

cement for the new Capitol, or ever gave any one percentages on contracts for cement furnished, I say there is no truth in it. I never paid any one anything whatever, and I never gave any percentages or money to any one. When I furnished cement, it was always because I was the lowest bidder. The above is true of my firm."

M. BANGS.

I don't believe a word in the story about Mr. Seward, but he is near us and can be easily procured. He is one of the partners that have the contract for cleaning out the stone that was blasted in Hell Gate a year ago, and no doubt he is in the city.

Alderman COWING—That is all, I believe.

Mr. H. L. COLLE cross-examined the witness.

Q. Do I understand you to say that, so far as you know, all the contracts by which material and labor were furnished to the new Capitol were honest and honestly carried out?

A. So far as I know.

Q. The vouchers were all right?

A. Yes, sir; and I am confirmed not only by my own knowledge, but after five years' investigation—every contract having been gone through with by the Investigating Committees of the Legislature—that it has been the invariable rule that every contract should be given to the lowest bidder, after advertisement. This contract with the New York Granite Co. was made after Mr. Tweed's troubles commenced, and after public advertisement for two months in all the papers of the country for proposals; and it was let so low that the Company failed and had to surrender its contract. I never had any interest in that

Company in any shape or in any way, and it is one of the falsest of all falsehoods ever told by mortal man when Mr. Bridgeford swears that I had an interest in that quarry—there is not a word of excuse for him.

Q. What was done with the \$15,000, one-half of which was raised by you and one-half by Mr. Bridgeford?

A. Generally it was expended in this way—a portion was for Congress Hall in order to get it going; it had been gutted, everything taken out, and we had to get it in shape to go into, and there was a large sum to be expended for that from private means, the State would not do anything. Then a large amount had to be expended on newspaper correspondents and to secure the advocacy of persons of influence for Capitol measures and appropriations. Another portion was spent in the entertainments given to the Legislature year after year, by the Commissioners.

Q. Entertainments given by the commission to the Legislature?

A. Yes, sir.

Q. For what purpose?

A. To make them good-natured, and, if possible, to win them over to voting large appropriations for the Capitol, and to make Albany as agreeable to them as we could.

Q. Well, this was the money you and Mr. Bridgeford subscribed?

A. Well, I won't say we subscribed it, we raised it.

Q. Do you know from whom it was raised?

A. I know from whom I raised my portion, and I know that the portion Bridgeford raised was his own salary. The portion I raised was from citizens of Albany, by going around among them, and from the city of Albany.

Q. Do you know whether any portion of that \$15,000 was raised from contractors?

A. I do not.

Q. You did not raise any in that way?

A. No, sir; I never raised a dollar from contractors.

Q. What portion did Mr. Bridgeford raise?

A. About one-half.

Q. How much?

A. About \$8,000.

Q. What was his salary?

A. \$5,000 per annum.

Q. He raised \$8,000 out of a salary of \$5,000.

A. Oh, his salary ran over some ten years. Besides, he was a man of means, a man of wealth, until late years.

Q. Then, from first to last of your connection with the Capitol, you do not know of any impropriety growing out of contracts on the Capitol?

A. I do not.

Q. And the people got *quid pro quo* for all expended on that structure?

A. I believe they did.

Q. Do you know what the Capitol has cost now, all told?

A. Between \$7,000,000 and \$8,000,000; nearly up to \$8,000,000 I think; I am not sure.

Q. Well, is it your opinion, as one who served a long time on the commission, that nearly \$8,000,000 have been honestly expended on that building?

A. I think as honestly as on any other public building ever built; I don't say exactly honestly.

Q. That implies that there has been some dishonesty, does it not?

A. I take it for granted that there will be some little

dishonesty in every public building of that kind, but it is a dishonesty you cannot provide against. Some men will steal a brick or so, and some will steal this or that, but my firm conviction is that the money appropriated for the new Capitol has been as honestly expended in carrying forward the work, as any money ever appropriated for any public building in this country. That is the idea. I will not say there has been no stealing.

Q. Do you know of any dishonesty?

A. I believe that I have answered that I did not.

Q. Even of this minor sort?

A. I have heard of minor cases, but I do not know of any of my own knowledge.

Q. Have you heard of them in such a way that you could furnish the Committee any information concerning them?

A. I cannot answer that directly. There were in those investigations, many cases of that kind brought up, and I could furnish, of course, from those records, the names of persons who charged those things, but I don't know even that they know anything. They attempted to prove their charges then and failed, as far as I understand. I could furnish, of course, to the Committee the names of all that I have heard of.

Q. Do I understand you to say that you have never received any money from or on account of any contract in which Edward Learned was interested.

A. I never have.

Q. Or Bangs, or Seward?

A. No, sir.

Q. Or Jacob Holler?

A. I don't remember anything about that firm, but, anyway, I never have.

Q. What was the fight that Bridgeford said he was tired of?

A. The Capitol fight, I suppose.

Q. But when he came to you and told you he was tired of the fight, and his wife said he had better attend to his private affairs, what fight did he then mean?

A. The fight on the Capitol.

Q. Why should there have been a fight on that?

A. Because he was discharged, and he complained that he should not have been—

Q. What was the date of that conversation?

A. January 24, 1874.

Q. And what was the date of his discharge?

A. I do not remember the exact date; Mr. McAlpine was appointed in his place in January, 1873.

Q. Then what "fight" was there when he was not connected with the Commission or the building?

A. I suppose he alluded to the charges he made against me and the other Commissioners of having improperly treated him and of making money.

Q. Did he ever charge any of the other Commissioners with having made money off the building?

A. I have heard of his doing it, but I never heard him do so myself.

Q. Which of the other Commissioners have you ever heard of his making such a charge against?

A. Mr. Rice.

Q. Any other?

A. I do not know that I have—now.

Q. You do not recollect of having heard of his making that charge against any except yourself and Rice?

A. I do not.

Q. And the fight that he was going to stop, as you

understood him, was that he would quit making those accusations against you and Rice ?

A. Well ; I suppose so.

Q. If you would do what ?

A. He didn't say what. He only wanted peace.

Q. What were you doing to him ?

A. I had commenced an investigation. I had asked the Committee on Ways and Means, considering the stories he had told, for an investigation. It had commenced and I had given my testimony four days before this conversation. Four days after that examination commenced he came to me and we had this conversation. I suppose it was with reference to what I was to testify in the investigation. We, the Commissioners, had asked the investigation to vindicate ourselves, and after I had given the testimony I have related here, then he came into the office and the conversation ensued which I have given here. What he meant by a fight I don't know, but the impression made on my mind was that he did not want to be overhauled in that investigation. What his impression was I cannot say.

Q. What was it your impression he might be overhauled about ?

A. About his conduct on the Capitol. I can't say what.

Q. But what was the fight between you and him ?

A. Nothing, so far as I know of, but our clashing ; he accusing me of things and I accusing him of things.

Q. What did you accuse him of ?

A. Of trying to run the Capitol independently of every one else.

Q. Fraudulently ?

A. No ; I never charged that.

Q. Of what then ?

A. Of not taking advice of the Commissioners ; of running it perfectly freely to suit himself.

Q. And he accused you of taking percentages ?

A. I never heard of his making those charges until he was discharged.

Q. He was not connected with the Capitol at the time of this conversation ?

A. No, sir.

Q. Then suppose you did say he was acting independently of the Commission, how could that be a fight against him ?

A. I had no fight. It was not me that used the words. I had nothing against him. If you remember the conversation, I told him I had nothing against him ; that all the fighting was on his part, and as soon as he ceased tackling me there would be peace between us.

Q. And yet that was after you had heard he was making those statements that you had been taking percentages ?

A. Yes, sir.

Q. And that letter was given after that, saying he was the best man and the most honest man ?

A. That letter simply said he was not removed for incompetency. We did not say he was the best man for Superintendent.

Q. How long after that conversation was the letter given him ?

A. I think it was two or three months after.

Q. That letter says : " He always did his whole duty honestly, promptly, faithfully, and economically, and we don't know of a single mistake or fault in any part of the said structure that can justly be attributed to him or to

his judgment." And that was the opinion of the Commissioners?

A. Yes, sir.

Q. And yet they discharged him?

A. Yes; because he tried to run the building independently of the advice of the Board.

Q. How?

A. Purchasing material without the Commissioners knowing anything about it, and so on.

Q. Well, if he purchased it economically and honestly and with good judgment, why wasn't that as good a way as any other?

A. Well, we had to pay for it, and we wanted to know that it was honestly and economically purchased. It was part of the duty of the Board of Commissioners, and of course they had to ascertain about it before they paid it.

Q. And the extent of your charges against him was that he had acted honestly, economically, and with good judgment without consulting the Commissioners?

A. Yes, sir; that is——

Q. And his accusations against you were that you had been taking percentages from contractors?

A. Yes, sir.

Q. And you were as willing to have peace as he was?

A. I was; I had nothing against him.

Q. I see this letter is signed by only two of the Commissioners—why did not the rest sign it?

A. I presume they were not in Albany at the time. Mr. Rice and myself were the resident Commissioners. I have no doubt all would have signed it if they had been there.

Mr. COLE—That is all?

ALDERMAN COWING—Is there [anything farther you would like to state?

WITNESS—I do not think of anything now.

JOHN BRIDGEFORD—Well, hold on. I'd like to ask a few questions.

ALDERMAN COWING—You are a witness and have no right to ask questions here. We cannot accept you as an associate member of the Committee.

JOHN BRIDGEFORD—Well, will you let me have a little chance? This is this man's notion of doing things. He comes here with a hooraw, but I've got the positive proofs that he's a lying, every word of it. I simply want this—

ALDERMAN COWING protested against the witness's language as improper and insulting to the dignity of the Committee, deserving his commitment for contempt.

JOHN BRIDGEFORD—I have come here on an attachment and have no chance for defence. I have no counsel, and I am prevented from saying anything in my own defence; I can show you that that man's l—

[The rapping of the Chairman's mallet drowned Mr. Bridgeford's voice and cut his verb short on the initial letter of its repetition. After some discussion, Chairman Alderman LEWIS directed the Assistant Corporation Counsel to put to the witness such questions as Mr. BRIDGEFORD might desire to ask.]

Q. (By Mr. COLE)—When and where, and under what circumstances was the letter which has been read in evidence, indorsing the character of Mr. John Bridgeford, written and signed by you and Mr. Rice?

A. It was signed in my office, in the presence of Mr. Miller, and Mr. Reynolds—my partner—and Mr. Rice.

Q. Was Mr. Smith present?

A. No, sir.

Q. Was Mr. Reynolds present?

A. Yes, sir.

Q. Did you ask his advice with regard to signing that letter?

A. I don't think I asked his advice. We talked about it.

Q. Who wrote the letter?

A. I forget now.

Q. Who presented it to you to be signed?

A. I think Mr. Rice did, in the first place; I am not sure.

Q. And was not Mr. Reynolds' advice asked, whether you should sign the paper?

A. I have already said I did not remember his advice having been asked. We had talked about it. The conversation was in regard to the possibility of Mr. Bridgeford's improperly using this letter, in case he got offended with us. Mr. Bridgeford disclaimed any such purpose, and it was understood by us all that it could be used for no such purpose.

Q. Did Mr. Reynolds say he would not do it if he were in your place?

A. I have forgotten.

Q. Did you stipulate that the letter should be put into the hands of Wesley Smith, until after the then pending investigation was ended?

A. I don't remember. It was put into his hands. I don't remember at whose suggestion, or whether at my suggestion, or why it was.

Q. You did not take any minutes of that conversation?

A. No, sir.

Q. Were you accustomed to take minutes of conversations?

A. Not such as that, but such as that of the 24th of January I was.

Q. What was the line of difference between them?

A. One was a confession that the man had done wrong and that what he said was untrue, false; the other was merely in regard to a letter certifying that he had not been incompetent for his work on the capitol.

Q. Was the letter given subsequently to the conversation in which he confessed himself guilty?

A. Guilty of what?

Q. Guilty of falsely accusing you. Was not that what you meant?

A. Well, that is not the exact expression; it is that he knew I had done nothing wrong.

Q. Well, was the letter given after that?

A. Yes, sir; some two or three months.

Q. What was your salary as a Commissioner for the erection of the new capitol?

A. There was no salary attached to the office.

Q. Ah! you see by that how little I know of this affair. Then there was no legitimate way of your making any money at all out of the capitol?

A. No, sir.

Q. Can't you recollect by whose suggestion this letter was placed in the hands of Mr. Wesley Smith?

A. I do not.

Q. It is out of the common way, you know, for a simple letter of recommendation to be placed in the hands of a third person for safe-keeping?

A. I think it has all been explained in some of the investigations, but it has passed out of my mind now.

Q. Do you recollect ever going to the house of John Bridgeford, while this examination into your conduct as Commissioner of the Capitol was going on, and begging Bridgeford for God's sake to let up on you, and not to make these accusations against you?

A. I remember going to his house, but I never made use of such expressions.

Q. Did you, at that time, carry a letter to him from Henry Smith?

A. I have forgotten. I went to see Henry Smith about that time, and after an interview with him, Bridgeford and Smith and myself met, but whether I took a letter to Bridgeford's house to have Bridgeford come down to Smith's, and exactly how the meeting was brought about, I have forgotten.

Q. What was the conversation between you and Smith that culminated in your going to see Bridgeford?

A. I cannot now remember.

Q. Do you know what was in that letter which you carried from Henry Smith to Bridgeford's house?

A. I think it was a letter of Smith's to have Bridgeford call at his house.

Q. But what was the conversation between you and Smith that led to the taking of the letter from him, by you, to Bridgeford?

A. I do not remember.

Q. During the time the investigation was going on, when you carried a letter from Smith to Bridgeford, do you not recollect what the purport of the conversation was between you and Smith, that resulted in his giving you a letter to carry to Mr. Bridgeford?

A. I do not recollect what the interview was about.

Q. You took no minutes of that conversation?

A. I did not. I only recollect the fact that we met, and I think we met by my taking a letter to Bridgeford's house.

Q. But you do not know the subject of that letter?

A. No, sir.

Q. When you got there, did you ask Mr. Bridgeford to "let up on" you?

A. No. I did not.

Q. Why did you go to Mr. Bridgeford's house?

A. I went to carry the letter.

Q. You simply went as a messenger to carry a letter?

A. Yes, sir.

Q. What was that letter for?

A. To get him to meet Mr. Smith and myself?

Q. What for?

A. I do not recollect what.

Q. Who did you meet at Bridgeford's house?

A. I do not know.

Q. At that conversation between you and Smith and Bridgeford, was anything said by you concerning a contract which you were willing to give Bridgeford?

A. I remember of Mr. Bridgeford importuning me for a contract, and talking about contracts, but I never could have said I was willing to give him one.

Q. Why not?

A. Because contracts were given out by the Board. I had not the individual right to give anybody a contract?

Q. Did you say that you would obtain one for him from the Board?

A. I may have said I would favor him in the Board.

But I never could have said I would give him a contract. It was not in my power.

Q. Did you say you would try to get the Board to give him a contract?

A. I may have done so, but I do not remember now.

Q. Do you remember anything about it?

A. I have forgotten if the conversation took place at that interview. I remember that at some time or another the subject of a contract was talked over between us, but whether it was at this particular interview I do not recollect. There was something said about a contract, but I don't now recall when.

Q. I am speaking about this particular interview: what took place at it?

A. Oh! I could not recollect what this interview was about.

Q. Now, do you recollect what time of day that was, that you had that interview with Mr. Smith and Mr. Bridgeford?

A. I do not—probably in the evening.

Q. Where was it?

A. I have met them so often at Mr. Smith's office, it might have been there; I cannot tell now. I have also met them at his (Bridgeford's) office, and it might have been there.

Q. Now, don't you recollect, in point of fact, that when you took the letter to Bridgeford's house it was on Saturday night, and the meeting was at Smith's house the next day, Sunday morning?

A. I do not recollect; but I don't think it was.

Q. At that time was Mr. Henry Smith engaged for the people in an investigation into the affairs of the Capitol?

A. I do not remember when this interview was, and cannot answer positively.

Q. Well, what is your impression? wasn't it during one of the times that you have been investigated?

A. I think very likely it was, but I have no recollection of what time it was.

Q. If so, was not Mr. Smith at that time engaged in that investigation?

A. I do not know; I do not know when that conversation was.

Q. But if it was during the time of an investigation into your conduct, was Mr. Smith then engaged for the people in bringing out the facts?

A. He was engaged for the people in one of the investigations, one winter.

Q. Which year was that?

A. I think it was the winter of 1875, and if this interview was during that winter, then it undoubtedly was when he was so engaged.

Q. That is the nearest you can come to recollecting that conversation?

A. Yes, sir.

Q. Was Mr. Smith engaged in either of the investigations before 1875?

A. Mr. Smith was engaged in the winter of 1875, in the investigation of that year, but I do not think he was prior to that time.

Q. And that is all you can recollect of those two meetings?

A. Which two meetings?

Q. The one in which the conversation resulted in your carrying the letter to Bridgeford's house, and the subsequent meeting at Smith's house.

A. Yes, sir.

Q. Do you remember that, at the meeting at Smith's house, you offered a contract to Mr. Bridgeford, a contract for stone, which had some provision that there should be an inch margin on the stone?

A. I never did.

Q. Was there such a contract given; one in which there was an allowance of an inch margin on the cube?

A. They were all given that way.

Q. On dressed stone! Don't you know, in point of fact, that the margin would be as much as all the rest?

A. No. They were not given that way. The contracts required the contractors to deliver stone of one inch greater dimensions than the stone required fitted into the building, so as to allow the stone to be hammered off, so that it might be dressed.

Q. Was there ever a contract given by the Board in which, subsequent to the letting of the contract, the inch margin clause was added.

A. No, sir.

Q. Well, was there any contract by which a margin of an inch was allowed after the stone was cut; an inch margin upon the dressed stone?

A. You mean an inch more than—I don't understand the question.

Q. Any clause by which there was an inch allowed to the contractor more than the stone measured when it was cut?

A. I don't understand what you mean.

Q. Was there any contract in which there was allowed to the contractor an inch margin upon the size of the dressed stone?

A. I will answer in this way: No, sir; there was not;

the only contracts about this inch margin were this way : The contractor was desired to furnish stone an inch more than the plan required for the stone when it was dressed, and he was to be paid for that inch of the rough stone the same as the rest, and he was to be paid at the same price.

Q. At dressed stone prices ?

A. No, sir.

Q. You did not offer any contract to Mr. Bridgeford at that meeting ?

A. No, sir.

Q. Now, the next day after that meeting between you and Smith and Bridgeford, did Bridgeford come to your house ?

A. I never remember to have seen him there.

Q. The next morning ; Monday morning ?

A. He may have done so, but I have no recollection of ever seeing him at my house.

Q. Now, Senator, how do you account for the fact that after you had been accused by this man of making money illegally out of the capitol, that you should have given him such a letter as you have given him ?

A. From the fact that he came to me four days after I had given my testimony before the Committee, and wanted peace, and said he had done wrong, I took it for granted that he was in earnest—that he was penitent—and I took it for granted he was my friend. He supported me in my canvass, and supported me last fall of his own accord. And let me say he was not discharged for incapacity, but only because he wanted to run the building without the knowledge or consent of the Commissioners. There was no reason why we should not indorse his competency in his official position.

Q. But how could you give him a letter indorsing his honesty after he had come to you and acknowledged that the stories he had circulated were false stories about you? Did you believe that an honest man would circulate false stories?

A. We only said he was capable and honest in his work.

Q. Did you think, then, that he was an honest man?

A. If you ask me the question, I will answer that I think he was out of his mind.

Q. Out of his mind?

A. Yes, on Capitol matters, as he was at various times when he told these things. I think he was crazy on these matters.

Q. You think he was a monomaniac on the subject of the Capitol building?

A. I think he was.

Q. And was it part of his monomania that he believed you had received moneys on the Capitol?

A. I think so. When he says I received money improperly, he must be either crazy or a very bad man.

Q. Have you ever heard of his receiving money improperly on the Capitol?

A. I have not until lately; and even now I know nothing about it.

Q. What have you heard?

A. Oh! I have heard various reports of men receiving money improperly in connection with the Capitol, but they were not sufficiently reliable or trustworthy for me to believe them. I do not believe anything of that kind has ever taken place on the Capitol, notwithstanding all that Mr. Bridgeford may now say.

Q. Is Mr. Bridgeford a rich man?

A. He was considered well off, in good circumstances, until a year or two back ?

Q. What are his circumstances now ?

A. I do not know ; but my impression is that he is somewhat embarrassed ; I know I hold a judgment against him.

Q. Who held the stock in the N. Y. Granite Co. ?

A. I do not know, except Lord and Briggs ; I did not know that Mr. Tweed did until the other day.

Q. Did you have a brother-in-law who held stock in it ?

A. No, sir.

Q. The contract of the N. Y. Granite Co., I understand you to say, was surrendered ?

A. Yes, sir.

Q. Was any money paid for the surrender of it ?

A. Not that I know of ; the company failed entirely ; became embarrassed ; could not pay their debts.

Q. What was the date of the contract with the N. Y. Granite Co. ?

A. August 15, 1871, I believe.

Q. Was that while Mr. Tweed was a senator ?

A. I do not know ; I never have seen him in Albany since that time ; I think his sessions had ended, but his term probably lasted for the year.

Q. What do you mean by his sessions having ended ?

A. Why, the sessions of the Legislature ; a senator is elected for two years, and the Legislature holds a session each year ; those two sessions had passed, and his senatorial duties were ended, though he was, in point of fact, a senator until the end of the year.

Q. When did you resign your position as a commissioner for the erection of the Capitol ?

A. Some time about May, 1875; I have forgotten the exact date.

Q. Was there an investigation into the acts of commissioners going on when you resigned?

A. Yes, sir.

Q. While you were being investigated you resigned?

A. Yes, sir; the other commissioners resigned; Mr. Kingsley was the first; then Mr. Rice and myself; I do not remember whether the others did or not; if they did not they were removed and a new Board was appointed.

Q. When did Mr. Kingsley resign?

A. Some time in January, 1875, I think.

Q. Do you remember having a conversation with Mr. Smith as to whether you had not better resign at that time?

A. I do not. I don't think I did—if I did it has escaped me.

Mr. COLE—I am instructed that Mr. Bridgeford has no other questions to ask at present. The day after to-morrow he desires to have his own counsel here to attend to his interests.

[After a brief consultation between the Committee and the Assistant Corporation Counsel, as to the advisability of prolongation of the present session or of adjournment to another day, it was decided to hear another witness on this occasion.]

GARRETT HOOGEICK sworn:

Q. (By Mr. COLE)—Where do you live?

A. In Albany.

Q. What is your business?

A. I was formerly foreman on the new Capitol building, and am Inspector now of Street Paving in Albany.

Q. Do you know Mr. Harris?

A. Yes, sir.

Q. Do you know Mr. Bridgeford?

A. Yes, sir.

Q. Do you know anything that connects Mr. Harris with having received any money as percentage in connection with the new Capitol building?

A. Yes, sir, I do.

Q. State what you know concerning that?

A. Mr. Bangs, the contractor, was in the habit of going on the building, and I asked Mr. Bangs one day, "How do you get along with this cement?" He said, "It has cost me all it is worth to get it here; Harris is not doing the square thing with me." I walked up with him as far as the office on the Capitol. We had two offices; one for the boss stone-cutter, and one for Mr. Bridgeford. I saw Bangs take a roll of bills out of his pocket and put it into the drawer in Mr. Bridgeford's office. They did not calculate I would see that, but I did. I saw Bridgeford go there to the drawer and take that money out afterwards and says I to him "How is this? What does this mean?" He says, "This is Hamilton Harris' margin for the cement." He walked around to the other office, and handed Harris that roll of bills. We got a talking, and I said, "I would quit this job, if I were in your place, before I'd do a job like that for Mr. Harris or any other man."

Mr. COLE—That is all.

By Alderman COWING :

Q. When did this take place ?

A. I wouldn't swear to dates.

Q. What were you doing with Mr. Bangs ?

A. Talking with him in a friendly way.

Q. And you went to Mr. Bridgeford's office.

A. Yes, sir ; with Mr. Bangs.

Q. For what purpose ?

A. Nothing particular, only friendly conversation.

Q. Can you swear to the year and the month that this took place, as you say ?

A. I don't know, but I think it was in 1872.

Q. You saw Mr. Bridgeford taking some money out of a drawer ?

A. I saw him take out some money that Mr. Bangs had put in there.

Q. Did you go into the other room with Mr. Bridgeford and see him give the money to Mr. Harris ?

A. Yes, sir.

Q. Did he ask you to go along and see him give the money to Mr. Harris ?

A. No, sir ; I just followed him right in.

Q. Were you accustomed to go into that office ?

A. My business often led me in there.

Q. How far were those rooms separated ?

A. There was nothing but a partition between them. It wasn't more than ten feet, I should say, from the drawer where Mr. Bangs put the money in, to where Mr. Bridgeford handed it to Mr. Harris.

Q. When you got into that other room what did you do ?

A. I just walked about like I was 'tending to my busi-

ness. I had a curiosity to see whether the money was for Bridgeford or Harris. I went to see and I did see.

Q. Did any conversation take place?

A. I couldn't tell you. I saw him hand him the money and I walked out about my business.

Q. Whose office was the money left in?

A. In the boss stone-cutter's office, where Mr. Bridgeford's office was.

Q. How long was it, after it was left in the drawer, before it was taken in to the other office?

A. I couldn't tell you. Not but a little while.

Q. Approximate as near as you can?

A. Oh! It might have been half an hour, or it might have been an hour.

Q. Where were you in the meantime?

A. I was around there in the office.

Q. Were you in the habit of remaining in that office half an hour, or an hour, at a time?

A. Yes; I'd go in there sometimes, and wait around there an hour or an hour and-a-half. My business called me there often, and I had a right to be there.

Q. And what were you doing at that time when you were waiting around to see what you have told?

A. Nothing in particular.

Q. Were not you employed on the works at that time?

A. Yes, sir.

Q. And you had left your work to go there?

A. No; I had the right to be there. My work didn't keep me in one place.

Q. What did Mr. Bridgeford or Mr. Harris say when the money passed between them?

A. I didn't hear anything said.

Q. Are you a relation of Mr. Bridgeford?

A. I'm a nephew of his.

Alderman COWING—That is all.

Mr. COLE (reading)—Tell the story again, Mr. Hoogheick, as you remember it.

WITNESS—Mr. Bangs came on the building, as he frequently did, and we passed the time of day, and I said, "How's the cement business?" He said, "It ain't very good here; Harris wants just about all I can make." Them's the very words he told me. We dropped that conversation, and walked up to the office, and I saw him take a roll of bills out of his pocket and put it in that drawer. He went out, and I staid there 'till I saw Mr. Bridgeford come in, and he took the roll of bills out of the drawer that I had seen Bangs put there, and took it in to Mr. Harris and gave it to him.

JOHN BRIDGEFORD, re-called :

Q. What is the first name of Mr. Bangs, of the firm of Bangs & Gaynor, cement makers, Fayetteville, near Syracuse?

A. Myron Bangs. The firm of Bangs & Gaynor.

HAMILTON HARRIS—"There is not a word of truth in that man's statement. I never received a dollar on the Capitol from anybody."

Q. [Alderman LEWIS, to John Bridgeford]—Have you any other witnesses?

A. Yes, sir—Sylvanus Sweet, John R. Briggs, William Hoogheick, and Alvord, and another cement man; I don't know his first name.

Mr. COLE—Furnish me with their addresses, and they shall be subpoenaed to attend at the next meeting of the Committee.

HAMILTON HARRIS—There will be no occasion for me to be here?

Adjourned to Thursday, November 1, 1877, at 10 A. M.

EIGHTEENTH DAY.

THURSDAY, November 1, 1877.

Present—Alderman LEWIS,
 “ COWING, and
 “ SLEVIN.

The Committee met pursuant to adjournment.

WILLIAM A. RICE, sworn—

By Mr. H. L. COLE:

Q. Where do you reside, Mr. Rice?

A. In Albany.

Q. You were a member of the Capitol Commission, created May 3, 1871, of which Hamilton Harris was Chairman, were you not?

A. Yes, sir.

Q. Who of the Commission took the most active part in the duties of that Commission?

A. I suppose Mr. Harris and myself were the main men who did the business of the Commission. My main functions were in the office; I was Treasurer and Secretary, and Mr. Harris was conducting the work outside. We lived in Albany.

Q. And the other members of the Commission lived elsewhere in the State?

A. No others in Albany.

Q. But came there occasionally—how often?

A. We were to have meetings about once a month, but they were not so frequent.

Q. In point of fact, how often did you get a quorum?

A. I think we had as many as six meetings a year.

Q. With a quorum present?

A. Yes, sir.

Q. Who gave out the contracts generally; who determined upon the contracts given out by the Commission?

A. Well, all large contracts were settled by the Board, reported by the Board. Smaller contracts Mr. Harris and myself gave out, because we were authorized to do the business of the Board in the absence of the Commissioners—the other Commissioners.

Q. Larger contracts you say were given out by the Commissioners in full Board; were they brought before the Commissioners by Mr. Harris and yourself?

A. Yes, sir. They were advertised for, and bids were opened in the full Board.

Q. Was Mr. John Bridgeford Superintendent of the works while you were on the Commission ?

A. Yes. He was appointed soon after I went on there. The title of his office was "Superintendent of Foundation."

Q. Did he continue to be so during the whole term of your office ?

A. No, sir.

Q. You resigned from office, when ?

A. In the winter of 1875.

Q. When did Mr. Bridgeford cease to be connected with the Commission ?

A. Well, I may not be right, but I think it was in the summer or fall of 1874.

Q. Was he discharged ?

A. Yes, he was discharged, by Mr. McAlpine I believe. Mr. McAlpine gave him notice, as I remember, he served it on the Board, that his services were not required any longer on the work.

