong any time when you get a change."

Q. 59. What did Klawanski say in answer to January's talk ?

Ans. I will tell you just how it is. They commenced to argue and January got mad and told him, he don't want to be insulted by him any more.

Q. 60. Can you state whether or not Klawanski, on that occasion, called January any harsh or ugly names ?

(Counsel for Plaintiffs objects to this question, as leading.)

Ans. Well, I would said it before, but I think them too common words to use. He told him that he was a rascal and a thief. I don't want to use his words.

Q. 61. State whether or not you heard January say to him, that if he repeated such language to him, "I will beat you"?

Ans. Yes, sir. He said if he didn't stop using such language he was going to order him out of the store.

Q. 62. Mr. Cohn, if you know anything else in regard to this transaction, you will please state it ?

Ans. The only thing that I do know is, that I feel satisfied that January's intentions were right. Selz Bros. came to me in reference to him and told me that he had bought from them \$275.00, or something like that, worth of goods and asked what I knew about him, and I told them. A few days later, I saw Selz Bros. and they told me that he had written a letter to January asking him to send them \$75.00 and that they would ship him the goods that he had selected of \$275.00 or whatever the bill might be, I can't say exactly. A few days later, they received a letter from January stating that it was impossible for him now to send them any money on their bill and on that account, the house shouldn't ship the goods. So after that, that showed to my own idea that the man's in-

tention was right, or he certainly would take \$275. worth of goods for \$75. if he meant to do wrong. At the time when I shipped him my bill, I reminded him again, ~~that~~ if he intended to take them four lots that I wanted to close out, that I will still hold them until I hear from him if he wanted them. And he answered me that he didn't want any more goods at present, he will wait until later on in the season and see how business may be.

#### CROSS-EXAMINATION.

X Q. 1. Mr. Cohn, you have paid a lasting tribute to the honesty and integrity of one H. January. I would like to know, Mr. Cohn in what sum H. January is indebted to the firm of Alex. Cohn & Bro. ?

Ans. About \$700.00 ; it may be a little more or it may be a little less.

X Q. 2. Has H. January paid you or your firm, any money on his account since the 13th day of October, 1896 ?

Ans. Mrs. A. January has paid us something on account.

X Q. 3. Who is Mrs. A. January ?

Ans. His wife.

X Q. 4. How much has she paid on his account ?

Ans. Why, I think it is \$350. or something like that.

X Q. 5. Has any-body else, including H. January himself, paid any money to your firm on account of H. January ?

Ans. No, sir. That is the only payment.

X Q. 6. Can you say when this payment was made ?

Ans. Several payments.

X Q. 7. Was any made in October after the sale ?

Ans. I don't think so.

X Q. 8. Any made in November ?

Ans. Might be November or December that it started.

X Q. 9. Is I. P. January indebted to the firm of Alex. Cohn & Bro.?

Ans. Do you mean now, or at the time ?

X Q. 10. I mean now.

Ans. Yes, sir.

X Q. 11. Please state in what amount, as near as you can ?

Ans. About \$350.00.

X Q. 12. Please state who selected the goods that I. P. January now owes you for ?

Ans. I. P. January.

X Q. 13. Has H. January ever selected any part of the goods that I. P. January owes you for ?

Ans. I can't tell. My man sells them down there on the road.

X Q. 14. Have you any other interest or are you security or otherwise in any sum whatever, for H. or I. P. January ?

Ans. None at all.

X Q. 15. Is your firm security for H. or I. P. January ?

Ans. The only security that I know of is, that we furnished bond.

X. Q. 16. What is the amount of that bond, and what is that bond for ?

Ans. The amount, I think, is \$5,000.00. It was on that account that the otherside have closed the parties up and there was a Trustee in the store, and he didn't know anything about clothing and he would sacrifice it at any price so I came to the conclusion with Mr. Weil that January understands his business and would not throw the clothing on the market for nothing, and that we shall furnish the bond, put them in there, then we know that they will realize the full value of the goods, and in that way we may be able to get something out of it.

X Q. 17. What was the inducement that caused you gentlemen to make that bond for the Januarys ?

Ans. That was the inducement that I said before.

X Q.18. Then, Mr. Cohn, if that sale from H. January to I. P. January was a bona fide one, and H. January owed you the money, how would you expect to collect that money from H. January when I. P. January owned the store ; merely by going on his bond ?

Ans. That is what I said before ; that they would sell the goods. Of course, the goods belonged to us because we gave bond for them, and we <sup>had</sup> him in there that he should sell the goods for us while he understands the business, to realize the full value of the goods.

X. Q.19. Mr. Cohn, when you went down on the boat with Mr. Ginsburg ~~to~~ and Mr. Markell, what was the conversation that passed between you gentlemen in regard to the affairs of the Januarys?

Ans. Mr. Markell, Mr. Ginsburg and myself were all sitting together about eleven o'clock before we went to bed. They asked me what I am going to do ? I told them I can say nothing now. When I will get down there and see and will hear what January will say, then I can tell more about it.

X Q.20. Was there any other conversation between you gentlemen, after you told them this ?

Ans. He said he was going down there, to try to get his money from him and if not, he may frighten him to close him up and bring him to a settlement.

X Q.21. Was anything else said ?

Ans. No, sir.

X Q.22. Was that the extent of the conversation between you gentlemen in regard to the Januarys ?

Ans. On the Boat,--yes, sir.

X Q.23. So, you did tell Mr. Ginsburg that you could not tell him anything as to what you would do until you got to Suffolk, then you would ascertain what you intended to do and would let him know,--Is that what you said ?

Ans. I told him that I can tell him more about it when I am there, That is all.

X Q.24. Is it not true, Mr. Cohen that you indulged in a general discussion about the affairs of the Januarys on that Boat ?

Ans. That was the only discussion we had.

X Q.25. When was the next time that you took up the subject of the Januarys and began a discussion ?

Ans. It was the next day when we ~~came~~ come to Suffolk.

X Q. 26. Did you and Mr. Ginsburg and Mr. Klawanski and Mr. Markell go up on the same train to Suffolk from Norfolk ?

Ans. Yes, sir.

X Q. 27. Was there any discussion in reference to the January's affairs on that train , between you gentlemen ?

Ans. Not much discussion until we come to Suffolk to the store.

X Q.28. Now, Mr. John, after you got there, you stated in your direct examination, that January told you that the reason the Bill of Sale was executed, was because his credit had become impaired and that parties had refused to ship him goods, and that, as he owed his brother all that he had, he determined that the best thing he could do was to make this Bill of Sale. Did you believe him or not, when he told you this ?

Ans. He didn't tell it to me, he stated it to all of us. I did believe it.

X Q.29. Were you satisfied that the answer was an honest answer by January and an honest reason for making the sale to his brother ?

Ans. My judgment was, according to the statement that he made, that he couldn't get the goods from Baltimore in the position he was, that I thought the matter was not much out of the way, according to the statement that he made.

X Q.30. If, then, you believed him when he told you that he owed his brother all he had and made a sale to him, taking all he had to pay his brother, do you think he was entitled to much <sup>greater</sup> credit than he had ?

Ans. Certainly, he was entitled to credit.

X Q.31. Now, I repeat, that if you believed what he said, was true, that it took all of his goods to pay his brother, enough to consume all the goods, do you believe, as a business man, doing business in Baltimore, when dealing with a certain class of trade, you have to keep your eyes pretty well skinned ; that he was entitled to a much larger credit than he enjoyed.

Ans. Yes, sir, I believe that he was entitled to credit, on account that he always acted square in every respect.

X Q.32. You furthermore answered, that he told you that his credit had been impaired in Baltimore and that several parties had refused to ship him goods, and you said that you believed this to be true,--Is that so ?

Ans. Yes, sir.

X Q.33 When were the goods H. January owes you for, shipped to him ?

Ans. I think it was in September. I may be, August or September, I can't say. I am satisfied, however, that it was the early part of September.

NOTE BY THE COMMISSIONER.

(The witness here files statement which is hereto annexed, marked exhibit A. C. No. 1.)

X Q.34. Do you know when H. January was last in Baltimore, previous to his failure ?

Ans. The only thing that I can remember,--was in September that time and then may be the season before. He always came once a season so far as I know.

X Q.35. Can you say whether or not H. January was in your store or in your firm's store a short time before his failure,--this sale, I mean?

Ans. The only time he was in my store was before I shipped him the goods when he was here in the market.

X Q.36. When was that, Mr. Cohn, to the best of your recollection ?

Ans. That was in the early part of September.

X Q.37. Will you swear that it was not in the last part of September?

Ans. Yes, sir. I mean it was before I shipped him the goods. I can't say exactly the date.

X Q.38. You testified in your direct examination, in speaking of Mr. January's motives, that you offered him four or five stacks of clothing, but that he refused to take any of them. When was that ?

Ans. That was when he was here to buy goods ; before I shipped him the goods what he selected on the road from my brother.

X Q.39. In order that I may be certain in fixing the ~~date~~ time, was it not either August or September, 1896.

Ans. It must be September, 1896.

X Q.40. Now, Mr. Cohn, would you have sold Mr. H. January that same lot of clothing on the first day of October, if he had called in your store to purchase them ?

Ans. I would have shipped him the goods, even one day before I heard he made a Bill of Sale, because I had a balance left from his order which was packed and only waiting for a couple of coats which would have been shipped the next day, but after I heard he made a Bill of Sale, of course, I did not ship him.

X Q.41. Mr. Cohn, would you have sold him more than that, if he had asked you to sell it to him ?

Ans. Of course, I would.

X Q.42. Now, Mr. Cohn, did you ever have any conversation with anybody in Baltimore about January or the sale, in reference to his credit or financial responsibility ?

Ans. Never. No, sir.

X Q. 43 Did you know whom whom he purchased goods in the City of Baltimore ?

Ans. From some houses I knew.

X Q.43. Did you not know the majority of the houses that January purchased his goods from ?

Ans. I don't know whether it was a majority or not, because I don't know how many houses he was dealing with.

X Q.44. Of those houses that you knew that he bought goods from, did not some of them caution you not to ship goods to H. January?

Ans. Nobody cautioned me not to sell.

X Q.45. Don't you in selling goods, Mr. Cohn, ordinarily make inquiries in regard to the standing, credit and financial ability of your customers, from other houses besides your own and from Agencies and other sources of information ?

Ans. Yes, sir.

X Q.46. Do you mean to say, that you did not hear sometime during the month of August, September or October, previous to this sale, a common rumor in reference to the probable failure of H. January ?

Ans. Not a word.

X Q.47. Now, Mr. Cohn, I want to ask you this question,--You stated that when you got to Suffolk, H. January told you that the reason he made the Bill of Sale to his brother was, because his credit had become impaired in Baltimore and that certain houses had refused to ~~xxx~~ ship him goods, and for that reason he had made the Bill of Sale to his brother, to whom he owed everything he had and that you believed the statement he made to you, was honest and true ?

Ans. It is not necessary for me to know or that I shall know January's affairs in my place of business what he knows in Suffolk. If I would hear anything of his affairs that he had been turned down or anything that hurt his credit, then maybe I would not have shipped him either, but I have not heard nothing at all previous to when I shipped and therefore his credit in our house was just as good as it was years before.

X Q.48. ~~Mr.~~ Cohn, did you ever lose any money on the Januarys before this sale ?

Ans. No, sir.

X Q. 49. Were you aware that they failed sometime ago ?

Ans. Yes, I was. They failed, I think, two or three years before.

X Q.50. Do you know how much they paid ?

Ans. I do not now, because I was not interested.

X Q.51. Have you never ascertained in looking up their record as a business risk ?

Ans. I have.

X Q.52. Did you never ascertain whether or not they paid dollar for dollar in their failure, or paid less ?

Ans. Whatever their settlement might be at the time or whatever they paid, I have got all of the information home in my books. It is impossible for me to keep every customer in my head, with whom I am doing business.

X Q.53. Now, Mr. Cohn, Judge Rawles in his direct examination, has asked you whether or not you heard I. P. January and H. January tell Ginsburg, Markell and Klawanski, certain things in reference to the execution of the Bill of Sale. Can you swear that you heard, while on your visit to Suffolk, everything that was said by the Januarys to Ginsburg, Markell and Klawanski and everything that was said by Ginsburg, Markell and Klawanski to the Januarys ?

Ans. I can't say. May be they had a conference private so far as I know.

X Q. 54. Where were you standing ?

Ans. Always in the store.

X Q.55. Were you talking to H. January and I. P. January the whole ~~this~~ time you were there ?

Ans. Not all the time.

X Q.56. Was I. P. January outside of the store at any time while you were talking to H. January on the inside ?

Ans. No, they were always together as long as I was there.

X Q.57. Did you go to dinner that day ?

Ans. I did.

X Q.58. Did you leave the store by yourself or did you go with the others ?

Ans. I went with January.

X Q.59. Did you take dinner with him ?

Ans. Yes, sir.

X Q. 60. Do you know what the other creditors had for dinner that day?

Ans. I don't know that.

X Q.61. Do you know whether they had any dinner that day ?

Ans. I don't know.

X Q.62. Which one of the Januarys did you go to dinner with ?

Ans. H. January.

X Q.63. Where was I. P. January while you were at dinner with H. January ?

Ans. At the store.

X Q.64. How long did H. January and yourself remain at dinner ?

Ans. About half an hour. Something like that.

X Q.65. Where was Mr. Ginsburg, Markell or Klawanski while you were at dinner with H. January ?

Ans. I remember passing them. They were standing on the corner on the otherside.

X Q.66. Now, Mr. Cohn, can you swear that neither Ginsburg, Markell or Klawanski went to the store where I. P. January was, while you were at dinner with H. January ?

Ans. The only thing that I know is, that when I come back with January they came in and said, that "we have just had our dinner too".

X Q.67. I asked you this question : Can you swear that neither one of those gentlemen saw I. P. January while you were at dinner?

Ans. I can not.

X Q.68. Mr. Cohn, was there any inducement held out to you, for you to assist in furnishing the bond that you furnished for the Januarys ?

Ans. Any inducement?

X Q.69. Yes, sir?

Ans. What I said before. I consulted Mr. Weil of Eichengreen & Weil that we furnish the bond, that they shall be able to realize for the goods what they are worth, and not to be in any hands what don't know anything about that business, and on that account we thought January would be able to do something for us.

X Q.70. Mr. Cohn, you stated that you furnished that bond in order that the stock might not be sacrificed. Is that it ?

Ans. Yes, sir.

X Q.71. And that you might save something out of it. Is that it ?

Ans. Yes, sir.

X Q.72. Mr. Cohn, was there not an agreement between the Januarys, Eichengreen & Weill and Alex. Cohn & Bro., that if they furnished that bond for \$5,000.00, or whatever the amount is, that the Januarys would see that you two firms got your money first ?

Ans. There was no agreement at all. Only promised, as I said before, that he will do whatever is in his power.

X Q.73. Then, that is the reason that you made the bond and was the only promise made to you to induce you to make that bond ?

Ans. Yes, sir.

X Q.74. After making that bond or when you made that bond, did you still have implicit confidence in the Januarys ?

Ans. I had confidence in them so much, that I put them there in the store to sell the goods for us, while he is capable of running that business.

X Q.75. Who did you put there in charge of the store to sell those goods for you ?

Ans. I. P. January.

X Q.76. How much did you pay him as salary ?

Ans. I paid him whatever he needs.

X Q.77. How much did you pay H. January ?

Ans. whatever he needs,--no salary at all.

X Q. 78. You say, therefore, that you put I. P. January in charge of the stock and that you paid I. P. January whatever he needed and gave H. January also, permission to draw whatever he needed. Is this true ?

Ans. To a certain extent.

X Q. 79. Now, please state fully, the extent of the authority that you gave these gentlemen ?

Ans. It amounted to about \$10.00 a week.

X Q.80. Now, Mr. Cohn, were you not uneasy while they were in charge of the stock, and did you have unbounded faith in their management of the business, and did you *feel* that they would turn over and account for every dollar that was taken in as the goods were sold ?

Ans. Yes, sir.

X Q.81. Did you think at any time, that they required watching in the management of the business ?

Ans. I don't think so.

X Q.82. Have you ever thought so ?

Ans. No, sir.

X Q.83. Then, Mr. Cohn, was there any agreement between yourself, and Richengreen & Weil or between either one of you with the Januarys that if you would do certain things for the Januarys

including the making of this bond, that the Januarys would pay you the money that was due you or your firm, and that, in order that the agreement might be carried out in good faith you could put your brother there to manage that business until enough money was realized to pay these claims? Was there ever such an agreement made between you and the Januarys?

Ans. No, sir. No agreement at all.

X Q.84. Was your brother Isadore in Suffolk after the sale?

Ans. Yes, sir.

X Q. 85. What was his business there?

Ans. The business that caused him to go there; he is selling goods for us and at that time, after we gave the bond, I dissolved business with my other brother and my brother Isadore had nothing to do in my place, and being as they wanted a clerk, I sent him over there until my samples will be ready for the coming season, that was about the beginning of December, when I called him home.

X Q.86. What business was he engaged in in Suffolk?

Ans. He attended inside to the store with them together.

X Q.87. How long did he remain there?

Ans. About four weeks.

X Q.88. About four weeks?

Ans. Yes, sir.

X Q.89. Has he been in Baltimore since his return from Suffolk?

Ans. When he returned from Suffolk, I sent him on the road for myself again and he was gone about two months and a half, then he came back and now he is in Baltimore.

X Q.90. So, therefore, you mean to say, that his trip to Suffolk was of no special importance, but that you merely sent him there on a pleasure trip ?

Ans. No, sir. I did not say a pleasure trip.

X Q.91. Well, vacation then ?

Ans. No vacation. I sent him there because he had nothing to do in my place until I would have the samples ready. He can stay there so long until I need him, which he did.

X Q.92. Did you have any reason or purpose for sending him to Suffolk?

Ans. No other reason at all.

X Q.93. Do you mean to say that he was not sent there in connection with the January matters, and that the Januarys' affairs and your connection with them, had nothing to do with his going to Suffolk ?

Ans. He was sent there for his own benefit. He worked there before they would take any one else. He had nothing to do in my place.

X Q.94. So, it wasn't because you were afraid of the Januarys that you sent your brother to Suffolk ?

Ans. If I had been afraid of the Januarys, then I would have had him there all the time.

X Q.95. What became of your stock of goods under the management of the Januarys in Suffolk ?

Ans. They sold part of it and some of it is still there.

X Q.96. Did you realize enough out of his stock to pay you an amount in order to secure the bond that you made for them ?

Ans. Not all yet. We got part.

X Q. 97. How much have you got ?

Ans. Well, I got \$1100.00 on that.

- X Q.98. So, then, you have got \$1100.00 and that \$1100.00 you claim as security for the bond which you provided for the Januarys?
- Ans. They sent up the money weekly, as they got it, to secure the bond.
- X Q.99. Is that to secure your bond or is it to secure the bond that Eichengreen & Weil made for the Januarys, or did you both make one bond, and is that money intended to secure that bond?
- Ans. Just one bond. Eichengreen & Weil and myself are together.
- X Q.100. So therefore, the amount of money that you have on hand is to secure you and Eichengreen & Weil on this bond that you and Eichengreen & Weil made for the Januarys ?
- Ans. That is right.
- X Q.101. Did you ever make a bond for the Januarys for \$2000.00, or for either one of the Januarys ?
- Ans. That is the only bond that I gave, the one that Eichengreen & Weil and I gave together.
- X Q.102. Now, Mr. Cohn, you stated that while you were present there, was a little rumpus between H. January and Klawanski in which you stated that H. January had charged Klawanski with dishonesty by stating, that "he had bought a lot of boy's suits at one price and you billed them at another", and that Klawanski answered back, and told him that he was a liar and a thief or words of similar import. Is that correct ?
- Ans. Those ~~words~~ names Klawanski said to him before January made that remark to him about the boy's suits.
- X Q. 103. Mr. Cohn, do you know whether or not those clothing were ever returned to Klawanski on account of their having been

billed at a little higher figure ?

Ans. I can recollect that he said that he would return them if the trouble would have happened here in Baltimore.

X Q.103 What trouble ?

Ans. That he was turned down in regard to his credit by houses in Baltimore, and therefore, he intended to return them.

~~whether~~ Whether he returned them or not, I do not know.

X Q.104. You say, that he told you that he would have returned the boys' clothing to Klawanski if he had not been refused other goods by other houses in Baltimore ?

Ans. I did not say that.

X Q.105. What did you say ?

Ans. That the trouble was, that he was turned down by some of the houses in Baltimore and consequently he could not pay attention right then to his business but intended to return them and would return them, but whether he has done so or not I don't know.

X Q.106. Don't you know, as a matter of fact, that in the Bill of Sale from H. January to I. P. January that all of the goods in that store, were conveyed to I. P. January, or claimed to have been conveyed to him, and that there was no part of that stock reserved or excepted under that Bill of Sale ? Don't you know that ?

Ans. That is what I understood.

X Q.107. You don't know what become of Klawanski's boys' pants in the shuffle do you ?

Ans. I don't know.

X Q. 108. With the report of January's antecedents, and as a wholesale merchant in the city of Baltimore with all the usual re-  
sources for ascertaining the credit and standing, <sup>and</sup> financial responsibility of merchants; knowing that January, on a previous occasion had failed in business, and possibly, knowing that he did not pay his creditors in full, and knowing on the occasion of the sale to his brother, I. P. January, that none of his creditors besides a possibility of Eichengreen & Weil and yourself received a single dollar for their goods, and knowing furthermore, that H. January only had enough on hand to pay his brother, and knowing that he had no capital if this was true, and knowing further, that he gave you as a reason why he made the Bill of Sale was because his credit had been impaired in Baltimore, and that he could not get other people's goods which, as a Baltimore merchant you had never learned from any source except from the Januarys, you stated to the last question asked you by Judge Rawles in reference to what you had further to say, that you thought and felt satisfied that January was acting honest and right. Now, please state whether or not, you based your opinion of H. January's honesty upon a full knowledge of these facts, and did you still think him to be an honest man?

Ans. When I started to sell the man about three or four years ago, I found his transactions from time to time, fairly satisfactory and a customer acting with me, that way, from time to time, I commenced to place my confidence in him. It is not always that I give a man credit because he is rich. I give my credit to people sometimes when they are in fair standing

and when their dealings with me are straight and honorable, and on that account I increase their credits from time to time, and that is the reason my confidence was placed in Mr. H. January by the last bill that I sold him, and that he will do further in his business what he has done in the past.

X Q.109. Then, your basis of credit to a man is formed from his conduct to you and not from his conduct to the general business world: Is that true ?

Ans. So far as I know, his dealings with other houses were satisfactory before.

X Q.110. Don't you know, that he once failed and paid forty cents on the dollar ?

Ans. That time I didn't deal with him and that might happen to a man that is ever so honest.

X Q.111. Do you know, that he tried to compromise his last debts through Eichengreen & Weil at twenty-five cents on the dollar?

Ans. I think Eichengreen & Weil reported like that. I don't know sure.

X Q.112. That can also happen to anybody, no matter how honest he is,— can it not ?

Ans. I suppose he can pay no more.

X Q.113. Don't you think though, that it happens oftener to January than it does to some other of your friends ?

Ans. No, sir. I know customers that fail every season or every year.

X Q.114. Can you recall any of their names ?

Ans. It is not necessary to do that.

X Q.115. Do you call them honest men ?

Ans. I can base no opinion of them because I don't know them.

X Q.116. Do you call a man an honest man who pays you and beats the balance of his creditors ?

Ans. I have not got paid for it yet.

X Q.117. Mr. Cohn, don't you know, that if this suit is decided adversely to the Januarys that the creditors will call upon you as bondsman on that replevin bond ?

Ans. I suppose so.

X.Q.118. Therefore, you are interested to the extent of your claim against H. January, and the money due you by I. P. January for the goods purchased since the sale, and one-half of the amount involved in this suit, in the event judgment is obtained against the Januarys,--Is that not true ?

Ans. There is no question but that it will be realized down there until the property will get sold.

X Q.119. You understand though, that you are interested to that extent, do you not ?

Ans. I do.

X Q.120. Then, You are very desirous, are you not, of seeing the Januarys win this case ?

Ans. I hope they will.

X Q.121. Are you now on friendly terms with them ?

Ans. The same as before.

X Q.122. Would you be so if you saw <sup>no</sup> ~~any~~ prospect of collecting your money ?

Ans. Yes, sir. For an honest man, I would do anything to help him along until he can work himself up again.

X Q.123. Now, Mr. Cohn, you know when January came into your store and you offered that stack of goods which he refused, can you say that January did not think that you were trying to test him

as to the limit he would go , in buying goods. Can you say that he was not smart enough to think that you may have been testing him ?

Ans. No, sir.

X Q.124. Have you ever, in your business ~~connectionxxxxxx~~ career as a merchant, offered a customer more goods than he was entitled to buy, when he tried, and say whether or not he would buy them or not ?

Ans. Yes, sir. Sometimes.

X Q.125 Have you not, in your business career seen customers refuse to buy goods offered them and fail a short time afterwards ?

Ans. Some times that happens.

X Q.126. Is it not true, that the buyer is as smart as the seller in those cases ?

Ans. It depends upon who you are dealing with and what your opinion is of the person.

X Q.127. Do you not think that January's former experience would give him a good idea as to how to work this scheme ?

Ans. You can't go by that at all.

X Q.128. You stated that as, an evidence of January's honesty he offered to buy \$275. worth of goods from Selz Bros. and that Selz Bros. wrote him and told him that if he would send \$75. Selz Bros. would ship the goods, to which letter January replied that he did not have \$75.00 and therefore countermanded the order to Selz Bros. Can you say whether or not, if January had remitted the \$75.00 that Selz Bros. as a matter of fact, would have shipped the whole bill to H. January ?

Ans. I think they would, but I can't say. I think they would.

