

BOYS KILLED IN STREETS.

Max Altner, Nine, and Philip Agoglia, Three, Are Victims. Max Altner, nine years, of No. 161 Orchard Street, was playing tag yesterday afternoon at Allen and DeLancey Streets when he was struck by a heavy auto truck operated by David Kauffman of No. 101 West 104th Street. The boy died instantly.

Witnesses said Kauffman tried to stop the car, but he was too late. Policeman Mundheim jumped on the auto truck to prevent a crowd from attacking the driver. Kauffman was arrested, charged with homicide. Three-year old Philip Agoglia of No. 36 Renwick Street, was playing in front of his home when he was killed by a double truck that was backing into a nearby stable. The truck was driven by Joseph O'Connell of No. 254 West 25th Street.

SOLDIERS' RELIEF LAW EVADED BY LANDLORD BLUFF

Eviction of Two Distraught Wives Followed by Complaints of Double Dealing.

By Willis Brooks.

Yesterday the Evening World told of a Brooklyn landlord and a City Marshal succeeded in making Mrs. Martha Merrill, the invalid wife of a soldier, with her brood of children, hastily vacate her apartments without a court warrant and without the knowledge of the court in which dispossessions proceedings had already been begun. According to the story of the soldier's wife, she was simply bluffing out of her home because she did not know that neither the landlord nor the Marshal could lawfully put her out. Technically it may or may not have been a violation of the law—that is yet to be determined—but it achieved the result that forcible eviction would have brought about, and was therefore clearly an evasion of the spirit of the United States Soldiers' and Sailors' Relief Act.

To-day it is possible to shed a little more light upon the doings and sayings of that same "landlord," and to repeat just a few of the many stories his tenants tell of his treatment of them.

On Monday, Sept. 23, I called on Israel M. Lerner to ascertain how and why he had caused Mrs. Byron Laffin, a soldier's dependent wife, to vacate her apartments at No. 1226 St. John's Place, Brooklyn, on very short notice.

"These tenants are the worst liars I ever saw," said Mr. Lerner to me. "This woman's husband is not in the service at all. He is working in a shipyard and getting \$9 a day."

Then he told me he had bought the nine houses numbered from 1206 to 1234 inclusive from the New York Title and Mortgage Company and was spending \$50,000 in alterations on them. Incidentally he said he was getting only \$17 a month for these apartments, which were supplied with hot water. This conversation, remember, was on Sept. 23, of course Mr. Lerner must have

been speaking in a Pickwickian or Librarian sense, for I subsequently learned from public documents that he is only the agent of Mrs. Eugenia Heber, in whose name the property stands as landlord. Also I learned from Local Exemption Board No. 41 that Mrs. Laffin, after being placed in a deferred class because he had a dependent wife and baby, had induced his wife to waive exemption for him and had, at his own request, been inducted into the army as a private at \$30 a month.

As to the questions of rental and hot water, I know only what the tenants tell me, and their story is far from agreeing with Mr. Lerner's. For instance, let Mrs. D. G. Timberlake, the mother of seven children, tell her story.

"I have lived in this row for more than eight years," she says. "For two years I served as the janitress at No. 1210, paying \$16 a month for my apartment, half of it in money and half in service. When Mr. Lerner became our landlord, last August, I had to pay \$9 in money. Early in August I paid him the \$9 for that month, and after I had paid it he told me I would have to move because his was a higher rate for rent. I tried very hard to find another place, but everywhere I went they refused my admission because I had seven children. About the middle of August Mr. Lerner came and asked me if I had found rooms and I told him I had not, and was afraid I could not. Then he said that I might move to No. 1224 in his row, and he would promise not to put me out before February or March, and probably not before April."

"About Aug. 18 I moved to No. 1224, paying \$12 in money. Early in August Mr. Lerner told me to take care of this house and to be careful of the coal in supplying hot water. None of these houses is heated. For about two weeks I gave the tenants hot water. Then, about Sept. 1, Mr. Lerner took the key of the coal bin from me, saying the tenants didn't pay enough for cold water, let alone hot water, and nobody in the building has hot water since."