Q. Who was Mr. McAlpine ?

A. He had originally been appointed as the consulting engineer of the work. He was appointed to that office at the start, but to be paid only when in actual service, and to be liable to be called by the Board whenever his services were required.

Q. Who appointed Mr. Bridgeford originally ?

A. He was on the work when I became Commissioner, but with no particular designation, as I know ; but he was the main man of the work. Soon after, he was appointed to that position as Superintendent of Foundation.

Q. By what Board ?

A. By the first Board.

Q. And afterward Mr. McAlpine informed him that he had no use for him?

A. Yes, sir.

Q. Was it in his usually understood functions to discharge superintendents and foremen in that way?

A. Well, he was authorized to hire the labor, and he claimed that he had this right.

Q. Well, is it your opinion, in point of fact, as a member of the Board, that he had any such right?

A. Well, I don't know, sir.

Q. What is your opinion?

A. I suppose that Mr. McAlpine and Mr. Bridgeford got their appointments from the same source—from the Board. I don't know if Mr. McAlpine in his appointment, if he had the power of appointing and discharging men, whether that would apply to Mr. Bridgeford or not—I don't know.

Q. Well, what do you think about it?

A. Well, I suppose if a man is at the head of a work, his subordinates ought to be under him.

Q. Did you regard Mr. Bridgeford as one of his subordinates? They both took their appointment from the Board; didn't they?

A. Yes, sir.

Q. And yet you think Mr. McAlpine had the right to discharge him?

A. I don't say he had——

Q. Well, what is your opinion?

A. I can't give an opinion.

Q. Well, the Board never discharged him?

A. No, sir.

Q. And you don't know that any commissioner ordered him discharged?

A. No, sir ; I don't.

Q. And Mr. McAlpine was an engineer who was called in occasionally whenever his services were required ?

A. Yes, sir.

Q. How long had Mr. Bridgeford been on the work before Mr. McAlpine discharged him ?

A. Seven or eight years—

Q. Before Mr. McAlpine ?

A. They had been on the work together for some time previous.

Q. Was Mr. Bridgeford a competent man ?

A. I gave him a certificate, that is, I think, as full as could be desired, after this all happened. I don't think he could ask one more ample.

Q. Mr. Harris testified here, the other day, in effect, that Mr. Bridgeford was discharged because he wished to run the work independent of the commission. What do you know on that subject ?

A. Well, sir, I never had any controversy with Mr. Bridgeford, as far as I know.

Q. Do you know of his trying to do anything regardless of the opinion and expressed wishes of the commissioners ?

A. Well, there was a little difference between Mr. Bridgeford and the commission regarding the powers of the superintendent, and he had at one time made purchases which we thought should have been made by the commissioners, and kept in the office, and furnished on requisitions, and he after that ceased to do so and made requisitions on us when he wanted anything.

Q. And after that what did he do ?

A. I never had anything else of difficulty with him ?

Q. Do you know why Mr. McAlpine discharged Mr. Bridgeford?

A. Only I heard him say they could not get along together.

Q. Did you ever hear Mr. McAlpine assign a reason?

A. No, sir.

Q. So far as you know, did you not always find Mr. Bridgeford ready and willing to do what he was told to do by the commissioners or proper authorities?

A. So far as I ever asked him to do anything, yes.

Q. With regard to the contracts that were given out by the Commission, or Mr. Harris and yourself in the absence of the Commission, do you think that in all cases those contracts were given out to the best advantage of the interests of the State? Did you get the materials as cheaply as private individuals could have got the same materials at the same time?

A. So far as I was concerned, we always tried to——

Q. Well, do you think the Commission succeeded in doing so?

A. Yes, sir; we always tried to get them as low as possible.

Q. And the materials were as low to the State as they were furnished to private individuals?

A. Yes, sir; I never made a contract, or knew of a contract being made, where I thought the price was any more than that to private individuals.

Q. Do you not know of any member of the Commission having made any such contract?

A. No, sir; I do not think that I do.

Q. You say that Mr. Bridgeford at one time purchased articles on his own responsibility. What sort of articles do you refer to?

A. Well, I referred generally to the fact that Mr. Bridgeford supposed, at that time, that the Superintendent was the person to make purchases of material, perhaps, but I do not think that his power in that respect had been defined up to that time. Mr. Bridgeford had been in the habit of carrying on the works, and we adopted a new system.

Q. Did this happen repeatedly, or only once?

A. I only remember one case where objection was made. Then, Mr. Bridgeford ceased immediately to order anything except to give a requisition.

Q. Then the Commission found no fault with him except that on that one occasion he exceeded his powers, and when his attention was called to it he ceased to do so?

A. That is so. Of course.

Q. There is no salary attached, I believe, Mr. Rice, to the position of Commissioner of the Capitol?

A. No, sir; not as Commissioner, but I ought to state that there was \$1,500 for the Secretary, which was a special act of the Legislature.

Q. And was there any legitimate way by which a member of the Commission could make money out of the construction of the Capitol.

A. I never found one.

Q. (By Alderman COWING)—Is it not a fact that Mr. McAlpine was appointed general superintendent of the construction of this building, previous to the time Mr. Bridgeford was discharged?

A. Yes, sir.

Q. He was appointed general superintendent by a full Board?

A. Without recollecting particularly, I think he was.

Q. And was acting in that capacity at the time he discharged Mr. Bridgeford?

A. Yes, sir.

SYLVANUS H. SWEET, sworn—

Q. (By Mr. COLE)—Mr. Sweet, what is your full name?

A. Sylvanus H. Sweet.

Q. And residence?

A. Albany.

Q. What position did you occupy on the new Capitol building at the time under the Commission which was organized on the 3d of May, 1871, of which Mr. Hamilton Harris was chairman?

A. Inspector of materials.

Q. Was Mr. John Bridgeford connected with the work at that time?

A. Yes, sir.

Q. In what capacity?

A. Superintendent.

Q. Were you in the habit of furnishing to Mr. John Bridgeford memoranda of the quantities of material delivered by the contractors respectively?

A. Yes, sir. He was furnished from my office.

Q. Well, in what form, or way, did you give him those memoranda?

A. Generally in quantities, monthly deliveries mainly, or when payments were made.

Q. Was it part of his duties as Superintendent of the foundation to have these reports from you?

A. Not particularly so.

Q. Will you please state now for what purpose you furnished those statements to Mr. Bridgeford?

A. Mr. Bridgeford told me it was for the purpose of collecting commissions.

Q. Commissions from whom?

A. From the contractors, as I understood him.

Q. Did you ever know of any commissions being collected?

A. I do not know of any myself.

Q. Did Bridgeford tell you, at the time he got those items or memoranda from you, that he desired to do so for the purpose of finding out what the commissions would be coming from contractors?

A. Yes, sir.

Q. Did he tell you who he paid them to?

A. He told me he paid them principally to Mr. Harris.

Q. And you furnished those items on that representation?

A. Yes, sir.

Q. And do you know anything more about that subject of commissions?

A. No, sir.

Q. You never knew of any commissions being actually paid?

A. No, sir.

Q. Mr. Sweet,—during your connection with the construction of the Capitol, were the contracts which were entered into by the Commissioners, in your judgment judicious, advantageous to the State? Were the materials that were purchased, purchased at market rates?

A. Well—so far as I know.

Q. You have no knowledge that materials were furnished at greater than market rates?

A. No, sir.

Q. Do you know of contracts having been given for brick, at a certain rate, when, in point of fact, the contractor purchased them at the brick-yards at Albany at a greater (?) rate and furnished them to the State at a greater one?

A. I don't know. I can't say.

Q. Were you examined before the Investigating Committees?

A. Yes, sir.

Q. Did you give any evidence on these subjects?

A. I do not remember.

Q. Do you know who was interested in the quarry of the New York Granite Company?

A. When it was formed, I think Mr. Lord and Mr. Briggs, and Mr. Jerome, I think, but I'm not certain about it.

Q. Do you know whether any member of the Capitol Commission was in any way interested in that quarry?

A. Well, I do not.

Q. (By Alderman COWING)—I understand you to say that you have no personal knowledge of any commissions having been paid to Senator Harris?

A. No, sir.

Q. Or any other person?

A. No, sir.

HENRY SMITH, sworn—

Q. (By Mr. COLE)—Will you give your full name and residence?

A. My name is Henry Smith; I reside at No. 7 High street, in the city of Albany.

Q. Do you remember an investigation by a Legislative Committee, into the matter of the construction of the Capitol building under the Commission of which Hamilton Harris was chairman?

A. Yes, sir. I remember of two or three.

Q. Do you remember, during the pendency of any one of those investigations, giving for Mr. John Bridgeford a letter to Mr. Hamilton Harris?

A. I do not.

Q. Do you remember Mr. John Bridgeford and Mr. Hamilton Harris meeting at your office at that time, and the conversation which took place there?

A. No, sir. But I remember, and that is what you probably refer to, the meeting at my house.

Q. Well, now, Mr. Smith, will you be kind enough to state to the Committee, as near as possible, that conversation; in the first place how it came about, if you remember, and then what transpired?

A. Before answering that inquiry I want to respectfully submit to the Committee that that interview did not in anywise pertain to the municipality of New York, or the county of New York, except so far as it is a part of the whole State. I want to respectfully submit that it is not a matter within the scope of inquiry by a Committee of the Common Council of the city of New York.

*Mr. COLE—*Mr. Chairman and Gentlemen of the Committee—this is an investigation, and this part of this investigation goes in the direction of ascertaining whether or not any of the public moneys have been improperly diverted from the public treasury. The city of New York pays about one-half of the moneys which go to the construction of the new Capitol building, and certainly the

city of New York has a direct pecuniary interest in ascertaining whether any of that money was improperly expended. The decisions upon the power of the Common Council of the city of New York to inquire into such matters as these, goes to this extent, that they may go into any matters which may enable them to apply for and procure proper legislation to protect their rights and to perfect their municipal government. If we have been swindled in the construction of the Capitol, the city being a one-half sufferer in that entire swindle, certainly it is within the purview of that decision that we may inquire into the facts, in order that we may appeal to the Legislature for such legislation as will prevent the continuance of these illegal practices. In addition to that, this matter came up in this way: Mr. Tweed testified that he made a corrupt arrangement with Hamilton Harris, at which John Bridgeford was present; whereupon Mr. Harris denied it categorically, and we are now trying to ascertain whether it was true that Tweed and Harris made the corrupt agreement alleged or not; and in that regard these inquiries are pertinent.

Alderman COWING—I reluctantly state what I am going to, for the reason that I may seem to have some some objections to Mr. Smith testifying in this matter. I differ from the opinion expressed by the counsel. I think the Committee has no power to go into questions affecting the Capitol at Albany. I think this investigation should be kept within bounds, and this matter, at this time, coming as it does on the eve of an election, I think has a political aspect which my associates have constantly urged should not in any way come before this Committee in this investigation. Notwithstanding that, if the majority of this

Committee choose to go into the investigation of wrongs committed in the city of Albany, one hundred and fifty miles from New York, and in my opinion in no way connected with the subject matter of investigation, they must take upon themselves the whole responsibility of the matter, and I protest against it on the ground that it is improper, injudicious, and unwise.

Alderman LEWIS, Chairman, after consultation announced the decision of the majority of the Committee that this was properly a branch of the Ring frauds which the Committee were required to investigate.

Alderman COWING—I enter my protest.

(Repeated by Mr. COLE)—Will you be kind enough to state to the Committee, as near as possible, that conversation; in the first place how it came about, if you remember, and then what transpired?

A. I think it was in the month of March or April, 1874; that an interview took place between Mr. John Bridgeford and Senator Harris, at my house; it related to the investigation that was then going on, before the Finance Committee of the Senate, I think it was, relating to the management of affairs in the construction of the new Capitol at Albany; I cannot remember now how the meeting was brought about. It is very possible that the letter which I see mentioned by the reported testimony was written, but I cannot recollect it, nor can I remember what was said between the parties, so as to give the language that was used, or so as to be able to give anything more than the general character of the conversation as it now

rests in my mind. I then was not connected with the investigation as counsel or otherwise, and had no interest other than a desire that the public works should progress, and that these gentlemen, who were my mutual friends, who were both my friends, should harmonize their differences. In the course of the conversation Mr. Bridgeford complained that he was ill-used. He complained that he had been Superintendent of this work ; that he had discharged his duty to the best of his ability ; that he had done all that had been required of him ; that he had been superseded in his position by means that he claimed were not fair, and that whatever criticism there was in reference to the management of the work had been, to use his expression "shoved off" upon him, and he did not think that he ought to stand it. My recollection is that up to within a few months of that time Mr. Bridgeford had been Superintendent of the work, and that until shortly before that, though I cannot attempt to be at all precise about dates, he had been a sort of superintendent in connection with Mr. McAlpine, and, a little before that, had been superseded in that position. It was a sort of co-superintendency. I don't know that he was a subordinate or how that was. Mr. Harris, either by express assent or by acquiescence, conveyed to my mind, as I remember it now, that he acquiesced in those statements of Mr. Bridgeford. He claimed that it was no fault of his that he (Bridgeford) had been superseded ; that he was his friend and always had been ; that it would be to their mutual advantage that they should remain friends and should act together ; that a controversy between them only resulted in the prejudice of both ; that he was willing to do anything in reason that he could for Mr. Bridgeford, and asked him what he wanted. I think

I remember the very answer that Mr. Bridgeford made to that question, in his own language, which was, "You know very well what I want." Mr. Harris replied, "Why! no, I don't. What do you want? Why don't you take some contract? Why don't you take some of those contracts for granite, furnishing granite for this work, and make some money out of this business." Bridgeford replied, "You know very well that I don't want to make any money out of this business. I have lost a great deal of money in it already. My ambition and desire is to construct this new Capitol. I want to be the Superintendent that builds this work. It has been the pride of my life, and will be, to continue in this thing and have charge of this work." And I think he added to Mr. Harris, "You can bring that result about if you are a mind to." Mr. Harris, in reply to that, said that he could not control it. Some parties had taken offence, some Commissioners, as I recollect it, had taken offence at some part that Mr. Bridgeford had taken in some former investigation. I think when he had been examined upon the subject, that there was some personal dislike to him; but as for himself—Mr. Harris, speaking for himself—he would be quite willing to have him restored to that position and, at any rate, he was glad to act with Mr. Bridgeford and continue their friendly relations in the future in reference to this work.

Q. Is that all, sir, that you can recollect?

A. Nothing occurs to me now that is not covered by this statement that I have made, which I do not pretend to give in the language of the parties, but I have given the substance of the interview as I remember it. And as I understood, they separated with the understanding that they were friends and would co-operate in the future

as they both seemed to claim they had in the past. There were particulars mentioned, I think, that I cannot undertake to give the details of now; Mr. Bridgeford mentioning, I think, certain acts of Mr. Harris that he claimed were unfriendly and improper, and Mr. Harris, in turn, criticising some acts of Mr. Bridgeford, not acts of his as Superintendent, but acts of his in some way being a party to inquiries and investigations that had been had.

Q. And Mr. Harris said to him "Why don't you take some of these contracts and make some money out of this business," or words to that effect, and Mr. Bridgeford replied, "You know very well I don't want to make money out of it, I want to be re-instated in my place as Superintendent." Now I will read to you what Senator Harris swore to concerning this conversation, and see if it refreshes your memory :

Q. "Was anything said by you concerning a contract which you were willing to give Bridgeford?"

A. "I remember of Mr. Bridgeford importuning me for a contract and talking about contracts, but I could never have said I was willing to give him a contract."

Q. With that to refresh your memory, state whether your recollection is at all changed or modified. Did Bridgeford at any time in that conversation importune for a contract?

A. Well, I should be very diffident about attempting to contradict any one who spoke from memory of that interview, but I can only say that my recollection is pretty distinct, that the proposition came from Mr. Harris, *i. e.*, the idea of Mr. Bridgeford taking a contract, and my recollection is quite as distinct to the effect that Mr. Bridgeford insisted that he had no desire to make

money out of the work, he only wanted to be Superintendent of the Capitol?

Q. What did you understand Bridgeford to mean by saying that all those matters that were coming out in the investigation were being "shoved off" upon him?—"shoved off" from whom?

A. Am I to understand that that question calls for my understanding of what Bridgeford referred to?

Q. From the tenor of that conversation, and from any other conversations you had had with those parties?

A. Well, more from the knowledge I had of what had been developed on this investigation than from anything said there, I would draw my influence as to what it was that Mr. Bridgeford referred to. I understand him to refer to various matters that were being developed on this investigation. My recollection is that the one subject matter more immediately under investigation at that time was in relation to the delivery, the measurements, the quantity, and the price of cement that came from Bangs & Gaynor. There had been other questions under investigation involving some of the very first principles of the proceedings of the Commission, involving the hiring of the day laborers, the carpenters, the workmen under the carpenters, the lumber, the quantity of the lumber, the sand, the brick, etc., and the testimony, as I read it from time to time, relating to these subjects seemed to show irregularities perhaps.

Q. What kind of irregularities?

A. In reference to the management of the work, and I understood Mr. Bridgeford to refer to these things, and to claim to Mr. Harris that the public mind was holding him responsible for some of those things because he had been Superintendent during the time a portion of those

transactions occurred, while he was claiming that he had always acted, as far as he could, in conformity with the directions of the Commissioners, and should not have the responsibility of them. That was my understanding of it.

Q. Did you know the facts of the Bangs & Gaynor cement contract which was then being investigated?

A. Well, the testimony was being taken along about that time, and the investigation continued after the adjournment of the session of 1874. I believe a sitting, or two, or three, was held during the recess, and it was resumed again in 1875. Most of the knowledge I have in reference to the details of that matter I have acquired from the testimony in both sessions together.

Q. What were the allegations concerning the Bangs & Gaynor contract, which were at that time being investigated?

Alderman COWING—Is that proper to inquire as to allegations instead of facts?

Mr. COLE—-I am trying to find out what circumstances surrounded these parties at the time.

A. I do not know anything about the facts; I neither make cement, nor buy cement, nor use cement.

Q. I wish to find out what was the matter of difference between them, which you, as a mutual friend, was trying to settle up. Now, in that connection, I ask what were the allegations of irregularities which, as Bridgeford said, were being "shoved off" on him?

A. So far as that is concerned, I understood the scope of inquiry of that committee to relate to the management of the work. Early in 1875 I was retained as counsel for

the committee, and acted during that session for them. The scope of inquiry related to the manner in which the work had been carried on, more with a view of ascertaining whether the work had been managed with a view to economy and the proper and the prudent use of the money of the State, than with the view of ascertaining anything as to any personal connection with it by any person, or, in short, it was to investigate the system of doing business by those Commissioners rather than to inquire whether anybody had been engaged in speculation, a project having originated in the Legislature to take the erection out of the hands of the Commission, and put it in the hands of an individual. In view of this, the various contracts made by the Commission came under investigation; the manner in which they were made; whether there was fair competition; whether the measurements were made in a proper manner; whether the contracts were ever complied with as made, and the materials delivered or not—all came under the subject matter of investigation.

Q. Was it not afterward put in proof that large quantities of this Bangs & Gaynor cement which left their place at Utica, in point of fact were taken off at different points along the route, and, nevertheless, the whole amount that started was paid for by the State as if it had arrived at Albany?

A. Yes, sir. If you will allow me to refer to the printed pamphlet I can give the details.

Q. How much was the State defrauded out of in that manner?

A. I do not know how much. Whatever I shall state will be my view of the facts as established by that testimony given before the committee. I did not measure an

ounce of this cement and haven't any personal knowledge about it.

ALDERMAN COWING—I object to the gentleman making a statement of his impressions. We do not want his conclusions, but the simple facts.

WITNESS—I can of course sift out in my mind what is proper evidence. I will only answer what is proper. I cannot say how much the State was defrauded out of in that manner, but I can state the points that were made before the committee on that subject.

Q. From tables made up by yourself from the testimony?

A. Yes, sir.

ALDERMAN COWING—Part of your summing up as counsel to the committee of investigation?

A. Yes, sir.

ALDERMAN COWING—I object. We want the facts, not the gentleman's summing up of his conclusions.

ALDERMAN LEWIS decided that the evidence was admissible.

WITNESS—In reference to this cement, perhaps one thing by way of illustration would give an idea of the character of the questions that came up. One question that arose was as to whether the contracts were fairly made or not; that is, as to whether the canvassing of the bids was conducted in a way that admitted of fair compe-

tition so as to secure the material to the State at the lowest prices. Now it appeared in that case—and about that there was no dispute—that in 1872 these Commissioners advertised for proposals for cement. The terms for proposals required that the cement should be delivered in barrels on the Capitol ground. Bangs & Gaynor's bid was \$1.32. The Howe's Cave Association offered to deliver it in bulk at 98 cents. The contract was awarded to Bangs & Gaynor. They delivered under that contract, which by its terms required that the cement should be delivered on the Capitol grounds in barrels; they delivered 857 barrels, and they delivered 13,063 barrels in bulk, and in '73—

Q. What did they get for that delivered in bulk?

A. \$1.32 per barrel; and in 1873 they continued to deliver in bulk, and delivered 4,377 barrels. They were paid for all this that was delivered in bulk at the rate of \$1.32 per barrel. It was claimed that if it had been intended to allow it to be delivered in bulk, instead of barrels, they should have accepted the Howe's Cave Association's proposition at 98 cents. Then it was claimed that the State had paid the expenses of unloading this cement in bulk, and transferring it to the dock at which it was discharged, and transporting it thence to the Capitol ground. Some of you may be aware that it is quite a hill to ascend to get up there, and the transportation was quite expensive. On the part of the Commissioners, it was claimed that this dock, being a part of the property under the control of the Commission, was a part of the capitol grounds within the construction of the contract. Then there were other allegations.

Q. And they charged extra, besides the contract price

for taking it up from the wharf to the Capitol grounds, on the pretense that the wharf was the Capitol grounds?

A. It so appeared in the testimony, and was not disputed. It is stated here, and the amount given, and not disputed, that the State paid for the transportation of that cement \$2,278.80—from the wharf to the Capitol. Then it was charged that there was a misapprehension of true business principles, in the manner of getting at the quantity of this cement. The bills of lading showed the various boats—canal boats—on which the cement had been brought from some station, above Utica, I think, where it was loaded, but I do not remember the place now, and it was brought on those canal boats and delivered at Albany. The quantity, as it would appear from the accounts, was ascertained by the weight at the weighlock at Utica, and those quantities appear in the books of account, though those same bills of lading showed a lesser weight on the arrival of the boats at Albany, and some of them showed—some of the bills of lading showed—that there was cement on those same boats which had loads consigned to Albany, deck loads consigned to intermediate places, as St. Johnsville, Little Falls, and other places. I thought, as it appeared on those papers, that the State paid for all that left Utica, without discriminating between that and what went to other places. It was also claimed that there were two cargoes that never reached Albany at all. There was no evidence in the papers of their arrival at Albany, although they appeared at some western port to have cleared for Albany. Then there was an attempt to get at the quantity that was actually used, compared with the quantity that had been paid for. Of course this cement was in the work and so far as computation could throw light upon it, it was by taking the various elements

that went to make up a cubic yard of the work and separating them to determine the proportion of each. Up to January, 1874, the State had paid for 72,737 barrels of cement, and there had been used in the concrete, in laying brick and in the foundation masonry, 49,949 barrels, showing as unaccounted for in the work and not on hand, 22,788 barrels.

Q. Have you figured up how much that cost?

A. I have got that figured with two other items that are included. One is, improper payment for barrelling and transportation in 1871, \$2,452; improperly paid for the cement in 1872 and '73, that was to have been in barrels and was in bulk, \$5,929.60. Taking these two items and this amount unaccounted for, shows a loss to the State of \$40,742.56.

Q. And was it alleged at that time, and did it form part of this investigation which was going on at the time of this conversation between Bridgeford and Harris, that in other matters besides this cement, large sums of money had been paid which could not be properly accounted for by the Commissioners? I am trying to get at the circumstances surrounding those two men at the time they had that interview at your house?

A. If the question calls for what was alleged on the investigation, I answer Yes.

Q. That is what I refer to. Now in what other matters was it at that time alleged that there was a very great discrepancy between the material actually received and that paid for—whether as to price or quantity, in general terms?

A. Well, take the carpenter work, for instance. It was alleged that the carpenter and the foreman who had charge of the carpenter work, had not preserved a time

book, or pay-roll, or whatever it is called, or whatever it is, that would show the names of persons who had worked ; that those time-books had not been preserved, but had been destroyed. It was claimed that the contract with the carpenter was that he was to have fifty cents profit on each carpenter. That is to say, the State was to pay him fifty cents more for each day's services than he paid the man rendering the service. Under that, the contracting carpenter was paid invariably at \$4 per day, I think, assuming that he paid his men \$3.50, whereas in point of fact a large portion of the carpenters were paid a much less sum, say \$2.50, and I do not know but less ; so that they had conveyed to him the trust of informing them how many men worked and allowed him to assume \$3.50 were the men's wages when they received a much less sum, and in this way the carpenter received a larger profit than he was entitled to under the contract. Now again, in regard to lumber, it was charged that there was the same inefficiency or want of management there, and while this was to be a fire-proof building constructed entirely of stone or some other incombustible material, there had been expended over \$100,000, I think, for lumber, and that this lumber was not properly cared for. The carpenter was a man engaged in carrying on other contracts, and the lumber was taken to his shop and kept there, without any proper guard or protection to see that there was proper discrimination—to see that the lumber of the State was not confused with his own. It was charged that \$100,000 worth of lumber was a much larger quantity than was consumed in this building. And there were a good many other items, such as nails, which will illustrate it as well as any. It was proved that their books showed that over thirty-six tons of nails had been paid for—as appeared by the books 73,826

pounds—which it seemed to me was a pretty large amount of nails for that building. There was several such items.

Q. The building is composed entirely of stone, is it not?

A. Yes; stone and iron and brick. There were several such items selected from their accounts. There were 195 padlocks, door-locks, which, according to my recollection of the testimony, were not shown to be a necessity for so much locking about this building as was involved in that item. The item of plumbing was criticised. The building then had no permanent gas or water-pipe of any kind in it. The pipe placed there was merely temporary, for the purpose of taking water to various parts of the building where work was going on, and the plumbing bill was \$10,466.11. There was in the bills an item of 6,102 sledge and hammer handles; and an item of 2,114 lbs. of white lead; and one of 199 cedar pails. One of the other items under investigation was the question of granite. That, of course, was the most serious, involving the largest amount of money of any. These items I have just been giving you were taken out more with a view to ascertaining whether the business was carried on so as to protect the State against ruinous extravagance or fictitious charges—but the item of granite was very expensive and therefore one of serious inquiry. The first work in the way of granite, as appeared by the testimony, was that in which it was used in connection with limestone in the foundation of the building. There, according to the testimony, they had advertised for proposals for the supply of an estimated quantity of stone and of granite. I will take the liberty of condensing this instead of going through the details. They advertised for proposals and presented an estimate of quantities and a plan of the work. The estimate of quantities called for about an equal quantity

of limestone and of granite ; that is, between 10,000 and 12,000 cubic yards of granite, and about an equal quantity of limestone. This granite was to be cut for the fittings of a door, or for an arch, or for the face stone of a building. The plan showed an inverted arch, to uphold the tower, which was to be constructed of good limestone and granite, mixed with each other, and involved an expense of \$40 to \$60 a cubic yard, while limestone was worth about \$12 a cubic yard. When the bids were canvassed, as appeared by the testimony, Mr. McAlpine had charge of it and excluded from his consultation, as to some of the items, Mr. Fuller, the architect. All the bids but one were for the granite in quantities and the limestone in quantities, estimated as to prices as in the proposal. Larned & Dickson made a bid to deliver the whole quantity, without discriminating between granite and limestone, at \$24.40, and the contract was awarded to them. Shortly after, this requirement for an inverted arch and consequently this requirement for good granite was withdrawn and the contractor was allowed to furnish limestone almost entirely, whereas the proposal called for about an equal quantity of limestone and granite each. They delivered but a small quantity of granite and the balance was made up of limestone, the effect being to give the contractor who had bid in this way, by the change of plan, \$24.40 per cubic yard for limestone, which was offered to them for, and could have been furnished under their bids, as low as \$12 per cubic yard. It was claimed on that investigation that the commissioners had been derelict in allowing such a contract as that to be awarded and especially as Mr. McAlpine was the engineer, and one of the contractors to whom the contract was awarded was a near relative of Mr. McAlpine. It was insisted that they should

not have allowed a contract which should have admitted of such changes and the payment of so much for limestone. Afterward the contract was modified and Dix Island stone, a sort of granite, was used as a part of the work which would show above the ground or basement. That led them to enter upon the delivery of this Dix Island granite without any contract as to price. We claim that they knew or ought to have known that these contractors had control of the only quarry where this particular color of granite could be obtained, and that consequently when its use had been begun the State would be in the power of the contractors. It resulted, before they got through, in their paying at the rate of over \$100 a foot for that Dix Island stone, and made the expense of the foundation, which was estimated at \$500,000, run up to \$865,324.84; then followed the institution known, I think, as the New York Granite Co. As to that, it appeared that an advertisement had been published and considerable competition existed, and that the New York Granite Co. proposed to deliver the granite from the Yarmouth quarry at 75 cents a foot, which was by far the lowest bid. Well, it was claimed as to that, that it was a bargain that ought never to have been made; that the Yarmouth quarry had never been developed; that there was no certainty as to securing the kind of stone required, and that the effect, had they secured the stone, would have been to have opened and developed the quarry at the expense of the State, established the character of the stone by using it for the new Capitol and leaving the balance of the quarry a very valuable piece of property for the stock-holders of the New York Granite Co. It turned out that this stone was not satisfactory and could not be used, and the contract

was abandoned, they giving the contractor notice that they would not receive the stone; they settled with him, allowing him to retain what was paid, paying him the 15 per cent. drawback reserved by the contract, paying \$2,728 for condemned stone, \$8,853 for stone not accounted for in the work, and \$7,070 for margin. In the business "margin" means an allowance of any estimated quantity outside of the plan line of the stone, so that if a stone was only twelve inches, a cube of twelve inches, it would be measured at thirteen—I mean twelve inches dressed—it would be thirteen in the rough, in every direction, thus pretty largely increasing the price. Then they furnished to Mr. Bodwell the money to buy out the horses, tools and everything, and that, I believe, closed out their connection with the company. As to the Hallowell Company, the questions were raised as to quantities and price, and as to the allowance of this margin, allowing stone to be furnished on the plan line. A question was raised as to the sand. It seemed that the sand was delivered by a contractor who scooped it up out of the bed of the river while he was engaged in deepening the Hudson and improving navigation. There appeared to have been 43,700 cubic yards paid for, while estimating the amount in the work, as was done in the case of the cement, 21,720 cubic yards only were actually delivered; 22,689 cubic yards missing, involving a loss to the State of \$30,625.60 on sand. It was claimed that their transportation account and their dealings with the Albany Railway Company were not conducted properly; that they had a contract with the railway company to haul the freight from the wharf to the Capitol, but before that company had got in operation under its contract, the State had employed and paid teamsters for transporting freight, and then after-

wards the State paid the Albany Railway Company over \$15,000 for that same work, that the company never performed at all, and they at least ought to have known it.