X Q.129. Don't you know that Selz Bros. like other dealers in this City, often write to their customers who pick out more goods than their credit entitles them to receive, that if they will send a certain amount of money, they will ship the goods, and is it not a fact that when they receive these certain amounts of money, they very often ship only enough goods to cover the amount remitted ; and don't you sometime do that your self ?

Ans. It depends what house it is. I have never done it.

X Q.130. Don't you think and don't you know, as a business man, that if January had been a man of any standing in the City in which he lives, that he could easily have raised \$75.00 to pay on a \$275. bill, if he needed the goods, as a man does need them who is honest in business and buys goods in such a manner ?

Ans. Not exactly all together, because ~~xxxxxxxxxxxx~~ on account he owed some back bills which were due, I suppose, and he wanted to pay them, and therefore, I suppose, he was unable to raise or pay the \$75. at that time.

X Q.131. Mr. Cohn are you or your firm, surety or guarantee for a bill due J. Epstein & Co. by I. P. January ?

Ans. No.

And further this Deponent saith not.

---

(By agreement of Counsel, signature to this Deposition is waived.

STATE OF MARYLAND           )  
                                  ) To wit :  
City of Baltimore)

I, J. Kemp Bartlett, Jr., a  
Commissioner for the State of Virginia, duly qualified by the  
Governor of the State of Virginia, in and for the City and State  
aforesaid, do hereby certify that the foregoing Depositions were  
duly taken and reduced to writing, before me, at the place and  
the time, therein mentioned pursuant to the annexed Notice.

In witness Whereof, I have hereunto set my hand  
and affixed my Official Seal at Baltimore aforesaid, this 3rd day  
of April, A. D. 1897.



*J. Kemp Bartlett, Jr.*

A Commissioner for the State of  
Virginia residing in the City  
of Baltimore, in the State of  
Maryland.

The cost of these Depositions, amounting to  
\$50.00, have been paid by the Defendants.

*J. Kemp Bartlett, Jr.*  
Commissioner

In the Circuit Court of  
Hansemond Co., Virginia

Globe Hat Co. et al.  
versus

H. January et al.

Depositions of

Alex. Cohen  
Leon Weil.

OFFICES OF  
SHRIVER, BARTLETT & CO.  
LAW AND COLLECTION AGENCY,  
BANK OF BALTIMORE BUILDING,  
BALTIMORE.

J. Y. JOHNSTON & CO., 23 MURRAY ST., NEW YORK.

X :-:-:-:-:-X  
: GLOBE HAT COMPANY, ET ALS. : In the  
: Plaintiffs :  
: -VS- : CIRCUIT COURT of  
: H. JANUARY, ET ALS. : NANSEMOND COUNTY,  
: Defendants : VIRGINIA.  
X :-:-:-:-:-X In Equity.

The depositions of Solomon Ginsberg and others, witnesses taken before me, J. Kemp Bartlett, Jr., a Commissioner for the State of Virginia, duly appointed and qualified in and for the City of Baltimore in the State of Maryland on the 16th day of March and the other days hereinafter mentioned, in pursuance to the agreement between Counsel representing the respective parties, at my Office on the North-east Corner of Baltimore and St. Paul Streets in the City of Baltimore, State of Maryland between the hours of 10 A. M. and 6 P. M., to be read in evidence in a certain suit In Equity in which the Globe Hat Company, et als. are Plaintiffs and H. January, et als. are Defendants, pending in the Circuit Court of Nansemond County, in the State of Virginia.

PRESENT : P. J. Morris, Esq., Counsel for Plaintiffs.

R. H. Rawles and C. H. Causey, Esqs., Counsel for Defendants.

Solomon Ginsberg, being first duly sworn deposeth and saith in answer to Interrogatories, as follows :

Q. 1 BY Attorney for Plaintiffs. Please state your name, age, residence and occupation ?

Ans. My name is Solomon Ginsberg. 28 years old. I reside in Baltimore. I am a merchant and manufacturer.

Q. 2. Are you the Solomon Ginsberg of the firm of Baker & Ginsberg of Baltimore, Maryland ?

Ans. Yes, sir.

Q. 3. Do you know H. January ?

Ans. Yes, sir.

Q. 4. State whether or not H. January is indebted to the firm of Baker & Ginsberg, and if so, for what amount ?

Ans. \$463.19, I think is the correct amount due.

Q. 5. State what this indebtedness is for ?

Ans. For goods.

Q. 6. Where does H. January reside ?

Ans. Suffolk, Virginia.

Q. 7. Is he now in business ?

Ans. I do not know, but think he is.

Q. 8. Is he now in business and trading under the name of H. January ?

Ans. No, sir.

Q. 9. State whether or not you have ever made demand on H. January for the amount due Baker & Ginsberg.

Ans. Yes, I have.

Q. 10. State when this demand was made,--about what time ?

Ans. It was sometime in October 1896.

Q. 11. Has any part of the amount due the firm of Baker & Ginsberg been paid by H. January since that time ?

Ans. No, sir.

Q. 12. Did you ever make a visit to Suffolk, Virginia during the month of October 1896 ?

Ans. I did.

Q. 13. State why you made the visit ?

Ans. I heard that I. P. January, H. January's brother, was supposed to have bought the stock of H. January and I went to Suffolk to see Mr. January. I found H. January and I. P. January both in the store and I called Mr. H. January out in the yard, and asked him what he meant by claiming that he sold to Mr. I. P. January, and he told me not to say anything but just wait until he spoke to me later. This was about ten o'clock in the morning.

Q. 14. Was then, the object of your visit to Suffolk in October last, because you had been informed that a sale had been made by H. January to I. P. January of his stock of goods ?

Ans. Yes, sir.

Q. 15. State whether or not, on that visit you had any conversation with H. January or with I. P. January, and state what was said during that conversation, who was present as near as you can recollect, and the time and place ?

Ans. When I spoke to Mr. I. P. January, it was on Thursday the 15th or 16th of October, in the front of the store and in the presence of Mr. Markell and Mr. Klawanski. I asked him why in the world he had bought the stock, or did he really buy ~~ix~~ the stock. He told me in a friendly conversation that his brother, H. January, told him that the creditors in Baltimore and other places seemed very uneasy about him and he did not know what to do, that something must be done at once; that he asked him what he was going to do and he said he was going over to see Mr. Briggs and then we will see what he will tell us to do, and be advised by him. A few days later he told me that "Mr. Briggs

said that the only way to try to keep everything safe so the creditors could not do anything was to make a Bill of Sale. I protested that I did not want to have anything to do with it, as people would blame me for it, but he insisted on me going over to a Lawyer's Office in the evening, and we <sup>stayed</sup> ~~staid~~ out until about three or four o'clock in the morning. There was Mr. Briggs, Mr. Rawles and they had at least twenty-five books out arguing about the case. Mr. Briggs took one side and Mr. Rawles took the other side, and decided that a Bill of Sale was the only safe thing, and I could not help it so ~~xxx~~ consented to take a Bill. of Sale on H. January's stock."

Q. 16. You say that is what Mr. I. P. January told you ?

Ans. That is what he told me, and he furthermore told me that we had better go home and make no fuss, for everything would be fixed up all right. This was merely done so the creditors could not do anything. He said,—"I did not care to do anything because I was going to Africa and was fixing to leave soon, but you know how my brother insisted and I could not help it and took the Bill of Sale." The same conversation we had several times. One time in the presence of Mr. H. January.

Q. 17. Did you have any conversation with I. P. January subsequent to the execution of the Bill of Sale,--the day after, or was this conversation after the execution of the Bill of Sale, and if so, did Mr. I. P. January state to you the plain object for the execution of the Bill of Sale, and why it was executed ?

Ans. He told me that he had a Bill of Sale in his pocket for several days, and he thought that if any of the creditors were coming he would hear of it, and he could take his bicycle and

go over to the Court House in five minutes, and record his Bill of Sale. When I was there, the Bill of Sale was recorded. He plainly said that the reason why the Bill of Sale was made to him, was to prevent the creditors from getting their money, and to help his brother through.

Mr. Rawles. Q. Which one was it told you that ?

Ans. I. P. January.

Q. 18. State how long it was the Bill of Sale had been executed before you reached Suffolk, as told you by I. P. January ?

Ans. Three or four days I think, or perhaps five days, but he said a few days before I got there. He said it was really three or four days before I reached Suffolk.

Q. 19. How long did I. P. January tell you he had the Bill of Sale in his pocket.

Ans. If I recollect right, he told me 10 or 15 days before he recorded it.

Q. 20. Was H. January working or staying in the store where he formerly did business, when you reached Suffolk, and did you meet him and if so, where ?

Ans. Yes, sir. I found him in the store at Suffolk, and that is where I met him,--in his store, at his old stand.

Q. 21. Did Mr. I. P. January tell you why the Bill of Sale was placed on record so quickly ?

(Question objected to by Counsel for Defendants and withdrawn by Counsel for Plaintiffs.)

Q. 22. Did you hold any conversation while in Suffolk with I. P. January and H. January in the presence of each other ?

Ans. Yes, sir, several times.

Mr. Rawles : Several times ?

Ans. Several times.

Q. 23. State where and who was present ?

Ans. One time I think, Mr. Markell was there but several times there was no one present except myself, Mr. I. P. January and H. January, and there was at one time, seven or eight of us in the store.

Q. 24. State the conversation that passed between you, I. P. January and H. January ?

Ans. I asked Mr. H. January, why in the world did he go and make a Bill of Sale and give himself so much trouble, that he and his brother had failed a year or two years since, had failed, and how in the world could he get along if he kept on like that ? He said, "Ginsberg you know very well, that all of you people are afraid of me, and that some Baltimore people would not ship me my goods (and he mentioned Jacob Epstein), and I knew that next season if I go to the market I could not get a cent's worth of goods and I thought to myself, I had better make a Bill of Sale and then I will have money enough to buy for cash." I said to him, how in the world can you go back on me after I have been such a good friend to you, and you can't deny it ? He said, "Ginsberg, you had better go home and I will fix it all right as soon as I get straightened out. This Bill of Sale was merely made so you rascals could do nothing, and I got ahead of you and if you can do anything, go ahead and do it."

before

Q. 25. What was said to you by I. P. January ~~at~~ H. January about the making of the Bill of Sale and the reason why the same was made, the in ~~your~~ presence of H. January, - I mean about the Bill of Sale, why it was made ?

Ans. They said, this Bill of Sale was made so the creditors could not get anything out of H. January.

Q. 26. Who made this statement ?

Ans. I. P. January, and also Mr. H. January consented that this was the case.

Q. 27. Mr. Ginsberg, you say that when you reached Suffolk, Mr. I. P. January told you that a Bill of Sale had been executed about ten or fifteen days before. Do you know whether or not that ~~the~~ Bill of Sale was recorded, or whether a new one was made out and recorded ?

Ans. This I could not tell.

Q. 28. Was H. January in Baltimore buying goods just previous to your visit to Suffolk ?

Ans. Yes, sir.

Q. 29. How long before ?

Ans. About four weeks before.

Q. 30. Before you reached Suffolk ?

Ans. Yes, sir.

Q. 31. State whether or not during the conversation you have referred to between yourself, H. January and I. P. January, at Suffolk in regard to the execution of this Bill of Sale, there was anything said about any money having been paid, or any other consideration having been paid to H. January by I. P. January ?

Ans. No, sir.

Q. 32. As I understand you, Mr. Ginsberg, you stated, that when you reached Suffolk, Virginia, you called upon I. P. January, and that in that conversation I. P. January told you that a Bill of Sale had been executed and that he had carried it in his pocket

ten or fifteen days, so that in the event any creditors of H. January should press him he could take his Bicycle and go to the Court House and record it,--Is that true ?

Ans. This is true.

Q. 33. You also stated that Mr. I. P. January told you that the Bill of Sale was executed in order to keep off the creditors of H. January,--Is that true ?

Ans. Yes, sir.

Q. 34. You also stated, Mr. Ginsberg, as an additional reason for the execution of the bill of Sale, that it was for the purpose of protecting H. January from his creditors,--Is that true ?

Ans. Yes, sir.

Q. 35. Now Mr. Ginsberg, please state whether or not any of this conversation in regard to the execution of the bill of Sale and the purpose for which it was executed, between you and Mr. I. P. January, was had in the presence of H. January and whether any conversation was had by you with H. January in the presence of I. P. January in regard to the execution and purpose of the Bill of Sale ?

Ans. Yes, sir, and I had conversation with H. January in the presence of I. P. January.

Q. 36. Did Mr. H. January ever hear Mr. I. P. January say in your presence, that the Bill of Sale was executed for the purpose of keeping off his creditors ?

Ans. Yes, sir.

Q. 37. Did you ever hear Mr. H. January say whether or not he was indebted to his brother for any sums of money ?

Ans. Yes, in June when I was in Suffolk, he told me that he owed his brother \$150.00.

Mr. Rawles : Q. You heard H. January say that he owed I. P. January, \$150.00 ?

Ans. Yes, sir.

Q. 38. Did you ever hear any other statement made subsequent to this time, by H. January in regard to owing his brother anything ?

Ans. No, sir.

Q. 39. Do you know anything in reference to the financial status of I. P. January ?

Ans. No, I do not.

CROSS-EXAMINATION.

X Q. 1 By Mr. Rawles, Counsel for Defendants. Are you engaged in the mercantile business in Baltimore ?

Ans. Yes, sir.

X Q. 2. What is the style of your firm ?

Ans. Baker and Ginsberg.

X Q. 3. Is your firm a creditor of H. January ?

Ans. Yes, sir.

X Q. 4. Then, you have an immediate interest in the result of this suit ?

Ans. Yes, sir.

X Q. 5. How long have you known I. P. January and H. January ?

Ans. Eight or nine years.

X Q. 6. Has your firm or have you, sold them goods before you sold them the bill now said to be due you ?

Ans. Yes, sir.

X Q. 7. Will you please state exactly and precisely, when and how you heard that H. January had executed a Bill of Sale to I. P.

January,--I mean the Bill of Sale dated October 13th, 1896, and filed as an Exhibit in this cause ; also state who gave you this information ?

Ans. It was in the evening about half past five or six o'clock, on Oct. 15th, I think it was, I am not positive, when I got to the store, and Mr. Baker said, "Mr. Ginsberg, I just heard that H. January has sold his stock to I. P. January. You had better run and catch the Steamer and go there". I told one of my clerks to go and tell my wife that I was going away, and I run down and got the Steamer. That is all the information I had.

X Q. 8. Did Mr. Baker tell you how he got this information ?

Ans. Yes, sir.

X Q. 9. Please state what he said in regard thereto ?

(Question objected to by Counsel for Defendants, on the ground that it calls for hearsay evidence.)

Ans. Mr. Baker said that Mr. Klawanski had telegraphed Mr. Levinstein.

X Q. 10. Was Mr. Klawanski in Suffolk at that time ?.

Ans. Yes, sir.

X Q. 11. Did you have any conversation with either W. Catzen or S. Catzen between the 1st of September 1896 and the 13th of October 1896 in reference to any of the financial matters of H. January or I. P. January ?

Ans. No, sir.

X Q. 12. Did you have any conversation with either W. Catzen or S. Catzen about either H. January or I. P. January after October 13th, 1896, and did you have, after this suit was instituted ?

Ans. Yes, sir, with W. Catzen.

X Q. 13. Please state what took place in that conversation, and where that conversation was held ?

Ans. I met Mr. Catzen on the Street when I got back from Suffolk, and told him how nice(?) Mr. H. January had treated me, and he said, "You don't deserve any better, that you have no right to be such a good friend to such people", and that was all the conversation we had.

(Answer objected to by Counsel for Plaintiffs as hearsay evidence of the witness and on the ground of its irrelevancy.)

X Q.14. After you had heard that H. January had executed a Bill of Sale to I. P. January about October 13th, 1896, did you have a conference with the other Baltimore creditors of H. January before you went to Suffolk on the 15th of October, 1896 ?

Ans. No, sir, I had seen no one until I got on the Steamer to go to Suffolk, when I met two creditors on the Steamer. They were Mr. Markell and Mr. Alex. Cohen, but they would not speak to me about H. January as they thought I was his friend and they were afraid to speak.

X Q.15. Then, do I understand that you, Mr. Markell and Mr. Alex. Cohen all went down to Suffolk together on the same Steamer ?

Ans. Yes, sir.

X Q.16. Was this Mr. M. Markell ?

Ans. Yes, sir.

X Q.17. Were Mr. Markell and Mr. Alex. Cohen creditors of Mr. H. January ?

Ans. Yes, sir.

X Q.18. How did you discover that fact, if they did not speak to you in reference to this matter when going down to Suffolk ?

Ans. They asked me where I was going and I said, to Suffolk, and I said, I suppose you are going to Suffolk too, and they said "Yes", and that is all we talked about H. January. I approached to speak something about it, but they would not listen.

X Q.19. Did you tell them or either of them that you were going down to Suffolk to investigate the transaction between H. January and I. P. January ?

Ans. Yes.

X Q.20. Did they say to you, or did either of them say to you, that they were going down for the same purpose ?

(Question objected to by Counsel for Plaintiffs upon the ground of hearsay evidence ~~is~~ and irrelevancy.)

Ans. They said "We are going to Suffolk", but did not say for what purpose.

X Q.21. Do you swear that you did not have any conversation with either of those gentlemen on that occasion, concerning January's affairs ?

Ans. The only conversation I had with them was, that they asked me where I was going, and I said, to Suffolk, as I heard H. January had sold out to his brother I. P. January and they said, "We are going there too" and Mr. Cohen or Mr. Markell said, "No use to talk about it until we get there when we will see what can be done". This was all the conversation I had about H. January until I reached Suffolk.

X Q.22. When you reached Suffolk on that trip, did you go directly to Mr. January's store ?

Ans. Yes, sir.

X Q.23. Did the other creditors go directly there also ?

Ans. Yes, sir.

X Q.24. How long did you remain in said store ?

Ans. I was there a while, went in front of store, then back again and so on the whole day and the next day too.

X Q.25. Then you remained in Suffolk two days on that occasion ?

Ans. Yes, sir.

X Q.26. Which one of the Januarys did you first approach in regard to this matter, and where did the conversation take place ?

Ans. I approached Mr. H. January and I called him out in the yard at the back of his store. That was the first conversation I had with H. January.

X Q.27. Was any one present at that conversation besides you and H. January ?

Ans. No, sir, the others were in the store.

X Q.28. Where did you have the next conversation ?

Ans. I had <sup>so</sup> many conversations, that I can name several of them.-- Several conversations in the store ; one long conversation on a box in the front of his store, and once on a box in the side of his store.

X Q.29. Will you state exactly how many of Mr. January's creditors were present in the store that day and who they were ?

Ans. There was Mr. Alexander Cohen, there was Mr. Markell, there was Mr. Scheeler from New York, and on the next day, Mr. Weil. I think that was all besides myself. Mr. I. Klawanski was there, but he was not a creditor, but he was in the store.

X Q.30. Which one of the Januarys was it that first told you, they had set up all night trying to find the law that would enable H. January to beat his creditors ?

Ans. I. P. January in a friendly conversation.

X Q.31. Did you hear him make a similar remark in the presence of any other creditor or person, that day or the next day ?

Ans. Yes, sir. It was the next day in the morning, about nine o'clock--between 9 and 10.

X Q.32. State exactly who was present on that occasion ?

Ans. Mr. Markell and Mr. Klawanski.

X Q.33. Where did the conversation take place ?

Ans. In the front of the store on a wooden box.

X Q.34. Was any one else present ?

Ans. No.

X Q.35. Will you solemnly swear on your oath, that you heard either of the Januarys say that they had devised this scheme to beat the creditors of H. January ?

Ans. I do.

X Q.36. After having heard that H. January had made a Bill of Sale to I. P. January, did you not go to Suffolk for the express purpose of ascertaining if this was true, and for the purpose of looking into the same and investigating the transaction, and determining whether the said Bill of Sale had been made in good faith and for a valuable consideration, or whether in fact, it was not made to defraud creditors ?

Ans. I went for the purpose of the interests of our claim, and to look into whether this was a bona fide Bill of Sale.

X Q.37. Then, did you not feel relieved of a great burden when the Messrs. January were kind enough to take you into their confidence and to tell you frankly that they had, in fact, been trying to devise a scheme that would beat the creditors and that they had succeeded in doing so by making a Bill of Sale?

- and  
Ans. Yes, ~~but~~ they told me to go home, that Mr. I. P. January would be in Baltimore the next week and settle with me, Eichengreen & Weil and Mr. Alex. Cohen, but I should not go to any law.
- X Q.38. Can you say from your own experience, whether it is either customary or usual for a man who has defrauded his creditors to proclaim the fraud himself ?
- Ans. Yes, sir, after they think they are safe. I have had this experience several times.
- X Q.39. Did I understand you to say that I. Klawanski was in the store of the Januarys at the same time that you were there, on the 15th or 16th of October ?
- Ans. Yes, sir, several times.
- X Q.40. Did not he have a heated conversation and dispute with H. January which nearly resulted in a fight ?
- Ans. Yes, sir. Mr. I. P. January and H. January, both of them, were going to fight him but all of us stopped them and they ordered all of us out of their store.
- X Q.41. Did not Mr. Klawanski call H. January harsh names, such as, you are a damned liar and a damned thief ?
- Ans. Yes, sir, he called him a damned liar, but Mr. H. January and I. P. January called him worse names than that before Mr. Klawanski called them any names.
- X Q.42. Did not Mr. January threaten to beat him for using such language ?
- Ans. He said he would get square with him, but never said anything else.
- X Q.43. Did not H. January start to take off his coat and threaten to strike Klawanski ?

Ans. I do not remember him taking off his coat.

X Q.44. Did he attempt to strike him ?

Ans. I have not seen any attempt to strike him.

X Q.45. Did you know anything of the dissolution of the firm of H. January & Bro. in the Spring of 1896 ?

Ans. I do not know anything about how they dissolved.

X Q.46. Do you know that they did dissolve ?

Ans. Yes, sir.

X Q.47. Do you know which partner bought the other partner's interest ?

Ans. Yes, sir.

X Q. 48. Please state it ?

Ans. H. January bought I. P. January's interest,--so Mr. H. January told me.

X Q.49. Do you know whether he paid cash for it or not ?

Ans. I do not.

X Q. 50. Do you know what the consideration was ?

Ans. I do not. Neither one has told me.

X Q.51. Then, you do not know whether the purchase price for that sale was ever paid or not ?

Ans. It must have been paid. H. January told me in June that he owed his brother \$150.00, that he wished he could pay him and get rid of him as they did not get along well.

X Q.52. I now put you on your guard in asking you the following question. Did not S. Catzen write a letter to Baker & Ginsberg about the 17th or 18th of October 1896, which reached Baltimore about the same date, in which he stated that Merritt Briggs, who was January's Attorney, was dead, and that that was a good time for them to sue January ?

Ans. Mr. S. Catzen had written us a letter but he never said that Mr. Briggs had died, but he had written a letter to his brother, that Mr. Briggs was dead, but he had not said anything in his letter that it is the time for us to do something.

(This entire line of testimony is objected to by Counsel for Plaintiffs on the ground that it is irrelevant and hearsay evidence ; to which Counsel for Defendants reply, that this question was asked for the purpose of laying foundation for the impeachment of the witness.)

X Q.53. Upon receipt of this letter, did you not call for a consultation of some of the Baltimore creditors of Mr. January ?

Ans. Not at that time.

X Q.54. Well, at any time ?

Ans. Several days after Mr. I. P. January did not come over to Baltimore and pay me.

X Q.55. Who was present at that conference ?

Ans. We had no conference. I only went to the creditors and asked them if they would join in a fight, and the ones that were satisfied, signed their names.

X Q.56. State to which of the creditors you went for this purpose ?

Ans. I went to Mr. Levinstein, Mr. Paul Levy and Jacob M. Levy, Globe Hat Co., J. Epstein and I went also to Messrs. Eichen-green & Weil.

X Q.57. Did you show the letter referred to, to these creditors ?

Ans. I think I did to some of them. I do not remember who. The letter only stated that Mr. I. P. January said to Mr. Catzen, that he would see the creditors in hell before he

would give them one cent., and that he had it fixed so we could not do anything and he only made fun.

X Q.58. Did I. P. January owe the creditors anything ?

Ans. Not as I know of.

X Q.59. When you were in Suffolk with the other creditors on the 16th of October, 1896, after you had had these several conversations with H. January and I. P. January concerning this affair, did not you and some of the other creditors go to the Office of Mr. E. E. Holland and have a conference in regard thereto ?

Ans. Yes, sir.

X Q.60. Refresh your mind and state accurately, which of the creditors went with you to said Office ?

Ans. Myself, Mr. Scheeler, Mr. Markell, and one time Mr. Weil went along with me.

X Q.61. Did you discuss this affair very freely on those occasions ?

Ans. We discussed some, but Mr. Holland being very busy in Court, he did not take much time to discuss everything, and he told us that we should wait until Saturday or the next week, and he would then take all his time, but we then left him and went to Norfolk.

X Q.62. After that conference did you immediately decide to bring this suit ?

Ans. We decided nothing until we heard further on, and see what we ~~would~~ were going to do.

X Q.63. Did you hear from Mr. Holland ?

Ans. Yes, sir.

X Q.64. What did you hear ?

Ans. I do not remember now.

X Q.65. Did he advise you to bring this suit or not ?

Ans. He did, and he wrote us ~~to~~ a letter that we should accept no compromise, even at 75 cts. on the dollar and we have a letter to prove to that effect.

X Q.66. Did you state in either of those conversations that took place in Mr. Holland's Office, everything that had been said by either I. P. January or H. January ?

Ans. I don't remember now. After we went to Norfolk, we talked to Mr. Morris and told him all we knew.

X Q.67. But I am talking about Mr. Holland.

