No. 1 Bkr'pt Dkt "A"

In the District Court of the United States for the District of Maryland.

In Bankruptcy

In the matter of the bankruptcy of William D. Jacobson

Objections, exceptions and specifications of Paul S. Levy against the discharge of William D. Jacobson

Mr. Clerk

Please file these objections, specifications and exceptions against the discharge of William D. Jacobson

Jacob J. Metnick
Attorney for Paul S. Levy trading as Paul S. Levy Heb.

(Place of business of Attorney 110 St. Paul St., Baltimore, Md.)

Filed 9 December 1898
11.45 A.M.

In the matter of the bankruptcy of William D. Jacobson	In the District Court of the United States for the District of Maryland, In Bankruptcy

To the Honorable the Judge of said Court;
Paul S. Levy, trading as Paul S. Levy & Co., a creditor of the said William D. Jacobson, who has duly proven his claim against the said William D. Jacobson before the referee, to the satisfaction of the said referee, and who has duly entered his appearance in opposition to the discharge of the said William D. Jacobson, doth hereby oppose the application by said Jacobson for his discharge, and doth hereby object and except to the same, and doth hereby pray, that said Jacobson may not be discharged, as applied for by him, the said Jacobson, and doth hereby state and specify the following as the grounds, reasons and specifications against the discharge of the said William D. Jacobson, namely;
First: Because the said Jacobson has, while a bankrupt, concealed assets

the said bankrupt, from Benjamin H. Hartogensis the duly constituted trustee of said bankrupt, elected at the meeting of the creditors of said bankrupt, namely, he has concealed from the said Benjamin H. Hartogensis the goods and fixtures of a certain coal yard, and belonging to a certain coal business, carried on by said Jacobson at the City of Baltimore, in the State of Maryland.

Second: Because the said William D. Jacobson has made a false oath in the present proceeding in bankruptcy, in swearing falsely upon making his application to be adjudicated a bankrupt, that he has no assets, when, as a matter of fact he had at that time property and assets, namely, the goods and fixtures of a certain coal business carried on by him in the City of Baltimore, in the State of Maryland.

Third: Because the said William D. Jacobson has made a false oath in the present proceeding in

bankruptcy, in swearing falsely before the referee, at the meeting of creditors, on his being examined under oath by his creditors, and particularly by the said Paul S. Levy through his attorney that the assets of said coal business belong to one Remaen, when, as a matter of fact the said assets belong to him, the said Jacobson

Fourth: Because the said Jacobson has made a false oath in the present proceeding in bankruptcy in swearing falsely before the referee, at the meeting of his creditors, on his being examined under oath by his creditors, and particularly by the said Paul S. Levy, through his attorney, that at the time when his wife made an assignment for the benefit of "her" creditors (as he called them) he was absent from his home, in Emporia, Virginia, and in sweaing falsely then and there to minute details, to explain how and why he was absent from his said home, when, as a matter of fact, he was

present at his home in Emporia Virginia, at ~~his~~ the time when his wife made said assignment for the benefit of "her" creditors.
Fifth: Because the said Jacobson made a false oath in the present proceeding in bankruptcy, in swearing falsely before the referee, at the meeting of his creditors, on his being examined under oath by his creditors, and particularly by the said Paul S. Levy, through his attorney, that he knew nothing of the financial circumstances of his wife at the time when he married her, when, as a matter of fact, he did know her financial circumstances at the time when he married her.
Sixth: Because the said Jacobson has made a false oath in the present proceeding in bankruptcy, in swearing falsely before the referee at the meeting of his creditors, on his being examined under oath by his creditors, and partic-

ularly by the said Paul S. Levy through his attorney that he did not know how much "his wife" paid for the business, which (as he said) was purchased from Remaer at West Norfolk, Virginia when, as a matter of fact, he, the said Jacobson, did know how much was paid for said business.

Seventh: Because the said Jacobson has made a false oath in the present proceeding in bankruptcy in swearing falsely before the referee at the meeting of his creditors, on his being examined under oath by his creditors, and particularly by the said Paul S. Levy, through his attorney, that his wife bought a stock of goods from said Remaer, at West Norfolk, Virginia, when, as a matter of fact, the said William D. Jacobson bought said stock of goods with his own money.

Eighth: Because the said William

D. Jacobson has made a false oath in the present proceeding in bankruptcy in swearing falsely before the referee, at the meeting of his creditors, on his being examined under oath by his creditors, and particularly by the said Paul S. Levy, through his attorney, that he worked for his wife for love, when as a matter of fact he actually worked for himself in his own business, and was not working for his wife at all, and said statement by him under oath, that he had worked for his wife for love was utterly false.