Evidence was given to show that the price paid for that transportation was too much. Evidence also showed that the Albany Railway Company, after they got this contract, raised their capital stock from \$100,000 to \$200,000, and some questions arose as to the manner in which that stock was distributed, but I do not remember that it involved Mr. Harris.

Another very large item was the brick. Brick that were entirely satisfactory could have been purchased at Albany for \$7 to \$8 per thousand, delivered on the Capitol grounds, but they paid \$10 to \$13 a thousand, and most of those brick were delivered by a Mr. John Murphy of this city and Mr. C. F. Southard. It was claimed that these prices were grossly excessive; that there was no fair competition, and that the offer of proposals, or advertisements for bids were only sent to five manufacturers of brick, and all of them below the Highlands, and their stock supplied almost the entire quantity. The estimate that I made at the time showed a loss on brick of \$77,190.25. I made a table at the close of this investigation, which, added to what I have said, will give you as full an idea as I had of the nature of those investigations and the results developed. I made a table to compare the expenditures of 1873, under the Commissioner system, with the expenditures of 1874, under a Superintendent with exclusive power, with the view of ascertaining which was the cheapest system, and, assuming the same quantities of work under each administration, the result was that the work done by the Commission cost \$710,588.91, and the same quantity of work by the Super-

intendent \$462,323.30, making a difference in comparison of the two years of \$248,265.61. It is fair that I should add, however, that it was argued that as between 1873 and 1874 the prices had to some extent declined, but the difference, as you see, is about a quarter of a million dollars.

Q. Now, Mr. Smith, do you know who were active in prosecuting this investigation against the Commissioners, or against this system of Commissioners to which you have referred, at this time? In other words, I mean to ask, do you know whether Mr. John Bridgeford was active in this matter, and whether he was furnishing data to the Investigating Committee?

A. Do you mean the whole time this thing was going through?

Q. Yes. Any time during that investigation?

A. Yes; I think I know that to some extent he furnished information, or made suggestions.

Q. Have you any reason to know whether Mr. Hamilton Harris knew that he was furnishing information?

A. That I do not know, sir.

Q. Did Mr. Harris resign his position as Commissioner during the pendency of this investigation?

A. I think Mr. Harris resigned during the pendency of the investigation; I think in February or March, 1875, about a year after this interview with Mr. Bridgeford. I recollect the circumstance that he resigned while I was conducting the investigation on the part of the Committee.

Q. Did he ever have any conversation with you in regard to the propriety of his resigning at that time; do you recollect, sir?

A. Yes; I think he and I conversed on the subject.

Q. Didn't he ask you what you thought he had better do in view of the investigation, and didn't you tell him he knew perfectly well what your idea was, that he had better get out?

A. Well, I should not say anything occurred in that form. We talked upon the subject, our conversation was as between two friends. I do not think a detailed account of that conversation would throw any light on this investigation. It was more a question of policy as to what he should do than anything else, and nothing transpired in that conversation that might not be taken to sustain the theory of his innocence as any other theory. Some men don't like to stand fire, even if innocent.

Q. He asked your opinion as to whether he should retire under fire or not?

A. No; I don't mean to apply that to him; I merely made use of the phrase as an illustration. I merely say that that conversation would not throw any light on the subject of this investigation.

Q. Now, is it your understanding that, in a general way, this investigation and these allegations which you have testified were being made against the Commission system and perhaps against the Commissioners, was the fight or disagreement which Bridgeford and Harris talked about as being desirous of settling when you were present at this conversation between them. You have testified that something was said about settling their differences and that Bridgeford said that everything was being "shoved off" on him, and that Harris said that he wanted everything to be friendly, and why didn't he take a contract and make some money out of that, and Bridgeford said "No, he didn't want that, he wanted to be reinstated in his position." Now is it your understanding

that the disagreement between these two men arose out of the fact that Bridgeford was furnishing information to this Committee and Harris wanted him to quit it?

A. My understanding was that this investigation was unpleasant—I think I can say safely perhaps that it was unpleasant—to both parties, and both preferred it should not go on, and both parties seemed to agree, at the interview I spoke of, that it was their mutual interest to go in a friendly manner and not be fostering an examination or investigation of these affairs. Neither went into any detail of the matter, according to my remembrance. I thought Mr. Harris was coy in the answers he made with reference to the future Superintendency when pressed by Mr. Bridgeford. The point he was driving at was that he should have the opportunity to finish the work he had begun and he desired that without any wish on his part to make money out of it. The question as to whether any one had made money out of it was only incidentally mentioned when Mr. Bridgeford said he had lost a good deal of money by furthering it since its commencement and he had done so because of his ambition to build the Capitol of the State of New York.

Q. Can you fix, approximately, the date of that conversation?

A. I should say about the first of April, 1874. It may have been later than that, but it was about that time. Now, I ought to be allowed to add, I think, in reference to these figures I have given, that I was the counsel retained by the Committee and I acted with a view of carrying out the purpose they had in view, and that, as I understood it, was to develop the proposition as to whether this work had been prudently done or not, whether there was a wastefulness in expenditure of money or not, than

of criticising any particular individual's management. I stated then, as I am willing to state now, that in my judgment these figures demonstrated that more than \$1,500,000 of the money appropriated at that time had been needlessly wasted in the construction of that work.

Q. Do you think it demonstrated any absolute frauds?

A. Well, of course in such a thing as this there are various considerations growing out of it. It was a new building, a large building, a work of greater magnitude than our mechanics were accustomed to. I cannot say I think there was—yes—well—I don't know—yes—I think there was either a fraud or a mistake, and a very big one. I have no doubt that in some respects there were some frauds, cheating in these measurements, weights and expenses of material, and somebody made money out of them. I did not go into that. I did not go farther than they employed me. I did not feel disposed to volunteer any labor for the public good, and I never tried to find out who they were who perpetrated the frauds.

Q. (By Alderman LEWIS)—You stated these were the alleged facts. Who were these allegations made by?

A. These statements that I have submitted here were such results as appeared to me to be established by the testimony of the witnesses that have been called on that investigation. A great many witnesses have been examined. I think the evidence in the investigation covered some 1,500 printed pages, and this is a summary so as to bring it together to show in quantities and amounts the results of the testimony of the witnesses as I claimed them to be. The committee after this investigation was closed, made their report, which will show the view they entertained. I do not remember what it was now. They went somewhat over the facts established, and concluded with

a recommendation abolishing the commission and putting it in the hands of a single person who should be a practical mechanic.

Q. (By Alderman COWING)—This is a portion of your summing up before the Committee, is it not?

A. In so far as it purports to give the results of the testimony, it is taken from the summing up.

Q. And is predicated upon your view of the evidence taken before the Committee?

A. Yes, sir.

Q. Have you the summing up of the gentleman who had the honor to oppose you?

A. No; I have not that here.

Q. He took a different view?

A. Oh! yes; there was a very wide difference. He seemed to have the fullest confidence in the Commissioners and their management.

Q. When this testimony was being taken before the Committee, was it not from time to time published in the daily press of Albany?

A. I think in a very abridged form.

Q. Sufficiently to acquaint the public with the purport and results of the investigation?

A. I suppose so—those who read the reports.

Q. So that your testimony will be nothing new to the good people of Albany?

A. Not if they have read it already.

Q. If they read this they would not be any wiser than they were before?

A. Not if they had read it before, and remembered it.

Q. They have had a chance to read it in that condensed pamphlet form—your summing up of results—have they not?

A. Yes, sir.

Q. Was it not a fact that after this was published Mr. Harris was nominated and elected to the Senate in your county?

A. Yes, sir.

Q. Then, with a full knowledge of all the facts stated here, the good people of that county elected Mr. Harris to the honorable position of a State Senator?

A. Well, there's a good deal in that question. I don't want to take the responsibility of saying on oath that they are all good people, or that they all read my speech, and were conversant with the facts.

Q. But he was elected?

A. Yes; he was elected, and served; and, I think, is a State Senator now.

Q. And what you have stated here to-day has been accessible to the people of Albany county, to any one who would take the pains to read it?

A. Yes, sir.

Q. (By Mr. COLE)—What are your politics, Mr. Smith, as politics have been brought into this investigation?

Alderman COWING—I object to that.

Alderman LEWIS—The question does not seem a pertinent one.

Mr. COLE—Very well, it is withdrawn.

WITNESS—That relieves me.

Mr. COLE reported that a subpoena had been served

upon S. J. Davenport, a needed witness, the proper mileage paid to him, and his promise obtained that he would appear; notwithstanding which he had not appeared.

The Committee directed the counsel to have a writ of attachment served upon the recalcitrant witness. Writs of attachment were also ordered to be procured and served upon other witnesses who had been summoned and failed to appear.

Alderman COWING moved that when the Committee adjourn, it adjourns until Thursday, November 8, at 10 o'clock A. M.

G. W. MILLER, of Albany, announced himself as the counsel of Mr. Hamilton Harris, and requested, in the interest of his client, that the investigation into his alleged improper acts should be, if possible, terminated before the election on November 6th.

Alderman COWING withdrew his motion.

The Committee then adjourned until Saturday, November 3, 1877, at 11 o'clock A. M.

NINETEENTH DAY.

SATURDAY, November 3, 1877.

Present--Alderman LEWIS,
 " COWING, and
 " SLEVIN.

SAMUEL J. DAVENPORT, SWORN—

Q. (By H. L. COLE, Esq., Assistant Corporation Counsel)—Did you enter into a contract with the Capitol Commissioners during the time that Mr. Hamilton Harris was the Chairman of the Commission, to lay "scrimshaw" in the new Capitol?

A. Well, I'm not certain whether Mr. Harris was chairman or not. I entered into an arrangement with the Commissioners.

Q. When was that?

A. In 1871.

Q. Was it a verbal or a written contract?

A. Written.

Q. Who was it signed by?

A. I think Hamilton Harris and William A. Rice.

Q. At what price per yard did you contract to lay the "scrimshaw?"

A. At \$2.50 a yard.

Q. Was there anything said between you and anybody

concerning that contract, that you should allow anything for margin or commission on that contract?

A. Nothing for commission. It was supposed that I would either subscribe or give something toward some running expenses. I knew nothing of what it would be.

Q. With whom was that understanding, that you would subscribe or give something toward running expenses, made?

A. Mr. John Bridgeford.

Q. Now, as nearly as possible, will you please state what your bargain with Mr. John Bridgeford was?

A. Well, it's so long since, I can hardly state what the tenor of the conversation was.

Q. Just as near as your recollection will now serve you?

A. I think it was in the middle of summer the question was asked me by Mr. John Bridgeford what I could cover the court-yard for to a certain depth, and I told them it would be \$2.50 a yard. After that was covered along some time afterwards, Mr. Bridgeford asked me, "What can you cover the others for?" and I said, "For \$2.50 a yard if we are not detained or delayed on the work; and says Mr. Bridgeford, says he, "What will it cost." "Well," says I, "the actual cost of the work itself will be about twelve shillings per yard." "Well," Bridgeford says, "Why?" Says I, "That is if the stuff can be delivered and the yard kept clear." And Mr. Bridgeford says, "If the stuff is to be delivered outside the building, we will furnish you help to haul it in the building." The stuff was delivered; we were delayed to some extent, but the work was pursued through the Fall.

Q. That is hardly responsive to my question?

A. That is about the conversation.

Q. You said, as I understood you, there was some un-

derstanding between you and Bridgeford that you should pay something toward running expenses. Now, what did you understand him to mean?

A. I don't know what—nor did I ask.

Q. Did you arrange with him to do so?

A. I expected to do so. I understood that I would be called on, but what shape it would come in I didn't comprehend.

Q. And you can state no more nearly than that how you came to arrive at that conclusion that you were to be called on?

A. Only the conversation between us. There was nothing said of how much it would be.

Q. But he told you that you would be called on?

A. He supposed I would.

Q. Did he say who would call on you?

A. No, sir.

Q. Or what those running expenses were?

A. No, sir.

Q. Did you understand that meant legitimate expenses in building the Capitol?

A. Well, I supposed some expenses for legitimate expenditures, or entertaining the Legislature. I couldn't say what.

Q. Did you consider money paid by a contractor on the building for the purpose of entertaining the Legislature a legitimate expense connected with the building of the Capitol?

A. That I do not know.

Q. Did you consider it so?

A. I did not stop to consider it.

Q. Do you consider it so, now?

A. I don't know whether it would be or not.

Q. That's the best answer you can give to that—you don't know whether it would be legitimate or not?

A. Yes, sir.

Q. Did you ever, in any way, comply directly or indirectly with this understanding between you and Bridgeford, that you should pay something toward the running expenses?

A. That I'm unable to say, the way the——

Q. Answer my question, please. Did you ever, in any way, comply, directly or indirectly, with this understanding between you and Bridgeford, that you should pay something toward the running expenses?

A. I can't rightly say I—that is——

Q. You mean that you do not understand what I mean by the question? Will the stenographer repeat the question?

[The question was read to the witness.]

A. [After long hesitation]—Not that I know of.

Q. Now, wouldn't you know, in point of fact, whether you had or not? Isn't that a matter within your own personal cognizance; one that you must know?

A. What we can think and what we know is two different things. Along a while afterward I met Mr. Bridgeford, some time after the work was done and in talking over the matter I was requested to buy some iron stock of Mr. Randall—and I done so.

Q. Who were you requested by?

A. I was requested by Mr. Bridgeford to see Mr. Randall, and buy the stock.

Q. And was anything farther said than that, in that conversation, why he wanted you to buy the stock?

A. The only thing he said about it was, "The mine is undeveloped; it may some time be a good thing."

Q. And did you buy the stock ?

A. I did.

Q. How much stock did you buy ?

A. I don't know exactly ; some \$8,000 worth.

Q. Did you pay par for it ?

A. I did.

Q. Do you recollect what it was ?

A. It was Champlain Shore and Corning.

Q. Have you got that stock now ?

A. I think I have.

Q. Did you know anything about the value of it at the time you bought it from Mr. Randall ?

A. I did not.

Q. You paid par for it, without knowing its value, because Mr. Bridgeford, or he asked you to ? What is the value of that stock now ?

A. That is more than I am able to say.

Q. You never received anything out of it in the way of dividends or anything of that kind ?

A. I never have.

Q. Do you know whether or not there ever was any market value for that stock, or any price attached to it ?

A. No, sir ; I do not ; I heard it at the time spoken of by several as eventually it would be a good thing.

Q. (By Alderman COWING)—Was it not said that Wm. Tweed had put \$100,000 into that company ?

A. Not to my knowledge.

Q. Do you know who this stock actually belonged to ?

A. No, sir.

Q. Did Senator Harris have anything to do with it, indirectly, or directly, so far as you know ?

A. No, sir.

Q. Did he solicit you to buy it ?

A. No, sir.

Q. Had no connection with it?

A. No, sir.

Q. Did you ever pay Harris any commissions?

A. No, sir.

Q. Did he ever solicit any commissions from you?

A. No, sir.

Q. Did you ever have any consultation or conversation with him about commissions?

A. No, sir; I have done other work since for the Capitol at the same price.

Q. Are you aware at this time that there was an investigation before a Committee of the Senate in 1875, or about that time, in which this whole matter of the Capitol building was investigated?

A. I know there was an investigation going on.

Q. Do you not know that the Senate Investigating Committee, after taking some twelve hundred pages of testimony, unanimously reported in these words: "And in this investigation, as in the investigation of the affairs of these Commissioners, we find nothing involving the personal integrity of the Commissioners." Don't you know the Committee so found?

A. Yes, sir.

Q. (By Mr. COLE)—Did you testify before that Committee concerning this stock transaction?

A. No, sir.

Mr. COLE requested the Chairman of the Committee to give Mr. Davenport a note to protect him from the service upon him of a writ of attachment placed in the hands of the Sheriff of Albany County, inasmuch as Mr. D. had reported here and testified without waiting to be compelled by the said writ.

JOHN L. RANDALL, sworn —

Q. (By Mr. COLE)—Where do you reside, Mr. Randall?

A. At Albany.

Q. What is your occupation?

A. Mining iron ores.

Q. Do you know Mr. John Bridgeford?

A. I do, sir.

Q. Do you know Mr. S. J. Davenport?

A. I do.

Q. Do you remember selling Mr. Davenport some \$8,000 worth of iron stock at some time?

A. Yes, sir; \$8,500 worth.

Q. When was that?

A. It was on the—well, the sale was made on the 23d of January, 1872, but the stock was not delivered at that time.

Q. When was it delivered?

A. The next day.

Q. What stock was it?

A. Well, I have a memorandum I made at the time. Perhaps I had better be allowed to tell the thing as it occurred.

Q. You had better answer my questions. I will bring it all out.

A. It was "Champlain Shore and Mountain Co." stock and "Corning Iron Ore Co." stock.

Q. How much of each?

A. Forty-five shares of the first—Champlain Shore stock—and forty of the other—Corning Iron Ore Co. stock.

Q. What did he pay you for it?

A. He paid me par; one hundred cents on the dollar.

Q. What was the value of the Champlain stock at that time?

A. There was no market value to it at that time.

Q. No quotations?

A. No quotations.

Q. Now I want you to tell the whole transaction; how you came to sell him that stock and all about it?

A. On the 22d day of January, 1872, Mr. Bridgeford called to my house and said to me that Mr. Davenport wanted to buy some stock and I had better let him have it, and Mr. Bridgeford said to me that the money that Davenport would pay me was to go to Hamilton Harris, and I remarked to Mr. Bridgeford, "Well," said I, "John, I wouldn't do it; I wouldn't do such dirty work for any one." "Well," said he, "I've got to do it, John," meaning me, "or I've got to get out." "Well," says I, "then I'd get out." That was the substance of the conversation, and I agreed to let Davenport have it when he called for it. On the 23d—it was the next day—Mr. Davenport called at my house and said, "Have you any iron ore stock that you want to sell?" Said I, "Yes; how much do you want?" "I want," said he, "\$8,500 worth. I don't want to take it to day, but I'll pay you a part of the money now, and when I pay you the balance I'll take the stock." So he laid down on my desk fifty-five hundred dollars, and I gave Mr. Davenport a receipt, which I have here and which I will read:

"Received, Albany, January 23, 1872, of S. J. Davenport, \$5,500, being a payment on eighty-five shares of iron ore stock, amounting to \$8,500, said stock to be delivered to him, and to consist of 45 shares of Champlain stock and 40 shares of Corning ore stock. [Signed] JOHN L. RANDALL."

[Exhibiting receipt.] That don't look very fresh, as it has been worn considerable.

Mr. COLE—[exhibiting the document just read to the preceding witness]—

Q. Mr. Davenport, as you are still here, will you please state if that is a veritable paper?

A. [After examination]—I should say it was.

Q. You know about that, do you not?

A. I recollect there was some such paper passed. I would not swear that is the identical paper.

Mr. COLE—Mr. Davenport says he has a very sick child at home, and he wants to get away. I ask that the Committee decide if he is to be discharged now or not?

Alderman COWING—He had better wait a few minutes until his witness leaves the stand.

Mr. COLE—Very well—[to Mr. RANDALL]—Go on, sir.

Witness, resuming:

When Mr. Davenport paid me the \$5,500 I gave him this receipt. On the 24th of January, the next day, he called on me and gave me \$3,000 more, and I then gave him a receipt on the back of this receipt for the \$5,500, as follows:

“Received, Albany, January 24, 1872, from S. J. Davenport, \$3,000, being the balance of the \$8,500, as mentioned in the within receipt. [Signed] JOHN L. RANDALL.”

I gave him the stock and made a memorandum of the numbers of the certificates :

No. 385. Twenty-five shares Champlain Shore & Mountain Co.

No. 174. Twenty shares Champlain Shore and Mountain Co.

No. 30. Twenty shares Corning Iron Ore Co.

No. 31. Twenty shares Corning Iron Ore Co.

After I had drawn this receipt and delivered the stock, I said to Mr. Davenport, "Davenport, inasmuch as I have delivered the stock to you, this receipt is now of no use to you and I'd like to keep it as a memorandum," and he said "Very well;" and that is the way it comes in my possession.

Q. Well, now, what did you do with the money you got for that stock?

A. I took the money over to the Capitol grounds, and I went in Bridgeford's office. He was then Superintendent, and I laid the package of money, containing the \$5,500, on his table.

Q. What day was that?

A. Well, I don't know. I'm not apt to keep money long by me, and I think it was within an hour or two, perhaps, after I had received it. I went out of the office, and as I went out Bridgeford walked in and took the money, and I did the same with the other, the \$3,000.

Q. When did you put the \$3,000 on Bridgeford's table?

A. Well, I think it was on the same day that I received it. I had no safe in my house, and so wasn't in the habit of keeping any considerable sum long by me.

Q. Whose iron ore stock was it that you sold?

A. It belonged to me, sir.

Q. (By Alderman COWING)—Whereabouts did you say you resided ?

A. In Albany.

Q. How long have you been in the city of New York this time ?

A. Well, I was subpoenaed to be here Thursday last.

Q. You have been here since then ?

A. No ; I have been up in Westchester County, to visit some friends.

Q. You are a friend and intimate acquaintance of Mr. Bridgeford, are you not ?

A. Our relations have been quite intimate for a number of years, say since 186—.

Q. And they are now ?

A. Yes, sir ; they are.

Q. And you have expressed a deep sympathy for him, in this chamber, on several occasions, have you not ?

A. No. I don't think that I have "a deep sympathy," but I think he has been shamefully abused in all this matter.

Q. And because he has been abused, as you think, you sympathize with him ?

A. Well, I do think that he has, and I have been abused through him ; I——

Q. And because you have been abused, it is then, that you have that sympathy ?

A. Not at all. I——

Q. Was Mr. Tweed interested in this company ?

A. He was in one of them, at a time.

Q. At the time these transactions took place ?

A. No, sir ; not at all.

Q. And you were very intimate with Mr. Bridgeford when this stock sale took place ?

A. Yes, sir.

Q. You have said that this stock was yours; now how were you to get your pay for it?

A. Mr. Bridgeford was to return to me the same amount of the same kind of stock.

Q. And this was an accommodation to Mr. Bridgeford?

A. Well, of course it was. It could not be otherwise I had no interest in it farther than you know of.

Q. Have you any personal knowledge whatever that any of this money went to Mr. Harris?

A. I have not.

Q. All you know of it is what Mr. Bridgeford told you?

A. All I had to do with it was until I put the money on his desk after what I have told you.

Q. And you have no further personal knowledge?

A. Merely hearsay, from Mr. Bridgeford.

[At this point the witness S. J. Davenport was, by order of the Committee, formally discharged.]

WM. A. RICE recalled—

Q. (By Mr. COLE)—You were sworn at the last meeting were you not, Mr. Rice?

A. Yes, sir.

Q. You were a commissioner on the commission of which Hamilton Harris was chairman?

A. Yes, sir.

Q. During the pendency of the investigation by the Finance Committee of the Senate, in 1874, into the management of the construction of the new Capitol, did you ever hear John Bridgeford charge that he had collected moneys from contractors and paid them to any commissioner as dividends or profits, or in any shape?

A. Yes, sir; I think I have heard him say so frequently.

Q. Now, what commissioners did he say, to you as commissioner, that he had paid dividends which he collected from contractors?

A. I think he always said he had paid Mr. Harris money. I think I will say also, furthermore, for myself, that he paid me some money.

Q. Do you know of a conversation that took place during the pendency of that investigation, wherein you, Commissioner De Wolf, and Mr. Bridgeford were present, in which Mr. Bridgeford said that he had paid you and also Hamilton Harris money—commissions he had obtained from contractors?

A. Yes, sir.

Q. And do you recollect what Mr. De Wolf said then, when he was informed that you and Mr. Harris had received commissions from contractors?

A. He was indignant, but I don't remember his remarks.

Q. Do you recollect that he said, "You ought, all of you, to be placed in the State prison?"

A. I don't recollect those words. He was very indignant about it, I know, but I don't remember his words.

Q. Now, Mr. Rice, did you and Mr. Hamilton Harris, shortly after that time, resign from the commission during the pendency of that investigation?

A. I resigned in 1875.

Q. Well, was it during the pendency of this investigation and after this conversation in which Bridgeford charged you both with receiving money illegally?

A. Yes, sir. I think it was.

Q. Now, was it subsequent to this conversation in which, in presence of Commissioner De Wolf, he charged you and Hamilton Harris with these illegal practices, that you

gave Mr. John Bridgeford the letter of commendation which has been read in evidence here?

A. I think it was, sir.

Q. Well, now, did you ever receive any money from John Bridgeford as commissions or profits growing out of your position as Commissioner?

A. No, sir; I never considered they were in the way of commissions.

Q. Did you receive any money at all from him?

A. Yes, sir. In the early part of the enterprise there was money raised on various occasions. Citizens raised money at many times. There were various outgoes and various expenses that were borne by the citizens. I contributed to them at various times. Mr. Bridgeford, as far back as 1870 or 1871 gave me some money; said he gave it to me. I knew nothing of where it came from. I didn't know but it was his own money. I supposed he was willing to contribute to those expenses.

Q. He handed you money at various times, while he was Superintendent and you Commissioner?

A. Yes, sir.

Q. He did not owe it to you?

A. No, sir.

Q. But said he gave it to you?

A. He said he gave it to me, sir.

Q. When those accusations were made, in this conversation when Mr. Commissioner De Wolf was present, did you deny that commissions had been received?

A. No, sir. "Commissions"—I never called them commissions. I never knew about a commission.

Q. But you knew you and Harris had received money out of the Capitol, in some shape or other?

A. I did not deny that Mr. Bridgeford had given to me, previously, various amounts of money.

Q. Well, did you make it plain to Mr. De Wolf that this was a mere present?

A. Mr. De Wolf could never have understood from me that I had the remotest idea where the money came from.

Q. Was it subsequent to that Mr. De Wolf was indignant?

A. Yes—he was indignant.

Q. Why was he? Why did he express his indignation if there had been nothing wrong in these transactions?

A. Well, he saw the impropriety of a Commissioner accepting any money at all from the Superintendent.

Q. But you didn't see it at all?

A. No, sir; I did not see it at the time.

Q. Now, having refreshed your memory on that conversation, can't you remember what Mr. De Wolf said on that occasion? Didn't he say how you should be punished?

A. I don't—I can't recollect any particular expressions. I know he scolded about it.

Q. And after that you and Mr. Harris resigned during the pendency of this investigation?

A. Yes, sir.

(By Alderman COWING)—All the testimony in this case before the Investigating Committee had been taken and submitted before you resigned, had it not?

A. I think so.

Q. Did the testimony taken at that time include what has been stated to-day, and what you have read has been heard before this Committee?

A. In reference to myself?

Q. Yes?

A. No, sir.

Q. Did it include Mr. Harris' testimony, in substance as given here, with regard to the payment and receipt of money; was that included in the evidence given before the Senate Investigating Committee?

A. Yes, sir; I think all his testimony was in the proofs.

Q. Well, in the face of this testimony, did the Senate Committee find there was nothing involving the personal integrity of the Commissioners?

A. They so reported.

Q. Well, didn't they find that as a fact?

A. Yes, sir; that is what they said in their report.

Q. That was part of their report, wasn't it?

A. Yes, sir; I think it was.

Q. Was not the reason that you resigned, you and Mr. Harris, because—on account of this discussion—it was thought by the people of Albany that the appropriation would be jeopardized by your staying in the Commission?

A. Well, there was some talk of that kind, but I don't know that that was the reason of my resigning; I had wanted to resign for years back.

Q. Because there was so much talk and expression of adverse opinion?

A. Well, we both wanted to resign long before we did, but we didn't like to resign while the investigation was going forward?

Q. And you put it off until the investigation was completed, or nearly so?

A. Yes, sir; I did.

Q. And I understand you never have received any commissions as Commissioner from contractors?

A. Never, sir.

Q. And you were not aware that any money you received from Bridgeford he had received as commissions and was paying you as commissions?

A. I never knew where he received the money.

Q. And the money was not profits paid to you, but was to reimburse you for money you had spent on matters connected with the Capitol building?

A. I considered it was to reimburse the moneys that had been expended.

Q. (By Mr. COLE)—Did not Mr. John Bridgeford accuse you, before Commissioner De Wolf, of receiving money from him which he had received from contractors?

A. Well, I—

Q. Was not that the accusation?

A. He might have said that.

Q. And you did not at the time deny it?

A. Well,—I want that understood—I had not known up to that time—that was the first time I heard him say that he collected the money.

Q. You knew it then?

A. Yes, sir.

Q. And you knew he accused Mr. Harris of the same thing?

A. Yes, sir.

Q. Were any of those accusations against any member of the Commission, against their personal conduct, brought out before the Investigating Committee; or did not they confine themselves to the system of the Commission? Did

they enter into the question of the personal conduct of the Commissioners at all?