Ans. I don't remember what was said to Mr. Holland. Mr. Morris over went ~~there~~ and saw Mr. Holland.

X Q.68, By Mr. Causey, Counsel for Defendants. Mr. Ginsberg, did you or not, along with other creditors on Sunday October 24th, have a conference in your Office or in the Office of Baker & Ginsberg concerning the affairs of I. P. and H. January ?

Ans. No, sir. The conversations about the H. January case all of us creditors had, was talked nearly the whole week,--the way they had treated us and the fraud him and his brother had made.

X Q.69, By Mr. Causey. Do you mean to say that there was no conference of the creditors <sup>on</sup> either of the Sundays between Oct. 13th and Nov. 8th, 1896, held at your Office or the Office of Baker & Ginsberg ?

Ans. We had at our Office several conferences during that time about different cases, some of the creditors were interested in other cases, but it might be that we talked about H. January case at the same time.

X Q.70, By Mr. Causey. I will now repeat that question : Do you mean to say that there was no conference of the creditors on

either of the Sundays between Oct. 13th and Nov. 8th, 1896,  
held at your Office or the Office of Baker & Ginsberg ?

Ans. Yes, there was.

X Q.71 By Mr. Causey. Who was present at that conference ?

Ans. There was Mr. Alex. Cohen, Mr. Weil, Mr. Markell, Mr. Levin-  
stein, Mr. Epstein, and there were more but I do not remem-  
ber their names.

X Q.72 By Mr. Causey. Was Mr. W. Catzen present at that interview ?

Ans. I don't remember, but I think he was.

X Q.73. By Mr. Causey. Was a letter read at that time from Mr. <sup>S</sup>~~B~~.  
Catzen ?

Ans. Yes, sir. Only the letter, as I stated before, written by  
S. Catzen and the letters of our Attorneys.

X Q.73. By Mr. Causey : Did Mr. Catzen inform the creditors of the  
death of Mr. Briggs and that he was Counsel for H. and I. P.  
January ?

(Question objected to by Counsel for Plaintiffs as  
irrelevant).

Ans. We knew that Mr. Briggs was dead. Mr. Catzen told us noth-  
ing about this.

X Q.74. By Mr. Causey. Did not Mr. Catzen inform you of the fact,  
that without Mr. Briggs' aid, January could do nothing ?

(Question objected to by Counsel for Plaintiffs as  
irrelevant).

Ans. He expressed that, but not at the meeting, only in conversa-  
tion.

X Q.75. By Mr. Causey. With you ?

Ans. With me.

X Q.76. By Mr. Rawles. At that meeting, did the creditors discuss  
the feasibility of bringing this suit ?

Ans. Yes, sir.

X Q.77. By Mr. Rawles. Did you talk freely with each other in regard to what you considered the chief foundation you would have for your success ?

Ans. I ~~we~~ did with some, but some I did not.

RE-DIRECT EXAMINATION.

RD Q. 1. Mr. Ginsberg, in your cross-examination, you testified that there was some controversy between Mr. Klawanski and Mr. I. P. and H. January during your visit to Suffolk. Was that after the conversation that you have before detailed in your direct and cross-examination, or was it during the conversation or before the conversation ?

Ans. That was before the conversation,--about two or three hours after I arrived.

RD Q. 2. Did the Januarys and Klawanski become friendly after this controversy ?

Ans. Yes, sir.

(Question and Answer objected to by Counsel for Defendants, as being a leading question).

RD Q. 3. You were also questioned by Judge Rawles in regard to the dissolution between H. January and I. P. January in the Spring of 1896. Do you know what occupation I. P. January pursued after the dissolution and what business he was engaged in ?

Ans. He was staying or clerking for H. January.

RD Q. 4. Do you know how much salary he was receiving as clerk, from H. January ?

Ans. I do not know exactly, but H. January told me, I think, about \$35.00 per month.

RDQ. 5. You testified that on the Boat going down to Suffolk, Mr. Markell and Mr. Alex. Cohen were also on board. Please state whether or not, Mr. Alex. Coehn representing Alex. Cohen & Bro., has ever joined with the creditors to test the validity of the Bill of Sale in question ?

Ans. No, sir.

RDQ. 6. Has the firm of Eichengreen & Weil ever joined the creditors to test the validity of the bill of sale ?

(Question objected to by Counsel for the Defendants because the record is the best evidence of what has been done)

Ans. No. They said they got paid for it, and they have not joined us.

(Answer objected to as eliciting hearsay testimony).

RDQ. 7. You testified in your cross-examination that when you called at Mr. Holland's Office during your visit to Suffolk, that Mr. Weil of Eichengreen & Weil, was present ?

Ans. Yes, sir.

RDQ. 8. Did he then or has he ~~ever~~ since, ever joined you in any efforts in behalf of the creditors to collect their money from H. January ?

Ans. No, sir, he only said he would try to get a settlement for us.

RDQ. 9. Is it not true, that at that time and since that time, Alex. Cohen and Eichengreen & Weil have refused at every step, to join you and other creditors to enforce their claim and is it not also true that they have refused to contribute one dollar toward the expense of this litigation, and is it not also true, that they have participated in the deliberations and

conferences of the creditors for some other purpose besides a valid effort to enforce the collection of the claims of the creditors ?

(All of the above questions and answers that may be given thereto, objected to by Counsel for ~~the~~ the Defendants, as leading and suggestive).

Ans. They have not paid one cent toward the expenses and at the conferences we had, they always talked and said they would see what they were going to do, but have done nothing, until they said at one time, that they had got their money and would not interfere with anything. They said that they had been fixed up all right and did not wish to interfere.

RDQ. 10. You stated that in your conference between October 18th and November 8th, that Mr. Weil was present ; did the other creditors who were present, join you in bringing suit, Mr. Markell, Mr. Epstein, and yourself ?

(This question objected to by Counsel for Defendants because it is leading, and because the record is the best evidence.)

Ans. Messrs. Epstein, Markell, Levinstein, Paul Levy, Jacob Levy and ourselves joined in the fight, but Eichengreen & Weil and Alex. Cohen & Bro. refused.

RDQ. 11. Do you know why they refused ?

Ans. Because Mr. Cohen and Mr. Weil told me that Mr. I. P. January promised to pay, and they would wait until he got to Baltimore.

(Answer objected to by Counsel for Defendants, because it is hearsay ~~evidence~~ testimony, Eichengreen & Weil and Alex. Cohen & Bro. not being parties to this suit).

RDQ. 12. When Mr. Holland advised you to bring this suit as testified in your cross-examination, was Mr. Cohen present ?

Ans. No. Mr. Weil.was present.

RD Q. 13. Was Mr. Weil present on any other occasion when a conference was called or when any conference was had between yourself and your Attorneys ?

Ans. Only but one e.

RD Q. 14. Do you know who furnished the bond for I. P. January to take his affairs out of the hands of a Receiver in Suffolk, Virginia ?

Q (Question objected to by Counsel for Defendants because it does not relate to anything that was alluded to in the cross-examination and seeks to bring out new matter entirely, and because the record is, itself, an answer to the question.)

Ans. Yes, sir, it was given by Eichengreen & Weil and Alex. Cohen bonded by the Fidelity & Deposit Company of Baltimore, Maryland.

(Answer objected to by Counsel for Defendants for same reasons as stated in objection to Question 14, above).

RD Q. 15. You testified before that the reason that Eichengreen & Weil did not join the other creditors in this litigation, was because they had been paid, and that they would have nothing further to do with it ; Now, is it true or not that they have refused to have anything to do with H. and I. P. January's affairs ?

Ans. I did not say that they did not join us because they got paid. I said they would not join us because Mr. I. P. January promised to pay, and that after we entered the suit Mr. I. P. January was in Baltimore and fixed up with them and so they went on the bond of I. P. January.

RDQ. 16. What bond have you referred to ?

(Question objected to by Defendants' Counsel because it does not allude to any matter brought out in the cross-examination, and the Law limits on re-direct examination to confine himself to such matter as is brought out by cross-examination.)

Ans. The bond Messrs. Eichengreen & Weil and Alex. Cohen gave to the Court in Suffolk so I. P. January could take the stock away from the Receiver appointed by the Judge.

RDQ. 17. You answered, in your corss-examination, that at the conference testified to as having been had between you and other creditors in Baltimore between the 13th of October and the 8th day of November, 1896, that Mr. Weil of Eichengreen & Weil refused to join the creditors in their suit against the Januarys, because the Januarys had promised to pay them and that for that reason, they would have nothing further to do with it. Is it true or not true, that they have had nothing further to do with the affairs of H. and I. P. January, and if not true, what connection has Eichengreen & Weil had with the Januarys ?

(Question objected to by Counsel for Defendants because it does not allude to any matter brought out in the cross-examination and the Law limits on re-direct examination to confine himself to such matter ~~has~~ as is brought out by cross-examination).

Ans. Yes, sir. Mr. Weil told me that he would have nothing to do with it, that Mr. January promised to pay him and would pay him. Since then, Mr. Weil told me once that January had

fixed up with him and he has nothing to do with it now, ~~but~~ except to see that his bond would be safe if Mr. January should lose the case, and I noticed that Alex. Cohen & Bro. had a man there several ~~times~~ weeks, staying at the store in Suffolk, attending to Januarys' affairs.

(The whole of the above answer is objected to by Counsel for Defendants, because it is hearsay).

RDQ. 18. You stated in your cross-examination, that Alex. Cohen was on the boat going to Suffolk with you. Have you ever had a talk with Mr. Cohen since ?

Ans. Yes, once at our Office.

RDQ. 19. State what it was ?

Ans. He said he would not join in a fight, because I. P. January told him he was coming to pay him.

RDQ. 20. Mr. Ginsberg, in your cross-examination Judge Rawles has undertaken to show that before you begun your litigation together with other creditors, that you received a letter from one Catzen of Suffolk, informing you that Mr. Briggs was dead, and that subsequently to that time this litigation was started. Is it not a fact that on your way back, you stopped at some Lawyer's Office in Norfolk, and if so, state what conclusion you arrived at, together with other creditors in reference to this litigation ?

(Question objected to by Counsel for Defendants, because in the cross-examination nothing whatever was said about any conversation that this witness had at any Office in Norfolk, and also because, it is a leading question).

Ans. We stopped at Norfolk and went to see Mr. Morris, and we decided that Mr. Morris should go to see Mr. Holland the next

day and should enter suit at once. That was all the decision when we were in Norfolk.

Q. 21. Did you authorize the bringing of this suit before or after you heard of the death of Mr. Briggs ?

Ans. I authorized the bringing of this suit before Mr. Briggs was dead.

Q. 22. Was it before you returned to Baltimore ?

Ans. It was before I returned to Baltimore. I have not been to Norfolk since, except in January.

Q. 23. Do you remember what day that was ?

Ans. Yes, sir. It was on Friday evening and I also saw Mr. Morris on Saturday morning.

Q. 24. What caused the delay in bringing this suit ?

Ans. It was on account of the delay of Mr. Morris and I was mad about it.

(Counsel for Defendants objects to this entire line of re-direct examination, for the reason that there was nothing brought out in the cross-examination as to the matters referred to).

And further this Deponent saith not.

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NOTE BY THE COMMISSIONER.

(Counsel for the respective parties agree that signatures to these Depositions shall be waived).

M. Markell being first duly sworn deposeth and saith in answer to interrogatories, as follows -

Q. 1. BY Plaintiffs' Counsel. Please state your name, age, residence and occupation ?

Ans. M. Markell. 30 years. I reside in Baltimore. I am in the Wholesale Hat business.

Q. 2. Are you connected with any firm in the City of Baltimore ?

Ans. Yes, sir. The Globe Hat Co.

Q. 3. Are you a partner of that firm ?

Ans. Yes, sir.

Q. 4. Do you know one H. January ?

Ans. Yes, sir, I am well acquainted with him.

Q. 5. Please state whether or not he is indebted to the firm of which you are a member ?

Ans. Yes, sir, and the amount is \$176.63.

Q. 6. When was the last time you saw Mr. H. January ?

Ans. I have seen him several times here in Baltimore. The last time I was in Suffolk, until to-day.

Q. 7. State whether or not you see Mr. January now ?

Ans. This is the gentleman. I know him very well. (The witness refers to gentleman in Office). I have written several letters for him, to his wife.

Q. 8. So therefore, the gentleman to whom you pointed, is Mr. H. January ?

Ans. Yes, sir.

Q. 9. Mr. Markell, were you in Suffolk, Va. sometime during the latter part of last year ?

Ans. I was there sometime in October.

Q. 10. State the reason, ~~xx~~ that caused you to go there ?

Ans. I understood that H. January sold out his stock, and as he

was indebted to me, I thought it best to go down there and see about it.

Q. 11. Mr. Markell, while there, did you have a conversation with either Mr. H. January or I. P. January ?

Ans. Yes, sir.

Q. 12. With whom did you speak first ?

Ans. Well, I spoke to H. January first.

Q. 13. Was he in business when you reached Suffolk, Va., or trading under his own name ?

Ans. He was not trading under his name.

Q. 14. Had he been engaged in business before you went to Suffolk ?

Ans. Yes, sir.

Q. 15. Please state what became of the business of H. January ?

Ans. That I found out after I reached Suffolk. H. January sold out his business to I. P. January.

Q. 16. Where did you find Mr. H. January ?

Ans. At his old stand.

Q. 17. Please state what conversation, if any, you had between yourself and Mr. H. January when you first reached Suffolk ?

Ans. I tried to talk to H. January and in the meantime I. P. January came up and he got kind of hot about it, because I was speaking to H. January. He says, "It is no use for you people to come down here, and <sup>try</sup> ~~try~~ to bull-doze me, I have got you fixed. I have had the Bill of Sale ready before Harry went to the Market. You all can't do a thing and the ~~best~~ best you can do is to keep quiet and we will try to do something for you a little later". He made this very remark on several occasions, and in different ways.

Q. 18. Was there anything said by Mr. I. P. January or H. January at that time or at any other time during your visit to Suffolk, while you were talking to them in regard to the Bill of Sale from H. January to I. P. January ?

Ans. Yes, sir. That was the remark he made,--that he had had the Bill of Sale he made, before H. January went to the Market. I mean by Market,--Baltimore.

Q. 19. Did you question Mr. I. P. January in regard to this Bill of Sale, further ?

Ans. Yes, sir, I questioned him. I asked him,--I don't see how you could buy Harry out as he had not sufficient funds, and he made the remark that he did not have to have funds.

Q. 20. State what else happened or what else was said by either of the Januarys to you ?

Ans. I. P. January made several remarks of the same nature in the presence of Mr. Solomon Ginsberg and Mr. Klawanski.

Q. 21. Did he say anything further about the Bill of Sale,--why it was executed ?

Ans. He said the reason it was executed when it was, was because he understood that some Baltimore creditors were coming down to push H. January and they had decided to see Counsel and see what can be done in the matter. Mr. H. January has ~~also~~ always pretended to be a personal friend of mine. I remember, on one occasion, may be on more than one occasion, that he came into my store and got me to write a letter to his wife and therefore I think I can account why he told me all their secrets. I told Mr. January that he was acting in a very bad way, as they had failed before and that left them in

a bad spot, and instead of acting in the way they did, they should have tried to better themselves instead of trying to defraud their creditors again.

Q. 22. Now, Mr. Markell, was this told to you in a confidential way, by Mr. January ?

Ans. Yes, sir, it was told to me in a confidential way, but the same remarks or something similar, were afterwards told in a public way, you might say, in the presence of Mr. Ginsberg and Mr. Klawanski.

Q. 23. Now, Mr. Markell, will you state as near as you can, what Mr. January said in the presence of Mr. Klawanski and Mr. Ginsberg ?

Ans. He said, "You can go ahead and do what you like. You can go ahead and crack your whip. I have had the Bill of Sale, and the store belongs to me, and I had the Bill of Sale before any of you people shipped any goods."

Q. 24. Was anything said during that conversation in the presence of those gentlemen, in reference to the reason why the Bill of Sale was executed ?

Ans. Yes. It was because he had heard that some Baltimore creditors were going down, so he went down and got his bicycle, if I am not mistaken, and went down to the Court House and had the Bill of Sale recorded.

Q. 25. What did he mean by some of the creditors coming down there?

Ans. Well, I guess he owes some creditors and did not want to pay them any money.

Q. 26. Was there anything said in reference to the consideration in the Bill of Sale ?

Ans. I asked him that question myself. I said, Ike where did you

get that money to buy him out ? He said, he didn't have to have any.

Q. 27. He said, he didn't have to have any ?

Ans. Yes, sir, he said we didn't have to have any, and in a kind of insulting way.

Q. 28. Well, he was not speaking to you confidentially then, was he ?

Ans. In the beginning, but afterwards he got excited ; in fact, he ordered us all out of the store.

Q. 29. Was there anything said as to where the Bill of Sale was prepared, by I. P. January in the presence of H. January or by either one of them in the presence of the other ?

Ans. Yes, sir if I remember right. Mr. I. P. January stated (that was before he got excited and when he took me into his confidence), that before Mr. H. January went to the Market he owed money, and he was afraid that some of the creditors would jump on them, so they thought that the best way is to be secure. They went to see, as they claimed, the best Attorneys in Suffolk, and explained their case and what they want done. If I remember right, they engaged two Lawyers and they stayed up one night until three or four o'clock in the morning preparing that bill of sale.

Q. 30. Did you inquire of Mr. I. P. January as to whether or not the ~~Bill of~~ Sale is a bona fide sale ?

Ans. I have, several times while I was in Suffolk.

Q. 31. What was his answer ?

Ans. "What makes the difference ? I bought his stock and you people have to prove otherwise".

Q. 32. Do you know anything about the dissolution of H. January and I. P. January in the Spring of 1896 ?

Ans. Yes, sir.

- Q. 33. What business was I. P. January engaged in after that dissolution ?
- Ans. In the same business.
- Q. 34. Do you know in what capacity ?
- Ans. He was clerking for H. January.
- Q. 35. Do you know what his salary was, that is, what I. P. January's salary was ?
- Ans. I think he told me he was getting \$25.00 per month.
- Q. 36. Do you know whether or not I. P. January was with H. January up to the time that H. January sold out to I. P. January ?
- Ans. Yes, sir.
- Q. 37. How long after the sale from H. January to I. P. January did you visit Suffolk ?
- Ans. I guess it must have been two or three days after the Bill of Sale was made.
- Q. 38. Do you know who was in possession of the store when you got to Suffolk ?
- Ans. I could not say,--they were both there.
- Q. 39. How many times did you visit the store during your stay in Suffolk ?
- Ans. I was there the best part of my time, off and on.
- Q. 40. How many days did your visit to Suffolk cover ?
- Ans. It was not quite two days.
- Q. 41. Did you see H. January and I. P. January in the store together during your visit ?
- Ans. Most of the time.
- Q. 42. Do you know the relation between H. January and I. P. January ? If so, state it.
- Ans. Yes. They are brothers.

Q. 43. Do you know where they live ?

Ans. They live in Suffolk.

Q. 44. I mean, do they keep house ? Where do they live and how do they live ?

Ans. I think H. January keeps house and perhaps I. P. January stays with him. I can't say for sure.

Q. 45. Mr. Markell, how many years have you known these gentlemen ?

Ans. It has been quite a while. I can't exactly say. It may have been five or six years.

Q. 46. Have they always been intimately associated with each other in business during that time ?

Ans. Sometimes they would have angry words among themselves. They have been in business together since I have known them, until they failed. They both failed as partners at one time, and they settled afterwards.

#### CROSS-EXAMINATION.

X Q. 1. By Mr. Rawles. Mr. Markell, you are an interested witness in this case, are you not, to the extent of your bill ?

Ans. I may be an interested witness, but I have heard about these things while I was in Suffolk.

X Q. 2. You say you know of the dissolution of H. January and Bro. Do you know when it occurred ?

Ans. Well, it may be about six or eight months before this happened. I can tell you more plain by looking at my Ledger.

X Q. 3. Do you know which one of the partners purchased the interests of the other partner ?

Ans. Well, Mr. H. January first purchased the interest of I. P. January.

X Q. 4. Do you know what was the consideration for that purchase ?

Ans. If I can remember right, Mr. I. P. and H. both have told me

on one or two occasions that it was thirteen hundred and some odd dollars.

X Q.5. Now, as a matter of fact, refresh your memory and see if they did not tell you that it was fourteen<sup>hundred</sup> and some dollars ?

Ans. I do not think it was.

X Q. 6. Do you know whether the consideration was paid in cash or otherwise ?

Ans. Well, I think that Mr. H. January give him bonds for that amount and they were to be paid monthly.

X Q.7. Do you know how much of these bonds has been paid ?

Ans. All I know is, that the time H. January was to see me in Baltimore, I asked him several questions, and he told me that he did not owe his brother a dollar. He had paid him all up.

X Q.8. When did you first hear that H. January had executed a Bill of Sale to I. P. January for the stock of goods mentioned in these papers ?

Ans. I heard it sometime in October,-I don't remember the date.

X Q.9. How did you hear it, and from whom ?

Ans. I don't remember the gentleman who told me. If I am not mistaken, it must have been telegraphed to somebody in Baltimore, but I got to hear it and I thought the best I could do was to go down there.

X Q.10. Do you know anything of a letter written by S. Catzen from Suffolk to Baker & Ginsberg of this city, in reference to the matters of H. January ?

(Question objected to by Plaintiffs' Counsel on the ground of irrelevancy and that it calls for hearsay testimony)

Ans. I do not.

X Q.11. After you received notice that H. January had sold out to I. P. January, I understand that you went directly to Suffolk. Will you state what other creditors went with you from Baltimore to Suffolk?

Ans. I think it was Alex. Cohen and Mr. Ginsberg.

X Q.12. Did you have any conversation among yourselves while on your way to Suffolk in reference to the January matter?

Ans. Not as I remember.

X Q.13. Did they know that you were going to Suffolk and the object of your visit?

Ans. They might.

X Q.14. Did you know that they were going to Suffolk and the object of their visit?

Ans. I know after we were a good ways on the road and near Norfolk. My recollection is that I found out that they were going to Suffolk, and of course, I could judge the rest.

X Q.15. Then, if I understand you correctly, you had no conversation whatever with them in reference to the object of your and their visit?

Ans. We might, and then again, we might not.

X Q.16. What do you mean when you say, "We might and then again we might not"?

Ans. Well, I went strictly for business and for my own interests and that is what I looked out for.

X Q.17. As a matter of fact, were you not all bent on the same purpose in making that visit?

Ans. I could not say what their aim was.

X Q.18. Why could you not say ?

Ans. Well, because we spoke very little about the matter, if any, for I tried to keep from it as much as possible.

X Q.19. Did you tell them on that trip that you had heard, that H. January had made a Bill of Sale to I. P. January ?

Ans. Not as I remember.

X Q.20. Did they tell you or did either of them tell you, that they had heard anything of the kind ?

Ans. Not as I remember.

X Q.21. Then, as I understand you, there was nothing said between you in reference to the joint object of your visit ?

Ans. I can't positively say about that.

X Q.22. You say that you were in Suffolk nearly two days on that trip. Will you state accurately and precisely, what creditors and representatives of creditors of H. January, you met in that store during either of those two days ?

Ans. The first day, there was Mr. Alex. Cohen of Alex. Cohen & Bro., Mr. Solomon Ginsberg of Baker & Ginsberg, I. Klawanski and Mr. Scheeler of New York. The next day, Mr. Weil came there.

X Q.23. You say that you had several conversations with both H. January and I. P. January during those two days ?

Ans. Yes, sir.

X Q.24. That a part of these conversations were confidential, had with you alone, and others were in the presence of what you term "public". Can you now say exactly who was in the <sup>said</sup> store at any time, at which any of these conversations took place?

Ans. I think it was Mr. Klawanski and Mr. Ginsberg. I am positive they were there, and it may be that there were some other creditors there, but I did not notice them.

- X Q.35. Was not Mr. Cohen there looking out for his interests ?
- Ans. Perhaps he was.
- X Q.36. Was not Mr. Weil of the firm of Eichengr een & Weil there, looking out for his interests ?
- Ans. Yes, sir. He got there the next day after I got there.
- X Q.27. Did I understand you to say that the Messrs. Jamary told you both publicly and privately, that they had devised a scheme that would beat the Baltimore creditors, and arranged matters so that the creditors could do nothing ?
- Ans. Yes, sir.
- X Q.28. Did they make this statement openly in their store, where any person who might have been present, could have heard the same ?
- Ans. Well, we were talking all in the front of the store one time in the presence of Mr. Klawanski and Mr. Ginsberg, and some one else might have heard it.
- X Q.29. Did not all of those creditors, including yourself, engage in a general conversation with the Jamarys in reference to the sale of that stock of goods ?
- Ans. On some occasions.
- X Q.30. Did the Jamarys or either of them make these/same statements, so far as you know, when all of their said creditors were assembled ?
- Ans. As I,have told you before, the question of the Bill of Sale was spoken of in my presence and in the presence of Mr. Ginsberg and Mr. Klawanski. That, I know of.
- X Q.31. Was the Bill of Sale discussed in your presence, when either Mr. Cohen or Mr. Weil was present ?
- Ans. Not as I remember.

X Q.33. Then, it seems to be a fact that Mr. Cohen and Mr. Weil were always excluded from those so-called confidential conferences. Is this a fact ?

Ans. I don't call these confidential conferences. They had several conferences there and when Mr. Cohen and Mr. Weil was there perhaps I was not there. I was not there all the time.

X Q.33. I thought I understood you to say that Mr. January talked to you in confidence ?

Ans. He did.

X Q.34. Then you were not present when that difficulty took place between Mr. H. January and Mr. I. Klawanski ?

Ans. I don't remember that.

X Q.35. Did all the creditors before you left Suffolk on that occasion, have a conference in order to determine what course or action you would pursue ?