"On Sept. 18 I served notice on me to get out. I told him he promised to let me stay until February at least, and he said, 'We couldn't get the workmen there to make the alterations, but we have got them now and we are going to do the work now.' Mrs. Joseph Feldbrell of No. 1226, in this row, added a few hot words about hot water."

"I have lived in this row nine years," she said. "I was the first tenant to move into it. The rent had always included hot water. On Sept. 1 last I got my rent of \$12, which he said I could have hot water if I would pay \$1 a month more. I paid the extra dollar and took his receipt for the \$1. He has not given me a drop of hot water since, and a few days ago I received notice to get out. A day or two after I received this notice Lerner came to my apartment and said we could all stay if we would give him \$25 a month."

"Mrs. Harold Vidaver, who had lived for three years at No. 1210, says that in August Lerner told her she must get out. 'I searched for days,' she says, 'but could not find any sort of suitable rooms, because none of the landlords would let me in with my four children. Then Mr. Lerner told me that if I would move into one of the last two houses in the row I might stay there until the end of December, after which I could have one of the renovated apartments, though of course at a higher rate for rent.'"

"So," Mrs. Vidaver continues, "at an expense of \$12 I moved to No. 1220. I had been paying \$16 a month at No. 1210, but on Sept. 1 he raised my rent in the new place to \$18, which he said was to include hot water service. And the day after he had collected my \$18 he shut off the hot water and there has not been any since."

"When I talked with Mr. Lerner on Sept. 23 he told me, among other things, that he had had the Mayor's Secretary come over and look at the property and at the class of tenants he had. 'The Secretary advised me to throw the whole bunch of them out and go ahead with my alterations,' said Mr. Lerner.

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Now, Grover Whalen is the Mayor's Secretary, so it went to him, quite confident that he had never said anything of the sort.

"Certainly, I never did," said Mr. Whalen, and gave me the history of the Mayor's connection with the case. Here it is:

"On Sept. 18 Mrs. Harold Vidaver wrote to the Mayor about Mr. Lerner's treatment of his tenants. Mayor Hylan sent Policeman Charles Fries out to see her. She was out when Fries called, and the policeman saw Lerner, who told him, according to Fries's report to the Mayor, that Mrs. Vidaver was not to be disturbed until December at least. Then Mayor Hylan wrote the following letter to Mrs.

"Your letter of Sept. 18 received. I sent a representative to see you and he learned that your landlord is Mr. Lerner of No. 320 Broadway, who states that he had given you a floor at No. 1230, and that you had until December to find another floor. In all you have four months in which to find a place."

"And on Sept. 24 Mrs. Vidaver was served with a notice to get out, which notice, by the way, was dated Sept. 21, two days after he had, according to Policeman Fries's report to the Mayor, said she was to have until December to find another floor. In all you have four months in which to find a place."

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The Doctor's Advice by Dr. Lewis Baker

The questions answered below are general in character, the symptoms or diseases are given and the answers will apply in any case of similar nature. Those wishing further advice, free, may address Dr. Lewis Baker, College Hill, College Park, Ohio, enclosing self-addressed envelope for reply. Full name and address must be given, but only initials of patients names will be used in my answers. The prescriptions can be filled at any well-stocked drug store. Any druggist can order of wholesale.

Robert asked: "I am constipated, tongue coated, have headaches, dizzy spells and indigestion sometimes. Please advise." Answer: I advise that you begin using Three Grain Sulphur Tablets (not salt pills). These tablets are laxative, act on the liver, kidneys and bowels and tend to keep the blood pure by assisting the eliminative functions. Relief should follow quickly.

Dr. Lewis Baker, Dear Sir:—We have used three of the medicines you advise, the double four, the Keesee's Mentha-Laxative and the Rheumatism Prescription, and I want to say they all work like a charm. They are the best I have ever used and I feel I could not keep house without them. I am very grateful for these medicines prescribed. Very truly yours, Miss J. I. Whitely, No. 5 Coleman St., Port Jervis, N. Y.—Advt.