A. I do not remember that they did.

Q. Don't you know that Bridgeford did not go before that Committee, and don't you know that, after the accusations were made in the presence of Commissioner De Wolf, you two Commissioners resigned, under threats that, if you did not resign, this whole thing would be brought out before the then sitting Committee? Now, isn't that the truth?

A. Well, I didn't resign on that account, because I considered that my connection with this thing, or having taken this money, was a thing that should have driven me from the Commission.

Q. But those allegations that either you or Mr. Harris had received commissions, percentages, or profits, were not made in any shape before that Investigating Committee, were they?

A. I don't remember that they were.

Q. Well, don't you remember that they were not?

A. I don't know whether there were any against Harris or not; there were not against me.

Q. And you do not remember any against Mr. Harris?

A. I do not.

Q. Why was it, in your opinion, that you two Commissioners remaining in the Commission would jeopardize the appropriation?

A. I didn't say it was my opinion.

Q. I thought you did; pardon me. I shall not press it. It was not in response to any question of mine. Were you present, Mr. Rice, when this testimony was taken before the Finance Committee of the Senate?

A. Almost always.

Q. Did you hear Mr. Henry Smith's summing up argument in that case?

A. No, sir; I did not.

Q. (By Alderman COWING)—Did you hear Mr. Hale's summing up on that investigation?

A. Yes, sir; I think I was present when he made his argument.

Q. He summed up and answered Mr. Smith, didn't he?

A. I think Mr. Hale made the first speech; I'm not sure.

Q. He was in behalf of the Commission, was he not.

A. Yes, sir.

Q. And after they had heard Mr. Smith's summing up and Mr. Hale's summing up, the Committee found there was nothing against the character of the Commissioners?

A. Yes, sir.

Q. And their inference was drawn from the testimony?

A. Yes, sir.

Q. (By Mr. COLE)—But none of this testimony concerning the taking of commissions and making profits out of it was before the committee at all?

A. Not concerning me personally.

Q. (By Alderman COWING)—Did not Senator Harris testify concerning the use of money for outside purposes?

A. I think he did.

Mr. COLE reported to the Committee that he had issued two writs of attachment for Mr. E. R. Seward and Mr. Learned—of Learned & Dickson, who were required as witnesses, but the server in whose hands those writs had been placed had not yet reported on them. It had also, he said, been found impracticable to obtain the

attendance of another witness, Mr. Bangs, for whom a writ of attachment had been obtained, as would be explained by the officer.

Officer VALLES reported—The writ for Mr. Bangs was placed in my hands. I went to Syracuse, and thence to Mr. Bangs' house and place of business, a little way from the city, but could not find him. His wife told me he had gone to Ogdensburgh, in relation to some cement he was to receive there.

WILLIAM A. RICE [returning to the witness stand]—I'd like to make a further explanation.

Mr. COLE—Certainly, sir. If the Committee have no objection.

Mr. RICE [resuming]—As there has been nothing said about the amount of money paid to me, I think it's as well that it should be said how much it was, so that it shouldn't be supposed to run up to hundreds of thousands of dollars.

Q. (By Mr. COLE)—Actually then, Mr. Rice, how much did you get?

A. \$1,500 at the different times.

Q. (By Alderman COWING)—That was a portion of the \$8,000 Mr. Harris received for that fund, wasn't it.

A. I don't know where it came from.

Q. Mr. Harris swore that there were about \$8,000 received and spent by you and the other commissioners—now wasn't it part of that?

A. I don't know.

Q. (By Mr. COLE)—How was it spent?

A. I can't say now—I was somewhat in politics at the time, and there was a good deal spent that way.

Q. Spent in politics?

A. There was some spent in trying to elect members of the Legislature who would be favorable to giving us appropriations.

Chairman LEWIS announced the Committee adjourned to November 12, at 11 o'clock, A. M.

TWENTIETH DAY.

MONDAY, November 12, 1877.

Present—Alderman LEWIS,
 “ COWING,³
 “ SLEVIN

Mr. COLE remarked, that Mr. E. R. Seward had been served with a subpoena to be present this morning at 11 o'clock. The officer, it appeared, had served Mr. Seward, but that gentleman had gone to Albany and possibly had been detained there, so as to prevent him from being present.

HENRY F. TAINTOR was then re-called, and examined by Mr. Cole, as follows:

Q. Mr. Taintor, I have been furnished by the Finance Department with a statement of the payments which have been made to you for your services, so far rendered, in working up the statistical evidence in the matter of the Ring frauds. It appears that you have received \$73,750.54, of which sum \$7,410 was paid as salaries for your assistants, etc. Will you be kind enough to state to the Committee what services you rendered in the premises?

A. I assume that that statement is correct. I saw something similar to it published in the newspaper, some time since.

Q. What do you think about its correctness?

A. I assume that it is correct. I don't dispute it.

Q. Look and examine it, if it appears to you to be correct?

A. I have no doubt of it.

Q. State what was the nature of those services for which these payments were made?

A. I would like to ask the Committee concerning this matter. I am unprepared to answer these questions just now. I would like to ask the purpose for which these questions are put to me. I can give the Committee, if they desire it, a history of the whole thing. There was received by me, for instance, \$66,000, nearly \$10,000 of which was paid for clerk hire and expenses; which left me about \$10,000 or \$11,000 a year, on an average, for the six years I was employed. If the Committee desire me—that is, if the payments to me are the subject of investigation—I prefer, before answering any of these questions, to prepare myself a little as to the details, so as

to be able to specify what labors have been performed, and what the result of those labors have been. I think that is but fair and proper.

Q. \$10,000 or \$11,000 a year?

A. Yes, sir; I don't think it averaged more.

Q. (By Alderman COWING)—For every year, do you mean?

A. I don't think it would amount to more than \$10,000 for every year.

Mr. COLE—I think it would be more satisfactory if Mr. Taintor would prepare a detailed statement of these matters.

Mr. TAINTOR—I should prefer to do so; but I shall not be able to furnish it this month, as I have to go out of the city. I want to make a general résumé of this whole matter, as I have noticed some criticisms in the papers, with regard to it, of a censorious character; and I think it is only proper that a full history of it should be given.

Q. (By Mr. COLE)—Are those charges which are detailed in the schedule all the charges which you have against the city for services in the Ring suits?

A. They are up to June—no, up to January of this year—with the exception of one, two, three or four suits. I have forgotten now; that is my memory.

Q. Are there any bills in addition to those?

A. There are no other unpaid bills.

Q. Except some three or four of which you speak?

A. No, sir.

Q. What are they?

A. They are the suits against Connolly, Walsh, and Tucker, and I don't think I have ever put in any charges for my services in the case against Coman. They did not amount to anything.

Q. You still have in your possession a number of warrants and vouchers of the City of New York?

A. I have in my custody vouchers and warrants in connection with the Ring frauds, which embrace \$30,000,000, and which I have analyzed.

Q. They are in your possession?

A. Yes, sir; they are in the safe belonging to the city. They are nominally in my custody.

Q. By order of the Comptroller?

A. Yes, sir.

Q. You have made elaborate analyses and tabulations of all these Ring matters?

A. I have, to quite an extent.

Q. Are they in your custody, too?

A. They are, sir.

Q. Do you regard them as having been paid for by these payments which have been made to you, or not?

A. I have regarded them as paid for, up to the extent that there have been trials against the city.

Q. Whose property do you think they are?

A. They are partly the property of the city, and partly my property.

Q. Do you have exclusive control of them?

A. I have.

Q. Suppose that the Comptroller should desire to defend these suits, or others, would he have access to those papers?

A. Most certainly he would. They could be examined by him or by the Finance Department, or any of the

officers or heads of the departments of the city government. I have been ready and willing to furnish any information, at all times where it could be effective; but there is a large number of papers, and it is necessary to preserve them, in the present condition of some of the suits in which they may be used.

Q. But they are at all times accessible to the officers of the city for their inspection?

A. Yes, sir, by permission.

Q. And by the Law and Finance Departments?

A. Yes, they are under the control of the Finance Department.

Q. And you regard them——

A. I have answered the question.

Q. What question?

A. The question you are about to ask me.

Q. How do you know what question I was about to ask you?

A. I divined it.

Mr. COLE—Well that is curious; but it renders further questioning on that point superfluous. Do you consider yourself now in the employ of the Finance Department?

A. I am in the employment of the Finance Department of the city, but I receive no salary. My compensation is regulated according to the services rendered in each suit. That is the basis of my arrangement with the Finance Department.

Q. And that arrangement continues under the present Finance Department?

A. Yes, sir.

The Committee thereupon adjourned until 2 o'clock on Saturday next, November 17. And subsequently adjourned until 11 o'clock on the Monday following, November 19, 1877.

In consequence of the Chambers being occupied on Monday, 19th inst., by a Committee of the Board of Aldermen to canvass the late Election Returns, the investigation was further postponed until Wednesday, the 21st inst.

TWENTY-FIRST DAY.

WEDNESDAY, November 21, 1877.

Present—Alderman LEWIS.

“ COWING.

ANDREW J. GARVEY, having been called to the stand, testified as follows :

Q. (By Mr. COLE)—What is your name ?

A. Andrew J. Garvey.

Q. Where do you reside ?

A. I reside at No. 7 East Forty-seventh street.

Q. What is your business ?

A. I was a plasterer and decorator of buildings, and in the general building line when I was in business.

Q. Are you in business now ?

A. No ; I have not been for several years.

Q. Did you perform any services or furnish any materials for any of the public buildings of the city and county of New York from 1867 to 1871 ?

A. I did a very large quantity of work in those years.

Q. Were you ever a party to an arrangement with any of the officials of the city and county of New York, the result of which was that you received moneys which you did not earn in your business?

A. I have not myself received money which I did not earn, but there was money received which was not legitimately earned in that way. I cannot state the amount to you.

Q. With whom did you have the first arrangement of this nature?

A. It was in the spring of 1873, when I had some conversation with a committee of the Board of Supervisors.

[At this stage of the proceedings Messrs. Woodward and Ingersoll entered the chamber and were sworn as witnesses, and told to be in attendance to-morrow morning at 11 o'clock.]

Q. When and with whom did you make this corrupt arrangement?

A. In the spring of 1867 I received an order from a committee of the Board of Supervisors to finish the new County Court-house and to furnish the materials needed for the work. Soon afterward I had an interview with Mr. Tweed on the subject, and arrangements were made with him that he was to receive 15 per cent. of what I got on my contract. Soon after that I saw Henry Smith, and he said, "That is all right." That 15 per cent. was for the Supervisors.

Q. Under that arrangement with Tweed what was done?

A. For the next few months there was 15 per cent. added to the bills, and the work was pushed along until

January, 1868, when the payment of the percentages drifted out of my hands into E. L. Woodward's, who, with Watson, appeared to have control of all matters connected with bills against the county. At that time the percentages was 15 per cent., but they gradually raised it from 15 to 40, 45, 55, and, finally, in 1867 or 1870, it was raised to 65 per cent. I continued to work along all those years—working with a large force of men upon the armories and drill-rooms as well as on the new County Courthouse and the various public buildings of the city whenever an order was given.

Q. In the first instance you paid that percentage to Tweed in person—how long did that continue?

A. Only for a short time.

Q. And afterwards to whom?

A. To Woodward, with the understanding that it should be divided. Woodward told me that there were five people interested in those percentages.

Q. Who were they?

A. Of my own knowledge I don't know.

Q. Who did he tell you?

A. Connolly, Sweeney, Tweed, Hugh Smith and Hall.

Q. What Sweeney?

A. I cannot tell, but I presumed at the time that it was Peter B.

Q. What did he tell you?

A. I could not tell you, Mr. Cole, which of the two it was meant for, if I was crucified. Henry Smith also intimated that Oakey Hall had something to do with it.

Q. Is that the five?

A. Yes, sir.

Q. They were Tweed, Connolly, Sweeney, Smith and Hall?

A. That is my recollection.

Q. Did he tell you how and in what proportion the percentages were paid to each one of these five?

A. No, not at that interview; but I had subsequent conversations with him. I think, in 1870, the proportions were, as he told me, 20 per cent. to Connolly, 5 per cent. to Watson, the same to Sweeney, 5 per cent. to himself, and 25 to Tweed.

Q. And that arrangement lasted how long?

A. It lasted all through 1870.

Q. And from 1867 through 1870 you paid those commissions to Woodward?

A. No, from January, 1868, until the summer of 1870.

Q. When you paid to Woodward how did you do it?

A. As I told you, Watson and myself had full control. I usually accompanied him to the Board of Supervisors. He always asked me for the check of 65 per cent. I have all the checks still in my possession. He had all the percentages made up. After that, he went to the Bank to deposit the checks. Woodward then left in the morning. He was frequently pressed for time to catch the afternoon train.

Q. Now, Mr. Garvey, the total amount deposited by you in the Broadway Bank during that time you have sworn in the affidavit which is before me to be \$1,177,413.72. Of that amount there was retained by you \$397,798.53, and you have estimated the work actually done by you and the materials furnished at \$264,660. Now, there is a difference between the amount which you say you actually retained, of \$133,138.58—how do you explain that?

A. I can explain that.

Q. How do you explain that discrepancy?

A. In the spring of 1870 there was a contest in Albany

about the charter, and, as far as I can understand, at that time nearly everybody, as Mr. Tweed has testified, who did any business for the city, was called upon to contribute to this fund—I, in common with the rest. I subscribed \$60,000. The work for which we required to be reimbursed was actually done, and the wages for the men were due and earned. There was some work done also for Walter Roach, and some work for Tweed, Connolly, and others; and the amount necessary to pay that outlay would more than offset the difference between the amount at which I estimated the value of the work done by me and the amount I retained. Woodward and Ingersoll asked me the amount it probably would require to liquidate the bills for the work done, outside of the city work, and I made a memorandum of it in accordance with the figures I have given. I received \$397,798.53. They told me that the bills must be so arranged that 25 per cent. would have to be added, so as to make me entirely square. I had two or three interviews with James Watson, in which I complained of the increased charges, but he said to me that I must do what Watson and Ingersoll told me. I spoke to Woodward again, saying how much better it would be if we could get along smoother than we had done in regard to those bills.

Q. In point of fact the warrants paid to you by the city amounted to \$1,177,413.72?

A. Yes, sir; I have the checks.

Q. And you did work for the city, according to your own estimate, amounting to \$264,660; now, the balance all represented in one way or another a corruption fund?

A. Unquestionably it did.

Q. All of it was paid out to Woodward to be distributed to members of the "Ring," except \$64,000?

A. I had no way to get it back again but that. That is true.

Q. Did this include the work which you did for individual members of the "Ring" on their private property?

A. It included some work done for Roach, Woodward, Tweed, and money advanced which had to be got back.

Q. You did some work for Connolly on his residence at the corner of 130th street and Fifth avenue for which warrants were issued to the amount of \$248,406, of which you received \$119,972?

A. Yes, sir.

Q. Tell us what work you did on Connolly's house at that time on which you charged \$248,406?

A. It was a large, handsome, double house, of 40 or 50 feet frontage, with an extension and a handsome coach-house in the rear. I had to leave the city before it was completed.

Q. What was the value of all the work you did on that house at the then current prices—what would be the fair value of the work done on that house at the then prices?

A. Between \$50,000 and \$60,000.

Q. Then the difference between \$50,000 and \$60,000 and \$248,406 was the amount of the steal in that affair?

A. That was the condition of the affair.

Q. The warrants were issued to you?

A. I received from Ingersoll \$119,772.

Q. Now, the difference between the real value of the work done and the \$119,000 went into your pocket?

A. Yes, sir.

Q. Now what do you know in you own mind that connected Peter B. Sweeney with those Ring frauds?

A. From occasional remarks made by people here in those days—Watson, Woodward and others—my impression was that he was concerned with those matters.

Q. What did you hear?

A. I was told that Peter B. Sweeney was concerned in them—he was so reported among others.

Q. Do you recollect any conversation with any members of the Ring, or their go-betweens, which made you come to the conclusion that Peter B. Sweeney was the man?

A. I remember once having a conversation with Tweed on the Fifth avenue—there was some work that was honestly done and had not been paid for. He told me to go and see Sweeney, and to tell him to pay that bill or to sanction its payment—to tell Sweeney that that bill should be paid as quickly as possible.

Q. What did you do?

A. Connolly, also, told me the same thing substantially, but I was requested not to tell Sweeney that he sent me. I went to his house and sent in my card. His brother came and saw me, when I told him that there was about \$30,000 standing unpaid. He said, "Go down town tomorrow and I will see that you have an interview with Peter." James got me the interview, when Peter B. told me: "You ought not to be short of money, you have received a great deal of money." "Yes," said I, "but I have had to pay a great deal out." "Well," says he, "I will see about it." Soon afterwards the bill was paid.

Q. Do you think of anything else?

A. I think there was another bill of the same character in the succeeding spring. It was held back and I went to Mayor Hall about it. Mr. Hall said he would have to

take that bill to Albany, and ask Peter B. Sweeney about it.

Q. You mean Oakey Hall?

A. Yes, sir; there was some hitch about that bill—at any rate after some delay that also was paid. Hall seemed to be dissatisfied about something.

Q. What did you understand that Hall was dissatisfied about?

A. That he had not got any percentage on it—that was the remark as near as I can recollect it.

Q. Subsequently you say that that bill was also paid?

A. Yes, sir.

Q. Who told you about that?

A. James H. Ingersoll told me.

Q. Did you ever have any direct intercourse with Connolly?

A. I did.

Q. In reference to those matters?

A. Yes, sir.

Q. Please tell me what passed between you and Connolly in reference to them?

A. At the time I complained to Watson and Woodward about increasing the bills, I spoke to Connolly one day, and he shook his head and said, "Garvey, the Legislature is very expensive—it has cost us \$1,000,000." He said that, if I knew of the immense percentages that were paid on those bills I would be surprised.

Q. What else?

A. Substantially it left me under the impression that they had no other election than to fix the bills in that way. I also recollect a conversation that I had with Connolly three days after Watson's death. Watson's office, in his life time, and Connolly's were right adjoining,

and communicated by a door. After his death they had the partition taken down. Connolly called me in and asked me to fix up the walls and obliterate all trace of the partition, and said: "Garvey, I have done the best day's work to-day I've done in my life. I have succeeded in getting hold of Watson's book, giving a list of his payments, and I have put it out of the way."

Q. A list of his payments?

A. Yes. I retouched the walls and fixed them up at his request.

Q. Did you have a conversation with Connolly with regard to paying a warrant on one occasion—did he tell you to go and see Bill King about it?

A. Yes, sir.

Q. Tell me what that warrant was for?

A. I remember the circumstance well.

Q. Well?

A. That warrant was to pay for a variety of work done on various public works throughout the city. There was a charge in reference to the Croton Aqueduct. I took the warrant to King and out of it I only received 25 per cent. I met Mr. King that afternoon, and he told me that he had just been over to see Connolly, and had paid him. He said that the old fellow laughed all over his face when he got the money. Those are his very words.

Q. You say that a portion of the work done and materials furnished which you charged against the city were actually done and furnished for members of the "Ring" on their private houses?

A. Yes, sir.

Q. You have already spoken of one bill of \$248,000—do you remember any other bills of that sort?

A. I don't remember any individual's bills, but I remember doing work for public officials in those days.

Q. Tell me the public officials for whom you did work which you charged the city for—tell me the names of the men?

A. Must I tell you their names?

Q. I want to know specifically what public officials you did work for or furnished materials for which you charged the city government and received money from the city government, instead of receiving it from the persons for whom you did the work—as near as you can remember?

A. It will be almost impossible to tell you definitely?

Q. You must try to name them?

A. I did some work for Henry Smith at Amsterdam in this State. I did some work also for Judge Barnard of the Supreme Court.

Q. You sent no bill to Judge Barnard, and you got no money from him?

A. No, sir; I frescoed his house in this city.

Q. What else?

A. I did some work for Woodward.

Q. When and where?

A. At his place in Connecticut.

Q. How much work did you do for him?

A. From first to last, about \$20,000.

Q. How much for George Barnard?

A. About \$1,000.

Q. How much for Hugh Smith?

A. Probably all told, under three thousand dollars.

Q. Who else?

A. I did some work in 1870 and 1871, when I was paid a large amount of money for work, for Tweed; but I did some work that I was not paid for.

Q. How much did you do for him for which the city paid you?

A. It would not be possible for me to tell you now.

Q. About how much work of this kind did you do altogether?

A. I think when the whole would be footed up, it would amount to about \$200,000.

Q. Can't you separate Tweed's figures from those of the three other persons—how much did you do for him that he did not pay you for, as far as you now can remember?

A. I can't do so—I can't remember.

Q. Give me an idea about it—the best idea you can?

A. The prices charged were very high in those days; I suppose it might be \$90,000, or more than that.

Q. I want you to give me your best information?

A. I can't tell you more definitely—it is so many years ago.

Q. Who else did you do work for?

A. I did a great deal of work for R. B. Connolly.

Q. Can't you give me an idea of how much?

A. About \$38,000 or \$40,000. I did some work in Park avenue for him; I built an addition to his stable, and on three houses of his children in Brooklyn.

Q. Give me the names of those children?

A. Mrs. Hutchings, Mrs. Fithian, and his son J. Townsend Connolly.

Q. What was the amount you did on those three houses?

A. I think the aggregate was something under \$40,000 at the prices in those days.

Q. Can you separate what you did for him and what you did for his daughter and son-in-law?

A. I cannot.

Q. What did you do for the houses in Brooklyn?

A. It was comparatively trifling.

Q. What did you do?

A. Some superficial repairing, kalsomining, etc.

Q. Who employed you to do that work?

A. On Mrs. Hutchings' house in Thirty-eighth street I did work which Mrs. Hutchings said that her father would pay for. I also did work on that occupied by Mrs. Fithian, and about a few hundred dollars' worth on the house occupied by his son, J. Townsend Connolly.

Q. Is that all you can think of?

A. I fitted up the house in West Thirty-eighth street, between Fifth and Sixth avenues.

Q. From whom did you get your orders?

A. From Mrs. Hutchings. The house belonged to Connolly, but Mrs. Hutchings resided there. It was done by her father's orders.

Q. Who made the bargain with you?

A. I received my orders from Mrs. Hutchings.

Q. And you charged the city for the work?

A. No; I made out the bill to R. B. Connolly when the work was done, and James Watson gave me a check for the amount on the Central Bank with a request that I would get it cashed and bring back the money to him for Connolly. I did so and put the money in an envelope and gave it to Woodward with the bill receipted.

Q. That was the only payment you ever got for that work?

A. There was no other way to get my bills through.

Q. Who else, Mr. Garvey, did you do work for under those conditions?

A. If I don't answer what will you do with me? Well, I did some work for John Fox.

Q. Tell us all about it?

A. I did some work for him in Long Island which amounted to some hundreds of dollars.

Q. How many?

A. Not more than \$1,000. I did some work, also, on his house in Morris street, and one or two other little things.

Q. In the aggregate, what did it all amount to?

A. I do not exactly know—it will be a little over \$3,000 and under \$4,000, perhaps.

Q. Was that also absorbed by your bills?

A. I got square about it, out of the profits of my business, after some little time.

Q. Who else did you do work for under these conditions—I want to know the name of every man?

A. I don't recollect now very well, I would have thought over the matter if I had known that I was to be questioned on these points. If you suggest the names yourself, it might help me.

Q. I don't know anything in the world about it—I am trying to get my information from you—I want you to tell me the names of every man you did work for which you charged the city?

A. I have given you them all pretty nearly—Hugh Smith, George Barnard, Woodward, Roach, Tweed, Connolly and family, John Fox, and some other little things. I don't think there was anything of great consequence except those.

Q. Tell me the things that were of little consequence?

A. I cannot think of anything just now.

Q. Do you think that you have enumerated the names of all you did work for under those conditions?

A. I did a little job for Andrew Blakely—it was a

small job, and I believe that he would have paid for it if I had asked him.

Q. Where was it?

A. It was a little job on the Boulevard. I never took any account of it.

Q. What was the job?

A. It was to run cornices in a few rooms.

Q. How much did it amount to?

A. Not more than three hundred dollars at the outside.

Q. Did he employ you to do that work?

A. I don't think he did; never kept any account of it.

Q. Did you get square on this also?

A. I think that job was done gratuitously. Blakely did not ask me to do the work; it was more a matter of friendship than anything else.

Q. Was it understood when you did the work that it was a matter of friendship?

A. I think he thought so. I think he would have paid for it in a moment if I had asked him.

Q. What else do you know?

A. I do not think of anything else.

Q. Do you think you have stated all?

A. I think I have to the best of my recollection.

Q. If you can think of any one else in addition to those you have named I shall ask you at a subsequent stage to state it?

A. I shall do so with pleasure, but I can't think of any other name just now.

Q. Were there any other members of the Board of Supervisors at that time, that you did any work for?

A. No; I don't think that there was.

Q. What real estate did you have in 1871, Mr. Garvey?

A. I had some lots in Thirteenth street, a small house,

I think, and a stable, and the house I live in ; some lots in Madison avenue, and a house in Fiftieth street, and some lots on the Boulevard which have become almost valueless in consequence of the depreciation of property.

Q. Does all that property stand in your name ?

A. No, sir.

Q. When did you dispose of it ?

A. About the time of the Ring exposures I was advised to go away by Roach, Smith and others, and I transferred it to my brother. He transferred it to my wife afterwards.

Q. You say about the time that the Ring frauds were brought prominently before the public, you were advised to go away ?

A. Yes, sir.

Q. How long did you stay away ?

A. Only a few weeks.

Q. State under what conditions you returned.

A. I came back quietly. Some of my friends had an interview with Mr. Charles O'Connor, during my absence, and made an arrangement with him, in pursuance of which I returned and saw him. He said that if I would come forward and state all things honestly and truthfully, of which they were to be the judges, no harm would come to me in any shape or form.

Q. Did you understand that to mean that the amount you had overcharged would not be required of you—did you understand that the arrangement with him covered that ?

A. I presumed that it covered everything.

Q. Did that arrangement with the city lawyers, or city counsel, or those who represented the city—did you understand that it gave you an immunity in that matter ?

A. I presume that it was to cover me against all proceedings—to protect me. I had no explanation on that point. I never got anything but what I earned.

Q. Both financial and criminal proceedings?

A. Yes, that was the condition.

Q. That was a verbal arrangement?

A. Yes; that was enough. I would as soon have Mr. O'Connor's word as his bond.

Q. Undoubtedly, so had I. Well, I want you to give your understanding about the matter?

A. Yes, that is my understanding.

Q. When were you subpoenaed to testify before this Committee?

A. I think it was in the latter part of last week.

Q. Have you conversed with any body in regard to the testimony you were to give to-day?

A. Nothing but just this—yesterday Wheeler H. Peckham—

Q. I don't mean with counsel?

A. No, not with a living soul. Mr. Peckham wrote me a letter on the subject. He told me to come forward like a man, and tell all I knew. I had no conversation with any body else in the world. I might have spoken to my wife, but to no other living being.

Q. (By Alderman COWING)—How much money have you been instrumental in drawing from the city?

A. The amount is, I think, \$1,177,000.

Q. You have drawn from the city in the aggregate \$1,177,000—was that all?

A. No, there were other warrants to meet bills in my name.

Q. I want to get at the aggregate amount that you have

drawn from the time that you commenced doing business for the city—in which there was any fraud?

A. That would be impossible.

Q. Can't you approximate it?

A. I cannot do so.

Q. Was it \$5,000,000?

A. No, sir.

Q. Was it \$3,000,000?

A. No, sir.

Q. Was it \$2,000,000.

A. Perhaps it might have been \$2,000,000.

Q. How much were you instrumental in drawing from the city that was fraudulent?

A. It would be impossible for me to tell you.

Q. How much would you think. There was one item of \$800,000 in the Board of Audit that was paid out in percentages?

A. Yes, sir.

Q. Do you think you drew out one and a half millions of dollars?

A. It amounted to some hundreds of thousands.

Q. Did it amount to one and a half millions?

A. I should think it did, in the sum total; but during all those years there was a great deal of work done, much more than people have any idea of. I could not state how much of it was actually paid to me and how much went to members of the Ring. I was used to pull the chestnuts out of the fire?

Q. How many chestnuts, expressed in dollars and cents, did you draw out?

A. About a million and a half.

Q. Did you do any work for individuals not connected

with the City Government from whom you received your pay through the city?

A. No, sir; I never did. If I did, I would tell the Committee.

(By Mr. COLE)—I would be glad if you will refresh your memory as to any persons, official or otherwise, for whom you did work for which the city ultimately paid?

A. I can't tell you now. I don't recollect of any body. I think I have a fair memory and I can't think of any body. Alderman Cowing has already asked me about those bills. There was a great deal of work done for the city. Mr. Tweed has frequently told me to try to have the work well done. He was the only person who ever took any interest in the matter.

Q. Besides those dividends or commissions, or whatever you call them, that you paid to members of the "Ring" and others, did you make any presents to officials or others, to control patronage during those years?

A. I subscribed for presents to various officials, but it was voluntary. We had the patronage already; but it was the fashion to make presents at that time, and I did so with the others.

Q. To control patronage?

A. No, it was the fashion to do so. Everybody was doing it. So I made presents with the others; but whether I did or not, it made no difference as to the patronage, I think.

Q. To whom were they given?

A. There were subscriptions got up for silver sets to various persons; besides which, we had to pay into the fund to be used at Albany to influence legislation. Ingersoll subscribed \$50,000; Keyser and Miller \$25,000

each; and, as Mr. Tweed says, everybody that did business down there had to subscribe, and they got it back in the same way that I got mine back.

Q. That was to control the passage by the Legislature of the Tax Levy and the Charter?

A. Yes, sir.

Q. And Connolly told you that the grand total amounted to \$1,000,000?

A. Yes, sir; that is what he told me. I was told to get a messenger to carry \$100,000 up there, and, as Tweed has testified, I give it to my brother to do so.

The investigation was then adjourned until 11 o'clock the next day, the 22d inst.

TWENTY-SECOND DAY.

THURSDAY, November 22, 1877.