Ans. Yes, sir.

X Q.36. Where was that conference held ?

Ans. Well, we went to see an Attorney, Mr. E. E. Holland, but as he Mr. Holland was very busy at the time ~~and~~ couldn't exactly give it his attention, so we decided to go to Norfolk and we went in to see Mr. Morris.

X Q.37. How long did you remain in Mr. E. E. Holland's Office ?

Ans. Well, I don't know. We were there one or two times. Mr. Weil was with us at the time.

X Q.38. Did Mr. Holland give you a partial hearing in regard to the merits of your case ?

Ans. Well, yes, but did not exactly pass his opinion as he was

very busy , he was attending court at the time, and he referred us to a Mr. Everitt in Suffolk.

X Q.39. Did you take time to make a partial statement of your case to Mr. Holland ?

Ans. At that time ?

X Q.40. At either time.

Ans. Well, we stated part of the case, but as he referred us to Mr. Everitt and we did not think Mr. Everitt would know as much about the case as Mr. Holland, we concluded to go over to Norfolk and there we went to see Mr. Morris.

X Q.41. Was Mr. Weil with you upon this occasion when you saw Mr. Holland ?

Ans. Yes, sir.

X Q.42. And, as I understand, he, as one of the creditors was then conferring and acting with the others of you ?

Ans. Yes, sir:

X Q.43. In this conference you alluded to which the creditors had had previous to going to Mr. Holland's Office, had you or had you not, very freely discussed the situation between yourselves ?

Ans. Yes, and in the presence of Mr. Weil and Mr. Cohen.

X Q.44. Did you conclude that you had sufficient evidence to annul and set aside the Bill of Sale heretofore alluded to as being fraudulent, at that time ?

Ans. In my opinion, it looked like highway ~~robbery~~ robbery.

X Q.45. That is not what I asked you. I asked you if you concluded that you had sufficient evidence at that time to set aside the Bill of Sale ?

Ans. My opinion is that it was highway robbery and I have been an American citizen for about fifteen years and I know what is

the consequence of highway robbery, and therefore had no doubt but that the Bill of Sale could be set aside.

X Q.46. Then, I understand you to say that in this conference among yourselves that you did decide you had sufficient evidence to set aside this Bill of Sale ?

Ans. That was my opinion. I don't know what the opinion of the rest was.

X Q.47. Did you not have that conference for the purpose of the interchange of opinions ?

Ans. Some of them thought the same thing, but I understood at the time that Mr. I. P. January promised to pay Mr. Cohen and Messrs. Eichengreen & Weil in full, so they would not come in with us.

X Q.48. But I understand that they did go with you to consult the Attorney ?

Ans. They did.

X Q.49. Had you heard previous to this, that they had assurances that their claims would be paid ?

Ans. No, I did not.

X Q.50. Well, then you do not know that at that time they had any such assurances, and thought they were in the same boat with yourself and the others, were they ?

Ans. That was when we first got there.

X Q.51. But I am referring to the conference in Mr. Holland's Office.

Ans. As I have explained before, we could not state our whole case to Mr. Holland and we had to go to Mr. Morris.

X Q.52. In that conference had between said creditors, what did you agree was the chief evidence which you had secured, to show that this Bill of Sale was fraudulent ?

Ans. I know that Mr. I. P. January admitted that he had the Bill of Sale in his pocket before H. January went to the Market, and in case, when he came back any of the creditors should push him, he could take his bicycle and run down to the Court House and record the Bill of Sale. That was sufficient ground I thought, to set the Bill of Sale aside.

X Q.52. Were you present, after that time, at a meeting held in the Office of Baker & Ginsberg in this city on one Sunday, at which a letter from S. Catzen or W. Catzen was read ?

Ans. I don't remember the date it was, but I know we had a meeting there and Mr. Cohen and Mr. Weil were there. We asked them if they would join us in the fight as we had a clear case against these parties. They said it was no use to put in any expense, that we will get our money in full. They waited until after the meeting was over to make that remark.

X Q.54. Was that meeting held before or after you had instituted this action ?

Ans. Before.

X Q.55. Was or was not, the object of that meeting to determine upon a joint course of action by all of the creditors in this case?

Ans. Yes, sir.

X Q.56. Did you then determine at that meeting, what you would do ?

Ans. Well, at that time Mr. Alex. Cohen and Mr. Weil refused to join. It might have been that we determined the same day or it might have been the next day.

X Q.57. Then, it was either that day or the next day that you determined upon your course of action in bringing this suit ?

Ans. I can't say whether it was the first or second day, but it was determined after that meeting.

X Q.58. Did you not determine before that meeting, what you would do?

Ans. Well, we thought of instituting the suit, but we thought to get all of the creditors together to bear the expense.

X Q.59. Where had you held a joint meeting previous to this, after you left Suffolk?

Ans. I don't know of any.

X Q.60. BY MR. CAUSEY. Mr. Markell, is it not a fact that the creditors of H. January did fully conclude at their Suffolk meeting to institute proceedings to set aside the Bill of Sale made by H. January to I. P. January dated October 13th, 1896?

(Question objected to by Plaintiffs' Counsel upon the ground that it tends to bring out hearsay evidence.)

Ans. We all concluded to bring a suit with the exception of Mr. Cohen and Mr. Weil. Perhaps they had different ideas but we all made up our minds to bring the suit.

X Q.61. BY MR. CAUSEY. You are positive of that, are you?

Ans. I am.

X Q.62. BY Mr. Causey. If this be so, why is it that you only a moment ago said, that the creditors did not make up their minds to institute this action until after the Sunday meeting held in Baltimore?

Ans. There were other creditors in Baltimore and more for the expense we wanted to get them in, so as to divide the expense.

X Q.63. Well, then, you had not concluded while in Suffolk to bring this suit?

Ans. Yes, sir.

X Q.64. Now, isn't it a fact that your minds were not made up to bring this suit until W. Catzen had been interviewed and his ideas of the Januarys obtained ?

Ans. I don't know anything about what W. Catzen has said.

X Q.65. In no particular as connected with this controversy ?

Ans. I don't know what Mr. W. Catzen has said, if he has said anything.

X Q.66. Do you mean by this to state that you had no idea of what either of the Catzens', W. or S. Catzen's testimony concerning this matter would be ?

Ans. I could not remember.

X Q.67. You then state, that of your own knowledge, W. Catzen or S. Catzen had, in no wise, been interviewed by any of the creditors to this suit or concerning this matter ?

(Question objected to by Counsel for Plaintiffs as bringing forth hearsay evidence, and immaterial and irrelevant.)

Ans. I have not been very well acquainted with Mr. Catzen and had not met him so often as to ask him this question, and do not think I ever asked anything about the Januarys. I did not think he knew so much about their affairs.

X Q.68. Then, I understand you to say that the statements made to the creditors of H. January by W. or S. Catzen in no wise effected the bringing of this suit ?

Ans. No, sir. He had nothing to do with it.

X Q.69. You stated to Judge Rawles that you found H. January at his old stand, but he was not trading under his own name. Do you mean by this, to state that he was in business under the name of somebody else ?

Ans. He might have been in some other name, but I can't say.

X Q.70. You have no knowledge of the fact that he was in business under some one's else name, have you ?

Ans Well, from what I have heard Mr. I. P. January say, it looked very much like it ; from his own acknowledgment, like H. January was in business under another name.

X Q.71. Then, you mean to say that I. P. January told you that H. January was doing business as I. P. January ?

Ans. He did tell me that.

RE-DIRECT EXAMINATION.

RD Q. 1. BY Mr. Morris. Mr. Markell, you have been interrogated a great deal in regard to the meetings of the creditors, and have been asked at what meeting it was determined by the creditors, to institute proceedings against the Januarys to set aside this Bill of Sale. You answered, that it was at a meeting held at the store of Baker & Ginsberg. I ask you now, whether or not you meant that it was there determined first, to bring a suit by all of the creditors or whether any part of the creditors had determined to bring a suit before this meeting ? You understand now ?

Ans. Yes, sir.

RD Q.2. Please state when you determined to bring an action and who joined you at the time you reached that conclusion ?

Ans. It was at first after we heard the statement of I. P. January at Suffolk. Then we all made up our minds to go to see an Attorney. We did go to see Mr. Holland ; then again, Holland could not exactly serve us at the time and we went to see Mr. Morris.

RD Q.3. Who called with you at Morris' Office and what instructions did you leave with him in respect to this suit ?

Ans. Mr. Ginsberg and Mr. Klawanski were the ones who called with me at Mr. Morris'.

RD Q.4. When?

Ans. The day we left Suffolk.

RD Q.5. What were the instructions you left with him in respect to this suit ?

Ans. We have explained to Mr. Morris what we have heard, and we told him we would make affidavit to that effect and as soon as we got home we got the other creditors to go in with us to pay the expenses and bring suit at once.

RD Q.6. You state that when you reached home sometime between the 13th day of October and the 8th day of November, 1896, you and other creditors held a meeting at Baker & Ginsberg's Office, at which there were present, Mr. Alex. Cohen and Mr. Weil. Please state whether or not the object of that meeting was to determine whether or not a suit should be instituted or whether, or not you had determined before to bring a suit and get as many creditors as you could, to join in defraying the expense of the suit ?

(Question objected to by Counsel for Defendants as leading and suggestive).

Ans. We held that meeting to get in more creditors so as to defray the expenses.

RD Q.7. Please state the exact object of the meeting held between the creditors of I. P. January, yourself and Messrs. Cohen and Weil ?

Ans. The object of that meeting was to bring a suit against I. P. January.

RD Q.8. Anything further ? I mean was there any other object in calling the meeting ?

Ans. It was to get as many creditors as possible together to reduce the expense.

RD Q.9. Now, Mr. Markell, is it true or not true, that you with some of the creditors at some time previous to this conference, concluded to bring an action against January and whether or not the other creditors joined you ?

(Question objected to by Defendants' Counsel because it is leading).

Ans. Yes, sir.

RD Q.10. Now, Mr. Markell, have Weil and Cohen, since the failure of the Januarys, been acting in accord with the other creditors to promote the suit in order to set aside this Bill of Sale, or have they been acting in concert with the Januarys ?

(Question objected to by Defendants' Counsel because Messrs. Weil and Cohen are not parties to this suit and their action is not relevant).

Ans. What I know is, that Mr. Weil and Mr. Cohen gave bond for I. P. January to take the stock from the Receiver.

RD Q.11. Is it not true that Weil and Cohen representing their respective firms, have joined you in your conferences with your Attorneys and between yourselves as creditors of the Januarys, and have never joined you in a suit against the Januarys, and have always delayed proceedings against the Januarys as long as they possibly could ; and have they always acted in good faith with those creditors who brought the suit against the Januarys ?

Ans. Mr. Weil was present at a meeting we had at Lawyer Holland's and he was also at the meeting in Baltimore at Baker & Ginsberg's, -he and Mr. Cohen both, but after we asked them if they would come and join us, they said no, that they thought

they were better off by not joining the suit.

RD Q.12. Did they try to persuade you and the other creditors not to bring suit, against the Januarys ?

(Question objected to by Defendants' Counsel because wholly irrelevant).

Ans. Mr. Weil seemed like he tried to delay the meeting, and then he always told me that he did not think we could get anything. He also said he would try to get Mr. January to come to Baltimore and perhaps could effect settlement.

(Answer objected to by Defendants' Counsel as hear-say testimony).

RD Q.13. Did any of the promises made by Weil and Cohen in behalf of the Januarys, to any of the creditors, ever materialize ?

Ans. No, sir.

RD Q.14. Did their conduct in behalf of the Januarys impress you as if they were acting in good faith ?

Ans. When they were at our meetings I thought they were acting in good faith.

RD Q.15. Have you or the other Plaintiffs in this suit, suspected them of not acting in good faith since the failure of the Januarys ?

(Question objected to as leading and irrelevant).

Ans. Mr. Weil always told me he will get Mr. January to come to Baltimore and effect settlement.

RD Q.16. You stated in your cross-examination that at the meeting of the creditors at Baker & Ginsberg's Office, ~~that~~ Mr. Weil was also present, through all of the deliberations ?

Ans. Yes, sir.

RD Q.17. Did he take any part in the conference or was he quiet and silent ?

Ans. He always set example, that the best way, after a man fails or sells out, is not to go to law about it.

RD Q.18. Now, what was the remark he made after the meeting was over ?

Ans. That he would not join us.

RD Q.19. Did I understand you to say in your cross-examination and do you now repeat the same, that Mr. Weil was at that meeting and remained from the beginning of the conference to the close, and after having heard all that was said, pro and con by the creditors who had invited him there, inform you and the other creditors that he would not join them in their action against January ?

Ans. That is what he said.

RD Q.20. Did Mr. Weil on any other occasion ever have reason to know, or did he know, that it was the intention of any of the creditors to bring this action ?

Ans. By our actions he should have understood it.

RD Q.21. Did I understand you to say in your cross-examination that he was also at the conference held in Mr. Holland's Office ?

Ans. Yes, sir.

RD Q.22. Is it not true, Mr. Markell, that the promises made to you, as stated in your corss-examination, by Weil and Cohen urging you to wait, and promising to get the Januarys here to settle, is it not true that those promises and other arguments from them caused you and the other creditors to delay the bringing of this suit ?

(Counsel for Defendants not only objects to this question vehemently, but to this whole line of re-direct examination, when the Counsel for Plaintiffs persists in asking his own witness leading, suggestive and irrelevant questions).

(Plaintiffs' Counsel here states that the questions here asked, are in response to and explanatory of the questions asked by the Defendants' Counsel in his cross-examination).

Ans. Yes, sir.

RD Q.23. Now, Mr. Markell, how many creditors were at the meeting called at Baker & Ginsberg's as referred to in this examination ?

Ans. There was myself, Mr. Ginsberg, Mr. Alex. Cohen, Mr. Weil, Mr. Klawanski and Mr. Levinstein and may be one or two more.

RD Q.24. Mr. Markell, is it not true that all the creditors at that meeting have joined in this suit excepting Weil and Cohen ?

Ans. The most of them that I know of, excepting those two.

RD Q.25. Do you know of any creditors besides Weil and Cohen who have not joined in this action ?

Ans. I can't say if there is any.

RE-CROSS EXAMINATION.

(BY Mr. Rawles)

RX Q.1. Mr. Markell, you stated that the action taken by Messrs. Weil and Cohen delayed you in bringing this action. How could they delay you, if you had already determined to bring this action before the meeting in the Office of Baker & Ginsberg.

Ans. With their promises.

RX Q.2. But, I thought I understood you to say that you had determined to bring the action regardless of any position that they might assume in the matter ?

Ans. But for promises we would have instituted suit so much sooner.

RX Q.3. But, had you not already ~~made~~ determined to institute suit regardless of their promises ?

Ans. Well, we had made up our minds to institute suit, but afterwards when we reached Baltimore, Mr. Weil said to us that he

would try to get a settlement.

RX Q.4. And is that what you mean by his making promises ?

Ans. Well, and by delaying the meeting and by telling us not to be in any hurry about the suit. We thought that was a delay.

RX Q.5. You have stated that Weil and Cohen gave bond for the Januarys. How do you know this ?

Ans. That was what I heard.

RX Q.6. Then, you only know this from hearsay ?

Ans. Well, I know this much. If I am not mistaken, it was written to us by our Attorneys in Suffolk and I know that Mr. Cohen, a brother of Alex. Cohen stayed in the store quite a while with Mr. January after the stock was taken out of the Receiver's hands.

RX Q.7. Did Mr. Weil or Mr. Cohen ever take part in any other of your conferences after bond had been given and after you had instituted this suit ?

Ans. After our last conference they refused to join us and of course they were not with us any more.

RE-RE-DIRECT EXAMINATION.

RRD Q.1. By Mr. Morris. You answered Mr. Rawles a while ago and stated that Alex. Cohen's brother was with the Januarys in their business since the institution of the suit. Do you know what he was doing there ?

Ans. I suppose taking care of his brother's interests, Alex. Cohen and Eichengreen and Weil.

RRD Q.2. You suppose it. What I mean, Mr. Markell is, whether he was there on a visit or whether he was working there as a clerk or in any other capacity ?

Ans. He was not there on a visit. He was there in a working capacity.

And further this Deponent saith not.

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NOTE BY THE COMMISSIONER.

By agreement of Counsel the signature of this witness is waived and the further taking of these Depositions is adjourned until 9 A. M., Wednesday, March 17th, 1897, at the same place).

--:--

Met pursuant to adjournment this 17th day of March, 1897 at 9 o'clock A. M. at the same place, and P. J. Morris, Esq. Counsel for Plaintiffs and R. H. Rawles and C. H. Causey, Esqs., Counsel for Defendants, being present, I proceeded to take the following Depositions :--

I. Klawansky, being first duly sworn deposeth and saith in answer to interrogatories, as follows :

Q. 1. BY Mr. Morris, Counsel for Plaintiffs. Please state your name, age, residence and occupation ?

Ans. Isaac Klawanski. 36 years old. I reside in Baltimore. I am a traveling salesman.

Q. 2. Mr. Klawanski, are you acquainted with H. January and I. P. January ; do you know where they reside ; please state ?

Ans. Yes, sir. In Suffolk.

Q. 3. Are you related in any way to them ? If so, state how ?

Ans. Yes, sir, I am. I am their second cousin.

Q. 4. Do you know how I. P. January is connected with H. January ; in what relation, I mean, do they stand to each other ?

Ans. They are brothers.

- Q. 5. Do you know how long they have been associated in business together ?
- Ans. They, were in business together about two years, when they failed.
- Q. 6. When did they fail ?
- Ans. I don't recollect exactly the time,--about three years ago or two years and a half, I don't remember.
- Q. 7. Have they been in business since that time together ?
- Ans. Together, yes, sir.
- Q. 8. Please state the entire connection between the two for the last three years, as far as you know ?
- Ans. All I can tell you is, that they were in business together about two years, when they failed and they settled for forty cents on the dollar. Then they started and opened business again in the same way as before, and they stayed together not quite a year, if I am not mistaken, then they dissolved,--how the dissolution part was, I don't know, but I. P. January stayed all the time with H. January. When I come once to sell him a bill of goods Mr. H. January told me that he had dissolved with his brother, but I sold the bill of goods in the name of H. January.
- Q. 9. Where was I. P. January at this time ?
- Ans. He was present.
- Q. 10. When was the dissolution between the two ?
- Ans. I don't know. When I sold them that bill it was in last July.
- Q. 11. You say that they failed about three years ago ?
- Ans. Yes, I think it was three years ago.

- Q. 12. Then, you also think they dissolved the co-partnership between the two about last July ?
- Ans. Yes, sir.
- Q. 13. Then, what else did they do since that time ?
- Ans. When I was there in July, Mr. H. January owed our firm a bill of about \$175.00, and the firm wrote me that I shall ask him for money, so I did.
- Q. 14. I am not asking you what you did or what your firm did, but what they did subsequent to the dissolution, if they did anything, or was there no change in their business since that time ?
- Ans. Mr. H. January told me that he ~~wasn't~~ couldn't pay me the money he owed me at that time, because he had to pay for his brother, that he owed him.
- Q. 15. Were there any other changes in their business connection since their dissolution ?
- Ans. Yes, sir, I suppose it is. When I come to Suffolk in October, 1896 the same day the Bill of Sale was made--when they claimed H. January sold to his brother.
- Q. 16. You say there was a Bill of Sale from one January, to the other in October. Please state which January sold to the other January and when ?
- Ans. H. January ~~said~~ claimed that he sold to I. P. January in October, 1896.
- Q. 17. How long then, were I. P. January and H. January associated in business together, one way or another ?
- Ans. I suppose for about five or six years.
- Q. 18. Do you know where I. P. January lives in Suffolk,--on what street ?

Ans. I don't know the name of the street, but I. P. lives with H. January.

Q. 19. Do you know whether or not, they live in the same house ?

Ans. Yes, sir.

Q. 20. How long have they been living so ?

Ans. I. P. January used to board with some lady there in town and when they claimed they dissolved, that was the time that I. P. January went to stay with his brother.

Q. 21. How long, then, have they been living together ?

Ans. A little over a year.

Q. 22. What do you mean by a year ?

Ans. I said, a little over a year.

Q. 23. From when until when ?

Ans. I think it was last June when they went to live together.

Q. 24. Were they living together in October when this alleged bill of sale was executed from one January to the other ?

Ans. Yes, sir.

Q. 25. Mr. Klawanski, were you in Suffolk, Va. in any part of the year 1896 or in the latter part of the year 1896 ?

Ans. Yes, sir.

Q. 26. Please state what caused you to go there ?

Ans. I went there to sell goods. I just happened to be in Norfolk and I went to Suffolk.

Q. 27. When was that ?

Ans. That was in October.

Q. 28. Did you call on I. P. January on this trip ?

Ans. Yes, sir.

Q. 29. Did you have a conversation with I. P. January at this time ?

Ans. Yes, sir.

Q. 30. Please state what occurred and what was said by I. P. January

to you during this conversation ?

Ans. Well, when I got to Suffolk, it was the same day that the Bill of Sale was. I refer to the Bill of Sale defrauding the creditors.

Q. 31. Who was the maker of that Bill of Sale ?

Ans. I didn't see it. I only know what was told me.

Q. 32. Who told you about the Bill of Sale ?

Ans. As soon as I got to town I heard about it.

(Counsel for Defendants objects to the manner in which the witness is being examined).

Q. 33. Mr. Klawanski, you stated that on this visit, you had a conversation with I. P. January ?

Ans. Yes, sir.

Q. 34. Please state it ?

Ans. When I got to the store, of course, I found I. P. January there, and I says, Ike, I heard your brother sold out to you, then I said to him, what did he done that for, and he said, "because he was afraid," he says, "that his creditors would jump on his brother so he was trying to protect his brother, - I suppose to help out his brother," he says, and then I talked to him and told him, I says, "I wish I had been here yesterday" that was the day before that sale was, "I could have saved the money for my people". Then he told me that I couldn't do nothing because, he says, "I had the papers carried around in my pocket for the last two or three weeks to try to keep the creditors away from it". He says, "If anybody would come down", he said, "all I had to do was to run over to the Court and get them papers signed and that wouldn't take but a second", and then, he said, "what could the creditors do ? After I had my papers in my pocket signed", he said "they couldn't do nothing".

Q. 35. Do you know what he meant by taking the papers over to the Court and having them signed ?

Ans. Of course, I know. He meant keeping back the creditors from getting their money.

Q. 36. Did he state in this conversation with you when he told you that he would go over to the Court House and have the papers signed, who the papers were to be signed By ?

Ans. By the Clerk of the Court.

Q. 37. Was there anything said by I. P. January in reference to any change in the business ;--in its management ?

Ans. Well, he just told me that he would have to carry on the business in his name for a while.

Q. 38. Did he tell you how long he was to conduct the business in his name ?

Ans. He did not.

Q. 39. Did he tell you that any of the creditors had been pushing his brother, H. January ?

(Question objected to by Defendants' Counsel because it is leading).

Q. 40. Did Mr. I. P. January state to you the object or purpose of the execution of this Bill of Sale, by H. January to him ?

(Question objected to by Counsel for Defendants, because it is a leading and suggestive question, and further, because the witness has already been asked to state everything in connection with this affair that was said to him by Mr. January, and has had full opportunity to answer that question without being led by his Counsel).

Q. 41. Mr. Klawanski, did you and Mr. I. P. January have any controversy or fuss while you were on that visit ?

Ans. No, sir, not that day when I was there.

- Q. 42. Was there any trouble between you and them on any other occasion after that day ?
- Ans. Well, I had no fuss with Mr. H. January or Mr. I. P. January, only when I was there the next day I heard him talking to the creditors in the store, but whether he meant me with them or not, I can't tell you.
- Q. 43. Was there anything said to you directly by them or either one of them ?
- Ans. No, sir, not as I know.
- Q. 44. Who was it that ordered the creditors out of the store ?
- Ans. Mr. H. January.
- Q. 45. Did Mr. I. P. January take any part in ordering the creditors out of the store ?
- Ans. No, sir, not as I heard.
- Q. 46. Did the creditors leave, as ordered to leave by Mr. H. January ?
- Ans. No, sir, they remained there.
- Q. 47. What did Mr. H. January do after ordering them to leave and they refused to leave ?
- Ans. They were talking to him trying to ~~get~~ see about getting a settlement from him.
- Q. 48. Did H. January and the creditors become reconciled and friendly after that ?
- Ans. Yes, sir. They talked very polite.
- Q. 49. Did you hear I. P. January say anything on this visit ?
- Ans. No, sir.
- Q. 50. Mr. Klawanski, have you seen H. January since you left Suffolk ?
- Ans. No, sir.

Q. 51. Have not seen him since you left Suffolk ?

Ans. I can see him now.

Q. 52. Were you present yesterday, while depositions were being taken in this case ?

Ans. No, sir.

Q. 53. Where were you ?

Ans. I was in another room.

Q. 54. Did you see Mr. H. January yesterday ?

Ans. I saw him pass by me.

Q. 55. Where did you see him ?

Ans. Going through the room,-passing by.

Q. 56. Do you know how long we have been engaged in taking depositions in this case ?

Ans. Well, from ten o'clock in the morning to five in the evening, I think, yesterday.

Q. 57. Have we been taking some to-day?

Ans. Yes, sir.

Q. 58. Can you say whether or not Mr. H. January has been present during all the time that we have been taking these depositions?

Ans. Yes, sir.

Q. 59. Have you seen Mr. I. P. January during the taking of these depositions ?

Ans. No, sir.

#### CROSS-EXAMINATION.

X Q. 1. By Mr. Rawles. Mr. Klawanski, where were you borne ?

Ans. In Russia.

X Q. 2. How long have you been in this Country ?

Ans. Sixteen years.

X Q. 3. With what firm are you at present engaged ?