Ninth; Because the said William D. Jacobson has made a false oath in the present proceeding in bankruptcy, in swearing falsely before the referee at the meeting of his creditors, on his being examined under oath by his creditors, and particularly by the said Paul S. Levy, through his attorney, that his wife gave notes for the pur-

chase-money to Remaer upon the purchase by "her" of the business at West Norfolk, Virginia, when, as a matter of fact, the said stock of goods was purchased and paid for by said William D. Jacobson, and the money that was paid to the Trustee for said goods was the money of the said William D. Jacobson, and the said Remaer was a nominal party merely, and his name (as well as the name of the wife of said William D. Jacobson) was used merely for the purpose of hindering, delaying and defrauding the creditors (or some of them) of the said William D. Jacobson and no notes were in fact given for said stock of goods to said Remaer.

Tenth: Because the said William D. Jacobson has made a false oath in the present proceeding in bankruptcy, in swearing falsely before the referee, on the second day of his being examined under

oath as above-mentioned, that because he had had typhoid fever some weeks before, his condition was such at the time of the first day's examination as aforesaid, that he was practically not responsible for what he had sworn on the first day of said examination that he desired to correct the statement as to his being away when his wife made "her" assignment; that he was with her at the time, and did not go away until five days after the assignment was made; and the said Paul S. Levy avers, that so far as all appearances went, and as he firmly believes, the said William D. Jacobson was absolutely of sound mind and perfectly understood what he was testifying on the first day of his examination aforesaid.

Eleventh: Because the said William D. Jacobson has made a false oath in the present proceeding in bankruptcy, in swearing falsely before the referee in his

examination aforesaid, at least in some portions of his testimony before said referee; he having, on the second day of his examination before said referee contradicted the testimony which he had given on the first day of his examination in several important particulars about matters about which he could not be mistaken on either day; particularly, on the first day he swore, that he was away from home when his wife made the assignment for the benefit of her creditors, and went minutely into the reasons for, and the circumstances of, his having been away from home at that time. On the second day he testified, that he was at home at that time, and that he remained home for five days after the assignment. On the first day of the examination he stated deliberately, that he did not know where his wife got the money with which she paid for the

goods, and then went on with minuteness to state how it was that he did not know where she got the money; and that he never gave any notes in his wife's business; and on the second day he stated as to the same transaction with minuteness, in direct contradiction of his testimony of the first day, that Remaer received notes for the purchase-money of said goods, and that they were paid out of the sales of stock of goods; and that some of them were due at the time of the assignment by his wife

Twelfth: Because whilst it may be impossible to tell just what portions of the testimony given before the referee are false yet it is apparent on the face of the testimony taken as a whole, that it is deliberately false in some particulars

Thirteenth: Because after the contracting of the debt upon which the claim of the said Paul S. Levy

is based, the said William D. Jacobson conveyed, assigned transferred, concealed or disposed of his property or some portion thereof, with intent to defraud his creditors, or some of them

And as in duty bound &c

Jacob J. H. Mitnick
Attorney for said
Exceptant, Paul S. Levy

Paul S. Levy

District Court of the United States
For the District of Maryland } S.S.

Be it Remembered, that on this ~~first~~ ninth day of December, A.D. 1898, before me, at the City of Baltimore, in the State of Maryland, personally appeared the within-named Paul S. Levy, and made solemn oath that he had heard read the foregoing objections, exceptions or specifications against the discharge of the said William D.

is based, the said William D. Jacobson conveyed, assigned transferred, concealed or disposed of his property or some portion thereof, with intent to defraud his creditors, or some of them

And as in duty bound &c

Jacob J. H. Mitnick
Attorney for said
Exceptant, Paul S. Levy

Paul S. Levy

District Court of the United States
For the District of Maryland } S.S.

Be it Remembered, that on this ~~first~~ ninth day of December, A.D. 1898, before me, at the City of Baltimore, in the State of Maryland, personally appeared the within-named Paul S. Levy, and made solemn oath that he had heard read the foregoing objections, exceptions or specifications against the discharge of the said William D. Jacobson, and knows the contents

thereof, and that he believes the matters and facts therein stated to be true.

Paul S. Lee

Sworn to and subscribed before me this ninth day of December 1898

Jas. W. Chew. Clerk