Present—Alderman LEWIS.

“ COWING.

“ SLEVIN.

Mr. LEWIS, the Chairman, called the Committee to order, when the following testimony was given:

JAMES H. INGERSOIL was then called to the stand, and interrogated, as follows:

By Mr. COLE:

Q. State your full name, age, and residence?

A. James H. Ingersoll, 21 years of age, residence at No. 21 East Seventy-third street.

Q. What is your occupation?

A. Nothing at present.

Q. What was your occupation in the year 1867?

A. I was dealing in furniture and chairs, etc.

Q. When did you first begin to furnish furniture and other merchandise to the city and county of New York?

A. In 1867.

Q. You were a member of what firm in 1867?

A. Ingersoll, Watson & Co.

Q. Subsequently, in the year 1867, you withdrew from that firm and formed another copartnership?

A. Ingersoll & Co.

Q. State under what circumstances you withdrew from the firm of Ingersoll, Watson & Co., and entered into business on your own account?

A. The old firm did not wish to do any business with the city and county on the terms proposed, and I thought it was a good opportunity and I entered into the arrangement myself.

Q. Did the old firm object to do work for the city?

A. No; but there was a certain percentage required, and they objected to do business in that way. So I made the arrangement to do it myself.

Q. With whom did you make this arrangement; what was the arrangement, and under what circumstance was it made?

A. The first arrangement was made in 1867 by which I was to pay 35 per cent. on all bills that I presented.

Q. With whom was that arrangement made?

A. With William M. Tweed and Woodward.

Q. Did William M. Tweed or Woodward approach you with that proposition, or did you propose it to them—how was that?

A. I offered to make the arrangement with him. You might say that I approached Tweed.

Q. Tell us how it was?

A. I told him that I would like to do the work, and that the old concern did not wish to do it; and the whole matter resulted in my getting the work after my agreeing to pay 35 per cent. on the bills; but I was sent by him to Woodward.

Q. You told him that your firm was not prepared to do business in that way?

A. Yes, sir.

Q. You started the new business under the name of Ingersoll & Co.?

A. Yes, sir; but there was no company.

Q. What was the reason of your taking the name of Ingersoll & Co.?

A. I cannot tell exactly, now.

Q. Was it not part of the arrangement that the new firm should take the same name because it sounded so much like Ingersoll, Watson & Co., that you hoped the difference in the name would not be noted?

A. One reason was, that there were various clerks employed, and I did not want them to know about it.

Q. Did the old firm pay any percentages at all?

A. No, sir.

Q. Did they give any thing to the city officials for getting contracts.

A. No, sir.

Q. So that the beginning of your giving commissions

or percentages was in consequence of the arrangements made between you and Tweed and Woodward ?

A. Yes, sir.

Q. Did you manufacture the goods ?

A. No, I had them manufactured.

Q. And you added enough to the real bill to pay the percentages required by the members of the city government that comprised the Ring ?

A. Yes, sir.

Q. How long did that arrangement to add the 35 per cent. continue ?

A. I cannot give the dates, but I know it continued for some time.

Q. It began about January, 1868—did it not ?

A. Yes, sir ; the first payments came in then.

Q. And it went on through the years 1868, 1869, 1870, and on down to the latter part of July, 1871, according to this schedule that you have certified as correct ?

A. Yes, sir, I presume that is so.

Q. How long did the 35 per cent. continue ?

A. I cannot tell from memory.

Q. Look at that schedule and see how long that 35 per cent. lasted ?

A. (After looking at the paper). Say the 15th of September, 1868.

Q. And then was there another arrangement ?

A. There was ; but the 35 per cent. lasted longer on what were called the regular appropriations, but in September, 1868, there were claims paid which were put in under the head of "adjusted claims." The discount on these was 55 per cent.

Q. With whom was that new arrangement made ?

A. I think it was made with Watson.

Q. Whom did Watson represent?

A. He represented Connolly and himself.

Q. How long did that 55 per cent. last?

A. That was paid on all that class of claims.

Q. Down to the end?

A. Yes, sir.

Q. Have you any idea what you actually did, in good faith, furnish to the city and county government during those years—I mean the amount of work and material in dollars and cents, and at market rates?

A. I don't know.

Q. Give us your best judgment on that point?

A. I think I paid out a million dollars for goods.

Q. Which were delivered to the city and county?

A. Yes, sir.

Q. Exclusive of what you charged to individuals?

A. I did not do much in that kind of business.

Q. Do you think that you actually furnished to the city and county authorities goods of the proper value of a million dollars?

A. Yes, sir.

Q. During all those years?

A. Yes, sir; I have no doubt, but I could get bills of goods that I have paid for to that amount.

Q. When you purchased goods, did you purchase them to the best advantage?

A. Yes, sir; and bought them where I could buy them best and cheapest.

Q. How much money did you receive in the city? One schedule shows the amount of the bills to be \$3,549,329.18; but that does not, by any means, include all. Certain payments were made to you under certain fictitious names,

besides those which were made under your own name, were there not?

A. Yes, sir.

Q. What names were they?

A. They were vouchers under the names of A. Gregg & Co.; C. D. Boller & Co.; A. G. Miller; Halsey & Co. I think that is all.

Q. Wherever those names occur in the schedules, and payments are charged against them, they really meant you?

A. Yes, sir.

Q. Take those schedules and foot up all the amounts that have been paid to you, and to the fictitious names who represented you—and give me the sum total?

A. That will take some time to do. Mr. Taintor has had that already figured up.

Q. With whom did you make the second arrangement for the fifty-five per cent?

A. That was made with Mr. Watson, I think.

Q. And he represented himself and Connolly?

A. Yes, sir.

Q. Who else of the city officials or members of what we call "The Ring," did you have any communication with, with regard to those matters—any direct communication? Do you connect Connolly with them?

A. Yes, sir, and you might add Woodward.

Q. Tell me all you know about that?

A. I had no direct communication with Connolly until 1871, after Mr. Watson's death. I then had transactions with him myself.

Q. Tell us all about your connection with Connolly—in the first place what part of the percentages did he receive?

A. I think I paid to him 10 per cent.—the 20 per cent. shown that he received, I never paid him. That was before Watson's death. The bills I paid myself were 10 per cent.

Q. And you were in the habit of paying him ten per cent. on the warrants yourself?

A. Yes, sir.

Q. And that was during what part of the time?

A. During the year 1871.

Q. Prior to that how did he get his percentage?

A. Through Watson.

Q. Among whom were these percentages divided?

A. At first it was between Tweed and Connolly; but afterwards it was Tweed, Connolly, Woodward, and Watson—when it came to the Board of Audit in 1870.

Q. That was the arrangement under the Board of Supervisors of which you have been speaking?

A. Yes, sir.

Q. When it came to the Board of Audit how was it?

A. There was an extra 10 per cent. paid to Watson, which went to Sweeney.

Q. Which Sweeney?

A. It was paid to James M. Sweeney.

Q. Always?

A. I once took a package in the Chamberlain's Office, and Peter B. Sweeney was sitting at a table writing. I laid the package down, and told him that that was from Watson, and went off.

Q. Was that his dividend?

A. That was 10 per cent. on some warrants.

Q. Was there a memorandum in it?

A. Yes, sir; there was always a memorandum put in the envelope with the money.

Q. What was the nature of the memorandum?

A. It was a statement of the amounts of the warrants, and who they were drawn to. The money was counted out, put into an envelope, and a memorandum with it.

Q. That was one time you saw Peter B. Sweeney—do you recollect any other time when you went into that office?

A. That was the only time.

Q. (By Alderman COWING)—Did you tell him that that was for Peter B. Sweeney?

A. I left it on the table.

Q. Did you tell him that Watson had sent it to him?

A. No; I did not say that.

Q. You did not tell him that it was for James M. Sweeney?

A. No; I went in there as an accommodation to Watson.

Q. And you handed the package to him?

A. No; I took it to the Chamberlain's office and laid it on the table. I walked in and said that Watson had sent me in with that.

Q. What did Sweeney say?

A. I do not think he said anything.

Q. Did he take it up?

A. I cannot remember whether he did or not.

Q. Did he ask you any question as to who it was for?

A. No; he did not say anything that I could remember.

Q. Was there any memorandum on the package to indicate that it was for him?

A. No; when these packages were made up there was the letter "S" written on them.

Q. Was there anything on the package to indicate that it was for anybody else?

A. No; what was in the package—if the proper party got it—he would understand all about it.

Q. Would anybody else understand it?

A. No, I think not; but I remember the next day after delivering the package Watson asked me to whom I gave it, and said, “You will get us all into trouble; you should not have given the money to the Squire (which was the name we gave Peter B. Sweeney), you should have given it to James M. Sweeney.” I replied that, “I thought it was the same thing;” but Watson retorted, “You have no business to think.”

Q. Did Peter B. Sweeney make any remark at all?

A. I don't think he did make any remark; he might have said “all right,” or something like that.

Q. State, as near as you can, what you told him—give us your best recollection of what you said?

A. I can tell you nothing more than I have already—that Watson had sent me with this, or that this was from Watson.

Q. And you handed it to him?

A. No, I think he was writing, and I laid it down on the table.

Q. And went away?

A. Of course, I went away—went back to the Comptroller's office.

Q. Did you ever hand any money at any other time to Peter B. Sweeney when James M. Sweeney was present?

A. No, I don't remember, but I have been with Watson when he has handed money to James M. Sweeney, when P. B. Sweeney was at the door.

Q. Don't you think you are entirely familiar with all

that went on in regard to the division of those fraudulent dividends?

A. I think I am.

Q. Who do you think got the money—Peter B. Sweeney or James M. Sweeney?

A. From what I heard from members of the Ring, at the time, my impression is that Peter B. got it.

Q. Did you have any doubt in your mind as to who got the biggest part of it?

A. My impression is that he did, but I don't want to testify to any thing I don't know. Watson never mentioned Sweeney's name; he always spoke of the Chamberlain's office, in connection with the dividends.

Q. Did you understand that the Chamberlain's office meant Peter B. Sweeney?

A. Of course.

MR. COLE here read an extract from an affidavit made by Ingersoll some years since, in which he says that "on at least two occasions" he paid money personally to Peter B. Sweeney, and asked witness:

Q. Is that true?

A. There were two occasions in which——

Q. Answer my question. I have just read you an extract from your affidavit—is that true?

A. It was true to the best of my knowledge and belief at the time when I made that affidavit—that I had given this money to Peter B. Sweeney; I believed that to be the fact, but I have since learned that that could not be, as he had gone to Europe; and that was in the summer of 1870. Therefore, I could not have made that payment to him then. The first time, I am inclined to think, was in the early part of June, or in the early part of May. That I distinctly remember; but the second time it could

not have been as I stated in my affidavit, for he had gone away.

Q. What do you mean by saying, "at least on two occasions?"

A. That is all that I could swear to. That was the best of my knowledge and belief at the time.

Q. With the exception of that correction you have nothing else to correct in that affidavit?

A. No, sir. I supposed when I made the affidavit that the fact was as I have stated; but when I found that he was not in the country I knew that I must be in error.

Q. Have you any doubt of this part of the affidavit (reading)—"Sometimes the share of Peter B. Sweeney was carried into the office by Watson—I going in with him and seeing it done?"

A. That is true.

Q. You have no doubt that Peter B. Sweeney got the money?

A. That is my impression.

Q. That was your understanding at the time?

A. Yes, sir.

Q. Did you have a talk with Watson, or did Watson ever talk to you that the money was for Peter B. Sweeney?

A. Watson, in talking about the matter, always used to say, speaking of Sweeney, "The Chamberlain's Office." That was the common mode of expression.

Q. Did you understand that that meant Peter B. Sweeney?

A. Of course.

Q. Have you conversed with anybody as to what testimony you would give on this examination?

A. No, sir.

Q. Did you talk it over with Woodward?

A. No, sir.

Q. Or with Sweeney?

A. I don't know him to speak to him.

Q. Have you conversed with anybody?

A. I may have talked in a general way with Garvey or Woodward, but not about what I was going to swear to here.

Q. Was there anything said about Peter B. Sweeney or James M. Sweeney?

A. No, sir.

Q. You have not discussed that with anybody?

A. No, sir.

Q. You have connected Tweed directly with the receipt of these fraudulent moneys; as also Connolly—you have told what you know about Peter B. and James M. Sweeney—who else?

A. There was Woodward and Watson.

Q. Anybody else?

A. No, sir.

Q. Did you ever hear talk of anybody else?

A. No, sir; nobody.

Q. Just state again, if you please, how the commissions, as you call them, were divided. There was 65 per cent. to divide?

A. 25 per cent. went to Tweed, and 35 per cent. to the claimants, less interest. They got 35 per cent. of the face of the bills. Then Watson received 35 per cent., and, I think, Woodward got 5 per cent. That makes 100 per cent.

Q. What do you understand Watson did with this 35 per cent. he got?

A. 20 per cent. was for Connolly, 10 per cent. for Sweeney, and 5 per cent. for himself.

Q. You don't know, or ever heard, that anybody else got any of this "swag," except the men you have named?

A. No, sir.

Q. Have you ever heard since that anybody else got any of it?

A. Oh, I have heard lots of talk about that sort of thing.

Q. Did you ever hear that anybody else got any?

A. No, that was all that Watson ever claimed got any of it.

Q. Please just give me those figures over again?

A. 35 per cent. went to the claimant, 25 to Tweed, 35 to Watson, and 5 per cent. to Woodward.

Q. And the 35 per cent. to Watson. How was it subdivided?

A. 20 per cent. went to Connolly, 10 to Sweeney, and 5 to himself.

Q. Did you know any thing about the house that Garvey built for Connolly?

A. Yes, I know about it.

Q. Tell me what you know about it?

A. In my bills that I put in to the Board of Audit I paid to Garvey \$119,000 for Connolly to build that house.

Q. And the amount of the warrants drawn on the account was actually \$248,000?

A. The gross amount was such that 35 per cent. would cover the \$119,000. The total amount of the warrants was about \$300,000, I think.

Q. Did you know what Garvey did on that house?

A. I was never in the house. I paid him over the money. That is all I know about it. I was close by the house and saw it, but that is all.

Q. So that not only was Connolly's house built at the city's expense, but the bills for doing it were so raised as to pay all these commissions on the fraudulent bills to the other members of Ring—himself included?

A. Yes, sir.

Q. He got his house for nothing and 20 per cent. besides for allowing the city to build it for him?

A. Yes, sir.

Q. All the others got their share knowingly?

A. Well, the others did not know anything about it—what the bills were for—none except Watson, Connolly, Garvey and myself.

Q. When did you first begin to do this banking business, to divide these dividends?

A. I think in 1870, about the time of the Board of Audit.

Q. Who did it before that?

A. Watson did it; or Watson and Woodward together.

Q. State the way in which this was conducted—when a fraudulent bill was put in, I want you to trace it through the whole process?

A. First the fraudulent bill was made up; it was then handed to Watson, when the warrant was made ready and it was taken into the Supervisors' Chamber, and the percentages figured up, as I have testified to. The warrant was then taken to the bank and the money drawn upon it.

Q. What did you do then?

A. We put the percentages into envelopes and gave them to the parties for whom they were intended, the thirty-five per cent. being taken over to Watson.

Q. Did you take it over there?

A. I have done so.

Q. Is that the last that you would know of it?

A. I have been in there when he divided it up amongst the parties who were to share it—Connolly, Tweed and J. M. Sweeney. He had a little book in which he kept Connolly's account, and entered it.

Q. What did he say when you handed him the money?

A. I do not remember exactly.

Q. Tell me as nearly as you can?

A. After I would give it to him he would count the money, and I have helped him to do so. He would count it and then hand it to me to count, to see if it was all right.

Q. Is that the last you would know about it?

A. Yes, sir. Except that I have been with him in the Chamberlain's office.

Q. Did you see him pay it out there?

A. Yes, sir.

Q. To which members of the Ring have you actually traced it yourself, with your own eye. Did you ever pay any to Connolly?

A. Yes, sir.

Q. You paid it once to P. B. Sweeney?

A. Yes, sir.

Q. And a number of times to James M. Sweeney?

A. Yes, sir; or have seen it paid to him.

Q. To whom else?

A. I think I have seen it paid to Connolly.

Q. You have mentioned him?

A. There was no one else.

Q. Those are the only persons that you know of?

A. That is all.

Q. With regard to the Court-house job, the Commissioners were appointed under chapter 382 of the Laws of

1870.—Coman, Walsh, and yourself—please tell the Committee of the inception of any corrupt agreement among you four Commissioners, and how it was carried out?

A. I met the Commissioners right after the appointment in the Court-house, in the Supervisors' Chamber. There was a good many back bills for work done on the Court-house, which I wanted them to pay and they did not seem inclined to pay them, they wanted to use the money on new work. I intimated to them that they might make something out of it—that they might as well pay for the old work as the new. They would not consent to do so. They wanted to use the money for the new work. The bills were finally paid. I consulted with Watson on the subject and he said that we might pay the bills without the Commissioners certifying to them. "You have," said he, "all the claimants send in their bills previous to the first of December, before the Commissioners come in, and I will certify to them." That was done, and the men got their money. After Watson's death, the Commissioners certified the bills and I paid over the money to two of the Commissioners.

Q. Which two?

A. Walsh and Norton.

Q. As commissions on those matters?

A. Yes, sir; I figured up the commissions, and told them that they could make that amount of money, and I gave it to them.

Q. Did those bills go through the same routine as the other bills?

A. Yes; Connolly got a percentage on them.

Q. Did the same old set get percentages?

A. No; none but Connolly and Watson got anything outside of the Commissioners. — *need not protest*

Q. You gave Watson a percentage?

A. Yes; I paid Watson $17\frac{1}{2}$ per cent., I think.

Q. And the other Commissioners, you don't know anything about?

A. I never had any business with them; I never paid Coman anything.

Q. Do you know whether he ever got any of the commissions?

A. Not to my own knowledge.

Q. What do you know about it?

A. I never had any acquaintance with Coman. I went to Watson, and he said to me, you pay it to me. Coman was pretty ugly about the whole business.

Q. Pay what?

A. I suppose the money for Coman.

Q. Pay what?

A. The 5 per cent. When I saw the Commissioners I told them that they could each make 5 per cent. out of it. I told that to Watson, after I found I could not get them to agree, to pass the bills myself. He said, "I will fix it."

Q. You took 5 per cent. yourself, and paid 5 per cent. to Watson, and 5 to Norton?

A. Yes, sir.

Q. By (Alderman COWING)—Were these legitimate bills, or were the bills increased so as to cover the discount?

A. Some of the bills had been in there for two or three years.

Q. Did you add to them the percentages?

A. When they were made out, it was understood that there would be about 35 per cent. discount off them.

Q. Were those bills that were rendered fair bills?

A. I guess about one-half of them were fair.

Q. And this percentage was taken off from the fair, as well as the unfair bills?

A. The percentage was taken off all those bills.

Q. As well those that were fair, as those that were unfair?

A. Yes, mostly—they were made out with reference to certain commissions.

Q. Were they your bills?

A. No; they were outside bills; most of them are there (pointing to the printed tabulations).

Q. Can you remember the names of any of the parties who presented those bills?

A. They are all there—Garvey, Keyser, Miller, Walsh, the East Chester Quarry Co., and others. I don't remember. It is all down in black and white; Allen and Stevens also.

Q. Did these bills represent honest work performed on the Court-house, and materials furnished?

A. That I could not tell.

Q. You made an arrangement that they should make these deductions on them?

A. My impression is, that when these bills were made out, they were made out to allow of these deductions.

Q. They were fraudulent transactions before you came in?

A. Yes, sir.

Q. And these bills were fraudulent two years before?

A. I don't know anything on that subject.

Q. Were the bills increased when they went into Watson's hands?

A. The old bills were put aside and new ones made out. There might be one of the bills perhaps perfectly legitimate.

Q. You changed those bills that were made out at different times, and added on the percentage that was to be deducted?

A. Yes, sir.

Q. Do you remember the amounts of those bills which were fraudulent?

A. Do you mean the Court-house bills.

Q. Yes?

A. I think the appropriation was \$600,000, and \$400,000 was paid in those percentages.

Q. How much of that \$400,000 was fraudulent?

A. I could not tell.

Q. Approximate to it?

A. One half of it, probably.

Q. (By Mr. COLE, resuming)—Did you ever pay Commissioner Coman any percentage on this \$400,000?

A. No, sir.

Q. Did you ever pay a man by the name of Fullerton any money?

A. Yes; Watson told me to pay money to Fullerton.

Q. Did you ever pay any money to Fullerton, to be given to Coman as commissions on the Court-house?

A. I don't understand the question.

Q. Did you ever pay Fullerton any money to be given to Coman as a percentage on the bills for work done on the Court-house?

A. Yes, I gave Fullerton money.

Q. That is not an answer to my question?

A. Yes, I gave him money once, towards the latter part of the time.

Q. When you gave Fullerton money, what was it for?

A. Because Watson told me to give it to him.

Q. Was that all he told you?

A. Yes, that was enough. He said, Give this to Archie Fullerton.

Q. Did you understand that Archie Fullerton was to put it in his own pocket?

A. Of course not.

Q. What did you give it to him for then?

A. Because Watson told me to.

Q. Did you not tell one of the attorneys for the city that you gave Fullerton money to be given to Coman?

A. That was my impression.

Q. Didn't you tell one of the attorneys who represented the city that you gave money to Fullerton, to be given by Fullerton to Coman?

A. No; I said to him exactly as I have said to you, word for word.

Q. Word for word?

A. Yes, that I had been told by Watson to pay the money to Fullerton.

Q. For what purpose did you think that you gave the money to Fullerton?

A. I said to him, there is 5 per cent.

Q. To be given to whom?

A. To Coman. That was my impression.

Q. How did you get that impression?

A. Because I had a talk with Watson about it, and he said, Give it to me, and I did so.

Q. What was the talk?

A. I said, "I don't know this man Coman, he is an ugly customer. He will not talk or do anything else"—and he said, "Pay the money to me."

Q. He said, "Pay Coman's commission to me"—is not that the fact?

A. Of course it was the fact, and I gave him the 5 per cent.

Q. As I understand, you gave him the 5 per cent. which you intended to be Coman's 5 per cent.?

A. That is the way I took it.

Q. Did you ever give it to Coman himself—did you ever tell General Barlow that you gave it once to Coman himself?

A. No, sir; I never made any such statement to him or to any other man.

Q. Did you know, at that time, Hugh Smith?

A. Only by sight.

Q. What was his connection with these Ring matters?

A. Hugh Smith?

Q. Yes.

A. I do not know that he had any connection with him. I did not see it.

Q. Did you ever know of any money having been paid to him?

A. No, sir.

Q. By anybody?

A. Not that I had any thing to do with.

Q. Well, did you ever hear of his being connected with these "Ring" matters by any of the members of the "Ring," or their coadjutors?

A. No, sir; I have given you the entire names of all those where the money went to.

Q. Did you ever know of members of the "Ring" talking about him as having any connection with these matters?

A. No, sir.

Q. You never heard members of the "Ring" say that

Hugh Smith was supposed to represent Peter B. Sweeney ?

A. No, sir.

Q. Did you ever hear anybody say so ?

A. I heard Mr. Taintor say that he had an idea that he did—that he was quite positive on the subject. I told him that I had never heard it ; that I could not see how he could come in. That is all the conversation I had about it, except with the counsel for the People.

A. Have you ever made an affidavit in connection with this “ Ring Investigation,” or any suits that were about to be commenced or had been commenced, in which you testified as to what you knew about Peter B. Sweeney’s connection with these matters ?

A. No ; you have the only affidavit I ever made in regard to them.

Q. Besides the house that was built for Connolly, concerning which you have testified, do you know of any one else having had work done or materials furnished to them—any officials or anybody else—that was paid for or charged to the city ?

A. No, except considerable work I did for Tweed.

Q. What did that amount to ?

A. I suppose altogether it would amount to \$100,000, and maybe \$150,000.

Q. Who else ?

A. For city officials ?

Q. Yes, city officials or anybody else ?

A. I don’t think I did work for anybody else.

Q. You never furnished anything to anybody else but Tweed.

A. I furnished some things, by his orders, to friends of his.

Q. Who were they ?

A. They were not people that I knew.]

Q. Do you remember any of them?

A. They were not officials of the city. If they had been, I would have remembered their names.

Q. You don't know the names of any other officials to whom you furnished anything?

A. No, sir.

Q. You destroyed all your books in the times of 1871?

A. Yes, sir.

Q. How did you come to do that?

A. It was the time that the Havemeyer suit was threatened and going to be commenced. I was advised to destroy my books and papers so as to put them out of the way, as I would have had notice served upon me to produce them in court.

Q. Who advised you to do so?

A. Mr. Tweed.

Q. Did he advise you that any other city officials said so?

A. He said that that was Sweeney's advice; that he had counselled with him about it.

Q. What Sweeney?

A. Peter B. Sweeney, of course.

Q. And you did destroy all your books?

A. Pretty much all.

Q. You have examined the tabulated statement made by Mr. Taintor, and have testified that it is correct?

A. Yes, sir.

Q. I see that Alderman Lewis has made a calculation which results as follows: you received on account of the county, either in your own name or in those of these fictitious persons, \$2,767,237.94 and from the city \$304,023.49 and the amount which you received from the

Special Audit and which passed through the Broadway Bank was \$3,549,329.18, making an aggregate of about \$6,500,000. Is it your idea, or do you think, that first and last you received about that amount?

A. Yes, about \$6,000,000, I think, as far as my recollection serves me, passed through my Bank accounts.

Q. You say that the work which you actually did for the city was fairly worth, for men and materials, how much?

A. I can trace where I paid out one million of dollars. I paid one firm alone, for furniture, desk work, etc., \$500,000.

Q. Has there ever been a civil suit commenced against you?

A. Yes, sir.

Q. Was it tried?

A. No, sir.

Q. When was it commenced?

A. There was a suit commenced in 1871 which went up to the Court of Appeals on a demurrer, and it was decided in my favor, and then I think the city commenced a suit at the same time, or they have since. There are three or four suits mixed up in some way.

Q. What was the last thing you knew of having been done in a civil suit against you?

A. Well, about two years ago, I believe my counsel received a summons, or a notice, or something that the suit would be put on the calendar, or something of that sort.

Q. Was there any *lis pendens* or attachment on your property?

A. No, sir.

Q. What real estate did you have in 1871.

A. I had seven vacant lots in Twenty-third street, between the Seventh and Eighth avenues. I had a stable in Forty-ninth street. I had three lots in Sixty-ninth street. I had some lots up in Harlem, in One Hundred and Sixteenth or One Hundred and Seventeenth street, and on Madison avenue, among the rocks.

Q. Is that all?

A. I had some lots in Morrisania.

Q. How many?

A. I don't know how many. They did not call the property lots. It was back of Morrisania. It was not called lots. It was about half an acre. It was not cut up into lots.

Q. Had you any other real estate?

A. In 1871?

Q. Yes, when the Ring exposures came about?

A. I think that was all I had then.

Q. What did you do with the Twenty-third street property?

A. I sold it.

Q. To whom?

A. To Mr. Magraw.

Q. When did you sell it?

A. In September.

Q. What year?

A. 1871. I sold him the lots and took back a mortgage on them, and sold that.

Q. To whom did you sell the mortgage?

A. To Henry Weil.

Q. Do you recollect what you got for that property, when you sold it to Magraw?

A. I think I sold it to him for \$130,000.

Q. How much was the mortgage for?

A. \$75,000. That Twenty-third street property included two small houses in Twenty-second street. It was all sold together.

Q. The mortgage was for \$75,000?

A. Yes, sir.

Q. How much did you realize on selling the Weil mortgage.

A. I think it cost me about 18 per cent. to get that money.

Q. You sold it for 18 per cent. off?

A. Yes, about that—between $17\frac{1}{2}$ and 18 per cent.

Q. With regard to the Forty-ninth street property—do you own that now?

A. No, sir; I believe it belongs to a gentleman by the name of Curtis.

Q. When did you sell that?

A. In 1871.

Q. Do you recollect what time it was in 1871?

A. In the fall.

Q. What did you realize from it?

A. \$15,000 or \$16,000, I think, about what I gave for it. I did not incur any loss on it.

Q. How about the lots on 69th street, do you own those now?

A. No; I sold them to Mr. Pottier, of Pottier & Sty-mus.

Q. How much did you get for them?

A. I got about \$70,000. There was a mortgage on them. My impression is that I got \$30,000 out of it, clear.

Q. Clear?

A. Yes; because I know that I had a note of \$10,000 coming due—to pay which I was obliged to sell the property.

Q. When did you sell the property to Pottier?

A. In the fall of 1871.

Q. How near can you come to give me the date of it?

A. I think it was in November.

Q. Now the property at the corner of Madison avenue and 116th street?

A. I sold it in 1871.

Q. At what time?

A. It was in the fall—I cannot tell.

Q. Was it in October?

A. It might have been—in October or November—it might have been as early as September.

Q. Who did you sell the Madison avenue property to?

A. That went to a man by the name of Brennan.

Q. What did you get for it?

A. It seems to me that I got \$10,000 or \$17,000, over and above the mortgages—it was a cheap property.

Q. And the Morrisania half acre?

A. The deed for that went to my father, and he sold it to somebody who built a house on it afterward. I deeded it to my father in the fall of 1871, in September or October, I think. Oh, I had a one-third interest in a piece of property at the foot of Twenty-sixth street, at the East river. I forgot that. I sold it to my father, who holds it now, and it stands in his name.

Q. Were the deeds in all these cases put on record at the time in the regular way?

A. Yes, sir.

Q. Has there ever been any arrangement made with you, by anybody, concerning the civil suits, that they should not be prosecuted in consequence of your giving testimony, or anything of that sort?

A. No, sir.

Q. Did you not formerly own a house on Fifth avenue?

A. I did, in 1869. I gave it to my wife a few days before we were married in that year. That was in 1869, in December, a few days before I was married. She afterward sold it.