Ans. J. Epstein & Co.

X Q.4. Do you know of such a firm as the Chesapeake Clothing Co. ?  
Ans. Yes, sir.

X Q.5. Is that a firm of this city ?  
Ans. That is the firm,-J. Epstein & Co., Proprietors.

X Q.6. Then, if I understand you, the Chesapeake Clothing Co. and J. Epstein & Co., are one and the same firm ?  
Ans. Yes, sir.

X Q. 7. Are you a member of that firm ?  
Ans. No, sir.

X Q.8. Have you any interest in it outside of traveling salesman?  
Ans. No, sir.

X Q.9. Is your wife a member of that firm ?  
Ans. No, sir.

X Q.10. Is any member of your personal family a member of that firm ?  
Ans. No, sir.

X Q.11. Then, you have no interest in the concern whatever as a partner or stockholder ?  
Ans. No, sir.

X Q.12. How long have you known either of the Messrs. January ?  
Ans. I have known them since they were borne,--all their lives.

X Q.13. You say they are second cousins of yours ?  
Ans. Yes, sir.

X Q.14. You have alluded to a failure by them in business, in Suffolk Va. When did that failure take place ?  
Ans. Which one do you mean,-first failure ?

X Q.15. I have not heard of but one failure. When did that take place ?  
Ans. Well, I want to know which failure you mean. The first one or second one ?

X Q.16. The one in which they settled for forty cents on the dollar

Ans. It has been about three years or a little over. I don't remember exactly.

X Q.17. Was the firm that you represent, creditors of January at that time ?

Ans. Yes, sir.

X Q.18. and you say they paid you forty cents on the dollar ?

Ans. Yes, sir.

X Q.19. Was that by the agreement of your firm ?

Ans. Yes, sir.

X Q.20. Have you ever been in business yourself ?

Ans. Yes, sir.

X Q.21. Have you ever failed ?

Ans. Yes, sir.

X Q.22. How many times ?

Ans. Once.

(All these questions are objected to by Plaintiffs' Counsel as irrelevant and immaterial).

X Q.23. State what settlement you made with your creditors ?

(Question objected to by Plaintiffs' Counsel as irrelevant and immaterial.)

Ans. I give out everything I had, to ~~them~~ my creditors,--that is the settlement I made.

X Q. 24. What percentage of their claims did they receive ?

(Question objected to by Plaintiffs' Counsel as irrelevant and immaterial).

Ans. Well, I don't know that.

X Q.25. When did this failure take place,--I mean your failure ?

(Question objected to by Plaintiffs' Counsel as irrelevant and immaterial).

Ans. Five years ago, or a little over.

X Q.26. And yet, you are prepared to say on your oath, that you do not know what per cent. of the indebtedness your creditors received from your assets ?

(Question objected to by Plaintiffs' Counsel as irrelevant and immaterial).

Ans. No, sir.

X Q.27. Did they get as much as twenty-five cents on the dollar ?

(Question objected to by Plaintiffs' Counsel as irrelevant and immaterial).

Ans. I don't know that.

X Q.28. What led to your failure ?

Ans. Losing money in business.

X Q.29. Might not the same cause lead to the failure of other people?

(Question objected to by Plaintiffs' Counsel, because it calls for the opinion of the witness).

Ans. No, sir. I was doing a wholesale business. I done a credit business.

X Q.30. Do not Retailers do a credit business as well as Wholesalers?

(Question objected to by Plaintiffs' Counsel, because it calls for the opinion of the witness).

X Q.31. Might not a debtor be ~~can~~ forced by circumstances to fail in business, and yet, be entirely honest ?

(Question objected to by Plaintiffs' Counsel, because it calls for the opinion of the witness).

Ans. I don't know somebody else business. I only know my own.

X Q.32. Were you honest in your failure ?

(Question objected to by Plaintiffs' Counsel because it calls for the opinion of the witness).

Ans. Yes, sir.

X Q. 33. And why should not other people be equally honest in failures if caused by circumstances over which they had no control ?

(Question objected to by Plaintiffs' Counsel, because it calls for the opinion of the witness).

Ans. I don't know somebody else business.

X Q.34. When did you first hear that H. January had executed a Bill of Sale to I. P. January ?

Ans. When I was in Suffolk.

X Q. 35. Give us the date,--the hour, the day of the month and the month ?

Ans. That was in October the same day the bill of Sale was. You can find that out, I suppose.

X Q.36. The Bill of Sale bears date Oct. 13th, 1896. Was that the day you were in Suffolk and when you first heard of the Bill of Sale ?

Ans. Yes, sir.

X Q.37. How did you hear of it ?

Ans. When I got off of the train, of course, I went down to January's store and I. P. January told me about it.

X Q.38. How long were you in Suffolk on that trip ?

Ans. I stayed there the whole day.

X Q.39. When did you return to Suffolk again ?

Ans. The next morning.

X Q.40. Then, that was the 14th of October ?

Ans. I suppose so.

X Q.41. When did you again return to Suffolk ?

Ans. I have not been there since.

X Q.42. Then, you were not in Suffolk on the 15th, 16th or 17th of October, 1896 ?

Ans. I don't remember the dates, 15th or 16th. I don't know what date I was in Suffolk whether the 13th, 15th or 18th, but I know it was in October.

X Q.43. But you have said that it was the day on which the Bill of Sale you have alluded to bears date.

Ans. On the day that I. P. January told me, when the Bill of Sale was made.

X Q.44. You say that he told you that that Bill of Sale had been made about fifteen days previous to that time ?

Ans. I have said that he carried ~~it~~ in his pocket the papers ready for the Bill of Sale two or three weeks before.

X Q.45. What do you mean by the papers ready for the Bill of Sale ?

Ans. Well, I mean to keep the creditors off from them ; to try to prevent their creditors from getting their money,--any of the creditors that might come. That is what I. P. January told me, and that he could go over to the Court and have them papers signed so the creditors could do nothing.

X Q.46. Was Mr. H. January present when I. P. January told you this ?

Ans. No, sir.

X Q.47. Was any body present ?

Ans. No, sir.

X Q.48. Then, he did not make this statement to you in the presence of any other person ?

Ans. No, sir.

X Q.49. Will you swear that this is a true and correct answer ?

Ans. Yes, sir.

X Q.50. Did you have a conversation with H. January about the Bill of Sale ?

Ans. No, sir.

X Q.51.. Where did the conversation with I. P. January take place ?  
Ans. Right in the store.

X Q.52. You swear that no other person was in the store at the time?  
Ans. H. January was in the store, but has not heard it, when he told me.

X Q.53. What else did I. P. January tell you concerning that Bill of Sale ?  
Ans. I don't know of anything else.

X Q.54. Then, that is all that he told you about it ?  
Ans. Yes, sir.

X Q.55. And that is all that you know about it ?  
Ans. As far as I know, yes, sir.

X Q.56. You say that the firm of H. January & Bro. was dissolved in June or July 1893 ?  
Ans. Yes, sir.

X Q.57. Which partner purchased the interest of the other purchaser ?  
Ans. H. January purchased stock from I. P. January.

X Q.58. Do you know what the consideration was ?  
Ans. No, sir.

X Q. 59. Do you know anything of the value of the stock sold ?  
Ans. No, sir.

X Q.60. Do you know whether the purchase money was paid in cash or otherwise ?  
Ans. I don't know that.

X Q.61. Then you do not know, whether or not H. January was indebted to I. P. January for his share of the stock which he then sold him ?  
Ans. I don't know that.

X Q.62. When you left Suffolk the first day after you heard of the Bill of Sale, where did you go ?

Ans. I went to Norfolk.

X Q.63. Did you confer with any person concerning it ?

Ans. No, sir.

X Q.64. Did Mr. January tell you that he would do the best he could for you, and pay you what was due you as soon as he was able to do so ?

Ans. No, sir.

X Q.65. Did he make you any promise of payment ?

Ans. No, sir.

X Q.66. What did he say when you demanded payment ?

Ans. He told me, that your firm is not any better than anybody else.

X Q.67. Now, did not Mr. H. January tell you that he knew that he bought these goods from you and that he would pay you for them as soon as he was able to do so ?

Ans. I never asked him that question.

X Q.68. But you demanded payment of him did you not ?

Ans. That is what he told me,--that your firm is no better than anybody else.

X Q.69. You have said that H. January ordered the creditors out of the store.

Ans. Yes, sir.

X Q.70. Now, I ask you this question. In a conversation that you had with January in the presence of other creditors, did you not tell him that he was a damn liar and a damn thief ?

Ans. No, sir.

X Q.71. Did you call him any harsh or ugly names ?

Ans. No, sir.

X Q.72. Did you have personal disputes with him ?

Ans. No, sir.

X Q.73. Then, how do you account for his ordering the creditors to leave the store ?

Ans. Well, the creditors asked him for the money, I suppose, and he didn't like it, so I suppose he had a right to order them out,-they were in his store.

X Q.74. Did he not tell you that if you repeated such language to him that you had used, that he would beat you ?

Ans. No, sir.

X Q.75. While in Suffolk, did you have a conference with other creditors of January in reference , or to determine the best course to be pursued by the creditors in order to get their money ?

Ans. No, sir.

X Q.76. Then, you had no conference at all ?

Ans. No, sir.

X Q.77. What other creditors were there ?

Ans. Alex. Cohen, Mr. Markell, Mr. Ginsberg, Mr. Scheeler of New and York, <sup>^</sup>Mr. Weil was there the second day.

X Q.78. I understand you to say that you did not confer with any of these creditors in reference to a course which you should pursue ?

Ans. I don't remember.

X Q.79. Did you not go with them to consult an Attorney in Suffolk ?

Ans. Yes, sir.

X Q.80. When did the creditors decide to consult an Attorney in Suffolk ?

Ans. I don't remember exactly. I don't know

X Q.81. Did you all go together to consult an Attorney ?

Ans. Yes, sir.

X Q.82. Then you decided to go in a body before you went, did you not?

Ans. Yes, sir.

X Q.83. Then, you did have a conference ?

Ans. That was in Norfolk.

X Q.84. Did you not go with the other creditors to consult a Lawyer in Suffolk in reference to this matter ?

Ans. Yes, sir.

X Q.85. And you went in a body,--I mean, all together ?

Ans. Yes, sir, all together.

X Q.86. Then you decided to go before you did go ?

Ans. Yes, sir.

X Q.87. Then, you did have a conference in reference to this matter ?

Ans. Yes, sir.

X Q.88. Did you talk freely with each other in reference to the best course for the creditors to pursue in order to get their money ?

Ans. Yes, sir.

X Q.89. Did you reach the conclusion that you had sufficient evidence to set aside that Bill of Sale as fraudulent ?

(Question objected to by Plaintiffs' Counsel because it elicits the witness' opinion).

Ans. I don't know that.

X Q.90. Did you and the other creditors talk freely together in regard to what had been said to you or to any of you by H. January or I. P. January ?

Ans. I don't know that.

X Q.91. Then, what did you talk about when you came together to - consult ?

Ans. I don't remember .

X Q.92. You certainly talked about this case,--did you not ?

Ans. I don't remember.

X Q.93. Did you or did any of the other creditors in your presence state to the Lawyer about what your case was ?

(Question objected to by Plaintiffs' Counsel because eliciting hearsay testimony).

Ans. No, sir, I don't know.

X Q.94. What was said by the creditors in the Lawyer's Office in Suffolk ?

(Question objected to by Plaintiffs' Counsel because it elicits hearsay testimony).

Ans. I don't remember.

X Q.95. Can you state why your memory has suddenly become a blank ?

Ans. I don't remember why, because I wasn't present. I don't know.

X Q.96. But you have just said that you were present,-is this true ?

Ans. Yes, sir.

X Q.97. Then, why is it that you remember a part of this transaction which you seem to think is favorable to your interests, but cannot remember anything else that occurred ?

Ans. I can't answer that question.

X Q.98. When did you or your firm and the other creditors decide to bring this suit ?

Ans. I don't know when they decided.

X Q.99. Did you not go with the other creditors to an Attorney in Norfolk to consult about this case ?

Ans. Yes, sir.

X Q.100. What Attorney was that ?

Ans. Mr. Morris.

X Q.101. What course of action did you determine upon on that occasion?

(Question objected to by Counsel for Plaintiffs as calling for hearsay ).

Ans. I don't know.

X Q.102. If you were present and a representative of one of these creditors, why is it that you do not know ?

Ans. Why, because I didn't take any interest.

X Q.103. Were you not sent there to represent their interests ?

Ans. No, sir. I was not.

X Q.104. Did you have a conversation with S. Catzen in Suffolk on the occasion alluded to ?

Ans. No, sir.

X Q.105. Did you see him ?

Ans. Yes, sir.

X Q.106. Did you speak to him ?

Ans. Yes, sir.

X Q.107. What did you say to him ?

Ans. Not much.

X Q.108. Did you say anything to him ?

Ans. I supposed we talked but I don't know what we talked about.  
I don't remember.

X Q.109. How long did you talk ?

Ans. I can't tell you that.

X Q.110. Did you not talk about January's affairs ?

Ans. No, sir.

X Q.111. Have you ever heard Catzen say anything about January's affairs ?

(Question objected to by Counsel for Plaintiffs upon the ground that it calls for hearsay testimony).

Ans. No, sir.

X Q.112. Now, Mr. Klawanski, I want to put you on your guard, and I want you to refresh your memory and answer this question,--  
Were you or were you not present at a meeting of the creditors in the City of Baltimore at the Office of Baker & Ginsberg on

a certain Sunday between the 15th of October and this time, at which the creditors discussed the matter of their claims against January?

Ans. No, I was not there.

X Q.113. Do you know anything of any such meeting ?

Ans. No, sir.

X Q.114. Have you ever seen a letter written by Catzen to any of the creditors in Baltimore concerning this affair ?

(Question objected to by Plaintiffs' Counsel on the ground that it calls for hearsay testimony).

Ans. No, sir.

X Q.115. Have you ever heard of any such letter ?

Ans. No, sir.

X Q.116. You have stated that January told you that this Bill of Sale, which bears date of Oct. 13th, 1896 was, in fact, carried in his pocket two or three weeks prior to that date ?

Ans. Yes.

X Q.117. Can you suggest any motive that would prompt any man, in any case, to pre-date a paper ?

Ans. I don't know what pre-date means.

X Q.118. I mean, to make a paper to-day and date it ahead to the 17th of April.

(Counsel for Plaintiffs' objects to this question as calling for the opinion of the witness.

Ans. Yes, sir.

X Q.119. State what motive would prompt a man to do that ?

Ans. To protect himself, I suppose.

(Plaintiffs' Counsel objects to this entire line of examination as it calls for the witness' opinion).

Mr.

X Q.120. BY <sup>A</sup> Causey. Mr. Klawanski, you have before stated that your only connection with the firm of J. Epstein & Co. was that of a traveling salesman,-is that correct ?

Ans. Yes, sir.

X Q.121. (Mr. Causey) Then, you are not connected with J. Epstein & Co. in any other manner ?

Ans. No, sir.

X Q.122. (Mr. Causey) You are not their credit man ?

Ans. No, sir.

X Q.123. (Mr. Causey) You are not their confidential book-keeper?

Ans. No, sir.

X Q.124. (Mr. Causey) You have not a Power of Attorney to sign checks or give receipts in full ?

Ans. Yes, sir, I have.

X Q.125. (Mr. Causey) Will you produce that Power of Attorney ?

Ans. I have a written Power of Attorney, but haven't got it with me.

(Plaintiffs' Counsel states that he will produce the Power of Attorney called for and file with the Commissioner.)

RE-DIRECT EXAMINATION.

RD Q.1. BY Mr. Morris. You said, in answer to cross-examination that you failed in business ; you further said, that you gave up everything that you had to your creditors and that you are now working on a salary ; Is that true ?

Ans. Yes, sir.

RD Q.2. (Mr. Morris) You have also been asked by Judge Rawles, questions in regard to the motives of Merchants in transacting their business. Now, I will ask you a question. Is it not

more honorable, and so considered among business men, for a man to fail in business and give up all that he possesses in payment of his debts than to fail in business, settle for forty cents on the dollar, dissolve that business and pay a partner one-half of the value of that business, run that business awhile, sell out that same business to your brother and then remain in that business, reserving sufficient authority to insult his creditors who come and make an honest demand for their money, and when they bring a suit come in and swear that he had made a Bill of Sale to his brother and not give his creditors a cent ? I am asking you if it is not more honorable for a ~~xxx~~ debtor to turn over all he has, than to do this ?

(Counsel for Defendant object to this question because it is a very leading one).

Ans. It is more honorable to give up everything a man has, of course.

RD Q.3. Mr. Klawanski, you have been asked several questions in reference to a fuss had in the store while you were in Suffolk. Did you, on that occasion, hear any insulting language used by any one ?

Ans. No, sir.

RD Q.4. When you were in Suffolk, were Mr. Ginsberg and Mr. Markell in that city ?

Ans. Yes, sir.

RD Q.5. While you were in the store at any time during your visit there, talking with I. P. January, can you say whether or not Mr. Ginsberg and Mr. Markell were also in the store ?

Ans. Yes, sir.

(Question and answer objected to by Counsel for Defendants, because leading).

RD Q.6. While you were there at Suffolk and in the store of January, who else did you see there ?

Ans. I saw a lot of the creditors,--Mr. Cohen, Mr. Markell, Mr. Ginsberg, Mr. Scheeler and Mr. Weil.

RD Q.7. When the conversation took place between yourself and Mr. I. P. January, can you say who was in the store at that time?

Ans. No, sir, I cannot say.

RD Q.8. Can you say whether or not any one else over-heard or might have over-heard the conversation between yourself and Mr. I. P. January ?

Ans. No, sir.

RD Q.9. Did you see ~~any~~ Mr. I. P. January speaking to any one else during your visit to Suffolk ? If so, name him.

Ans. Yes, sir. Mr. Ginsberg, Mr. Markell, Mr. Scheeler, I suppose ; I do not remember who else was there.

RD Q.10. Did you over-hear any conversation between Mr. I. P. January and Mr. Ginsberg ~~and~~ or Mr. Markell ?

Ans. Yes, sir.

RD Q.11. What did you hear Mr. I. P. January say to either one of those gentlemen ?

Ans. He said, he bought the goods from his brother, trying to prevent his creditors from getting their money.

RD Q.12. Do you know the meaning of the word "Conference" ?

Ans. No, sir.

RD Q. 13. Do you know the meaning of the word "consultation" ?

Ans. No, sir.

RD Q.14. If Judge Rawles had asked you in his cross-examination, whether you went with one or two creditors to a Lawyer's

Office to see that Lawyer in regard to the money which January owed them and as to the best means of collecting their money, what would you have answered ?

Ans. I don't know.

RD Q.15. Do you mean that you do not know the question or that you do not know what you would have answered ?

Ans. I don't know the question.

RD Q.16. If Judge Rawles had asked you in his cross-examination, whether you went with one or two creditors to a Lawyer's Office to see that Lawyer in regard to the money which January owed them, and as to the best means of collecting their money, what would you have answered ?

Ans. I would have answered, yes, sir.

RD Q.17. Therefore, you did go to a Lawyer's Office while in Suffolk with one or two other creditors to see that Lawyer in regard to the January case ?

Ans. Yes.

RD Q.18. Now, Mr. Klawanski, have you got any authority from your house to settle back debts on the road ?

Ans. No, sir.

RD Q.19. Did you make any contracts with Lawyers about this January case ?

Ans. No, sir.

RD Q.20. Mr. Klawanski, have you ever been called in a meeting held by the creditors in regard to the January case ?

Ans. No, sir.

RD Q.21. Have any of the creditors ever spoken to you since the day you left Suffolk in regard to their method of proceeding in this case ?

Ans. No, sir.

RD Q.22. Do you know anything about the arrangements between the creditors and their Attorneys ?

Ans. No, sir.

RD Q.23. Mr. Klawanski, you said in your direct examination, that Mr. H. January was present during the taking of these Depositions and is now in the City of Baltimore ?

Ans. Yes, sir.

RD Q.24. Do you know what <sup>other</sup> business he has here.

Ans. No, sir.

And further this Deponent saith not :

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NOTE BY THE COMMISSIONER.

By agreement of Counsel the signature of this witness is waived.

--:--

S. Catzen, being first duly sworn, deposeth and saith in answer to interrogatories, as follows :

Q. . ~~By~~ Mr. Morris. What is your name, age, residence and occupation ?

Ans. S. Catzen. My age is 22. I reside in Baltimore, Maryland. I am engaged in the Millinery business.

Q. 2. Did you ever reside in Suffolk, Va.?

Ans. Yes, sir.

Q. 3. Are you acquainted with H. and I. P. January ?

Ans. I am personally acquainted with them.

Q. 4. How long have you known them ?

Ans. I have known them since about 1890.

Q. 5. What relation do they bear to each other ?

Ans. They are brothers.

- Q. 6. How long have they been associated in business together ?
- Ans. To the best of my recollection, since 1891.
- Q. 7. Do you know where--I mean on what street--H. January and I. P. January reside in the town of Suffolk ?
- Ans. H. January lives on Saratoga Street and I. P. January lives with him, that is, since the failure, before ~~Ja~~ I. P. January had the house.
- Q. 8. What business has I. P. January been engaged in for the past year or year and a half ?
- Ans. The last year he has been in the same business. They have been dissolved and I. P. January worked for his brother H. January.
- Q. 9. Do you know in what capacity I. P. January worked for his brother ? If so, state what .
- Ans. He was to stay for \$25.00 a month and board until he got all his money out. He was to get \$1475.00.
- Q. 10. Do you know what this \$1475.00 was for ?
- Ans. For his share that he had in the business with H. January.
- Q. 11. Are you familiar with the circumstances attending the dissolution of H. January and I. P. January, sometime in the year 1896 ?
- Ans. I am. They have dissolved, for I. P. January has had intention to go to Africa or to leave the country any how.
- Q. 12. Well, state what further facts you know in reference to it ?
- Ans. The further facts were, that he got tired of the business.
- Q. 13. Who told you that \$1475.00 was the consideration which H. January paid to I. P. January for his interest in the business and tell how you secured that information ?
- Ans. I. P. January told me so himself. My oldest brother, Wolf Catzen assisted them in dissolving.

- Q. 14. Were you present on that occasion, or during any part of the time the dissolution was being effected ?
- Ans. Yes, sir, I was a part of the time.
- Q. 15. Do you know whether or not H. January ever paid I. P. January the consideration of \$1475.00 or any part of it ?
- Ans. Well, I was told by I. P. January that he very near had all of his money but a few hundred dollars, I think.
- Q. 16. When did I. P. January tell you this ?
- Ans. To my best recollection, I think he told me that in August.
- Q. 17. Did you ever learn from ~~your~~ any source, of your own knowledge how much was still due I. P. January ?
- Ans. I don't think I can tell it to the exact amount.
- Q. 18. Just state as near as you can ?
- Ans. As near as I can,--about \$200., so he said.
- Q. 19. So who said ?
- Ans. I. P. January.
- Q. 20. Therefore, you state that I. P. January told you that H. January still owed him about \$200.00 as part of the purchase money ?
- Ans. He didn't exactly state \$200.
- Q. 21. Please state exactly what I. P. January told you in regard to this debt still due him by his brother ?
- Ans. The way I understood,--I. P. January said, that he had all his money but, he said, his brother had to settle bills, and he loaned him some money back to pay some bills with, and that kept him waiting a little while longer.
- Q. 22. Do you know of your own knowledge or from any conversation you had with I. P. January, how much money was due him, I. P. January, by his brother on the 13th day, of October,

1896, or about that time ?

Ans. I am not positive.

Q. 23. What business was H. January engaged in about the middle of October 1896 ?

Ans. The same business.

Q. 24. Was H. January in business on the 1st of October, 1896 ?

Ans. Yes, sir.

Q. 25. What became of that business ?

Ans. He sold out to his brother sometime in October, 1896.

Q. 26. Did you ever have a conversation with I. P. January in regard to his affairs with H. January, in Suffolk ?

Ans. The only conversation I had with him is, that he tried to get his money out and leave town, just as soon as he can, he said.

Q. 27. Did you ever have a conversation with I. P. January just before the sale of those goods to him by his brother ?

Ans. Not on the subject.

Q. 28. Therefore, you state, that I. P. January has never spoken to you in regard to buying out his brother ?

Ans. No, sir.

Q. 29. Now, Mr. Catzen, I want to ask you this,--Did Mr. I. P. January ever tell you anything in regard to the time of the execution of that Bill of Sale ?

(Defendants' Counsel objects to the foregoing question upon the ground and because that question has, in every form, been asked the witness and the witness has repeatedly stated that he had no conversation with Mr. January in regard to this matter, and Counsel for Defendants objects to the witness being further led).

Ans. No, sir.

Q. 30. Mr. Catzen, did Mr. I. P. January ever tell you anything in reference to any other Bill of Sale ?

Ans. No, sir.

And further this Deponent saith not.

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NOTE BY THE COMMISSIONER.

Counsel for the respective parties agree that signature to this deposition shall be waived.

--:--

W. Catzen, being first duly sworn in answer to interrogatories, deposeth and saith as follows :

Q. 1. By Mr. Morris. Please state your name, age, residence and occupation ?

Ans. My name is Wolf Catzen. 32 years of age. I reside in Baltimore. I am engaged in the ~~an~~ clothing business.

Q. 2. Mr. Catzen, are you acquainted with H. January and I. P. January ?

Ans. Yes, sir.

Q. 3. Were you in Suffolk, Va. when the firm of H. January and I. P. January dissolved ?

Ans. Yes, sir.

Q. 4. Are you familiar with the terms of the dissolution ?

Ans. Yes, sir.

Q. 5. Do you know what the alleged consideration was , which H. January was to pay or did pay to I. P. January ?

Ans. Well, I know the amount of the consideration, but there was no money passed.

Q. 6. How much was the consideration ?

Ans. The consideration was \$1375.00.

Q. 7. Are you positive that that was the consideration ?

Ans. Yes, sir.

Q. 8. How did you learn that this amount was the consideration ?

Ans. I dissolved them myself. I was there present.

Q. 9. Do you know whether or not this money was ever paid to I. P. January by H. January ?

Ans. What I know about it, is what H. January told me. I have not seen it. It was not paid right at that day, but he give I. P. January a Bill of Sale on the stock to be paid monthly. It was divided so as give him so much money a month, and was divided into parts so that in six months the whole of it s should be paid,--in six or seven months I am not positive about this, but it was divided into installments so as to be paid so much each month.

Q. 10. What do you mean when you say that H. January gave I. P. January a Bill of Sale ?

Ans. There was no money passed and I. P. January wanted to be secure for his money so he give him a Bill of Sale but with the understanding that it was not to be recorded. Mr. Briggs was their Attorney and drew the papers.

Q. 11. Mr. Catzen, did you see the Bill of Sale that H. January executed to I. P. January ?

Ans. I have seen the papers. Now, I don't know positive whether it was a Bill of Sale of the stock, but it was something. Briggs said at that time that he would fix up something to secure I. P. January, but with the understanding that it is left to them, about whether it should be put on record, and

if it is to go on record, I. myself, and Mr. Briggs told him, that then H. January would not be able to buy a dollar's worth of goods because the creditors would know that the Bill of Sale was on record and I. P. January owns the stock.

Q. 12. Do you know whether or not H. January ever paid any part of the purchase price to his brother for his interests,--I mean any part of the \$1375.00 ?

Ans. H. January told me at one time that he paid his brother about \$500.00 ; that was about May or June, 1896, and the last time when he was here in Baltimore, he told me that all he owed his brother was \$275.00. This is what H. January has told me.

Q. 13. What was Mr. H. January doing here in Baltimore ?

Ans. He come here to buy goods ; that is what he told me.

Q. 14. Did you have any conversation with H. January in reference to that Bill of Sale that you have testified about, as having effect been executed by him to his brother and of the ~~fact~~ of that Bill of Sale being in existence ?

Ans. Yes, sir, I did.

Q. 15. State what happened and what was said ?

Ans. I was talking to him, and that was at the time he told me that he owed his brother \$275. only, and I also asked him whether his brother has those papers yet, and he told me, yes, he had. And I told him, now that would not be right that if you don't owe your brother any money and he should hold the whole stock for the amount. And he answered me that "it doesn't make any difference," he says, "whether I hold it or he hold it. I expect to make a change possible and therefore I will not be any more such fool as I was before". The first time he sold out the creditors come there and they tried to up set it and he had to pay them forty cents on the dollar, "but the next time," he says, "I will just give them powder to smell".

Those are just the words he used. He also told me that Epstein has refused him the goods, and that he is going to get even with the others. This is just the conversation that passed between us.

Q. 16. Mr. Catzen, did you ever have a conversation with Mr. January at any time while that Bill of Sale was in existence and which showed that the stock had been transferred to I. P. January and at the same time, Mr. H. January was buying goods in his own name, and was the fact of that Bill of Sale discussed between you and H. January ?

Ans. I have stated that before. I had a conversation with him at the time it was sold out, and he asked me, if any one comes to ask how he bought his brother out, that he bought out for seventy-five cents on the dollar, in order that people should think that he was worth a little more than he was. This is what he told me.

Q. 17. Mr. Catzen, when Mr. H. January was buying goods in the market here, was it generally known that that Bill of Sale had been executed to Mr. I. P. January ?

Ans. No, sir.

Q. 18. Did Mr. H. January through Counsel or any one else ask you not to mention anything in regard to that Bill of Sale ?

Ans. Yes, sir.

(Question and answer objected to by Counsel for Defendants, as leading).

Q. 19. State what further conversation you and he ever had together in reference to the Bill of Sale, if any ?

Ans. He asked me this as a personal favor, not to mention to anybody, that his brother is holding the Bill of Sale against him. He asked me that.

Q. 20. Now, Mr. Catzen, do you know how many papers were executed at the time of the dissolution by H. January and his brother I. P. January ?

Ans. I have seen the paper when it was drawn up.

Q. 21. Now, Mr. Catzen, are you positive that it was a Bill of Sale conveying the stock to I. P. January by H. January,--Are you positive that it was a Bill of Sale ?

Ans. Yes, sir, I am, and I will give my reason why I know.

Q. 22. State your reason why you know it, and why you know it was not any other paper ?

Ans. H. January when he bought I. P. January out, he wanted to give him notes and his wife should endorse them, and I. P. January objected to it. He did not want any notes unless, he mentioned a man in Norfolk, would endorse them and therefore it was the only thing to do, that he should give him a Bill of Sale on the stock.

Q. 23. Did you read this Bill of Sale ?

Ans. I did not read it all.

Q. 24. Did you read any part ?

Ans. I saw it and that is what I heard the Lawyer say it was, and that was the understanding between them, that it should be a Bill of Sale when he sold out to him. This is what I know.

Q. 25. Was this instrument that you term a Bill of Sale in writing or was it printed and partly written or filled in ?

Ans. It was printed and written.

Q. 26. Are you sure of this ?

Ans. What I have seen, it was.

Q. 27. Did you read any part of it ?

Ans. I saw the paper but I did not start to read the whole business. I knew what it was.

Q. 28. Are you prepared to swear that it was not some other character of instrument besides a Bill of Sale ?

Ans. To my best belief that is what it was understood that he give him, a Bill of Sale, and I also stated myself that if that should be recorded that he could not get a dollar's worth of goods on credit. What could it have been--anything else but a Bill of Sale ? That is what I took it for, and that is what I think.

Q. 29. Did you see the instrument signed by H. January ?

Ans. Yes, sir.

Q. 30. Was it acknowledged before a Notary Public ?

Ans. No, sir.

Q. 31. It was not ?

Ans. No, sir. It was supposed that no body should know about it but myself, H. January , I. P. January and Mr. Briggs.

Q. 32. What time was it when you met H. January in Baltimore and he told you that he only owed his brother \$275.00?

Ans. That was in the first part of October, as well as I can recollect.

Q. 33. How long before the sale was it, as near as you can recollect?

Ans. It was about two weeks--fifteen days, or something of that sort.

Q. 34. Was anything said on that trip to Baltimore by Mr. January in reference to the Bill of Sale, or any reference to the affairs between himself and his brother, besides the fact that he only owed his brother \$275.00?

Ans. I have stated before that the conversation in October was right here. Now the second conversation that I have stated, was the conversation I had in Suffolk.

Q. 35. When was it that H. January told you that he had paid his brother I. P. January \$500.00 on account ?

Ans. That was when I was there, about three or four months after he sold out. I used to be there right often.

Q. 36. Did you see I. P. January on that trip to Suffolk ?

Ans. No, sir.

Q. 37. Have you ever conversed with I. P. January in reference to the affairs between himself and his brother as to how they stood?

Ans. Well, I talked with one of them and with the other frequently when I used to be there, and I. P. January told me that it doesn't make much difference whether it was in H. January's or his name--it wouldn't make much difference,-he didn't care. He expressed it that he was sorry that the first time it happened that his name was in it, that it would have been just as well if his name hadn't been in it.

Q. 38. Did I. P. January ever indicate to you in any way as to how the affairs stood between himself and his brother,-in reference to the amount of money that was due him by his brother ?

Ans. No more than I have stated.

CROSS-EXAMINATION.

X Q.1. By Mr. Rawles. Now, Mr. Catzen, was not the firm of H. January ~~xxxxxxxJanuary~~ & Bro. dissolved in the Spring of 1896 ?

Ans. No, sir,-in one sense of the word it wasn't.

X Q.2. When was it dissolved ?

Ans. It was not supposed to dissolve. The understanding between them was that as long as I. H. January did not get his ~~xxxxx~~ money, that he had as much right in there as H. January. That was the understanding between them.

X Q.3. Did you not say that you were present and helped to dissolve them ?

Ans. With this understanding, that if he should pay this money per rate every month, or so much money, why then it was dissolved.

Q X 4. At the time of this dissolution did not H. January buy the interest of I. P. January in that stock ?

Ans. With that understanding ; that he should get his money just as it was fixed, but if it wasn't that then he should have as perfect right as he ever had.

X Q.5. And yet, you say that while H. January was the purchaser on that occasion, that it was he, who made the Bill of Sale to the seller ?

Ans. Judge, you ask me too many questions. Now, if I should commence to tell the whole business from beginning to end, I don't believe you or any body else would like it, and I don't want to state it either. I know the whole business, and I don't want to state more than I can possible help.

X Q.6. You have stated that the Bill of Sale that was executed on that occasion, was not acknowledged before a Notary Public and was only known to the Januarys, yourself and Mr. Briggs,-- was not Mr. Briggs, himself, a Notary ?

Ans. You just remind me ; that is right. Mr. Briggs did say, that it would not be legal unless it was before a Notary Public. I had forgotten all about this, it has all been more than a year ago ; but as Mr. Briggs was one, he said that it would not go any further than those who knew it right then. Mr. January also mentioned he would not like to go to a Notary Public and Mr. Briggs said that he was a Notary Public and it would go no further.

X Q.7. then that paper, executed at that time, was acknowledged before Mr. Briggs, a Notary Public ?

Ans. I would presume that was right.

X Q.8. Mr Catzen, you have said that this was a Bill of Sale,--Do you know the difference between a Bill of Sale and a Deed of Trust, or mortgage, or a lien to secure a debt ?

Ans. The difference that I know,--that it was stated right there and then that a lien on personal property doesn't hold legally because the man has the right to sell the goods, but that this paper was made with the understanding that if H. January doesn't pay I. P. January that money, then I. P. January had a perfect right to take possession just as he had before,--take the stock or anything.

X Q.9. Then, according to your understanding, this paper, whatever may have been its character or form, was intended to secure to I. P. January the purchase money for his interest in that stock, was it not ?

Ans. In one sense of the word it was.

X Q.10. Now, in speaking of this Bill of Sale which was made at the time of the dissolution, are you referring to it as the same paper that was made on the 13th day of October, 1896 when H. January sold his entire interest to I. P. January ?

Ans. I don't know of the Bill of Sale that was made in October. All I know,--when January was here in October, the first part of October, he told me that his brother still holds the paper. Now, I don't know whether this is the same one or whether it is another one.

X Q.11. By Mr. Causey. Mr. Catzen, were you ever engaged in the mercantile business in Suffolk ?

Ans. Yes, sir.

X. Q.12. How long has it been since you went there ?

Ans. It will be nine years this next Summer, I went there in 1888.  
That was the time I went there to do business.

X Q.13. Was H. January engaged in business in Suffolk at the time  
you went there to do business ?

Ans. He came there afterwards.

X Q.14. How long afterwards ?

Ans. About eight years ago.

X Q.15. Under what style did he do business ?

Ans. H. January.

X Q.16. How long after January came to Suffolk to engage in business  
did you leave there ?

Ans. I left there three years ago,--that was in 1894.  
was it,

X Q.17. For how long a time, during the five or six years that you  
and January were residents of Suffolk and both engaged in  
mercantile business, that you were his confidential advisor ?

Ans. I didn't know I was his confidential advisor,--by no means.

X Q.18. Did you not state on your examination in chief that you dis-  
solved the firm of H. and I. P. January ?

Ans. Yes, sir ; I dissolved them.

X Q.19. Did you effect that dissolution in the capacity of their con-  
fidential advisor or as their legal representative ?

Ans. Didn't consider it in one way or the other.

X Q.20. Well then, in what capacity did you effect it ?

Ans. They just simply asked me to dissolve them, and it was rain-  
ing at that time and I stayed there any how, and I just tried  
to dissolve them.

X Q.21. You stayed anyhow, where ?

Ans. I stayed in Suffolk.

X Q.22. You stated that \$1375. was the consideration to be paid ~~to~~ by H. January to I. P. January for his interest in the stock of H. January & Bro.

Ans. Yes, sir.

X Q.23. Was that the correct amount? Are you absolutely certain?

Ans. That was the amount that they had agreed upon. I didn't take any stock; I didn't know what was there, only from what they have told me,--both of them. I am certain that was the amount,--\$1375.

X Q.24. Will you swear that this amount has ever been paid either in whole or in part, of your own knowledge?

Ans. Only what H. January has told me in October, that he owed him \$375.

X Q.25. You have stated that I. P. January had a Bill of Sale on the stock of H. January?

Ans. Yes, sir.

X Q.26. Were you, at that time, engaged in any mercantile business in the City of Baltimore?

Ans. Yes, sir.

X Q.27. Did you not, during that time, sell H. January goods on credit?

Ans. Yes, sir. I only sold him that Spring, but in the Fall I did not sell him, and I did not offer him any, as I knew very well what he was going to do.

X Q.28. How did you know what he was going to do?

Ans. Well, I knew it all well enough,--don't ask me.

X Q.29. But I do ask you--state how you knew it?

Ans. Just simply by talking with H. January I found out what was going on, and as much as I thought H. January was a friend

of mine, but at the same time I would rather keep my goods in the house than be preferred or paid any other way.

X Q.30. Are you engaged at present in the same character of business that you were six months ago ?

Ans. No, sir, I am not.

X Q.31. Did you judge from January's actions that he was going to fail or make a conveyance, from the fact that if you had been acting like January you would have anticipated doing the same thing ?

(Question objected to by Counsel for Plaintiffs upon the ground of its irrelevancy, immateriality and that it elicits the opinion of the witness.)

Ans. No, sir. I only judged him from what he told me, and what he told me by his own mouth.

X Q.32. Did January tell you during the month of October 1896 that he was going to fail ?

Ans. He did not tell ~~him~~ me in words, that he was going to fail, but he told me that he would give them all hell, that is what he told me and this is sufficient for me to understand that he was going to fail.

X Q.33. Is it a fact or not that you and H. January as late as October 1st, 1896 were not on as friendly terms as you were when you were in the mercantile business at Suffolk ?

Ans. We were always on good terms, and I didn't know that we were not on good terms all the time. It might have been, sometimes when we were there, and one would get hold of the other's customers that we would possible have a word or two between us, but that would pass off and we would be all right and I have nothing against January to-day.

X Q 34. Did you ever institute an action against the Seaboard & Roanoke R. R. to recover damages for supposed loss of a case of merchandise ?

(Question objected to by Counsel for Plaintiffs on account of its irrelevancy, and that the record is the best evidence.)

Ans. Yes, sir, I did.

X Q.35. Did you or not, in any manner approach either I. P. January or H. January and attempt to get either one of them or both of them to testify in that case ?

Ans. No, sir. I did not.

X Q.36. Did you not admit on cross examination in that suit, that you billed a box of clothing as a box of domestics, thereby gaining a lower rate of freight, and at the same time defraud the R. R. Company out of its just dues ?

Ans. Yes, sir I did. I marked the goods and stated then, and I state right now, that I did not know exactly whether I marked it clothing or whether I marked it domestics, but if I did mark it domestics, as it was shown that I did, it was simply because they had charged entirely too much freight on clothing, and I have shipped the other day, last week, a box of goods to a prominent merchant in Danville, Va., and he has asked me to mark it domestics, and I did, and I have the Bill of Lading to show for it and it is done every day.

(Question objected to by Plaintiffs' Counsel because the same is irrelevant, immaterial and because the same tends to impeach the witness in violation of the rules.

Counsel for Defendants say, that the object for this question is to impeach the integrity of this witness, and to

show that his transactions with his fellow-men are crooked).

X Q.37. Were you, in any way, interested in the firm of W. Catzen & Bro. or Aaron Catzen at the time of the fire in that store at Suffolk ?

Ans. No, sir, I was not interested in it at all.

X Q.38. Who owned that stock of goods ?

(Question objected to by Plaintiffs' Counsel on the ground that it is irrelevant).

Ans. Aaron Catzen.

X Q.39. What relation is Aaron Catzen to W. Catzen ?

Ans. Brother.

X Q.40. Did you not sell out your interest in the firm of W. Catzen & Bro. to Aaron Catzen ?

Ans. I did.

X Q.41. Had you been paid in full at the time Aaron Catzen was burned out ?

Ans. No, sir, I was not.

X Q.42. Well, then, you did have an interest indirectly in that business ?

Ans. No, sir, I did not.

X Q.43. Is it a fact or not, that Aaron Catzen had trouble with the Insurance Companies ?

Ans. I don't think he did. He did not have any more trouble than any other man would have, as they wanted to give him as small a sum as they possible could and he wanted as much as he was entitled to.

X Q.44. Is it a fact or not that you came to Suffolk immediately after that fire to assist your brother in making a settlement with the Insurance Co.?

Ans. No, sir, I did not. I did not go there immediately.

X Q.45 . Is it not a fact that both you and your brother, A. Catzen, had a falling out with the Januarys because they failed to give evidence satisfactory to you before the Board of Arbitration that adjusted the fire loss ?

Ans. It is nothing of the kind. We never asked him. We simply took two good citizens of Suffolk, at least, my brother did so, to adjust that loss according to the inventory that was taken and nobody was asked anything whatever, and he was never asked a word of anything and I can prove it too, by Mr. John A. Brown and Mr. Pritt.

X Q.46. Is it not a fact that you told H. January and I. P. January within the past eighteen months, that owing to their treatment toward you in connection with your suit against the Seaboard & Roanoke R. R., the fire that your brother had in Suffolk, and the fire that you had in Franklin, for which you were indicted for arson, and the warrant brought by the town of Suffolk for selling ~~xxx~~ bankrupt clothing, that you would see the time when you would be able to get even with them ?

(Question objected to by Counsel for Plaintiffs because the same is irrelevant and because the matters to which it refers are all matters of record and that the record is the best evidence and because further, the same tends to degrade and impeach the witness in violation of the rules of evidence.

Defendants' Counsel states that the witness is in no wise the witness of the defense but is under cross examination.

Ans. When I was burned out in Franklin, I was indicted simply through prejudice and when it came to trial, I got clear, there was not a bit of evidence against me and I got every dollar that was coming to me, and H. January was then just hardly come to Suffolk. I don't know whether I knew him well enough then, and I don't remember really whether he was in Suffolk or wasn't. I don't remember. In the case of the Seaboard & Roanoke R. R., I didn't need any evidence whatever, nobody to testify for me as my books showed the exact amount of goods I lost and there were no witnesses necessary in that case. The Bill of Lading and the books was the whole transaction; and then my brother was burned out and afterward I went there to help him to sell goods under a fire sale. I was indicted for doing business without license just simply because the goods were marked W. Catzen & Bro. as they come from the same house that we used to buy from before, and it was their mistake which it was proven in Court. The goods were charged to Aaron Catzen, he bought them and the bills are here to-day to show the transaction, and the people in Baltimore then, were willing to carry this before the high Court, whether they could make us pay a license or not and we didn't need any assistance of no body at all. We have never asked for it and there was never such a remark past, "as to get even". I have always been on good terms with H. January and I. P. January and as far as I know, I have nothing against the men to-day and I don't think he has anything against me. I can also prove that I have been in business for twelve years and have kept a satisfactory account with every body and have paid all of my bills as long as I was able to and I have bought a good many goods. (95)

X Q.47. Then, you do say that you never made any such threat against either of the Januarys as is contained in the question next above ?

Ans. No, sir.

X Q.48. Is it a fact or not that you were present at a meeting of the creditors of H. January at the Office of Baker & Ginsberg on a Sunday between October 13th, 1896 and November 8th, 1896

Ans. No, sir. I was not present at a meeting. I was possible in there as I generally go there and all this was not a surprise to me as I knew all of this before hand, and it was immaterial to me one way or the other. I never was a member of any conference held in the Office of Baker & Ginsberg on January's affairs.

X Q.49. Then it is a fact that you were never present at any meeting held by the Baltimore creditors of H. January ?

Ans. No, sir, I was not interested and I wasn't there. I possible had been there, but I was not interested.

X Q.50. Were you there at any conference of the creditors of H. January held on a Sunday ?

Ans. Not to my recollection.

X Q.51. Is it a fact or not that subsequent to Saturday, October 17th you informed a creditors or any of the creditors of H. January that Merritt Briggs was dead and then was the time to strike?

Ans. No.

X Q.52. You are positive that you never made any such declaration either in person or in writing to any of the Baltimore creditors of H. January ?

Ans. No, sir, I did not. I may have told them that Briggs died. I didn't care what they were going to do, it was not my business.

X Q.53. Is it not a fact that you told some one or some of the Balti-

more creditors of H. January that without Brigg's assistance  
January's hands were tied , or words to that effect ?

Ans. No , sir, I did not.

And further this Deponent saith not.

---

NOTE BY THE COMMISSIONER

(Counsel for the respective parties agree that signature to  
this deposition shall be waived).

STATE OF MARYLAND            )  
                                          ) to wit :  
City of Baltimore    )

I, J. Kemp Bartlett, Jr., a  
Commissioner for the State of Virginia, duly appointed and  
qualified, residing in the City and State aforesaid, do here-  
by certify that the foregoing depositions were duly taken,  
reduced to writing, before me, at the place and times therein  
mentioned, pursuant to agreement between Counsel for the  
respective parties and that by agreement of Counsel the sig-  
natures of the said witnesses were waived.

I N W I T N E S S W H E R E O F, I have hereunto  
set my hand and affixed my official seal at Baltimore afore-  
said, this 17th day of March, 1897.



*J Kemp Bartlett Jr*  
A Commissioner for the State of  
Virginia residing in the City  
of Baltimore, State of Maryland.

*The cost of these depositions amounting to \$68.50 have  
been paid by the Plaintiff*

*J Kemp Bartlett Jr*  
*Comr.*

In the Circuit Court of  
Hansemond Co., Virginia

Globe Hat Co. et al.  
versus  
H. January, et al.

Depositions of

Solomon Ginsburg  
M. Markell  
J. Klawanski.  
S. Catzen  
H. Catzen.

OFFICES OF  
SHRIVER, BARTLETT & CO.  
LAW AND COLLECTION AGENCY,  
BANK OF BALTIMORE BUILDING,  
BALTIMORE.

J. Y. JOHNSTON & CO., 25 MURRAY ST., NEW YORK

Supposed to be

Feb 29. 1896

Received of H. Samary one Hundred  
Dollars in full payment of bond  
of \$475 which I hold against said  
H. Samary said bond having been  
given for my loss & interest in the  
business heretofore conducted by H.  
Samary & Co.

H. Samary

H. JANUARY.

I. JANUARY.

H. JANUARY & BRO.

—DEALERS IN—

Dry Goods, Clothing, Boots, Shoes, Hats, Caps,  
AND GENTS' FURNISHING GOODS.

No. 8 Main Street.

Suffolk, Va., April 1<sup>st</sup> 1896

Received of H. January one  
hundred and fifty (\$150.<sup>00</sup>) Dol-  
lars in part payment of bond  
of Fourteen hundred and Seventy-  
five (\$1475.) which I hold against  
said H. January, said bond having  
been given for my half interest  
in the business heretofore conduc-  
ted by H. January & Bro.,

W. P. January

H. JANUARY.

I. JANUARY.

H. JANUARY & BRO.

—DEALERS IN—

Dry Goods, Clothing, Boots, Shoes, Hats, Caps,  
AND GENTS' FURNISHING GOODS.

No. 8 Main Street.

Suffolk, Va., May 1st, 1896

Received of H. January  
Two hundred (\$200.00) Dollars  
in part pay of Bond I hold  
against him for my interest  
in stock of goods at No. 8  
Main St. Suffolk Va and  
heretofore known as H. January  
& Bro.

J. P. January

Suffolk Co<sup>ty</sup>

June 1<sup>st</sup> 1896.

Received of H. January one  
hundred and Twenty five  
(\$125.<sup>00</sup>) Dollars in full pay-  
ment of bond of Fourteen  
hundred and Seventy five  
(\$1475.) which I hold against  
said H. January, said bond  
having been given for my  
half interest in the  
business heretofore conduc-  
ted by H. January and Bro.  
H. P. January

Suffolk Va

July 1<sup>st</sup> 1896.

Received of W. Farnum  
one hundred (\$100.00) dollars  
in part payment of  
bond of fourteen hundred  
and seventy five (\$1475) which  
I sold against said  
W. Farnum said bond  
having been given for  
my half interest in  
the business heretofore  
conducted by W. Farnum  
and Bro.

Ch. P. Farnum

Suffolk Va

Aug 1<sup>st</sup> 1896.

Received of H. Jamary  
one hundred, (\$100.00) Dollars  
in part payment of bond  
of Fourteen hundred and  
Seventy five (\$1475) which  
I hold against said  
H. Jamary said bond  
having been given for  
my half interest in the  
business heretofore  
conducted by H. Jamary  
and Bro.

A. P. Jamary

Ex No 2  
With Evidence  
of G. O. Jones

Baltimore, April 9th, 1897.

Hon. R. H. Rawles,

To J. Kemp Bartlett, Jr., Dr.  
(Commissioner of Deeds)

-----

|                                                                                                                                                                             |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| To fee for taking Depositions on behalf of<br>Defendants in case of Globe Hat Co., et als<br>vs. H. January, et al., original and one<br>carbon copy, -78 pages each, ..... | \$50.00 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|

Received payment

*J. Kemp Bartlett Jr.*

COLLECTIONS  
made everywhere.  
ESTATES SETTLED.

LAW DEPARTMENT  
for the transaction of all legal business,  
in charge of

JOSEPH C. FRANCE  
AND  
ALEX. HARGREAVE JR.  
of the Baltimore Bar.

COMMISSIONER OF DEEDS  
for all the States,  
J. KEMP BARTLETT JR.

NOTARY PUBLIC  
and Stenographers for the  
taking of depositions.