Q. Is that all the property—real estate—you owned?

A. I once owned a lot in Fiftieth street, but it was sold at the time of these transactions, and I lost a good deal of money on it. I started to build a stable there, and I was told it would be a nuisance to the cathedral, and so forth, and as I didn't want to do anything of that kind, I turned around and sold it for what I could get, and lost about \$20,000 on it. That was in the spring of 1870. I also owned some property on Fourth avenue, between Sixty-seventh and Sixty-eighth streets, and some in Lexington avenue, but it was mixed up in some building transactions, a trade arrangement, and all passed out of my hands long before the Ring expose. I sold it to my father's partner, Mr. W. W. Watson, for what I gave for it, with the agreement that if he made anything in selling it again I was to have half, and I got some \$10,000 profit on it, I think. I sold it for \$90,000, I think. I know I got one check from him for \$50,000. That was in September, 1871.

Q. Now, these other figures that you have given us, are they of gross amounts?

A. Yes; they are all gross figures that I have given you.

Q. Was there any other property that you held at that time?

A. No, sir. The property in Forty-second street was leasehold. I did not own that.

Q. Have you given a list of all the real estate which you owned at the time of the "Ring" exposures?

A. Yes, sir. I think that is all.

Q. (By Alderman COWING)—Did you ever hold any other office in the city or county government than that of Court-house Commissioner?

A. No, sir.

Q. When did you first commence to have your dishonest dealings with the city and county of New York?

A. In 1867.

Q. At the time you were taking out of the treasury the 65 per cent. by your fraudulent bills, did you have any just appreciation of the amount of taxable property in the city and county of New York?

A. Well, I don't know.

Q. Did you think that was a fair division between you and the taxpayers?

A. I don't know that I thought about that.

Q. Had you determined at all, in your own mind, how much you would leave the taxpayers?

A. Eh!

Q. Had you set for yourself any time when you proposed to leave off taking that 65 per cent.?

A. No; I don't know that I had.

Q. And if you hadn't been interfered with—you and your associates—you would have gone right along until to-day, taking that 65 per cent. just the same?

A. Well, there would always have to be a certain amount of work done, and I was doing it, and I suppose would have continued to do it.

Q. If I understood your testimony aright, you were the means of defrauding the city and county of New York out of about \$5,000,000?

A. I didn't get it at all, I only——

Q. Answer my question, please. Were not you the means, directly and indirectly, of defrauding the treasury to the amount stated?

A. Well, indirectly, yes.

Q. Have you ever returned any of that money—any part of the great sum so fraudulently obtained?

A. No, sir.

Q. Are you in condition, financially, to return any part of it?

A. No, sir.

Q. Are you now without means?

A. Oh! I've got some.

Q. How much do you consider yourself worth?

A. Well, I couldn't state how much.

Q. Approximate it?

A. A good many things I had an idea were worth something turned out to be worth nothing.

Q. Well, allowing for all that, how much do you still think you are worth?

A. If I was sold out to-day I suppose I wouldn't be worth a cent after my debts were paid, but, if I'm let alone to manage my affairs, I suppose I can realize \$100,000.

Q. Is it your intention to refund any of this money to the city?

A. Well, they've got a good deal more down to me than ever I got; \$4,500,000 of that went out in percentages to other people.

Q. Did \$100,000 go into your pockets?

A. Yes, and a good deal more.

Q. And you have no intention of making amends, as far as you can, for what you have unjustly obtained?

A. No, sir.

Q. Are you willing to turn over what you have got to the city, to make amends as far as you can, or at least partial reparation for what you have been the means of defrauding the treasury of?

A. Well, I don't want to answer that question; I don't think it's a question you ought to ask me.

Q. Why, isn't the question a fair one?

A. No, I don't think it is.

Q. Now, in justice and good morals, what would be unfair in your handing back to the city what you can of what you have fraudulently and unjustly obtained from the city?

A. Well, you put it all on the basis of fraud, and there was some of it really earned.

Q. But you say it was all obtained by a system of fraud in which you assisted. Where is the injustice of your returning to the city what you have left of the money you have confessedly taken fraudulently from the city. That is one object of this investigation, my associates suggest, to get back for the city all we can of what the citizens have been defrauded out of?

A. I can't answer that question.

Q. Why can't you? Isn't it a plain one? Don't you understand it?

A. Is the question whether I have any intention of returning the money?

Q. Yes.

A. No, sir.

Q. You don't intend, then, to make any restitution to the city, even if in your power, of what you have taken by fraud from the city?

A. Well, I'm mixed up in suits and all that sort of

thing now, and I don't want to talk about it. My counsel has charge of it.

Q. Are you willing to assign to the city what you are worth to-day and let the city assume the responsibility of all the suits?

A. No; I don't think I am.

Q. Why not.

A. Because I don't wish to.

Q. If I understand you correctly, you mentioned that you were associated with a large "Ring" connected with the Board of Audit. What other ring were you connected with during the time that these frauds were being perpetrated?

A. I was connected with no other "ring."

Q. Did you get no other money from the city of New York except what you got through the Board of Audit and the Court-house?

A. I have already testified to all I know in relation to them.

Q. Do you know of any other frauds which were perpetrated against the city of New York, which you have not already divulged?

A. No, sir. I think I have told you all I know with regard to them.

Q. Does the testimony you have given comprehend, to your knowledge, from beginning to end, all the frauds which were perpetrated against the city and county of New York?

A. There was some money raised to influence matters at Albany in 1870.

Q. That was with reference to the charter of that year?

A. I don't know whether it was with reference to the Charter or not, but the money went to Albany?

Q. During the time that you were connected with the city government, did you furnish anything to private individuals and charge it to the city?

A. Nothing more than I have testified to here to-day.

Q. Do you know of any other facts or circumstances that you can give to the Committee which would furnish a clue to the discovery of any frauds that have not been divulged here by you?

A. No, sir; I think I have been pretty well sifted.

Q. What you have testified to is all that you know?

A. I don't think of anything more.

Q. Have you any money in any person's hands to hold in trust for you?

A. No, sir.

Q. Directly or indirectly?

A. No, sir.

Q. How much did you consider yourself worth when these frauds were discovered?

A. Well, I couldn't tell.

Q. Approximate to it as nearly as you can?

A. Six or seven hundred thousand dollars.

Q. Was that the most you have been worth at any time since you commenced your fraudulent dealings with the city and county of New York in 1867?

A. Yes, sir; I think so.

Q. And you say that has now dwindled down to \$100,000?

A. Well, as things are tied up now, they couldn't be made to realize a cent.

Q. Where has your money gone?

A. I was interested in one concern that I lost \$300,000 in.

Q. What was that?

A. That was the Heath & Smith Manufacturing Company; afterward E. H. Heath & Co.—they went into bankruptcy; and I lost \$60,000 in Chicago with some defunct life insurance company there.

Q. Where did the remaining \$240,000 go to?

A. I owed the Tenth National Bank a large amount of money.

Q. Is that the amount they are suing for?

A. No, sir; I paid them. I borrowed on securities, and they kept falling and falling until I sold them for what I could get. Some of them went for fifty cents on the dollar that would have been worth their face if I could have kept them. Then I lost a good deal otherwise. I had got money from my father and his partner and paid them. I suppose I owed the bank \$300,000 or \$400,000 at one time, borrowed on my own paper and securities, and I had to pay it all.

Q. You cannot give this Committee any information as to the amount of your property?

A. I lost \$60,000 in Hannibal and St. Jo. I bought the stock at 107 and sold it at 60, after carrying it for a long time.

Q. What does your property consist of now?

A. Mostly of claims.

Q. Have you any real estate?

I have got one-third interest in a piece of real estate in One Hundred and Forty-seventh street. I took it in payment of a debt, but it isn't worth the three or four years' back taxes and the mortgages on it. It isn't worth anything in fact. I wouldn't give a dollar for it.

Q. What other real estate have you?

A. That is all I know of.

Q. The rest of your property consists of claims?

A. Yes, sir.

Q. You have no stocks, bonds, or mortgages of any kind?

A. No, sir.

Q. (By Mr. COLE)—What is your present income?

A. I have no income.

Q. How do you live?

A. I live on my father. My wife is able to take care of herself. Her folks are abundantly able.

The Committee here adjourned to Saturday, 24th inst., at 11 o'clock A. M.

TWENTY-THIRD DAY.

NOVEMBER 24, 1877.

Present—Alderman LEWIS,
 “ COWING,
 “ SLEVIN.

JOHN H. KEYSER, having taken the stand, was examined as follows:

Q. (By Mr. COLE)—What is your full name?

A. John H. Keyser.

Q. Where do you reside?

A. I live at 183 Second avenue.

Q. What is your business—are you in any now?

A. I am in no business now, sir.

Q. What business were you engaged in from the year 1867 to 1871 inclusive?

A. I was in the foundry, stove, plumbing, house-furnishing and general repairing work.

Q. What was the firm name?

A. Keyser & Company.

Q. Who was the company?

A. There was no company legitimately—in a legal sense I suppose my brother was interested in the business, that is, he had money in the business.

Q. Did he have part of the profits?

A. He did not.

Q. Did he bear part of the losses?

A. No, sir.

Q. How was it?

A. It was money he loaned to me.

Q. Why did you call yourself Keyser & Co?

A. It was the firm name for 30 years, and when my brother went out of the business, I continued to claim the name.

Q. When did your brother go out?

A. In 1862.

Q. He left his capital or part of it in the business still?

A. Yes, sir.

Q. Were you in the habit of furnishing articles to the city government, then?

A. Yes, sir, I was.

Q. What articles?

A. Castings, plumbing-work, stoves, roofing, repairs, flagging, etc.

Q. You made out your bills sometimes in the name of John H. Keyser, and sometimes Keyser & Co. What was the occasion of that discrepancy?

A. I don't remember.

Q. Was there any reason?

A. There was no reason.

Q. It was all the same, John H. Keyser and Keyser & Co.?

A. Yes, sir.

Q. What was the reason of the difference?

A. Because the firm name had been Keyser & Co.

Q. You don't know the reason why you sometimes took the name of Keyser & Co., and sometimes John H. Keyser?

A. No, sir, I do not.

Q. Did you ever make any arrangement with any city or county officials by which you were to raise your bills so that they might get a percentage out of them?

A. No, sir; not that I remember.

Q. Did you ever become a party to an arrangement by which your bills were so manipulated that the city or county officials should get dividends out of your bills for articles furnished by you?

A. Not as I remember.

Q. Then all your relations with the city and county Government were strictly honest and honorable?

A. [After long hesitation]—No, sir; I don't think they were.

Q. In what respects were they not?

A. On a certain amount of bills there was $33\frac{1}{8}$ per cent. raised on the bills.

Q. Who raised them?

A. I did.

Q. And this was not in consequence of any agreement or arrangement made with anybody, but came out of your own corrupt mind?

A. [Slowly]—It was at the request of Mr. Woodward or Mr. Watson, I don't remember which, and I did it.

Q. Don't you call that an arrangement with a city official or employee?

A. [After a long delay] —I don't know that I understand that question.

Q. Did you ever enter into a corrupt agreement with any city or county official whereby you were to raise your bills fraudulently so that officials might profit thereby by getting dividends out of those bills?

A. I raised certain bills $33\frac{1}{3}$ per cent. There was never any definite understanding.

Q. Answer the question I have put to you?

A. [There was no answer.]

Q. Please answer the question I put to you Yes or No —no other reply is an answer?

A. Well, I raised some bills.

Q. That is not an answer?

A. There never was a definite understanding.

Q. That is not an answer?

A. I made no corrupt arrangement.

Q. Did you make any arrangement?

A. I made an arrangement.

Q. With whom?

A. It was with either Woodward or Watson. I don't know which.

Q. What did he say, and what did you say?

A. The bills that came from the first Board of Audit, and the bills that were then made out were put together, and $33\frac{1}{3}$ per cent. was added to them.

Q. That is not an arrangement?

A. I don't remember of any definite arrangement.

Q. What did you agree to do with either Woodward or Watson?

A. I had no definite agreement with them.

Q. Mr. Keyser, if you don't answer that question I shall ask this Committee to send you before a judge in chambers, and have you committed for contempt?

Witness still made no answer.

Q. What was the agreement or arrangement which you had with Woodward or Watson—tell us as near as you can, in the words of the arrangement which you made?

A. I could not remember a conversation which occurred eight years ago.

Q. Well, the substance of it?

A. The substance of it was that I should take the bills out of the Board of Audit, and the other bills from the Board of Supervisors office and put them all together and add $33\frac{1}{3}$ per cent. to them, which I did.

Q. What bills were they?

A. They were bills for all kinds of work done by me.

Q. What was the $33\frac{1}{3}$ to be added to them for?

A. There was nothing said, but $33\frac{1}{3}$ per cent. was added to the legitimate bills.

Q. Why?

A. Well, it was under an agreement with Woodward or Watson; I don't know which.

Q. For what purpose?

A. There was no purpose stated, but I didn't expect to get it. There was nothing said.

Q. Who did you think was going to get it?

A. I supposed they were going to get it.

Q. Who?

A. I don't know.

Q. Who?

A. I supposed the officers of the city.

Q. Which officers?

A. I don't know.

Q. You never had any idea?

A. No.

Q. Have you any idea now?

A. I suppose it was divided amongst them all.

Q. Among whom?

A. Tweed and Connolly and all the officials.

Q. Which ones; name them?

A. I suppose Tweed, Connolly, Watson and all the city officials.

Q. Name them; "all" won't do?

A. Watson, Woodward, perhaps Hall; I don't know.

Q. Name them all again?

A. Mr. Tweed, Mr. Connolly, Mr. Hall, Mr. Watson, Mr. Woodward, Mr. Sweeney.

Q. Which Sweeney?

A. I don't know.

Q. Which one do you think; I am asking for your best recollection?

A. It was the elder Sweeney.

Q. What was his name—do you know?

A. No; you tell me the names and then I will know.

Q. There was James M. and Peter B.?

A. That's it—Peter B.—that was the one.

Q. When did it first dawn on your mind that this 33½ per cent. was going to these men?

A. I don't understand you.

Q. At what stage of your existence did you first think

that these men were going to divide this $33\frac{1}{3}$ per cent. among them?

A. I don't remember.

Q. Well, cudgel your brain?

A. I could not tell you.

Q. Was it in the year 1867?

A. I could not tell you. My memory is poor.

Q. Can't you come within three years of the time when you first began to suspect that these gentlemen of the Ring got some of the "swag"?

A. I should think it was in 1870.

Q. About what time?

A. I could not tell you.

Q. That is the best recollection you have about it. Did you have any idea, prior to 1870, that this $33\frac{1}{3}$ per cent. was going to be diverted to any improper purpose, or did you think it was all right?

A. I don't know as I have any remembrance about it.

Q. I did not ask you for your remembrance. I want to know if you had any idea that this $33\frac{1}{3}$ per cent. that you added was to be used for any improper purpose?

A. I could not say.

Q. I did not ask you that.

A. I did not get it myself.

Q. I did not ask you whether you did or not—I wanted to know if you thought that this percentage was to be added for any improper purpose.

A. I could not say that I did.

Q. For what purpose did you think that this $33\frac{1}{3}$ per cent. was to be added to your bills?

A. Because I was directed to do it.

Q. And you did not think it wrong to do it?

A. Yes, it was morally wrong, sir.

Q. What did you think was going to become of it—wherein did the moral wrong consist?

A. In raising the bills.

Q. If they were raised for an illegal purpose would it not be wrong?

A. I did not say that they were raised for an illegal purpose.

Q. What did you know about it?

A. I cannot recollect, sir.

Q. I insist upon your recollection—what did you think was going to become of this $33\frac{1}{3}$ per cent. which you say you added to your bills, and which you now say was morally wrong.

A. I could not tell.

Q. What do you think?

A. I don't know.

Q. You must remember. Did you ever hear at that time from any of these men what they were going to do with this additional $33\frac{1}{3}$ per cent. that you added to your bills?

A. There was a great deal of secrecy about everything, and I don't remember much about the matter.

Q. Do you recollect making an affidavit with regard to your connection with these matters at any time?

A. I do.

Q. If you should see that affidavit do you think it would refresh your memory?

A. I think so.

Q. Was it true, or did you perjure yourself in this affidavit?

A. I suppose I told the truth, or intended to do so.

Q. You now believe you did so?

A. Yes, sir.

Q. When was the last time you saw a copy of this affidavit?

A. I never saw it but once.

Q. Do you recollect saying that, prior to June, 1867, you had a conversation with Watson and King, in which they told you that you must add $33\frac{1}{3}$ per cent. to all your bills, and told you why?

A. Yes, sir.

Q. What was the reason?

A. I don't know why.

Q. Did you ever know why?

A. I probably did?

Q. But you have forgotten?

A. Yes, sir.

Q. Now, I shall ask you to read that part of your affidavit which I shall mark in pencil.

[Witness here read that portion of the affidavit which was handed to him, in which he had said that Watson and King had told him that he must make the bills accommodate themselves to circumstances—that they must be made to fit the different appropriations—and that he had acquiesced in that arrangement.]

Q. Now, do you recollect why it was that you put on the $33\frac{1}{3}$ per cent?

A. In that light I do.

Q. Why?

A. It was that others should get it.

Q. Get what?

A. The $33\frac{1}{3}$ per cent.

Q. What do you mean by others?

A. I have named them to you. I did not know who they were then.

Q. But you know now, in the light of that affidavit, that you put on that $33\frac{1}{3}$ per cent. in order that it might be divided between the city officials?

A. I did not know then.

Q. Was not that the understanding?

A. Not with me.

Q. Did not King tell you so—did King tell you what you have sworn in this affidavit, or did he not tell you?

A. He must have told me so.

Q. Did he or not?

A. I should say he did.

Q. Did Watson tell you so?

A. I should say that he did.

Q. Now, will you please tell me why you have made me spend half an hour in endeavoring to get you to tell the truth?

A. It is because I did not understand your question—that is why.

Q. Well, in future I will try to make them so plain that you will not fail to understand them. When did you first discover that these transactions were fraudulent, and that the proceeds were to be divided among members of the "Ring," some of whom you have named?

A. I could not tell you.

Q. Was it at the time of the exposure of these matters in the *New York Times*—was that the first time?

A. No, sir, I should think not.

Q. Did you not at one time as soon as the frauds were first exposed go down to the Comptroller's office and examine the vouchers?

A. Yes, sir.

Q. That was the first time you discovered the fraud?

A. Yes, that was the first time.

Q. At that time you had forgotten the conversation with King and Watson. Was that after the conversation?

A. I may have.

Q. You had forgotten that the 33 $\frac{1}{3}$ per cent. had been added by you for improper purposes; when you went to the Comptroller's office what did you find there?

A. It had been stated in the papers that my name appeared on the vouchers, and I went down there to examine if such was the case.

Q. And you found your name on the back of some of them?

A. Yes, sir.

Q. You found that it was a forgery?

A. Yes, sir.

Q. And you never got the money on them?

A. On some of them I did get the money, but on some I did not.

Q. Who did you accuse of the forgery?

A. Nobody.

Q. You never accused Woodward?

A. No, sir; never in my life.

Q. What did you tell the Comptroller?

A. I may have told him that I had directed my name to be signed, but I qualified it by saying that I was going down South and that I had given authority to either Woodward or Watson to sign for me when I was gone.

Q. You qualified your statement by saying what?

A. That I had given authority to either Woodward or Watson to receipt my bills for me—I don't remember now which.

Q. What, then, did you mean by saying that there was any forgery?

A. I meant if they had signed my name after I had got home.

Q. If they signed your name after you got home, it was a forgery?

A. I should say so.

Q. When did you get home?

A. I have no remembrance.

Q. Can't you find out—how many times have you been South?

A. Three times.

Q. Was the time you speak of the last time?

A. I don't know.

Q. Try to tell me your recollection about it—yours is a very good memory when it is forced to act. I have a great deal of faith in your memory—as a last resort?

A. I don't know—I could not tell you.

Q. What were you doing South?

A. I was sick and went there to recruit.

Q. Was it in the spring that you went away?

A. I have no remembrance.

Q. How did the leaves look as you passed through New Jersey?

A. I have no remembrance.

Q. Had they the tints of autumn, or the freshness of spring?

A. I don't know.

Q. Now, don't you know when you went South—you can tell me if you like?

A. No, sir; I cannot.

Q. Is there no way you can ascertain?

A. No, sir.

Q. Did you keep a check-book?

A. Yes, sir.

Q. Have you a check-book, or any other book by which you can find out from the payments you made?

A. No, sir.

Q. What year was it?

A. I cannot tell you that.

Q. Where was the relevancy of telling me that you gave power to Woodward or Watson to raise your bills if you do not remember the time?

A. I cannot remember.

Q. What do you mean by saying that if your name was put on the back of those vouchers by Woodward or Watson after your return from the South it was a forgery; but if it was put on before your return it was not a forgery—if you do not know when it was that you were South?

A. I do not know.

Q. When did you go South?

A. I could not tell the year.

Q. Was it in 1867?

A. That I could not tell you. I could not tell the year.

Q. You don't know, and have no idea, when any of these vouchers were signed by these people; and you don't know the time you went South?

A. In that light, I should know.

Q. These vouchers, signed by Woodward or Watson, were signed by your permission or authority, were they not?

A. They were not.

Q. Have you any means in the world of separating those that were forged from those that were not?

A. I do not know that I have.

Q. What reason have you for saying that any of them were forgeries?

A. Because I did not authorize them to be signed, only when I was absent.

Q. When were you absent?

A. That is just what I cannot tell you.

Q. Perhaps you were absent the whole of that time?

A. No, sir.

Q. And this whole thing is a mistake on the part of the public?

A. No, sir; it is not.

Q. Were you absent as long as a year?

A. No, sir.

Q. Were you absent six months?

A. No, sir.

Q. Four months?

A. No, sir.

Q. As long as three months?

A. No, sir.

Q. As long as two months?

A. No, sir.

Q. As long as six weeks?

A. I should think I was.

Q. Now, your memory serves you that you were absent six weeks?

A. My memory is not good.

Q. Do you think it was in the dead of winter that you were absent these six weeks?

A. I could not say.

Q. Where were you?

A. I was in Florida.

Q. How did you get there?

A. I went to Philadelphia and stopped there a little;

then I think I went over to St. Louis ; then I went on the Mississippi to New Orleans, and from there to South Carolina and Florida.

Q. How did you come back—which way?

A. I could not tell you.

Q. Did you come back in a balloon?

A. I could not tell you how I came back.

Q. Were you capable of transacting business when you got away?

A. I don't know.

Q. Did they put you into a lunatic asylum?

A. They did not put me in a lunatic asylum.

Q. Did you attend to your business when you went to New Orleans?

A. Probably I did.

Q. I don't want any "probably." Did you attend to any business when you got to New Orleans?

A. Probably I did.

Q. What season of the year was it?

A. I could not tell you.

Q. Did you do any business there, and if so, with whom?

A. I had a store in St. Louis, and another one in Chicago, and we were shipping stoves.

Q. I don't want to know what you were doing, but who did you go to see when you went to New Orleans?

A. I do not at this moment remember.

Mr. COLE—At the next meeting I shall expect you to tell me when you went and how, and when you came back, and at what season of the year and all about it ; and I don't want any fencing. I want direct answers and must have them.

Q. Now, with respect to the vouchers, did you allege that those in the name of J. H. Keyser were forgeries?

A. Not that I remember.

Q. Did you not say that all of those bills indorsed by J. H. Keyser were forgeries?

A. Not that I remember.

Q. Why did you say they were forgeries.

A. Because they were.

Q. How much work did you do for the city during all those years?

A. I could not tell you from my remembrance.

Q. Can you tell me from any other source of information?

A. I have done a great deal of work for the city; I could not tell you how much from memory.

Q. Can you guess from memory?

A. Not very well.

Q. Can you very badly?

A. Yes, I might.

Q. Well, give us a bad guess?

A. I should think I did work for the city to the amount of three million of dollars—from two to three millions.

Q. Nearer three than two? There is a big margin between the two.

A. I cannot speak now definitely.

Q. Is there any data by which you can refresh your memory so that you can tell me how much work you did for and what amount of materials you furnished to the city?

A. I suppose I can.

Q. How long would it take you to do that?

A. It would take me a good while.

Q. How long?

A. It will take me three weeks.

Q. Will this tabulation help you?

A. I suppose it would.

Q. How long would it take you with this tabulation?

A. If I take that it will not take me any time.

Mr. COLE—Well, take that, and figure out how much work you did, and what quantity of materials you furnished to the city, and how much you got paid for it.

Q. You made an assignment for the benefit of the city to Jackson S. Schultz, did you not?

A. I did.

Q. Have you it with you?

A. No, sir.

Q. Did I not instruct you to bring it to-day?

A. Well, we talked about it.

Q. Did I tell you to bring it here or not?

A. There was something said about it.

Mr. COLE (indignantly)—Mr. Chairman, I shall have to request of the Committee—

WITNESS (frightened)—Yes, sir. I think you did. I forgot it. I was sick last night.

Q. Where is that assignment?

A. I suppose it is at my house.

Q. Suppose. Don't you know?

A. It is probably there.

Mr. COLE announced that he would request the Com-

mittee to send an officer with Mr. Keyser to see that the assignment was obtained.

Q. There was a committee of sixteen who examined the work you did and material you furnished for the city and county, and they valued it at \$70,000, and you say you did two or three millions' worth. Will you please explain the discrepancy?

A. I don't remember any such committee, and it isn't true.

Q. How much do you think the work done and the material furnished by you were actually worth at current market rates; and remember you are on your oath, though you don't seem to have been aware of it, and liable to pains and penalties for perjury if you don't tell the truth.

A. I couldn't give the information.

Q. Do you think it was worth \$1,000,000?

A. [After long hesitation]—Yes, sir. I think it was worth that, and a good deal more than twice that. Why, I paid out \$1,250,000 in checks, and I paid \$500,000 for labor alone. I can bring the checks here, and lay them on your table.

Q. More than twice a million, you say? Then you have not been paid for your work and materials, since $33\frac{1}{3}$ per cent. of your bills went to others, and you only got less than three millions?

A. There are \$200,000 or \$300,000 due me now for hard work. I think on a fair accounting there isn't much between the city and myself.

Q. On that fair accounting would you add in your customary $33\frac{1}{3}$ per cent.?

A. No, I should take it out.

Q. But it appears from your statement just made that

you have paid out about \$1,000,000 more than you actually received. Does it not?

A. [After the third repetition of the question]—I'm not prepared to answer a question in that way now.

Q. Why did you make an assignment to Jackson S. Schultz for the benefit of the city?

A. My counsel advised me to do so.

Q. Who was your counsel?

A. Mr. Wetmore.

Q. Why did he advise you to make an assignment to the city when the city owed you money?

A. It was a provisional assignment, and it explains itself.

Q. But why did you make that assignment?

A. Well, there were charges made against me, and I said if I owed the city I was willing to pay them, but I didn't think I did. I thought any fair accounting would show I didn't, and the assignment will speak for itself; therefore it wouldn't be wise to press it now, it seems to me, because you can have the assignment.

Q. Did you assign by that paper everything you had in the world for the benefit of the city, conditioned upon—

A. The assignment will speak for itself.

Q. But tell me now.

A. I couldn't tell you anything about it; I've no remembrance about it.

Q. Have you any remembrance of anything done under that assignment?

A. Yes, some things.

Q. Did the assignee become possessed of anything under the assignment?

A. Yes, he did. Some money, \$40,000 or \$50,000. I don't know how much. The receipts will show.

Q. Where did the money come from ?

A. It came from assigned claims against persons.

Q. Who ?

A. I can't tell you who all. Mr. Tweed was one.

Q. How much from Mr. Tweed ?

A. \$32,000 or \$33,000. That is my recollection.

Q. Who else ?

A. There were several parties.

Q. Oh, give me their names. Don't delay this way ?

A. I don't remember their names.

Q. Do you remember any of them ?

A. Yes, I remember some.

Q. Well, who do you remember ?

A. One was Coman.

Q. How much from him ?

A. Well, it was \$1,000 or \$2,000.

Q. Then who else ?

A. I can't remember now. I've been sick and in trouble for six or seven years, and my mind isn't strong on these things now, and I wish you wouldn't press this matter now.

Q. How much property, in gross, according to your best recollection, was covered by that deed of trust ?

A. I haven't the slightest idea, sir.

Q. As much as \$600,000 ?

A. Oh, no, sir. That was newspaper talk, I guess.

Mr. COLE—Yes, it was ; but I call your attention to the fact that the newspapers were singularly accurate in what they said about everybody else connected with the Ring frauds except you.

Q. What was the actual value of the property conveyed by that deed of trust ?

A. I couldn't tell, sir ; but I think about \$60,000.

Q. Oh! but there were \$60,000 in money collected?

A. Well, that's what it was.

Q. But didn't your trustee succeed in turning into money anything else you assigned to him?

A. There was nothing else; but bills against the city.

Q. With regard to this committee which was appointed to examine into those Ring frauds in 1871, composed of sixteen prominent citizens, do you recollect any thing about such a committee?

A. No, sir; I never heard of them.

Q. If that committee had reported the value of your work and materials furnished on the Court-house at \$73,752, as appraised by Mr. O. Barrett, an expert, who had carefully examined it, and for which your bills and warrants amounted to \$914,330.65, what would you say?

A. They did not know anything about the work. They had not taken into consideration the fact that a great deal of that work had been done twice and some of it three times.

Q. Was the work which you did on the County Court-house of an evanescent or permanent character?

A. A great deal of it was done over again.

Q. What portion of it was of an evanescent character?

A. There were furnaces put in all over the building to dry it, and then there were furnaces put in all the offices and taken out afterward, and then the plumbing work was, the largest part of it, cut out and carried away and I had to replace it; then when it was done again they turned on the steam-pipes from the exhaust into it, and melted down six-inch soil-pipes or weakened them so that they dropped apart and had to be done over again. The Committee could not have taken that into consideration.