TELEPHONE 1940  
P. O. BOX 848

J. KEMP BARTLETT JR.

Established - 1882  
*Shriver, Bartlett & Co*  
*Law & Mercantile Collections.*

*N. E. Cor. Baltimore & St. Paul Sts.*

*Baltimore,* April 13th, 1897.

Hon. R. H. Rawles,

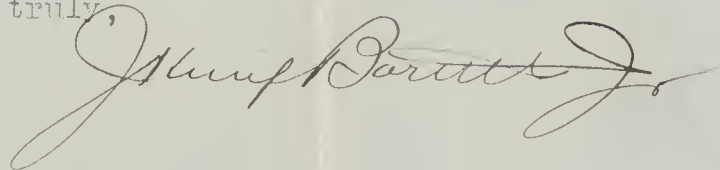
Suffolk, Va.,

Dear Sir:--

I am in receipt of your esteemed favor of the 10th,  
inclosing check of Mr. January for \$50.00, the amount of my bill, for  
which, please find inclosed, my receipt.

I am very glad to know that the depositions were  
taken to your satisfaction.

Yours truly,



J. K. B.--H.

Inclosure.

RETURN, IF NOT DELIVERED IN 3 DAYS, TO  
SHRIVER, BARTLETT & CO.  
N. E. COR. BALTIMORE AND ST. PAUL STS.  
BALTIMORE, MD.

BALTIMORE, MD.

APR 13 7-PM 1971



1

For C. N. Rawles  
Suffolk  
Va.



DEPOSITED WITH  
THE FARMERS BANK OF NANSEMOND

BY

*E. E. Hall and atty*  
*at large*, 1897.

|                        | Dollars. | Cents. |
|------------------------|----------|--------|
| Currency, . . . . .    |          |        |
| Gold, . . . . .        |          |        |
| Silver, . . . . .      |          |        |
| Checks and Drafts, . . |          |        |
| (Entered Separately.)  |          |        |
|                        | \$300    |        |
| Wm. Jones Jr. Co.      |          |        |
| at                     |          |        |
| Total, . . . . .       | \$300    |        |

Oct. 21 - 1898.

Mr. A. D. Gomer:—

I send drawn in  
the care of the Globe Hat Co  
vs H. J. Jandary et al which you  
will please tender.

Make out the costs in the  
case at your leisure and  
hand over to me. Do not  
include the atty tax of \$15—  
as that has been paid.  
Do not include any disbursements  
as they have also been paid.

Very truly

R. H. Rawles

Rec'd \$15. atty tax  
fee in Globe Hat Co vs H. J. Jandary  
et al.

A. D. Gomer  
— atty & counsel

The Globe Nat-Geo  
 75

January & other  
 costs

|            |                |             |                |
|------------|----------------|-------------|----------------|
| Sum.       | 50             | amh brot up | \$10.80        |
| 18 Copies  | 4.50           | fil Certif  | 1.5            |
| Rect       | 18             | " 10 Repats | 1.50           |
| Atty       | 10             | 6 Dec.      | 2.16           |
| Deck       | 18             | Funeral     | 36             |
| 1st Rule   | 50             | ent 3 times | 75             |
| fil Bill   | 1.5            | Tax Costs   | 65             |
| 2 Exh.     | 30             |             | <u>\$16.49</u> |
| Inf Bond   | 75             |             |                |
| 2nd Rule   | 50             |             |                |
| Return     | 35             |             |                |
| Inden Bond | 75             |             |                |
| Recor "    | 75             |             |                |
| Recording  | 50             |             |                |
| Copy De.   | 36             |             |                |
| filng Dep  | 45             |             |                |
| Up         | <u>\$10.80</u> |             |                |

costs  
 A P Homer Clerk \$16.49  
 A N Baker Shff 7.00  
 unt Tax 1.50  
 Atty 15.00  
\$39.99

Costs  
The Globe Hat Co  
vs  
January.

R. H. RAWLES,  
Attorney at Law and Notary Public,  
SUFFOLK, VA.

PRACTICES IN ALL STATE AND  
FEDERAL COURTS.

August 31st 1897.

dear Sir ;

As the time for our circuit court is now approaching we respectfully ask that you will proceed to finish taking your depositions in the case of the Globe Hat Co et als vs H. & I. P. January.

If you have any other witnesses either in Baltimore Norfolk or Suffolk let us know and we will agree on a day to examine them . We want to begin the taking of ours but by all the rules of fairness you ought to finish yours first except such as are strictly in rebuttal. Please let us hear from you at once.

*Edward R. Baird, Jr.,*  
*Attorney and Counsellor at Law.*

*Offices, 11 and 12 Lowenberg Building.*

PHONE 705.

*No. 198 Main Street.*

*Norfolk, Va.,*

Aug. 31st., 1897.

R. H. Rawles, Esq.,  
Attorney at Law,  
Suffolk, Va.

Dear Sir:-

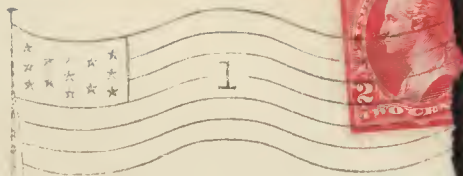
Replying to your letter of this day's date, with reference to the case of the Globe Hat Company against January and others, Mr. Morris is leading Counsel, and I really have no right to make any agreement as to the matter. I was employed to assist in the argument more than for any other purpose. I regret that I can not give you an answer to your letter, but think the matter must be referred to Mr. Morris, who is, I believe, out of town, as I have not seen him for sometime.

Yours truly,

( Dictated.)

*Edward R. Baird, Jr.*

Edward R. Ruess, Jr.,  
Attorney at Law,  
198 Main Street,  
Norfolk, Va.



R. W. Rawles, Esq.,  
Attorney at Law,  
Suffolk,  
Va.



The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*N January 1 P January*  
*Isaac Coptin and trading as Isaac Coptin & Co*  
*W Silberman trading as W Silberman & Co W B Ferguson*  
*and E A Norfleet trading as W B Ferguson & Co R S Boykin*  
*trading as R S Boykin & Co R L Brewer Sr and R L Brewer Jr*  
*trading as R L Brewer & Son H W Campbell W W Murray*  
*John B Norfleet and R J Norfleet partners trading*  
*as Norfleet Bros. J E Booker & N Stewart-J N Stewart*  
*and Susie Holland and L A Shoop partners*  
*trading as L E Holland & Co*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held  
 for the said Court, on the *Third* Monday in *November 1896*, to answer

a Bill in Chancery, exhibited against *them*  
 in the said Court by *The Globe Nat Company*

*A Greenstein and M Monkel partners*  
*trading as The Globe Nat Company*

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *4th* day of  
*November*, 189*6*, in the 12*th* year of the Commonwealth.

A copy—Teste:

Teste:

CLERK.

CLERK.



CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *A January, I P January*  
*Isaac Coplin and — trading as Isaac Coplin & Co N Silberman*  
*trading as N Silberman & Co W B Ferguson and E A Norfleet trading as*  
*W B Ferguson & Co R S Boykin trading as R S Boykin & Co R L Brewer Sr and*  
*R L Brewer Jr trading as R L Brewer & Son H W Campbell W W Murray*  
*John B Norfleet and R J Norfleet partners trading as Norfleet Bros J E Broker*  
*J H Stewart J N Stewart and Susie Holland and C A Shoop partners*  
*trading as C E Holland & Co*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held  
for the said Court, on the *Third* Monday in *November 1896*, to answer

*a* Bill in Chancery exhibited against *them*  
*A. Greenstein and M. Montel*  
in the said Court by *partners trading as The Globe Nat-*  
*leompany*

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *4th* day of  
*November*, 189*6*, in the 12<sup>*th*</sup> year of the Commonwealth.

A copy—Teste: *A P Gomer*, CLERK. } Teste: *A P Gomer*, CLERK.

Memo: On the Motion of the Complainants an injunction is awarded them in accordance with the prayer of the bill to restrain and prohibit the defendant J. P. Jamney his agent and attorneys from selling removing or disposing of the stock of goods wares and merchandise and store fixtures in the store No 8 main street in the town of Suffolk Nausemond County Virginia or the proceeds of the sale of any part thereof until the further order of this Court. but before the Complainants shall have the benefit of this Order they are required to execute before the Clerk of this Court a proper injunction bond in the Penalty of five thousand Dollars (\$5000) with two securities to be approved by said Clerk conditioned to pay all such costs and damages as may be awarded against them in case this injunction shall be dismissed.

To the Clerk of the Circuit Court of Nausemond County

Robert R Prentiss Judge

Nov 3rd 1896.

I A. P. Gomer Clerk Circuit Court of Nausemond County do Certify that the bond required by the above order has been given with security deemed sufficient by me.

A. P. Gomer Clerk

|                                                                                                                                                         |                  |                                                         |                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------|-----------------------------------------------------------------------------|
| <p>A copy for</p> <p>Isaac Coplin Trading as</p> <p>Isaac Coplin &amp; Co.</p> <p>vs. In Chancery.</p> <p>Applicant J. P. Jamney</p> <p>and others.</p> | <p>Not found</p> | <p>Rules.</p> <p>Monday.</p> <p>3rd</p> <p>November</p> | <p>Nausemond Circuit Court.</p> <p>Process Book No. ---</p> <p>Page ---</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------|-----------------------------------------------------------------------------|

On the motion of the Complainants. E. E. Halland was appointed receiver to take immediate possession of the said stock of goods wares merchandise and store fixtures in said store No 8 main street Suffolk Va upon the execution by him of a bond in the penalty of five thousand dollars with security deemed sufficient by the Clerk of this Court for the faithful performance of his duties as such receiver. To the Clerk of the Circuit Court of Nausemond County.

Robert R Prentiss Judge

I A. P. Gomer Clerk of the Circuit Court of Nausemond County do Certify That the bond required of the Receiver by the above order has been given with security deemed sufficient by me

A. P. Gomer Clerk

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Wm. J. P. Jamney

YOU ARE HEREBY COMMANDED TO SUMMON Samany J. P. Jamany  
Isaac Cophii — Trading as Isaac Cophii & Co  
W Sielmann trading as W Sielmann & Co W B Ferguson  
and E A Norfleer Trading as W B Ferguson & Co R. D  
Boykin trading as R. D Boykin & Co R L Brewer Sr  
and R L Brewer Jr trading as R L Brewer & Son H. W.  
Campbell W W Murray John B Norfleer and  
R J Norfleer partners trading as Norfleer Bros  
J. E. Broker J N Stewart J N Stewart and Susie  
Hollenda and C A Shop partners trading  
as C E Hollenda & Co

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the Third Monday in November 1896, to answer

----- a Bill in Chancery, exhibited against Them -----

in the said Court by A Greenstein and M Monke  
partners trading as The Globe Hat Company

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 4<sup>th</sup> day of

November-----, 1896, in the 12-12<sup>th</sup> year of the Commonwealth.

A copy—Teste:

Teste :

CLERK.

CLERK.

memo. On the motion of the Complainants an injunction  
 is awarded in accordance with the prayer of the bill  
 to restrain and prohibit the defendant S. P. January  
 his agent and attorneys from seeing removing or dis-  
 posing of the stock of goods wares and merchandise  
 and store fixtures in the store no 8 main street in  
 the town of Suffolk Nausemond County Virginia or the  
 proceeds of the sale of any part thereof until the  
 further order of this court, but before the Complainants  
 shall have the benefit of this order they are required  
 to execute before the clerk of this court a proper in-  
 junction bond in the penalty of five thousand  
 dollars (\$5000), with good securities to be approved by  
 said clerk conditioned to pay all such costs and  
 damages as may be awarded against them in  
 case this injunction shall be dissolved.

To the Clerk of the Circuit  
 Court of Nausemond County  
 Nov 3rd 1896

Robert R Prentiss Judge

I A. P. Gomer Clerk of Circuit Court of Nausemond County  
 do certify that the bond required by the above order  
 has been given with security deemed sufficient by me  
 A. P. Gomer Clerk

p. 9.

A copy for  
 W. Selberman trading  
 as W. Selberman & Co.

vs. } In Chancery.

Not found 1896

November Rules.

Thurs'd Monday.

Nausemond Circuit Court.

Process Book No. -----

Page -----

on the motion of the Complainants E. E. Holland was  
 appointed receiver to take immediate possession of the said  
 stock of goods wares merchandise and store fixtures in  
 said store no 8 main street Suffolk Va upon the execution  
 by him of a bond in the penalty of five thousand  
 dollars with surety deemed sufficient by the clerk of this  
 court for the faithful performance of his duties as such  
 receiver.

To the Clerk of the Circuit Court  
 of Nausemond County,

Robert R Prentiss Judge

I A. P. Gomer Clerk of the Circuit Court of Nausemond County  
 do certify that the bond required of the Receiver by the above  
 order has been given with security deemed sufficient by me  
 A. P. Gomer Clerk

## SUFFOLK, VA.,

In the Circuit Court of the County of  
Suffolk, Va

A. Greenstreet and M. <sup>Morse</sup> ~~Thompson~~ <sup>Partner</sup>  
trading as the Goose Boat Company  
Plaintiffs,

vs

H. Jamieson J. P. Jamieson, Isaac Coplin  
and trading as Isaac Coplin & Co  
vs. Silverman trading as W. Silverman and Co  
W. B. Ferguson and E. A. Norfleet ~~Partners~~  
trading as W. B. Ferguson & Co R. S. Boykin  
trading as R. S. Boykin & Co R. L. Brewer  
vs and R. L. Brewer & Partners trading  
as R. L. Brewer & Son, <sup>W. H. Chipball</sup>  
<sup>Norfleet</sup>  
vs. W. H. Chipball, W. B. and R. L. Norfleet  
Partners trading as Norfleet Bros. J. E.  
Booder, J. N. Stewart, J. N. The North Lake  
Shannon and C. B. Stoop, Partners trading as  
C. B. Shannon and Company  
Do and Rosemeber Riley  
Knappe and R. D. Morris and E. R. Bunt, Jr.  
Tax \$1,500 paid

Memorandum

1. The first part of the memorandum is devoted to a general statement of the facts of the case. It is important that this statement be clear and concise, and that it should be based on the facts as they are, and not on the facts as they appear to be.

2. The second part of the memorandum is devoted to a statement of the reasons for the facts stated in the first part. It is important that this statement be clear and concise, and that it should be based on the facts as they are, and not on the facts as they appear to be.

3. The third part of the memorandum is devoted to a statement of the conclusions reached by the writer. It is important that this statement be clear and concise, and that it should be based on the facts as they are, and not on the facts as they appear to be.

4. The fourth part of the memorandum is devoted to a statement of the recommendations of the writer. It is important that this statement be clear and concise, and that it should be based on the facts as they are, and not on the facts as they appear to be.

5. The fifth part of the memorandum is devoted to a statement of the action to be taken by the writer. It is important that this statement be clear and concise, and that it should be based on the facts as they are, and not on the facts as they appear to be.

Know All Men by These Presents, That we, E. E. Holland  
and Wm. H. Jones Jr

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full  
sum of Five thousand DOLLARS,  
to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves,  
and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly  
by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or  
right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of  
the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this 4th day of November in the year  
of our Lord one thousand eight hundred and ninety six, and in the 1210th year  
of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the  
said E. E. Holland by a decree of the Circuit  
Court of Nansemond County ~~etc~~ entered  
in Vacation on the 3rd day of November  
1896 in the suit of Globe Star Co vs H. J. J. J.  
and others was appointed a Receiver  
for the purposes named in said decree  
Now therefore if the said E. E. Holland  
as such Receiver shall faithfully perform  
his duties under said decree as aforesaid  
or any subsequent decree in the above  
styled Cause then this obligation shall be  
void but otherwise in full force and virtue

E. E. Holland  
Wm. H. Jones Jr



In the office of the Clerk of the Circuit Court of Nansemond County, on the  
4th day of November 1896

The above bond was executed and acknowledged by the obligors (the suret y justifying  
on oath as to his sufficiency) and recorded.

Teste:

Copy  
Teste: J. L. Gomer  
Clerk

J. L. Gomer

CLERK.

C. E. Hollensted

To } Receiver Genl

The Commonwealth.

---

1896

November 4th

A copy

Recorded in Circuit  
Court Bond Book  
No 1 Page 121.

## POWER OF ATTORNEY,

၁၆၂၃၅၄၅၆၇၈၉၀၁၂၃၄၅၆၇၈၉၀၁၂၃၄၅၆၇၈၉၀

STATE OF VIRGINIA :

NANSEMOND COUNTY :

KNOW ALL MEN BY THESE PRESENTS,

That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, by Edwin Warfield, President, and Herman E. Bosler, Secretary, acting in pursuance of a certain Resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, duly passed on the 4th day of Sep tember, A. D. 1895, a copy of which is hereto attached, do hereby nominate, constitute and appoint J. E. West of Suffolk, Virginia, its true and lawful attorney in fact, for the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, in its place and stead, to make, sign, execute, seal, acknowledge and deliver on its behalf as surety the Injunction Bond which the said Globe Hat Company may be required to give in its suit against H. January, I. P. January and others in the Circuit Court of Nansemond County, Virginia, provided the penalty of the bond shall not exceed Five Thousand Dollars (\$5,000.) hereby ratifying, affirming and confirming all that may be lawfully done by said Attorney in fact as fully and amply and to all intents and purposes and as binding on said Company as if duly executed by said Company through its regularly elected officers in its office in Baltimore, Maryland, in their own proper persons.

I N T E S T I M O N Y W H E R E O F, the said Edwin  
Warfield, President and Herman E. Bosler, Secretary, have  
hereunto subscribed their names and affixed the Corporate  
Seal of the said FIDELITY AND DEP OSIT COMPANY OF MARYLAND,  
A. D. 1896.

ATTEST :

FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

*H. E. Bosler*  
SECRETARY.

*Edwin Warfield*  
PRESIDENT.

WHEREAS, the FIDELITY AND DEPOSIT COMPANY OF MARYLAND has heretofore entered the State of Virginia for the transaction of business therein ; And

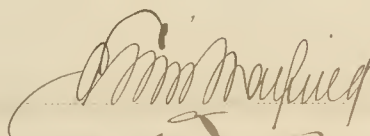
WHEREAS, it is necessary, in order to facilitate the business of the Company in said State, to have all classes of bonds executed and acknowledged with promptness ;

NOW, THEREFORE, BE IT RESOLVED, at a *Regular and Lawful Meeting* of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, held at its office in the city of Baltimore, State of Maryland, on this Fourth day of September, Anno Domini, eighteen hundred and ninety-five, that the President or either one of the Vice-Presidents, by and with the concurrence of the Secretary or Acting-Secretary, be, and he is hereby authorized to make, constitute and appoint, by a good and sufficient instrument of writing under the Corporate Seal of this Company, any person or persons in the State of Virginia, to execute and acknowledge on its behalf as surety, any bond on which this Company is authorized to become surety in the State of Virginia, and the execution and acknowledgment of said bond by such person or persons, so made, constituted and appointed, shall be as binding upon this Company as fully and amply, to all intents and purposes as if said bond had been executed and acknowledged by the regularly elected officers of this Company, in their own proper persons in its behalf, at its Home Office in the City of Baltimore, State of Maryland.

WE, EDWIN WARFIELD President, and

HERMAN E. BOSLER Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, hereby certify that the foregoing is a true copy taken from the Records of Proceedings of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names as President and Secretary, respectively, and affixed the Corporate seal of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of NOVEMBER A. D. 189 6

  
Edwin Warfield President.  
  
Herman E. Bosler Secretary.

STATE OF MARYLAND, }  
CITY OF BALTIMORE, } S. S.

On this 4th day of NOVEMBER A. D. 189 6, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came EDWIN WARFIELD, President, and

HERMAN E. BOSLER, Secretary, of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

  
Fred S. Webb  
Notary Public.