Q. Who did the destruction?

A. The same people did that.

Q. Who do you mean by the same people?

A. The men who put up the steam engine.

Q. Who were they?

A. I could not tell you—a firm at the corner of Broome street and Broadway.

Q. How much do you suppose was the value of the work that was destroyed which you put in again?

A. I could not tell you.

Q. Well, give us an estimate—give us a guess?

A. I cannot tell you.

Q. What proportion of the total amount of the work done on the Court House was reconstructed?

A. I could not tell you that.

Q. Was there as much as one-half?

A. That I could not tell you?

Q. What do you think about it?

A. I have no idea about it. I know it was like doing all the plumbing work over again.

Q. Then it was about one half?

A. The plumbing was done about three times on the building.

Q. And you did it every time?

A. Yes, sir.

Q. Why was it done three times?

A. I could not tell you.

Q. Was it not because it was thought expedient to do so?

A. No; it was because it had been cut out and stolen and carried away. Then there was a good deal of work done in other places, on Blackwell's Island for instance; that was charged to the Court House. The furnaces in

the Court House were, also, charged as plumbing in the warrants.

Q. What do you think, really and honestly on your oath, the work that you did on that County Court House was worth, all of it?

A. I could not tell you.

Q. Could you come within \$500,000 of it? Tell me as near as you can come?

A. There was a great deal of other work charged to it that did not belong to the Court House.

Q. But it was put into your bills as having been done?

A. Yes, but it was done in other places.

Q. But you got the money for it? Do you know Mr. O. Barrett, who formerly lived at 403 South Fifth avenue, a gas-fitter and plumber?

A. No, sir.

Q. Did you ever hear of him?

A. I don't know that I ever did.

Q. You don't know whether he is a capable plumber and gas-fitter or not.

A. I don't know.

Q. He was an expert employed to make this calculation; and he calculated your work to be worth \$73,000.

A. Did he take in any of the furnaces, or any of the stoves?

Q. He took in every thing that you had warrants for?

A. No, sir; the furnaces were charged for as plumbing work.

Q. You charged and received \$914,342.65 for work done there—is that right?

A. I could not tell you now from memory, but the work was done over three times, and that man could not

see the work without tearing up the building. His estimate therefore is false.

Q. Please point out to the Committee in what the falsity consists?

A. It consists in this—that he calculated the plumbing work only once, whereas much of it was done a second time. A great deal of it had to be taken down and torn up. All that this committee, with their expert, could see, was what was found there, but not what had been taken away.

Q. But there is a great discrepancy still between the amount which you received and the amount estimated by your own calculation as the value of the work done. Do you think that the permanent work which remained exceeded in value the work that was taken away or destroyed?

A. I could not tell you.

Q. Can't you make some kind of an estimate in your own mind?

A. No, sir.

Q. Do you think that the portion of the work which you did and which was afterwards taken away and could not be seen in the year 1871, exceeded in amount the total value of the work which remained there or not?

A. I cannot tell you now; but it was like doing the whole work over again.

Q. Then you think it was about equal; do you?

A. Taking that view of the case, it might be.

Q. Is not that a business-like view?

A. All the furnaces and stoves put into that building were not charged for.

Q. They were taken away?

A. They were not used. I don't know what became of them.

Q. If the work which you did and which was afterwards taken away was equal in value to the work which you did that remained permanent, you should have received \$146,000, instead of the \$914,000 which you did get—what do you think of that calculation? I am doubling every thing for you?

A. I could not tell you anything about it.

Q. Try?

A. I can't.

Q. Oh do, it is so simple. In the light of this long examination do you think that the plumbing work and gas fitting that you did for the county building was worth \$914,000, including all other things?

A. There were a great many other things that were put into the bills besides the work done on the Court-house; for instance, the work done at Blackwell's Island.

Q. Well, include all that?

A. I could not answer the question until I figure it all up.

Q. You have said that you have claims against the city now?

A. There's from \$250,000 to \$260,000 the city owes me for legitimate hard work done in June, July, August, and September.

Q. Do you expect the city to pay any of that?

A. I haven't had any particular thought about it.

Q. But if the city owes you money, don't you expect to get it? The city is solvent, is it not?

A. I've tried for six years to get the city to settle with me and take this as offsets.

Q. Offsets to what?

A. For the work that was overcharged.

Q. The thirty-three and one-third per cent. steal?

A. The assignment will explain it all.

Q. Yes; but I'd so much rather have your fresh ideas about it now. Have there ever been any civil suits brought against you by the city?

A. No, sir; not that I ever heard of.

Q. Have you been sued by anybody else on matters growing out of the old Ring transaction?

A. No, sir.

Q. How does it come that the city has never brought suit against you, notwithstanding your confession, made public ever since 1871, that you had defrauded the city out of at least a million of dollars?

A. Well, I suppose they felt I had an honest claim against them.

Q. But 250,000 doesn't amount to $33\frac{1}{3}$ per cent. on \$3,000,000. That would not be a fair offset?

A. Well, the city owes me \$40,000 on assessment work.

Q. And you think that on "a fair accounting" you and the city would come out about square?

A. I don't know. I couldn't tell you, sir. My memory—

Q. Yes, yes, I know. Is that claim of yours, in your best judgment, the reason the city has not sued you?

A. That, in my opinion, is one of the causes, and the other was because they felt it would not have been honorable in them to have done so.

Q. Why would it not have been honorable to have sued you for the recovery of the $33\frac{1}{3}$ per cent. that you confessedly aided in stealing from the city? What is the point of honor involved?

A. Well, they took my books and accounts and my

evidence, and, as I understood, concluded to let the thing drop.

Q. Who did you understand from that the city had concluded to let the thing drop?

A. The news was brought to me from Mr. A. H. Green and Mr. Tilden, and two or three others, that they had concluded that if I'd make a fair settlement with them in giving them all the information I could, and in being a witness for them, and exhibiting my accounts as they stood—the accounts I had against them—the idea was to call it——

Q. Now let's analyze it. Your testimony is totally worthless, for you don't know of any one doing anything wrong, or profess not to. Why, you don't know even that there was any moral wrong in these transactions?

A. I didn't say so.

Q. Now, don't you know the fair settlement was the assignment you made to Mr. Schultz of all your property for the benefit of the city and county of New York?

A. I can't answer. My memory is all at fault.

Q. Was it not the understanding at the time that assignment was made that you had assigned to Mr. Schultz, for the benefit of the city and county of New York, all you had in the world?

A. No, sir.

Q. Well, what did you make that assignment for? Was it not to effect a settlement with the city?

A. I made it at the request of my counsel. It was for the purpose of— [Coming to a sudden stop.] Well, the assignment will speak for itself. I don't know. My memory——

Q. Ah, yes—we know—but you must answer the question.

A. I claimed then that I didn't owe the city. I couldn't tell now the purpose of the assignment. It was under a reign of terror.

Q. Why should there be any reign of terror for you if the city honestly owed you \$250,000, and you hadn't been doing wrong?

A. It was a time of terror for everybody, right or wrong.

Q. Why was it a time of terror for a good man who never had done any harm?

A. Because there was no justice at that time.

Q. Why should a good man care anything about a reign of terror?

A. I only say that there was a reign of terror.

Q. Now, I ask you again, was or was not the object of that assignment which you made of all your property to Jackson S. Schultz for the benefit of the City and County of New York, made in order to enable you to effect a settlement with the city?

A. It is all expressed in the assignment.

Q. Was that assignment to Jackson S. Schultz for the benefit of the City and County of New York made for the purpose of enabling you to effect a settlement with the city of New York?

A. That I could not tell you apart from what is expressed in the assignment. I was hardly responsible at the time.

Mr. COLE—Mr. Keyser, if you continue to answer in this way, I will have you taken before a judge in Chambers, and he will compel you to answer, or commit you for contempt?

Mr. KEYSER—He could not compel me to answer.

Mr. COLE—We'll see about that.

Q. Now, answer my question. I ask you if the assignment which you made at that time was not, in your judgment, to effect a settlement with the city of New York by assigning to Jackson S. Schultz all the property you had?

A. No, sir; I could not tell you, I was hardly responsible at the time.

Q. Who prompted you to make an assignment when you were not responsible?

A. Well, it was done by the officers of the city, Mr. Barlow and Mr. Peckham.

Q. They made you make an assignment when you were not responsible! I don't believe it.

A. Well, I didn't consider myself responsible.

Q. Why?

A. Because of the false accusations against me and the terror that was rife. I was nearly crazy.

Q. You were not terrified on account of the false and fraudulent $33\frac{1}{3}$ per cent. you had added to your bills, but only on account of the false accusations against you?

A. I can't answer that question. I don't remember what was in my mind at that time. Give me questions that I can answer.

Q. Please tell me, then, why you came to make that assignment to Jackson S. Schultz—what was the purpose of it. I don't want to know the contents of the paper. I insist upon an answer?

A. I have just told you that I cannot tell you.

Q. Have you any recollections of the conversations that

you had with anybody about that assignment before it was made?

A. I had conversations, but what they were I cannot bring to mind.

Q. Have you any idea of the substance of them in their general purport?

A. No, sir.

Q. Do you recollect what they were about, or any thing about the general subject of them?

A. No; they related to the assignment.

Q. Did they relate to any reasons why you should make an assignment?

A. They did, but that was expressed in the assignment.

Q. Did the conversations you had have anything to do with or suggest to you any reason, why you should make an assignment?

A. I could not tell you.

Q. Did they suggest to you any reasons why you should not make an assignment?

A. I could not tell you.

Q. Were they in relation to the assignment?

A. I could not tell you.

Q. Did they give you any reasons why in their opinion, you ought to make an assignment?

A. I could not definitely answer you.

Q. I did not ask you what the reasons were. I simply asked you if any of those gentlemen in the conversations which you had with them, gave you any reasons why you should make an assignment to Jackson S. Schultz for the benefit of the city of New York?

A. No, sir.

Q. Then why did you tell me that the reason was that you was terrified by the lawyers——

A. That was the reason.

Q. When you don't recollect the reason why you made the assignment?

A. Because I was sick part of the time.

Q. Well, as to the other part of the time?

A. I could not give you any other answer.

Q. Did you make that assignment of your own free will as the act of a sane man?

A. I did it at the request of my lawyer.

Q. Who was your lawyer?

A. Mr. Wetmore.

Q. You don't recollect any reasons he assigned why you should make that assignment?

A. No, sir.

Q. You don't recollect any reasons that anybody assigned for you to do it?

A. Not definitely.

Q. Well, indefinitely?

A. Nothing that I could place any opinion on?

Q. And yet, Mr. Keyser, you think that one of the reasons that induced those who were prosecuting the "Ring" frauds to let up on you, was that you should give testimony in those cases?

A. That I know was one of the reasons.

Q. When can you get the assignment to Mr. Schultz?

A. I can get it in half an hour.

Q. Your trustee collected about \$60,000 or \$70,000 out of the trustee fund?

A. I don't know.

Q. You have already so testified.

A. No, I did not say that—I could not tell you the amount—I said it was in that neighborhood.

Q. What real estate did you have in 1871, when the Ring exposures first burst upon the community?

A. I had the Strangers' Hospital, corner of Avenue D and Tenth street.

Q. How much was that worth?

A. It cost me \$86,000.

Q. What did you do with that?

A. It was foreclosed and sold for \$14,000, about 10 months ago, I think.

Q. Who got the \$14,000?

A. I think it was the Dry Dock Bank Company, who took it for their mortgage.

Q. What else had you?

A. I had the Strangers' Rest in Pearl street.

Q. What became of that?

A. It was foreclosed, also.

Q. Who bought it?

A. It was bought by a gentleman by the name of Shook.

Q. Do you remember his first name?

A. No, sir.

Q. When was the first piece of property closed out?

A. Within a year or ten months since.

Q. Was this part of the general property that you assigned to your trustee?

A. No, sir, I never assigned any real estate to him.

Q. When was Pearl street property foreclosed?

A. I should think about eight or ten months ago.

Q. What did that realize?

A. Eight or ten thousand dollars.

Q. Who bought that in?

A. This Mr. Shook.

Q. What else did you have in real estate at that time?

A. I had a house, number 143 Second avenue.

Q. What became of that?

A. It was mortgaged very heavily and I traded it away. It was mortgaged for its full value.

Q. To whom and when?

A. To a man named Charles Galler, Sen.

Q. What did you get for your part of the trade?

A. I got a little house on Second avenue, on leasehold.

Q. Where is it?

A. No. 183.

Q. Have you got that now?

A. It is mortgaged for a great deal more than its value, and is covered by judgments and executions. I have got nothing now.

Q. Have you got that piece of property on Second avenue?

A. It stands in my name, but there is a judgment of \$60,000 or \$70,000 on it.

Q. What else did you have in 1871?

A. I had a little house in Tenth street, near the First avenue.

Q. What did you do with that?

A. It was sold.

Q. When?

A. I should think about four years ago.

Q. To whom?

A. To a man by the name of Stark.

Q. What did you get for it?

A. \$2,000 or 2,300—it was a small place.

Q. What other real estate did you have at that time?

A. I had a leasehold of a foundry in Greenpoint.

Q. What did you do with that?

A. That was also sold.

Q. When was it sold and to whom, and how much did you get for it?

A. It was sold, I think, for \$7,000.

Q. To whom, and when?

A. To the Root Manufacturing Company.

Q. When?

A. I should think about a year ago.

Q. What did you get for it?

A. I think it realized about \$7,000.

Q. What other property did you have?

A. I had a piece of property at Norwalk, Conn.

Q. What did it consist of?

A. Of a farm and homestead. That was also sold, and the mortgage upon it was more than its value.

Q. When was it sold and to whom?

A. It was sold, I think, about three years ago.

Q. To whom?

A. To my wife.

Q. By whom?

A. By me.

Q. For how much?

A. I don't remember the price. It was a nominal one. It was to secure her for a building she owned in Ninth street. When the property in Ninth street was sold she took that in transfer.

Q. What was the value of that piece of property in 1871?

A. Do you mean the farm?

Q. Yes, the farm and homestead?

A. It cost, I think, altogether about \$14,000. The land cost \$12,000.

Q. Your wife still holds that property?

A. She does.

Q. What other piece of property did you hold in 1871, at the time of the Ring exposures?

A. I think I have given you everything.

Q. Consider, and see if you have done so in point of fact?

A. I had a leasehold of a store in Ninth street; that ran out by limitation, and the property went back to its owners. I had some lots also in South Norwalk, and they were sold.

Q. When?

A. I should think about three or four years ago.

Q. To whom?

A. I sold them to a man by the name of Smith, but I think the deeds were made out to a man named Dr. Pardee.

Q. How much did you get for them?

A. Six hundred dollars.

Q. Is there anything else?

A. I think that covers everything.

Q. What property was it you mortgaged to your trustee, Jackson S. Schultz?

A. The Strangers' Hospital, Strangers' Rest, the Second avenue property, and the Greenpoint foundry leasehold.

Q. For what sum did you mortgage each of these pieces of property to him?

A. I mortgaged it all together to cover the amount of a loan he made to me.

Q. Oh, it was a personal loan from him to you?

A. Yes, a personal loan. It amounted to in the neighborhood of this money he collected. He collected this money and then turned around and loaned it to me.

Q. The money he collected and held in trust for the city?

A. I don't know as he held it in trust. He paid me back my own money.

Q. The money he collected on those assigned claims from Tweed and the rest of them, and held in trust for the city of New York! he paid it back to you?

A. He did.

Q. And what did you do with it?

A. I paid my debts—debts that I had incurred in doing the city work.

Q. And how much did he make out of the mortgages he took as security for this amount he gave you?

A. They wiped out his claims.

Q. What wiped out his claims?

A. The first mortgages.

Q. So the whole trust fund collected by him for the city is wiped out?

A. Well, the documents will show.

Q. And this money was collected under that trust deed and held by Mr. Schultz as trustee, and he afterward loaned it to you on second mortgages on this property, and the property was sold under foreclosure of the first mortgages, and nothing was saved. Then you have nothing to restore to the city?

A. I have \$200,000, and more, of claims against the city.

Q. Are you willing to give those claims to the city?

A. As far as I am concerned I have been willing to give them for the last six years.

Q. And they won't have them?

A. No.

Q. How much are you worth now?

A. Not a dollar. Not one dollar.

Q. And you haven't anything to pay back to the city any part of what you aided in stealing?

A. I haven't got a dollar.

Q. How are you maintaining yourself?

A. On a salary of \$1,200 a year from the Keyser Stove Works Co.

Q. Who compose that company?

A. John Regan and James Greyburn, and P. A. Palmer, and—I don't remember who the others are. Until my brother's death he was a stockholder.

Q. And you have nothing to give back?

A. Not a dollar.

Q. And you think you have not defrauded the city?

A. On a fair accounting, I think we would be square.

Q. Have you, in good faith, under your oath, given me all the information you have about the affairs of the Ring?

A. I have, unless you can suggest some names. I don't know any thing further.

Q. Is there anything else that you recollect or know of that would enable this Committee to find out the frauds against the city?

A. I do not know of anything more.

Q. Do you know of any other persons that shared in the spoils of these fraudulent transactions?

A. No, sir.

Q. And you never knew that there was anything wrong when those gentlemen told you to add $33\frac{1}{3}$ per cent. to your bills, and did not inquire where it was going till you saw it in the newspapers?

A. No, sir.

Q. So you think you have done *bona fide* work of the

value of more than \$2,000,000 or \$3,000,000 for the City and County of New York?

A. I could not answer you that question.

Q. Do you think upon a fair valuation of the work which you did, and the material which you furnished to the City and County of New York, that the amount would be \$3,000,000 at the current market rates.

A. I think that would be about it. If the experts appointed by Mr. Green had gone over my work there would have been a settlement long since, which would show very little difference between us. He did send a man to go round with Mr. Jackson S. Schultz, but for some reason I don't know, the matter was dropped.

Q. So you think that after all you never have defrauded the City out of anything?

A. I think on a fair accounting we would be about even.

Q. How much do you think the city owes you?

A. Speaking from memory, near \$300,000. It is short of that something.

Q. Now, Mr. Keyser, you say the city owes you \$300,000. You have said that there has been \$2,500,000 paid to you. One-third of that is \$800,000. You say you have helped to steal just this amount. Now, how do you account for your statement that in a fair accounting the city still owes you, or that you would be about even?

A. A large proportion of my bills was not increased $33\frac{1}{3}$ per cent.

Q. Do you know the proportion that was not so increased?

A. I don't know how many of them.

Mr. COLE—I am through with you. Please bring here every memorandum and piece of documentary evidence

that will throw any light upon your transactions in connection with the city and county.

Q. (By Alderman COWING)—What is your age at this time?

A. I am 57 years old.

Q. Are you under medical treatment for any ailment of your mind?

A. I should think not.

Q. Don't you know whether you are or not?

A. I never was. I might ask you the same question.

Q. When I am on the witness stand, I will allow you to ask me that question. Were you ever under treatment for softening of the brain?

A. No, sir; not that I know of.

Q. Or for any mental defect?

A. No, sir.

Q. When did you cease doing active business?

A. I never left off.

Q. Are you in active business now?

A. Yes, sir.

Q. What is the nature of your business?

A. I am putting in furnaces, doing plumbing work, making estimates and doing everything necessary in the employment in which I am engaged.

Q. You have solely to do with that branch of the business?

A. I think I have all the important part to do?

Q. Are you capable of transacting all that business?

A. Yes, sir.

Q. Have you ever been complained of for not being able to do your business?

A. No, sir.

Q. Are you not in the habit of making mistakes?

A. Yes, sir ; I make mistakes sometimes ; my memory is still bad.

Q. Does this firm that employs you understand that ?

A. Yes, they do.

Q. Have you made application to go through bankruptcy ?

A. Yes, I have.

Q. What is your intention ?

A. To get discharged from my debts.

Q. Do you intend to go into any new business afterwards ?

A. I intend to get a living as long as I stay in the world.

Q. Can you say what was the amount of money you helped to defraud the city ?

A. I cannot.

Q. Can you say it was \$3,000,000 ?

A. I cannot.

Q. Was it \$2,000,000 ?

A. I don't know.

Q. Was it \$1,000,000 ?

A. I don't know.

Q. On your oath you would not say that it was \$1,000,000 ?

A. It might have been.

Q. Do you think it was honest at the time that you entered into the arrangement to add $33\frac{1}{3}$ per cent. to the bills that you presented to the city for more than was justly due you ?

A. Many of those bills had been laying over for a long time.

Q. Did you consider it honest ?

A. I have said that it was not morally honest.

Q. What kind of honesty is there besides moral honesty?

A. I did not consider that. I will leave that to you.

Q. Did you consider when you entered into a dishonest arrangement to defraud the city, that such a proceeding was an honest one?

A. I was compelled to do it.

Q. In order to get your dues, you were compelled to act dishonestly?

A. That is just what I did.

Q. You never made any restitution to the city?

A. No, sir.

Q. Since these frauds were developed, have you never taken pains to sit down to find out from your books how you stood in your accounts with the city—you have books of account, have you not?

A. Yes, sir.

Q. Where are they?

A. In my place of business.

Q. Since these frauds were discovered, have you not taken pains to find out how much the city owed you, or you owed the city?

A. No, sir, I never have.

Q. Why have you not done so?

A. I could not tell you.

Q. Have you never directed your book-keeper to do so?

A. No, sir; the only attempt that was ever made, was when French went around and spent three or four months trying to find out how much work I had done for the city, and then the matter was dropped.

Q. Did they examine your books?

A. Yes, and they went to different places in the city, to see the work that had been done by me.

Q. When did you make up your trial balance?

A. My books were never kept very well. I am not a good book-keeper myself.

Q. And your bookkeeper was a bad one—was he?

A. Yes, sir.

Q. How many books did you keep?

A. We kept a regular set of books.

Q. Did you keep a ledger account with the city?

A. No, sir; the bills were made out from the blotter.

Q. Don't your books show the bills on which this $33\frac{1}{3}$ per cent. was added?

A. No, sir; the bills that came from the Board of Audit, when the new Board of Audit was formed, were taken out, and the $33\frac{1}{3}$ per cent. was added to them.

Q. Can you inform this Committee, at the next meeting, the exact amount of the bills on which this $33\frac{1}{3}$ per cent. was added?

A. I cannot do it.

Q. Is there any clue, by which that can be discovered?

A. No, sir.

Q. You have no idea of how much they amounted to?

A. No, sir.

Q. Have you any idea?

A. No, sir.

Q. How can you expect a settlement with the city if you cannot tell from your books the amount of your claim against the city?

A. By going over the work again and examining it.

Q. Is that the only way?

A. That is the only way it can be done.

Q. Has your memory always been so defective?

A. It has, always.

Q. How far back does it go? Do you remember whether you had your breakfast this morning?

A. It is in your power, sir, to insult me, that is all.

Q. I only want to test how far back your memory can go.

A. Well, if you insist upon it I will answer you. I was sick this morning, and had no breakfast.

Q. (By Mr. COLE)—Did you testify in the Hall trial?

A. Yes, sir, I did.

Q. Is it your best judgment that the testimony which you have given to-day is substantially the same as that which you gave at the Hall trial?

A. I don't know. I told you all I know about these matters.

Q. Was what you swore on the Hall trial true?

A. Yes, sir.

Q. And what you swear to now—is it true?

A. Yes, sir.

Q. And if they do not coincide it is owing to a defect in your memory?

A. Yes, sir.

Q. Next Monday morning we will want your books in order to see what they show in regard to these matters, and to find out if the city owes you \$200,000.

A. I don't know that they would enable you to find out that. That could not be done unless I could go about and point it out. I have been pressing for a settlement in that way for a long time.

Q. I thought you made an arrangement with some one or other that you would give testimony to help the city in these suits if you were not sent to the Penitentiary, where you should have been sent?

A. I have.

Q. What do you mean by saying that you have been pressing for a settlement of your accounts ?

A. I mean to say that I wanted some one to go around to the different places where I did work, to show what had been done.

Q. Supposing that the work is all just as you say it is, what I want is the written data which you were to give to show that—can you do so ?

A. I could not.

Q. Then what do you mean by saying that you were wanting them to go with you to show them the work ? What I want is an account to correspond with the claims you make for the work ?

A. I have no idea that my books would show that.

Q. How, then, did you expect at any time to settle your accounts with the officials ?

A. I wanted to show them the work.

Q. What you proposed to do is to take them round and show them the work you have done, and tell them that amounts to so many dollars. Is that what you say ?

A. I propose to take them round and show them the work that had been done, and taken down, and replaced, and also what had been done elsewhere and charged to the Court House building.

Q. Can you make a list of that work now including the work done and replaced in the Court House, and also that on Blackwell's Island ; put in everything in the Court House that belongs to it ?

A. I don't know whether I could do that or not.

Q. Could you do it ?

A. I don't think that I could.

Q. Why then do you make this statement that you were constantly pressing the city for a settlement, if you

are unable to show the amounts that you actually received, or the work that you actually did?

A. We only commenced to go through with the accounting, when it was dropped.

Q. Have you ever been in a condition to do that—to show the amounts that you received and the work that you did for it?

A. I think so.

Q. Can you do so now?

A. I think I could.

Q. I want you to give us the amounts that you have received and the work that you did from your books?

A. I do not know that I can from my books.

Q. Where are you going to get the data from?

A. Some of it is in my books.

Q. Where is the rest of it?

A. I can get the data from the work itself.

Q. How?

A. From the fact that a great deal of it was charged to the other bureaus, and you cannot find out that till you place all the work.

Q. How are you going to find out the money that you got for each piece of work?

A. I could not tell you.

Q. Are you or are you not, or have you ever been, in a condition to state your account against the city?

A. I think I could.

Q. (By Alderman COWING)—Did you swear in your bankruptcy proceedings that you kept accurate books of account since 1867?

A. I don't know whether I said that or not.

Q. Have you kept accurate books of account since 1867?

A. They were not very accurate.

Q. You have kept books of account, but they were not very accurate, and would not disclose the state of your affairs since 1867?

A. They hardly would.

Q. How is it that your recollection as to real estate is better than as to other things?

A. Because they were great things and involved the consideration of materials.

Witness was ordered to appear again at the next meeting, and to bring with him the assignment to Shultz, and any other documents he may have that will serve to refresh his memory.

The Committee then adjourned until Monday, the 26th inst., at 2 o'clock, P. M.

TWENTY-FOURTH DAY.

NOVEMBER 26, 1877.

Present—Alderman LEWIS,
 “ COWING,
 “ SLEVIN.

JOHN H. KEYSER, having taken the stand, his examination which was continued from the 24th instant, was resumed, as follows:

[At Mr. COLE's request witness produced the two assignments made by him to Jackson S. Shultz.]

Q. Did you sign these papers?

A. Yes, sir.

Q. They were signed on the dates they bear?

A. I don't know.

Q. Do you expect any immunity from the city of New York on the ground that you will give such testimony as you may be able concerning the Ring frauds?

A. I am giving——

Q. Do you expect any immunity on account of giving testimony concerning the Ring frauds? Please answer my question.

A. I can only answer you by saying I have testified.

Q. But you must answer me by saying Yes or No?

A. I can only answer you in that way, sir; I couldn't do it (a pause); I testified to the best of my knowledge at all times (another pause); I believe that was the date, but when it was done I was so sick I couldn't hold my head up.

Q. When what was done?

A. Both of these papers.

Q. Who held your hand while you wrote your name?

A. I don't think anybody.

Q. You could hold your hand up, could you?

A. Yes, sir.

Q. But your head you couldn't hold up?

A. I couldn't tell.

Q. How were the papers before you?

A. I couldn't tell; it's a blank the whole of it.

Q. Well, when you testified the other day that you were induced by the lawyers to do it, you didn't know whether you were or not? It was all a blank?

A. That was when it was done.

Q. But you don't remember to have signed the paper at all?

A. Oh, yes, I do.

Q. Well, then, it isn't all a blank. Let us see if we can't fill up some of the rest of the blanks. Where were you when you signed that paper?

A. I was in my sick-room.

Q. When you signed the first paper?

A. Yes, sir.

Q. And when you signed the second paper?

A. Yes, sir.

Q. Was General Barlow there?

A. He was.

Q. And you could not raise your head from the pillow?

A. I was lying sick on the sofa.

Q. You don't know the day of the month it was, and have no idea?

A. No, sir.

Q. What was the matter with you?

A. I could not tell, except it was nervous prostration.

Q. Consequent upon what?

A. Consequent upon the troubles in which I was involved.

Q. To the best of your knowledge and belief, were these two papers executed on the date they respectively bear?

A. Yes, sir.

Q. Now, that would have been a perfectly proper answer to have given to both of my questions.

A. I would have been glad to have answered you, had I understood you better.

Q. Have you read these papers since you were on the stand, the other day?

A. I have not.

Q. Can you tell how you came to sign those two papers—both of which are dated October 6, 1871?

A. I don't know.

Q. Were you sworn the other day?

A. I was; I told you then that it was at the suggestion of my lawyer.

Q. You have a claim still against the city which you have testified was for work done and materials furnished prior to October 6, 1871?

A. Part of it was for work done before that, and part after that, I think.

Q. Did they give you any work to do after that?

A. I did not finish up the contracts that I was on until December.

Q. Some of it was for work done before October the 6th, and all of it was for contracts before that?

A. I don't know that.

Q. Did you ever make a contract with the city of New York after you gave these assignments to Shultz?

A. I had many orders which I refused.

Q. About what time did the orders from the city authorities come?

A. I should think about November.

Q. Now, to the best of your knowledge and belief, how much of this \$250,000 claim, which you testified you have now against the city, accrued prior to the making of this assignment of October 6, 1871?

A. A very large portion of it.

Q. Accrued before that?

A. Yes, sir.

Q. After you made these assignments, did you consider

that you had a claim against the city of New York on that part which had accrued before October 6th?