P O W E R   O F   A T T O R N E Y ,

~~~~~

STATE OF VIRGINIA :

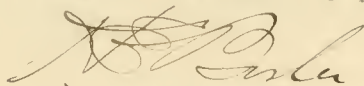
NANSEMOND COUNTY :

KNOW ALL MEN BY THESE PRESENTS,

That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, by H. Crawford Black Vice President and Herman E. Bosler, Secretary, acting in pursuance of a certain Resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, duly passed on the 4th day of September, A. D. 1895, a copy of which is hereto attached, do hereby nominate, constitute and appoint L. P. Harper of Suffolk, Virginia, its true and lawful attorney in fact, for the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, in its place and stead, to make, sign, execute, seal, acknowledge and deliver on its behalf as surety whatever bond may be required to dissolve the injunction heretofore granted in the case of the Globe Hat Company vs. H. January and I. P. January, in the Circuit Court of Nansemond County, Virginia, provided the penalty of the bond shall not exceed Five thousand dollars (\$5,000.) hereby ratifying, affirming and confirming all that may be lawfully done by said Attorney in fact as fully and amply and to all intents and purposes and as binding on said Company as if duly executed by said Company through its regularly elected officers in its office in Baltimore, Maryland, in their own proper persons.

IN TESTIMONY WHEREOF, the said H. Crawford Black, Vice President and Herman E. Bosler have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th, day of November, A. D. 1896.

ATTEST . FIDELITY AND DEPOSIT COMPANY OF MARYLAND.


SECRETARY.


VICE PRESIDENT.

WHEREAS, the FIDELITY AND DEPOSIT COMPANY OF MARYLAND has heretofore entered the State of Virginia for the transaction of business therein ; And

WHEREAS, it is necessary, in order to facilitate the business of the Company in said State, to have all classes of bonds executed and acknowledged with promptness ;

NOW, THEREFORE, BE IT RESOLVED, at a *Regular and Lawful Meeting* of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, held at its office in the city of Baltimore, State of Maryland, on this Fourth day of September, Anno Domini, eighteen hundred and ninety-five, that the President or either one of the Vice-Presidents, by and with the concurrence of the Secretary or Acting-Secretary, be, and he is hereby authorized to make, constitute and appoint, by a good and sufficient instrument of writing under the Corporate Seal of this Company, any person or persons in the State of Virginia, to execute and acknowledge on its behalf as surety, any bond on which this Company is authorized to become surety in the State of Virginia, and the execution and acknowledgment of said bond by such person or persons, so made, constituted and appointed, shall be as binding upon this Company as fully and amply, to all intents and purposes as if said bond had been executed and acknowledged by the regularly elected officers of this Company, in their own proper persons in its behalf, at its Home Office in the City of Baltimore, State of Maryland.

WE, H. CRAWFORD BLACK vice-President, and
HERMAN E. BOSLER Secretary of the FIDELITY AND
DEPOSIT COMPANY OF MARYLAND, hereby certify that the foregoing is a true copy taken
from the Records of Proceedings of the Board of Directors of the FIDELITY AND DEPOSIT
COMPANY OF MARYLAND.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names as President
and Secretary, respectively, and affixed the Corporate seal of the FIDELITY AND
DEPOSIT COMPANY OF MARYLAND, this 11th day of
November A. D. 1896.

H. Crawford Black
Vice President.
H. E. Bosler
Secretary.

STATE OF MARYLAND, }
CITY OF BALTIMORE, } S. S.

On this 11th day of Nov. A. D. 1896, before the subscriber,
a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned
and qualified, came H. CRAWFORD BLACK Vice —, President, and

HERMAN E. BOSLER, Secretary, of the FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, to me personally known to be the individuals and officers described
in and who executed the preceding instrument, and they each acknowledged the execution of the
same, and being by me duly sworn, severally and each for himself depose and saith, that they
are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument
is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as
such officers were duly affixed and subscribed to the said instrument by the authority and direction
of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal,
at the City of Baltimore, the day and year first above written.

Fred S. Astor
Notary Public.

Know All Men by These Presents, That we, *I. P. Jamney*
and the Fidelity and Deposit Company of
Maryland

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full
sum of *Two thousand* DOLLARS,
to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves,
and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly
by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or
right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of
the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this *12th* day of *November* in the year
of our Lord one thousand eight hundred and *ninety six*, and in the *121st* year
of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas

*see the 12th case of November 1896 the Circuit
court of Nansmond County in vacation on the
motion of I. P. Jamney dissolved the injunction heretofore granted
in the suit of the Globe Hat Company vs I. P. Jamney and pending
in said court and discharged the Receiver appointed by an
order entered in said court on the 3rd day of November 1896
concerning upon the giving by the said I. P. Jamney or some person
of a proper bond the sum of \$5000 with the Fidelity & Deposit
Company of Maryland as surety on said bond conditioned to hold
the property mentioned in the bill filed in said cause or the proceeds
thereof forthcoming at such time and place as the court
in said cause may require and also to perform and satisfy
any judgment or decree that may hereafter be pronounced and cause
now therefore if the said I. P. Jamney shall hold said property mentioned
in the bill filed in said suit of the Globe Hat Co vs I. P. Jamney or the
proceeds thereof forthcoming at such time and place as the court in said cause
may direct and shall also perform and satisfy any judgment or decree
which may hereafter be entered in said cause then this obligation shall
be void otherwise shall remain in full force and virtue*

I. P. Jamney
The Fidelity & Deposit Co of Md
L. P. Harper Attorney in fact
SEAL
SEAL
SEAL
SEAL
SEAL

In the office of the Clerk of the *Circuit* Court of Nansmond County, on the
12th day of *November* 189*6*

The above bond was executed and acknowledged by the obligors (the surety justifying
on oath as to *its* sufficiency) and recorded.

Teste: *A. P. Gomer* CLERK.
A Copy of
Teste: A. P. Gomer Clerk

J. P. January
To } Indemnifying Bond
The Commonwealth.

1896
Novr 12th

A copy

Recorded in Circuit
Court Bond Book
No 1 Page 122

Virginia:

In the Clerk's office of Nausemond
Circuit Court on Thursday the 12th day
of November 1896 The following decree
promulgated this day has been by
the Honorable Robert R. Purdie ordered to be
entered of record.

The Globe Hat Company et als

vs

H January & J. P. January,

This cause came on this
day to be heard in vacation after
due notice to all parties, in the
bill and affidavits in support
of the same, the answers of J. P.
January and H January and af-
fidavits in support of said an-
swers this day filed by leave of Court
with general replication thereto and
was argued by counsel.

On consideration whereof the Court
doth, on the motion of J. P. January
order adjudge and decree that the
injunction heretofore granted in
this cause be and the same is
herely dissolved and E. E. Holland
receiver heretofore appointed to take
charge of the stock of goods and
fixtures in controversy is herely dis-
charged and the Court doth further
order and decree that the said
receiver deliver to the said J. P.
January full possession of the
said stock and fixtures and

that he render to this Court on
account of his transactions as
said receiver But the said
J.P. January is not to have the
benefit of this order and is not
to take effect until he or some-
one for him, shall have first
entered into a bond in the
penalty of \$5000 with the
Fidelity and Deposit Company
of Maryland as security before
the clerk of this Court conditioned
to have the said property or its
proceeds forthcoming at such
time and place as the Court in
this cause may require and
also to perform and satisfy any
judgment or decree that may
be hereafter pronounced in this
cause, and this cause is continued

Robert R. Bennett

To the Clerk of
the Circuit Court
of Harford County,

Attest

Teste:

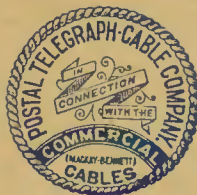
A. J. Homer Clerk

The Globe Hotel Co

US

H January & D P January

Order of Court-



Form 2.—For Type Writer Use.

TELEGRAM

This Company TRANSMITS and DELIVERS messages subject to the conditions printed on the back of this Blcnk

ALBERT B. CHANDLER,
President and General Manager.

JOHN O. STEVENS,
Secretary.

2 RD F EM 51 paid 1 e 12 5pm
Baltimore, Md Nov 4
Harper & West,

Received at

(WHERE ANY REPLY SHOULD BE SENT.)

Furnish temporary injunction bond at once
for Globe Hat Company or Baker & Ginsberg versus H. & I
P January in the penalty of five thousand dollars E.K. Holland
or P.J. Morris attorneys will call on you for it. Will forward
power of attorney today answer if arranged.

Lawin Warfield, Prest.

CONDITIONS.

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS.

To guard against mistakes or delays, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this, one half the regular rate is charged in addition. It is agreed between the sender of the message written on the face hereof and the Postal Telegraph-Cable Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any REPEATED message beyond fifty times the sum received for sending the same, unless specially insured, nor in any case for delays arising from unavoidable interruption in the working of its lines, or for errors in cipher or obscure messages. And this Company is hereby made the agent of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

Correctness in the transmission of messages to any point on the lines of the Company can be INSURED by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if a message is sent to such office by one of this Company's messengers, he acts for that purpose as the agent of the sender.

Messages will be delivered free within the established free delivery limits of the terminal office. For delivery at a greater distance a special charge will be made to cover the cost of such delivery.

This Company will not be liable for damages in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission. In any event, this Company is not to be held liable for any loss, or damage, or for delay, or detention, or errors caused by storms or action of the elements, or other acts of God, or by civil or military authority, or by insurrections, riots, rebellions, or dangers incident to time of war, or by the unlawful acts of individuals.

This is an UNREPEATED Message and is delivered by request of the sender under the conditions named above. Errors can be guarded against only by repeating a message back to the sending station for comparison.

No employee of this Company is authorized to vary the foregoing.

Know All Men by These Presents, That we, *P. J. Morris and*
The Society & Deposit Company of Maryland
by J. E. West attorney in fact

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full
sum of *Five thousand* DOLLARS,
to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves,
and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly
by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or
right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of
the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this *4th* day of *November* in the year
of our Lord one thousand eight hundred and *ninety six*, and in the *12th* year
of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas *an*
injunction is awarded this the 4th day of November
1896 against the defendants J. P. Janney and others on a
bill in chancery filed in vacation in the Circuit
Court of Nansemond County in the Cause between
The Globe Nat Company and J. Janney and J. P.
Janney and others defendants restraining said
defendants agents and attorneys from selling
or removing or proceeding to sell the goods wares
and merchandise and other fixtures in the store
now situated in the town of Suffolk Nansemond County
Virginia until the further order of the Court but before
this injunction shall take effect the Plaintiff or someone
for him shall enter into a bond before the Clerk of the Circuit Court of the County
of Nansemond in the penalty of five thousand dollars deemed

nowherefore if the said *P. J. Morris*
shall pay all such costs and
damages as may be awarded
against him in case this
injunction shall be dissolved
then this obligation is to be
void otherwise to remain in
full force and virtue

P. J. Morris
The Society & Deposit Co and
by J. E. West attorney in fact



In the office of the Clerk of the *Circuit* Court of Nansemond County, on the
4th day of *November* 189*6*

The above bond was executed and acknowledged by the obligors (the suret *its* justifying
on oath as to *its* sufficiency) and recorded.

Attesty
Teste: A. P. Gomer Clerk

Teste:

A. P. Gomer

CLERK.

PJ Morris
To { Separation Bond
The Commonwealth.

1896
November 14th

A copy
Recorded in Circuit-
Court Bond Book
No 1 Page 120.

TERMS CASH.

Suffolk, Va. *Nov 12* 189*6*

M *E. E. Holland, Receiver*

TO HARPER & WEST, Dr.

P. O. BOX 394.

TELEPHONE 31.

OFFICE: NO. 29 WASHINGTON SQUARE.

Life, Fire, Marine and Accident Insurance.

DATE	POLICY NO.	COMPANY	AMOUNT	PREMIUM	PROPERTY INSURED
<i>Nov 5</i>	<i>135-950</i>	<i>La State</i>	<i>15.00.</i>	<i>23 25-</i>	
<i>" 9</i>	<i>549</i>	<i>Orient</i>	<i>15.00.</i>	<i>23 25-</i>	
				<i>46.50</i>	
<i>Gr. By policies canceled</i>					
	<i>549</i>	<i>Orient</i>	<i>22.09</i>		
	<i>135-950</i>	<i>La State</i>	<i>21.16</i>		
			<i>43.25-</i>	<i>43 25-</i>	
				<i>3.25-</i>	

Recd by mail
J. W. West

2.50
2.25

4.75

Nov. 12th, 1896

Received of E.E.Holland, Receiver in the chancery cause of The Globe Hat Company vs H. January and others, the stock of goods and store fixtures, in good order, which were delivered to him by me under the order of the court in said cause, save and except such of said goods as have been sold by said Receiver since he took charge of same.

H. P. January
Witness: W. J. Johnson

1896, Nov. 13th-Received of E.E.Holland, Receiver for I.P. January, the sum of
Fourteen dollars each for services rendered said Receiver in taking in-
ventory of stock and also in clerking after stock was inventoried.

\$28.00

C. W. Lässiter
W. J. Colborn

Received of E.E.Holland,Receiver,the sum of Ten dollars in payment of charges for services in taking inventory of stock of I.P.January and for clerking in the store after inventory was taken.

1896. Nov. 21st

W. J. Parker

To the Hon. Rob't. R. Prentiss, Judge of the Circuit Court of Nansemond County, Virginia.

The Globe Hat Co and others

Complainants

vs-In Chancery

H. January and others

Defendants-

The undersigned Receiver appointed by an order entered in the above entitled cause, pending in said court, on the day of 1896, respectfully reports to court, that after giving the bond required by said decree, with surety approved as therein directed, he proceeded to take possession of the goods and fixtures referred to in the proceedings in said cause, and to take an inventory thereof.

The inventory of said stock of goods and fixtures as taken by parties employed by the said Receiver is as follows:

Boots and Shoes-	\$1214.96
Clothing-	3376.30
Dry-Goods, Notions, &c	666.42
Hats and Caps	322.06
Trunks, Valises, &c	61.02
Umbrellas	47.55
Jewelry	45.76
Accordions	13.60
Spool Cotton, Twist, &c	22.38
Fixtures, &c	64.50
Total	\$5834.55

Your Receiver had the goods insured as directed by said decree. As seen as the inventory was taken your Receiver proceeded to sell by retail and for cost the said goods, and so continued until by an order of this court entered on the 12th day of Nov^r 1896, he was discharged and directed to redeliver possession of said goods and fixtures to Mr. I. P. January, one of the defendants in this cause.

Your Receiver in obedience to said order placed Mr. January in possession of said goods and fixtures, and returns herewith his receipt for same.

During the few days the Receiver was in charge he sold goods amounting
in the aggregate to the sum of- \$238.58

The expenses of taking inventory, of insurance and
of clerks, were as follows:

C.W. Lassiter, Clerk, per voucher	\$14.00	
W.J. Cohoon, Clerk, per voucher	14.00	
G.T. Parker, Clerk, per voucher	10.00	
Insurance premium paid, per voucher	3.25	
Leaving balance in hand of Receiver	197.33	
	<u>\$238.58</u>	<u>\$238.58</u>

For this balance your Receiver returns herewith a certificate of deposit
of the Farmers Bank of Nansemond, in which said Bank your receiver was re-
quired by said decree to deposit all moneys coming into his hands.

Your receiver also returns herewith vouchers for each of the expense
items.

Your receiver has received nothing for his services and respectfully
asks that he be allowed a reasonable compensation therefor.

Respectfully submitted,

E. E. Hancock
Receiver

The Globe Hat Co
vs Report of Receiver
J. P. Jamney, rails

April 1st 1897 Filed
J. P. Jamney clark

All Claims must be made within 10 days after receipt of goods.

All bills not paid at maturity are subject to sight draft.

Settlement must be made direct to the house. No Salesman authorized to collect money.

New York, Aug 22 1896

Mr. A. J. Jarmann

Superior Va.

BOUGHT OF M. SCHILLER & CO.,

MANUFACTURERS OF

FINE CLOTHING,

WORSTEDS A SPECIALTY

18 & 20 W. 4th STREET,

NEAR MERCER STREET,

Terms,

3400 4
4165 6
4309 6
4280 6
4123 4
4123 4
4173 4
4265 4
4200 4

Suits DB
" St
" Rd.
" DB
" Frocks
" Rd.
" .
GC
Suits St

825 33 00
312 18 75
337 20 25
375 22 50
825 33 00
825 33 00
825 33 00
775 31 00
600 26 00

250.50

If this bill is not in all respects just as the trade was made, we must be notified at once, as no change of terms will be allowed at time of settlement

All Claims must be made within 10 days after receipt of goods.

All bills not paid at maturity are subject to sight draft.

Settlement must be made direct to the house. No Salesman authorized to collect money.

New York,

Oct 1 1896

Mr A January

Suffolk Va

BOUGHT OF M. SCHILLER & CO.,

MANUFACTURERS OF

→ FINE CLOTHING, ←

WORSTEDS A SPECIALTY

18 & 20 W. 4th STREET,

NEAR MERCER STREET,

Terms,

4173

Drum (Opinel)

8 25

8 25

If this bill is not in all respects just as the trade was made, we must be notified at once, as no change of terms will be allowed at time of settlement

IN THE CIRCUIT COURT OF HANSEMOND COUNTY, VIRGINIA.

The Globe Hat Co.
~~Peter & Ciesberg~~

Plaintiffs

vs. (In Chancery

Harry January et al.

Defendants.

Your petitioners, *M. Schien*

~~partners~~ doing business and trading as *M. Schien*

& Co respectfully show unto your Honor as follows :

FIRST. That on the.....^{18th} day of
October..... in the year eighteen hundred and
ninety-six that said Harry January, one of the defendants
in the above entitled cause, was indebted to your petition-
ers in the sum of....*258⁷⁵*... dollars for goods, wares
and merchandise sold and delivered to said Harry January.
All of which said sum of...*258⁷⁵*...dollars is still
due by the said Harry January to your petitioners, an item-
ized statement of which is hereto annexed, marked Exhibit
"A" and prayed to be read as a part of this petition.

SECOND. That the above named plaintiffs filed
their certain bill in Chancery to the above entitled cause
against Harry January, I. P. January and others, praying
that the delivery, conveyance and disposition of certain
goods therein mentioned from the said Harry January to the
said I. P. January ^{*might be*} set aside and declared fraudulent,
null and void ; that an injunction be issued enjoining and

restraining the said Harry January and the said I. P. January from selling and disposing of the said goods or disposing of the proceeds of any of the said goods which have been sold ; that an account may be taken of all of the said goods now in the possession of the said Harry January or the said I. P. January, or either of them, and that an account may be taken of the proceeds of all the goods disposed of by the said I. P. January, and that he may be made personally liable therefor ; that a receiver be appointed to take charge of the said property and hold the same or dispose of the same and hold the proceeds of the sales thereof subject to the future order of this Court, and for certain other matters and things in said bill fully set forth and described to which said bill reference is hereby made.

Your petitioners now say, that they have read the said bill and believe the allegations therein contained are true ; that they are acquainted with the facts and circumstances therein alleged, and believe, and therefore so charge, that the allegations in said bill contained, are true and correct, and they here refer to same, and ask that they be treated as a part hereof as fully and completely as if the same were here again repeated and fully set forth.

And your petitioners especially charge that the said alleged conveyance, transfer and or assignment of the said stock of goods from the said Harry January to the said I. P. January is without any adequate or legal consideration ; is merely a pretended transfer or assignment ;

that the said goods are now, and have been, before and since the date of said pretended assignment the property of the said Harry January, and liable to the satisfaction of the claims of your petitioners and others, and that the said pretended transfer or assignment was made for the sole purpose of hindering, delaying and defrauding your petitioners and other creditors of the said Harry January and is wholly fraudulent, fictitious and void.

Wherefor your petitioners pray that they may be made parties plaintiff in the above entitled cause ; that a decree may be entered directing the payment to them of the said sum of...^{\$2,587.35}...dollars due to them by the said Harry January, which said payment is to be made out of the proceeds derived from the sale of the property mentioned in said bill or out of any other funds or property which may come into the control of the Court in this cause, and that they may be afforded such other and general relief as the nature of their case may require, and to equity shall seem meet.

And your petitioners will ever pray.

P. J. Morris
Edw. B. and
Edw. M. and

Virginia

STATE OF ~~MARYLAND~~,

unfounded

CITY OF ~~BALTIMORE~~, to wit :

This day personally appeared
before me, the undersigned, *a Justice of the Peace*
~~a Commissioner of Deeds for the~~
unfounded
~~State of Virginia~~, residing in ~~Baltimore City~~ in the State

Vat
of ~~Maryland~~ *M. Schiller* who being by me first duly
sworn made oath that the matters and things in the foregoing
~~xxx~~ petition stated upon his own knowledge are true, and
those derived from the information of others, he believes to
be true, given under my hand and official seal this *2d*
day of *November* 1896.

J. Dalton, J.P.

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John C. Smith

Nov 5th 1896

2 Filed
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C. B. Mendelsohn

B

Edward R. Baird, Jr.,
Attorney and Counsellor at Law,

Offices, 11 and 12 Lowenberg Building.

PHONE 705.

No. 198 Main Street.

Norfolk, Va., July 1st., 1898.

P. J. Morris, Esq.,
Attorney at Law,
City.

Dear Sir:-

I return you herewith the papers enclosed me this morning, and you are hereby authorized to use this letter as evidence of the fact that I have no objection to the entry of the decree you desire. I do not feel authorized to take any position different than that assumed by Mr. Holland, so I adopt the terms of his letter. I will make no objection, but see no reason to enter a formal consent.

Yours truly,

(Dictated.)



E. F. HOLLAND,
ATTORNEY AT LAW.

Commonwealth's Attorney for Nansemond
County.

SUFFOLK, VA.,

June 27th, 1898

P. J. Morris Esq,
Norfolk, Virginia.

Dear Sir:-

I understand you have settled with Paul S. Levy, Jacob M. Levy,
Rose Bros, Rosen & Link, and have their receipts showing such settlements.
Mr. Rawles states that you agreed to have suit dismissed as to these four
parties. I shall raise no objection to a decree dismissing suit as to
these parties, provided you have receipts, and provided also Mr. Baird will
agree. I do not mean to consent to the decree, but simply that I will raise
no objection thereto. You can show this to Mr. Baird.

Yours truly,

E. F. Holland

Mr. Morris has given us and
we now hold the receipts from
all the above named parties.
R. H. Rawles
att for January

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, *in vacation,*

On the *2nd* day of *July*, 1898.

The Globe Hat Co. et als.

v.

In vacation.

H. & I.P. January et als.

This cause came on this day to be heard upon the papers formerly read, and was argued by Counsel; and it appearing that the claim of Paul S. Levy & Co. for \$63.00, and the claim of Jacob M. Levy & Co. for \$37.50, and the claim of Rose & Link for \$78.50, and the claim of Rose Brothers for \$157.00 have been adjusted and settled and the amounts agreed upon paid to the said respective parties by the said H. January, the Court doth order, adjudge and decree that the petitions of Paul S. Levy & Co., Jacob M. Levy & Co., Rose Brothers, and Rose & Link, heretofore filed in this cause, be dismissed as to them, *without prejudice to the right of any action herein plaintiff or plaintiffs.* And the Court doth further adjudge, order and decree that E.E. Holland, Receiver, heretofore appointed in this cause, collect from the plaintiffs Attorneys in this cause the sum of *\$175.00 One Hundred & Seventy Five* dollars, being the amount the said Receiver paid to the said plaintiffs Attorneys by an order in this cause entered on the day of 1898; and the said Receiver is directed to deposit the same in the Farmers Bank of Nansemond County to the credit of himself as Receiver in said cause. And this cause is continued.

Robert R. Drutis

Enter July 2, 1898
Robert R. Moutis.

Entered in Chancery
Order Book No 3
Page 155.

In the Circuit Court of Nansemond County:

The Globe Hat Co vs H. January and others-

With the consent of the parties, both plaintiffs and defendants, here entered of record, it is ordered that the Receiver in this cause pay over to the attorneys for the plaintiffs the certificate of deposit now held by said Receiver, and take from said attorneys a proper receipt therefor, and that the plaintiffs attorneys be authorized to distribute same among the parties plaintiffs according to their respective rights.

Recent order \$16733
668
\$17402

We Consent

R. H. R. and

C. H. Gausey Jr

For the defendants

vs. Morris =
and for claimants.

Ente May 5, 1898

~~Robert R. Prentiss~~

E. O. Keenan,

Atty plaintiffs

Ente May 5, 1898

Robert R. Prentiss.

Entered in Chancery Order Book
No 3 Page 154

In the Circuit Court of Ham-
mond County Ky
Gabe Skat Comptroller of the

47

Jacoby et al,

His day came the defendant
of this Cause, and moved
the Court to enter a decree
dismissing this case on the
ground that the account and
claim in controversy have been
settled and compromised.

Whereupon it was suggested
by the plaintiff, that the said
compromise is unauthorized
and without authority;
upon consideration whereof
the Court, leaving of this
case is adjourned for the
purpose of giving to the
plaintiff an opportunity
of taking depositions on the
said compromise, and the
action for removing the
same on its merits and
ratification.

Globe Hat Company
vs
January

Enter April 12, 1898
Robert R. Denton

Entered in
Chy O B M 3
Page 141

The Globe Stat Co and others
vs
J. P. January & others

With the consent of the parties
it is ordered that ~~this cause may~~
~~be the papers in this cause may~~
be submitted to the judges of this
Court for ^{such} decision or decree in
vacation, as might be made
in term. —

The Globe Hat Co. vs
W. J. Vacation decree
J. P. January vs

The Consent
E. E. Kae and
for Complainants
R. H. Kae
for Defendants

Enter Oct. 13, 1897

Robert R. Drentis

Entered in
Chy O. B. 3
Page 103

In the Circuit Court of Nansemond County.

Globe Hat Co and others vs H. January and others.

This cause came on this day to be again heard on the papers formerly read, and on the report of Receiver E. E. Holland, filed herein on the 1st day of April, 1897, to which no exceptions have been filed, and was argued by counsel. On consideration whereof the court doth ratify, approve and confirm said report, and the said Receiver having been discharged and directed to deliver possession of the property committed to him to I. P. January, and it appearing from said his said report that he has received no compensation for his services as such receiver, it is further ordered, adjudged and decreed that he shall collect the certificate of deposit filed with his report, and after deducting therefrom the sum of \$30.^x/_x Which is allowed to him as compensation therefor, shall take a new certificate for the amount then due and file the same in these papers.

~~And, by consent of counsel, it is further ordered that the papers in this cause may be submitted to the judge of this court for decision or decree in vacation. And this cause is continued.~~
^{finally}

In addition, the bill should be amended.

cause was presented to the Judges of this court for decision of degree and, by consent of counsel, it is further ordered that the papers in this case be returned to the parties and that the same be placed before the court.

Globe Nat Co
vs
January + others

April 13, 1897

To be entered

Robert S. Jenkins

Entered in

Chancery
of Page 202

In the Circuit Court of Hennepin County.

This notice was on this day to be signed hereby on the before testimony
Globe Nat Co and others vs H. January and others.

In Vacation: Circuit Court of Newsumond
County, on the 12th day of November 1896

The Globe Hat Company et al
vs
H. January & J. P. January.

This cause come on this day
to be heard, in vacation, after
due notice to all parties, on
the Bill and affidavits in
support of the same, the answers
of J. P. January and H. January
and affidavits in support of
this day filed by leave of Court with general replication thereto,
said answers and now or-
ginal by Counsel.

On consideration whereof, the
Court doth, on the motion of
J. P. January, order adjudge
and decree that the injunction
heretofore granted in this case
be and the same is hereby
dissolved, and ~~the order heretofore~~
~~made in this case of~~

~~heretofore~~ E. E. Holland, receiver
heretofore appointed
to take charge of the stock of
goods and fixtures in controversy is
hereby ~~discharged~~ ^{discharged} and ~~acquitted~~
and the Court doth further
order and decree that the said
receiver deliver to the said J. P.
January full possession of the

said stock and fixtures together
~~with the copy of the appraisement~~
~~by him made of the~~
~~said stock of goods and~~
~~that he also deliver to the~~
~~said J. P. Janning all the~~
~~cash received from the sale~~
~~of said goods during the said~~
~~receivership after paying the~~
~~expenses incident to the same~~
and that he render to this
court on account of his
transactions as said receiver.

But the said J. P. Janning
is not to have the benefit of
this order ^{and it is not to take effect} until he, or some
one for him, shall have
first entered into a bond
in the penalty of \$5000 -

^{The Fidelity and Deposit Company of Maryland as}
with security ~~deposited~~ ^{as}
~~first~~ ^{for} the clerk of this
court conditioned to have the said
property, or its proceeds forthwith ~~at~~ ^{and} ~~of~~ ^{an} ~~ought~~
~~being returned to the said~~
~~type and placed up the Court for said cause~~
~~the Court~~ ^{and} ~~may~~ ^{may} ~~required~~ ^{required} and also to perform and
~~and~~ ^{and} ~~enter~~ ^{enter} ~~in this cause~~
~~satisfy any judgment or decree that may~~
~~be hereafter pronounced in this cause.~~
~~And with an oath all~~
~~orders hereafter made by the~~

~~Court in this case~~ and
this case is continued.

Robert D. Smith

To the Clerk of the
Circuit Court of
Hardmond County.

Dean.

Dissolving Inj:

Enter, Nov. 12, 1896
Wm R. Huntis

Entered in
Chancery
DB 3 Page 651

In Vacation.

In the Circuit Court of Nansemond
County. November 3, 1896. -

The Globe Hat Co }
vs. } In Chancery
H. January Etal }
}

On the motion of the Complainants
an injunction is awarded them
in accordance with the prayer
of the Complainants bill to re-
strain and prohibit the defendant
H. January his agents and
attorneys from selling removing
or disposing of the sort of goods
wares and ^{and store fixtures} merchandise in the
store No 8 main St., in the town
of Suffolk, Nansemond County, Vir-
ginia, or the proceeds of the
sale of any part thereof, until
the further order of this Court;
but before the Complainants shall
have the benefit of this order
they ~~it~~ are required to execute
before the clerk of this Court
a proper injunction bond

in the ^{penalty} ~~sum~~ of Five thousand
Dollars, ^{\$}5000. ^{or} with good
security, to be approved by
said clerk, conditions to
pay all such costs and dam-
ages as may be awarded
against them in case this
injunctive shall be dissolved.

It is further ordered that E.
E. Holland ~~and~~ ^{and} ~~James~~
who ^{is} ~~are~~ hereby appointed a
receiver for that purpose
do take immediate possession
of the said store of goods
wares and merchandises
and store fixtures
in the said store No 8 Main
Street in Suffolk Virginia,
and to proceed to dispose

of the same in the usual
course of trade, for Cash. ^{He} They
^{is} ~~are~~ authorized to employ such
clerks, ~~agents~~ and assistants
as ^{he} ~~they~~ may deem necessary
All moneys which ^{he} ~~they~~
shall receive shall be
deposited in the Farmers
Bank of Mansfield, except
such amounts as may be
necessary to meet the current
expenses of the business. ^{He} They
^{is} ~~are~~ directed to insure the
said property in some suitable
Insurance Company and make
report to the Court of ^{his} ~~their~~
proceedings under this decree.
~~for the~~

Before the said receiver shall
act under this decree ^{he} ~~they~~
shall execute a bond in
the ~~sum~~ of five ^{thousand} dollars
with surety deemed sufficient by the Clerk of this Court,
Thousand Dollars ^{Conditions}

for the faithful performance
of ^{his} ~~their~~ duties as such under
this or any subsequent decree
in this cause. —

Robert A. Prentiss
To the Clerk of the
Circuit Court of
Hansemond County. —

Enter Nov. 3, 1896.
Robert R. Hunt.

Entered in Chancery
Order ^{BRG} No 3 Page 64.