A. (After a pause.) Not after those.

Q. Then what do you mean when you swore here the other day that you still had \$250,000 claims against the city?

A. I meant that there was that much work that had not been paid for; that's all.

Q. You did not mean anything at all when you said you had a good claim against the city?

A. I have no claims against the city; most of the claims are in that assignment.

Q. Have you read the assignment since my examination of you last Saturday?

A. No, sir.

Q. Now the assignment reads as follows:

"In consideration of \$1, to me in hand paid by Jackson S. Schultz, of the city of New York, I do hereby sell, assign, transfer, and set over unto said Schultz all claims, demands, and causes of action which I have, or may have, against the county of New York or against the city of New York, or either of them; and also all debts, sums of money, due or owing to me by said county and said city, or either of them. Said Schultz is to collect said claims, demands, debts, moneys, or to release the same to said city or county, or to use them as offsets against any claims or demands which said county or city may legally and fairly have against me, according as one or the other of said courses shall appear to said Schultz to be in accordance with justice and fair dealing, or said Schultz is to make such other disposition of said claims, demands, causes of action, debts, and sums of money as he shall deem to be in accordance with honesty, justice, and fair dealing, and for the

consideration aforesaid I hereby sell, assign, transfer, and set over unto said Schultz all bills, books, accounts, vouchers and papers, documents and instruments relating to or containing records or entries of any of said claims, demands, causes of action, debts, or moneys; and it is further provided, and this assignment is made upon the express condition that if any suits are or may be brought by either the city or county of New York against said Keyser, and if it shall become necessary that the legal title to any of said claims, demands, causes of action, debts or sums of money, shall be vested in said Keyser for the purpose of offsetting the same, or for the purposes of defense, then and in that case said Schultz hereby promises and agrees to assign reassign any or all of said claims, demands, or causes of action, debts, sums of moneys to said Keyser, or for his request."

JOHN H. KEYSER."

"Sworn to before me, the 6th
day of October, 1871, }

T. J. McCARTHY,
Notary Public."

"STATE OF NEW YORK, }
City and County of New York. }

On the 6th day of October, 1871, before me personally came John H. Keyser, to me personally known, and known to me to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same for the uses and purposes therein named.

(Signed)

T. J. McCARTHY,
Notary Public,
New York County."

Q. What is that erasure (pointing to the words "Orison Blunt, \$1,881")?

A. I don't know. It is in my handwriting.

Q. Can you guess?

A. From my knowledge of the matter it is a mistake and was crossed out.

Q. Who crossed it out?

A. I don't know.

Q. When was it crossed out?

A. That I don't know. He paid that claim.

Q. Where has the paper been?

A. It should be the same as that in the Court.

Q. What do you mean when you say "that whereas I, John H. Keyser, of the City of New York, am indebted to the County of New York, and also unto the City of New York, in divers sums of money, which said sums I desire to pay, etc.," if as you now say, the City of New York is still in your debt, or that, upon a fair accounting, you would be about even?

A. I thought, when I made that assignment, that I was indebted to the city.

Q. At that time you thought so?

A. Yes, sir.

Q. What has happened since this paper was executed which, in your judgment, has changed the fact that whereas at that time you were "indebted in divers sums to the City and County of New York," now, you would not be?

A. I have not said that.

Q. What would be the explanation?

A. I thought that from having made the overcharge against the city, that I was indebted to the city.

Q. What did you mean, the other day, when you per-

sistently stated that, on a fair accounting, there would be but very little difference between you and the city?

A. I believed there would be, and I believe so still.

Q. Is that all the explanation that you can give?

A. I have just told you.

Q. Well, I shall not press it if you can give no other—Was that all that was due to you from every person and corporation at the time this deed was made?

A. It was all that was taken in there at that time.

Q. Was it a list of all the persons who were then indebted to you?

A. It was not.

Q. Why was it that these debts were selected from others to be the subject of this assignment?

A. I could not tell you the real motive. There was no motive of mine in it. I wished to screen them all. I would never have asked any of them to pay me a dollar back. I would never have asked Tweed or any other man to pay me a dollar back, and would not to this day.

Q. Although you knew that Tweed got it fraudulently from the city by means of your raised bills, you would not have asked him to pay back a dollar?

A. I do not care how they got it. They were all in trouble, and I did not care to trouble them any more.

Q. By whose suggestion was it done?

A. It was all done by the lawyers.

Q. What lawyers?

A. General Barlow, and, I think, Mr. Peckham and Mr. Shultz.

Q. Upon what theory were those names selected, and those amounts for restitution?

A. They said they would take them, and collect them.

Q. Upon what theory were those particular claims

culled from the mass of claims due to you, and put into this assignment. Why those rather than others?

A. There was no mass of claims.

Q. Can you give me no other answer than that?

A. My answer is that I don't know—(after a pause)—upon the theory that those men were connected as defaulters to the city.

Q. That they were connected as defaulters to the city?

A. Yes, sir.

Q. Upon that theory, these claims were picked out from the other claims, and you turned them over to your trustee, Mr. Shultz?

A. Yes, sir.

Q. Now here is another deed of trust to Mr. Shultz—how did you come to make that?

A. Because they asked me to do so.

Q. Did they give you any reason?

A. I could not tell you.

Q. What do you mean by that?

A. I don't know. I simply signed the agreements that they made out for me.

Q. I see that this second one has the name of F. G. Barlow signed to it as a witness, and that it is acknowledged before T. J. McCarthy, a notary public—was General Barlow present?

A. I think he was present.

Q. You don't recollect any reason why these two papers were made out instead of one?

A. No, sir.

[Counsel here read the second assignment made by Keyser to Shultz, as follows:—

“Whereas I, John H. Keyser, of the city of New York,

am indebted unto the county of New York, and also unto the city of New York, in divers sums of money, which said sums I desire to pay or secure to be paid; now, therefore, in consideration of the premises herein, and the further consideration of one dollar to me in hand paid by Jackson S. Shultz, of the city of New York, I do hereby sell, assign, transfer, and set over unto the said Shultz all claims, demands and causes of action which I have or may have against the National Broadway Bank of the City of New York, and all debts and sums of money due, owing, or to become due or owing to me by or from said bank.

And for the consideration aforesaid, I do further sell, assign, transfer, and set over unto the said Shultz all claims, demands, and causes of action which I have or may have against any of the persons, firms, or corporations mentioned in the schedule hereunto annexed, and all debts and sums of money due or owing, or to become due or owing to me by or from said persons, firms, or corporations, or any or either of them. Said claims, demands, causes of action, debts, or sums of money are wholly or mainly for work, labor, and services done and performed by me for said persons, firms, and corporations, during the time from January 1, 1864, to date, or for materials furnished by me to said persons, firms or corporations during said time, and are of about the amounts set opposite said names in said schedule, and are all due and owing to me. And for the consideration aforesaid, I hereby sell, assign, set over and transfer unto said Shultz all bills, books, papers, accounts, vouchers, documents, and instruments concerning, relating to, showing, or containing entries relating to said claims, demands, causes of action, debts, or sums of money.

This assignment or transfer is made to said Shultz for the following uses and purposes, that is to say, said Shultz is to collect and enforce said claims, demands, causes of action, debts and moneys, and out of the proceeds thereof shall first pay the legal and reasonable expenses of collection, and out of the balance, or net proceeds thereof, shall pay unto the city of New York and also unto the county of New York, such sums of money as I shall be found, upon a fair or just and fair accounting and allowance of legal proofs and offsets, to owe unto said city or county, or either of them.

NEW YORK, October 6, 1871.

JOHN H. KEYSER."

"In presence of
FRANCIS C. BARLOW.

"STATE OF NEW YORK,
City and County of New York. }

On this 6th day of October, 1871, before me personally came John H. Keyser, to me personally known, and known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the uses and purposes therein named.

T. J. MCCARTHY,
Notary Public,
New York County.

The schedule hereinbefore referred to is as follows :

John Fox	\$1,661 38
R. B. Connolly.....	9,909 55
J. T. Connolly.....	2,510 54
R. C. Hutchings.....	1,082 66
Andrew Bleakley.....	915 08
Andrew Willman.....	219 66
E. A. Woodward.....	19,832 44
James Hayes.....	486 88
William M. Tweed.....	41,177 77
W. E. King.....	32,000 00
M. B. Wilson.....	399 83
A. J. Garvey.....	435 00
G. W. McLean.....	11,361 00
James McGowan.....	34 50
M. J. Farrell.....	31 72
Terence Farley.....	2,444 85
W. M. Edelsten.....	101 45
W. A. Herring.....	206 00

118.001.3

I hereby further assign, set over and transfer to Jackson S. Shultz, for the purposes and trusts, and subject to the conditions, terms and words of the above assignment, and in consideration of one dollar to me in hand paid, receipt whereof is hereby acknowledged, the following bills, to wit: Orison Blunt, \$1,801; Charles G. Cornell, \$407.13.

81031
7887

NEW YORK, February 16, 1872.

JOHN H. KEYSER.

Signed, sealed, and delivered }
in presence of }

PETER B. OLNEY."

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2

Q. In the light of that assignment, will you please tell me why you swore the other day that the city still owes you \$250,000?

A. I don't know that I have got your idea.

Q. You assigned, on October the 6th, 1871, all the debts and sums of money due or owing to you, to Jackson S. Shultz, for the benefit of the city and county of New York?

A. Yes, sir.

Q. How is it, then, that subsequent to that assignment you now persistently say that the city is owing to you \$250,000, and that you have been seeking for several years to recover it?

A. I never claimed it, and I never asked them for it. The explanation of it is that I told Mr. Shultz and Mr. Barlow that the city was still owing to me a large amount of money. They said that they would take those bills, and have them as an offset to the claims against me, and would give me a settlement and clearance. Mr. Shultz went in good faith to Mr. Green to try to have it done, but I believe he never succeeded. I went with him on one occasion for that purpose.

MR. COLE—Now, that is a clear and business-like statement.

Q. Each one of these claims, so far as you know or so far as you have been informed by any person whatever, was collected or compromised by Jackson S. Shultz, as trustee for the city and county of New York—let me call your attention to them separately—take the claim against John Fox, amount \$1,661.38—was that collected?

A. They were all compromised, but I could not tell you for what sums. Something was got from them.

Q. Was anything got from R. B. Connolly—your claim against him was \$9,909.55?

A. Something.

Q. Was anything got from J. T. Connolly—claim \$2,510.54?

A. There was, but I don't know for what it was compromised.

Q. Was anything got from R. C. Hutchings—your claim against him was \$1,082.66?

A. That I don't know.

Q. Was anything got from Andrew Bleakley—your claim against him was \$915.08?

A. I think not.

Q. Was anything got from Andreas Willmann?

A. I think not.

Q. Anything from E. A. Woodward—your claim against him was \$19,832.44?

A. There was.

Q. How much?

A. I don't know, but I understand that \$6,000, \$7,000 or \$8,000 or in that neighborhood, was got from him.

Q. Anything from James Hayes?

A. I think he paid his bill.

Q. Your claim against him was \$488.66?

A. Yes, I think he paid it without any trouble.

Q. Was anything got from William M. Tweed; you claimed from him \$41,117.77?

A. Yes, sir.

Q. How much?

A. In the neighborhood of \$30,000.

Q. Was anything got from N. E. King?

A. I think there was something got from him.

Q. How much—do you remember the amount?

A. I don't know.

Q. It is a pretty big item, \$33,000?

A. I don't know how much was got from him.

Q. Give us your best information?

A. I think it was \$8,000 or \$9,000.

Q. Did M. B. Wilson pay anything. His bill was \$399.83?

A. He paid his bill.

Q. Was anything got from A. J. Garvey; your claim against him was \$435?

A. He paid his bill without any trouble.

Q. Anything from J. W. McLean; your claim against him was \$11,361?

A. He paid something—a very small amount.

Q. Anything from James McGowan, amount \$34.50?

A. I don't remember.

Q. Anything from M. J. Farrell, amount \$31.72?

A. I don't remember anything about it.

Q. Do you know if Terence Farley paid anything; your claim against him was \$2,444.85?

A. He paid something.

Q. Do you know how much?

A. It may have been \$1,000 or somewhere in that neighborhood.

Q. Did William M. Eldelstein pay his claim, amounting to \$101.45?

A. Yes, I think he paid his bill.

Q. Did William A. Henry pay your claim against him, amount \$206?

A. I don't remember anything about that.

Q. Now, this erased name, Orison Blunt, opposite which is the sum \$1,801; what about that?

A. I think there was a mistake in that. I do not think there was anything due from Blunt.

Q. Did he pay anything?

A. He paid something.

Q. As to Charles G. Cornell, your bill against him was \$407.13?

A. He paid his bill.

Q. Have you any idea of the amount which each of those persons paid respectively, or of the sum total?

A. Not the least.

Q. You put these claims in the hands of Mr. Shultz as a trustee for the city and county of New York?

A. Yes, Mr. Shultz employed a bookkeeper to take accounts off.

Q. Under the arrangements which you made in these two assignments, Mr. Shultz was appointed by you a trustee in behalf of the city of New York.

A. Yes, sir.

Q. Whatever was collected he collected?

A. Yes, sir.

Q. You have no means of knowing what the total amount was?

A. No, sir.

Q. What is your best information in regard to the sum total?

A. I think the whole amount collected was in the neighborhood of \$60,000.

Q. And that \$60,000, under this assignment, belonged to the city of New York.

A. Yes, sir; after a fair accounting or settlement between us, if it should appear that I am indebted that sum to the city of New York; and he was to hold it till that settlement took place.

Q. That was your understanding of the paper at that time?

A. I did not understand much about it when I signed the papers.

Q. Well prior to your signing them, you said that you were in your usual health?

A. I have but little knowledge of those papers.

Q. Your understanding of them was subsequent to your signing them—state to the Committee what your idea was of the purport of those papers—what did you intend to do? State as frankly as you can?

A. Those papers were forced out of me at a time when I was sick, weary, and not in a condition to understand myself. And at that time I was so sick that I had to be carried away from my house the next night, and sent down South. Therefore, I am responsible and I ain't responsible for them papers. I know nothing about them; and everything connected with them is dim in my mind.

Q. You are in your right senses now, what is your idea—having heard those papers read, what is your present idea of their purport—what was J. H. Shultz to do when he collected those claims, according to your present understanding of these papers?

A. If on a fair accounting with the city as to the amount of work done and the materials furnished to the city, it should be found that there was a difference in my favor, he was to pay that money to me, but if I owed the city anything he was to pay it to the city.

Q. It was your understanding that Shultz should hold that \$60,000 until an accounting should be had?

A. Mr. Shultz and myself tried for four years to get a settlement, but could not succeed.

Q. As a man of good business capacity and in his sober

senses, is it not your understanding of the purport of these papers that Shultz should have retained the money collected on those claims until there was a settlement or accounting between you and the city, and if the balance should be in your favor, he was to pay it to you, but if you owed anything to the city, he was to pay it to the city?

A. Well, don't the writing express it? It depends on how the writing expresses it. That is all I can say. I think as you do about it.

Q. Please tell me what has actually been done under and by virtue of these deeds of trust?

A. Mr. Shultz went to work and collected these claims and offered to settle with the city, but failed to do so; waited two years and then returned the money back to me.

Q. What do you mean by saying he tried to make a settlement?

A. He went with me to Mr. Green and tried to get him to put experts on all of my work, and to examine it and pass upon it, and I would furnish him men, and horses, and wagons, and point out the work, locate it all over the city; and after a great deal of persuasion Mr. Green did appoint men and commenced and I went over the city and showed them work, for the space of two or three months I showed them; and all at once the thing was suddenly dropped and they left me.

Q. Why did Mr. Green hesitate, and why did it require a great deal of persuasion?

A. Well, because he's naturally pig-headed; that's all.

Q. Did his pig-headedness evince itself by anything that he said?

A. I think it did.

Q. Tell us what he said ?

A. I could not remember.

Q. Well, as near as you can ?

A. I could not tell you.

Q. I will not take that for an answer, so you may as well tell me ?

A. My answer is that I have no recollection about it. He treated me very brusquely.

Q. What did Mr. Shultz have to say to him ?

A. I do not know. They had their private conversations together about it.

Q. In your presence what was said ?

A. I only knew from what Mr. Shultz told me. He said that Mr. Green agreed to settle up with me, and upon this promise I surrendered my books and agreed to testify in the Ring suits. Mr. Shultz said that Mr. Green did not keep his word.

Q. Did he tell you why ?

A. No, sir ; but he told me very often that Mr. Green did not do as he had agreed to with him.

Q. Did he state in what particular he would not do what he had agreed to ?

A. Mr. Shultz appointed Mr. Olney to act for him in appraising the value of my work and Mr. Green appointed somebody else, and these two were to adjust the whole matter. Mr. Olney did his part and pushed the thing. He went often to Mr. Green at my solicitation ; but at last it was suddenly dropped. Mr. Green did not keep his word which he had made in the presence of others.

Q. What others ?

A. Mr. Tilden, Mr. Havemeyer, Mr. Stebbins, who was President of the Public Parks. At the interview in which this whole matter was suggested, Mr. Tilden took down

the law and showed Mr. Green that he had a right to settle the claims ; and he agreed to do so. It was upon this agreement that I was to be used as a witness and that I gave up my books. Mr. Shultz kept faith, but Mr. Green did not.

Q. Did Mr. Shultz tell you that Mr. Green gave any reasons for his not carrying out his agreement?

A. Mr. Shultz often told me that he was obstinate.

Q. You often talked it over with Mr. Shultz?

A. Yes, sir.

Q. Can't you remember anything about what Green was represented to have said in those connections?

A. He said that he would appoint a committee to examine this thing, and carry it out.

Q. And he was obstinate without good reason?

A. I know no reason why he did not comply with his agreement.

Q. Was it not his opinion that no extra work which could be pointed out as having been done by you, could offset the 33 $\frac{1}{3}$ per cent. which you had added to your bills and fraudulently taken from the city?

A. As I understood it then, and as it was always explained to me, if I gave up to the city the amount of the extra work I had done and some \$40,000 they held of money belonging to me under assessment work, I was to be entirely released.

Q. The \$40,000 and the claims you had?

A. No, sir; I hadn't no such idea in my mind of ever giving them claims up. I hadn't no such idea in my mind when I signed that document.

Q. Ah! Was there an arrangement between you and Mr. Shultz that he should hold them awhile, and then give them back to you?

A. Oh no.

Q. Then why do you say, in the face of that assignment, that you never had an idea of giving up those claims?

A. 'Cause I didn't think they'd ever be called for.

Q. But they had been called for and delivered under this deed of trust, and some of them collected, yet you say you had no idea of giving them up?

A. Well, I didn't know at that point. I---. The idea I gathered from Mr. Shultz was that he had done his best to get a settlement, and they wouldn't have it, and then he gave it back to me.

Q. When he gave it back to you, why did he make you give him mortgages?

A. Well, I suppose as a measure of precaution and safety.

Q. And you gave him second mortgages on property already mortgaged beyond its entire value?

A. No, sir; the mortgages he held at those times were valid over and above everything, but the bad times came, and made even them valueless.

Q. Did you tell him they were second mortgages?

A. I told him honest, just as they were.

Q. Then the sum of money Mr. Shultz lent you was all in one sum?

A. No, sir.

Q. Have you any recollection of the sums you received?

A. No, sir; except they aggregated about the amount he had and were paid along from time to time, occupying, perhaps, six months, in small sums of from \$2,000 to \$5,000.

Q. And every time he delivered a sum to you, did he take a mortgage?

A. Oh! He took all the mortgages before. I think his lawyer took them before he went to Europe.

Q. Was that to secure payment of money he was subsequently to make to you by a concerted plan between you and him?

A. It wer'n't no plan.

Q. Agreement, then, if that is a less offensive word!

A. Mr. Shultz sent for me before he went to the great fair in Europe, and says he, "Keyser, I don't want to be bothered with this thing any longer, and I can't get any settlement," or words to that effect "and I want to have this thing closed and off my mind before I go;" and I told him I was on the eve of bankruptey then; and he says, "You go to my lawyer (Mr. Peter B. Olney), and have him draw up securities that will hold me harmless, and I will return you your money." I very gladly done so, and these were executed about the time he went away, or immediately after, and sent down to his own office, and then from time to time, as I needed money, it was given to me, over his counter, by his cashier, and I paid my debts.

Q. Mr. Shultz had left instructions with his cashier to give you money as you needed it?

A. Yes, sir.

Q. Now, don't you know that this money which Mr. Schultz gave you was money that he lent you himself, upon these mortgages on your property?

A. I think that he considered that he loaned me the money.

Q. Then why have you been saying that he gave you back this money which he held in trust for the city, and putting him in such an unenviable light before the community?

A. I don't think I gave that idea. He only returned me my money that belonged to me.

Q. You swore the other day that he loaned you this money?

A. Well, I swear it again. Of course he did, and took mortgages for it. If he had any motive it was only to relieve a man that was being broken down by others.

Q. Then it was not the trust money he loaned you?

A. You know what money it was. It was that money there.

Q. But that money there was not Mr. Shultz's money to loan, was it? He held it in trust. Now, was it the trust money that he returned to you, or was it his own money that he loaned to you?

A. Well, I understood the city never accepted him as trustee. It was the money represented in that schedule.

Q. Now, in that light do you think that was a personal loan to you, or a return of the money he held as trustee?

A. I think it was a personal loan to me.

Q. Ah, then he still holds and is responsible for the \$60,000 he collected and held in trust for the city?

A. I suppose——

Q. Then, on a fair accounting between you and the city, if it turns out that you owe money to the city he must still turn over that money to the city?

A. No, no; that is not my idea. I don't know what fund Mr. Shultz lent me from. He told his cashier to pay me. That's all.

Q. Then when he said he was tired of the thing and wanted to give back the money, he did not mean anything?

A. Oh, yes; he meant he was going to return me my

money. But when you ask me if it was held in trust for the city of New York, I don't know. He loaned me the money under this trust-deed.

Q. Did you have the titles to the property searched?

A. Mr. Olney had.

Q. Did you pay the expense of that?

A. It came out of the fund.

Q. It came out of the \$60,000 that Shultz returned to you?

A. Yes, sir.

Q. Do you know how much came out in that way?

A. I never knew.

Q. Is there any way by which you can ascertain?

A. No, sir.

Q. How much did you receive in all from Mr. Shultz?

A. I could not tell you that. His own statement will show you that.

Q. I want you to give your statement?

A. It is in the neighborhood of \$60,000.

Q. Who paid the law expenses for searching the title to your property on which you gave him mortgages?

A. That was paid for out of the fund.

Q. Who paid them?

A. I don't know?

Q. How then do you know that they were paid out of the fund?

A. Because I understood Mr. Olney to say so. In his disbursements he said that he had charged them.

Q. Charged against whom and collected from whom?

A. He took it out of the fund.

Q. The fund was never in his hands?

A. It all went through his hands. He was the lawyer in this case.

Q. In what case?

A. In all the cases.

Q. Did they hold that fund and turn it over to Mr. Shultz—I am speaking now about the fees and charges for searching the titles—was it in the hands of Mr. Shultz when you wanted to get it back into your hands?

A. I don't know but they were paid from the claims which Mr. Shultz had collected.

Q. That money which you borrowed from Mr. Shultz upon mortgages on your property, did the charges for the law expenses come out of the fund?

A. I think so; but I am not clear on that subject.

Q. Well, I would not say so if I was not clear.

A. It might have been paid by Mr. Shultz.

Q. You did not pay it?

A. I do not know.

Q. Do you know whether you paid Mr. Olney?

A. I do not know.

Q. Have you any way of ascertaining that fact?

A. I have no remembrance of it now.

Q. Have you any data by which you can refresh your memory—any check-book, any entry, or anything—did you pay it by check or in money?

A. That I do not know, I have no remembrance of it now.

Q. Are you familiar with the course of business with regard to lending money on bond and mortgage, as to who pays the expenses of the transaction?

A. Yes, I am pretty familiar.

Q. What is the practice?

A. The practice is that the man that gets the money pays the expenses.

Q. Who got the money in this case?

A. I did.

Q. I see that you have your books here; can you point out to me two or three entries of those bills which you raised? I want to see a case of a raised bill as it appears on your books.

A. I could not do so. You can examine the book yourself.

Q. Will you help me? Please to turn to that portion of your books which states the amount of money that you received from the City and County of New York, between the first of January, 1868, to 6th of October, 1871, when you made this assignment, and show me a single item which records some money which you received from the City and County of New York, at any time?

A. I could not do so from the books here.

Q. Why?

A. Because it is not in my power to do so.

Q. Well, why?

A. Because it is not in my power.

Q. Why?

A. Because I have not the power to do so.

Q. Why is it not in your power?

A. I cannot tell you why.

Q. Why can't you?

A. I can't tell you why.

Q. That is no answer. Why is it not in your power, with the books before you, to point out an item which records any money received by you from the City of New York? That is a very easy question, compared with some which I put to you to-day, and which you answered off-hand.

A. I cannot do so.

Q. Why?

A. Because the entries that came from the first Board of Audit and from the second Board of Audit were all massed together, and the dates were altered and they are not in a condition so that I could show you any ways straightly.

Q. Well then, show me crookedly. I do not expect you to show me a straight transaction. I expect to find it a very crooked business. I simply wish you to show me a place in which there is recorded a single transaction with the city. Please do that?

A. (No answer.)

Q. I want to see an entry where you got the money on one of these warrants. Show me one?

A. The ledger will show it, under the head of the New County Court-house.

Q. Does it contain an account of all the work you did during those times?

A. It contains an account of the work that I charged under that head, from January the 4th, 1869, down to March the 1st, 1871.

Q. All the entries against the New County Court-house?

A. It contains all entries of the work for the New County Court-house; but it does not contain an account of the work done for the other departments.

Q. You have no idea now, after the thing has been called to your attention, how much your accounts against the New County Court House amount to?

A. No, sir.

Q. And during all this time you and Mr. Shultz have been making strenuous efforts to have a settlement with the city. How could you ascertain the amount of your claims against the city?

A. I knew from the money that I had paid out.

Q. Did you carry all these figures in your head?

A. No; but I separated the checks.

Q. Had you any data to show Comptroller Green how much was due to you?

A. I knew that I had paid out for labor, in checks, \$500,000, and I paid in bills \$150,000.

Q. What else did you know that you had done?

A. I knew that there could not be any great difference between us when we came to a settlement.

Q. Is that the only thing?

A. I never kept any account in the books. I could not tell you one account from another.

Q. What part of the business do you now attend to?

A. I attend to the out-door department.

Q. During all these years that you have been unjustly accused of defrauding the City of New York, you never had the curiosity to try to find out, even for your own information, how you stood with the city?

A. No, sir.

Q. Then why is it you say that you were repeatedly pressing Comptroller Green to settle with you, when you have not the slightest idea of your affairs or how you stand with the city?

A. I did not think there was any great difference between us.

Q. Now, suppose you had transactions with an individual and not with the city, and that there was a great controversy between you and him: he said that you owed him some money and you said that he owed you some money—now would not the first thing naturally be to go to your books and say, “Here is my statement of the transaction?”

A. It might be so.

Q. Would it not be so?

A. Yes, it would be.

Q. You were exceedingly anxious all the time to settle with the city of New York, and believed, as you say, that there would not be much difference between you, yet you have never attempted to make up a statement of your accounts with the city, and now say that you cannot tell why you have not done so?

A. No, sir; I cannot tell you why.

Q. I would like you to do that—to make up yourself, or get your bookkeeper to make up, an account of how much you charged the city and county of New York for work done and materials furnished, according to your own figures—will you do that for me?

A. It would be an impossible thing to do.

Q. I mean according to the ledger—it is balanced like every other ledger, I suppose—that would not be impossible?

A. In 1871 there was an approximate statement made of something of that kind. It was like this, as I have tried to recollect and bring it down. I paid out for labor in checks \$500,000 from 1868. I paid out for bills \$150,000; and I paid, in checks, for stock, materials and sundries, \$750,000—the checks of which are all here now. The aggregate was something over \$2,000,000.

Q. Is that with the $33\frac{1}{3}$ per cent. additional, or without it?

A. That was with the $33\frac{1}{3}$ per cent. on some of it—how much I do not know. I should think it might be on one-third of it—of the \$2,000,000.

Q. You have accounted for \$1,400,000—give me the figures over again?

A. I paid out \$500,000 for checks, and in bills, about

\$150,000. I paid in checks for stock and sundries \$750,000—which the general memorandum, taken in 1871, shows something over \$2,000,000 taken altogether.

Q. That is very well as far as it goes; what other items go into the \$2,000,000; the labor and materials you have accounted for?

A. These books and the memorandum show about \$2,000,000.

Q. That two millions now comprises, as you think, all that you ever did for the city?

A. Yes, sir, something over \$2,000,000.

Q. How much more?

A. About \$2,150,000.

Q. Now on one-third of these bills $33\frac{1}{3}$ per cent. has been added; that would be, in round numbers, \$720,000 on which you added $33\frac{1}{3}$ per cent; so that leaves, in round numbers, \$240,000 which you fraudulently took from the city by your own figures?

A. Yes, sir.

Q. Well, that appears to be a very business-like statement; I would like you to have made out for me an itemized statement of the \$500,000 which you have in this schedule?

A. They are all here.

Q. I want you to go to work and have this done?

A. I have no bookkeepers now to go to do it.

Q. Do you own any stock in the Keyser Stove Works?

A. No, sir.

Q. And they only give you \$1,500 a year?

A. Only \$1,200.

Q. How do you account for your present unfortunate condition; where is the money all gone?

A. I was a bankrupt when the "Ring" troubles broke

out, and mortgaged my house within two weeks afterwards to get money to go away ; I mortgaged my house for \$10,000.

Q. What suits have you testified in—what Ring suits ?

A. I have testified in two of the Tweed suits, and in the one against Oakey Hall.

Q. What was the purport of your testimony, as you now recollect it, in the Tweed cases ?

A. I could not tell you.

Q. Did you know at that time anything about these frauds—did you know about his receiving any portion of this $33\frac{1}{3}$ per cent. when you testified ?

A. No, sir.

Q. What were you called upon to testify concerning ?

A. Concerning my own bills.

Q. Simply that you had raised them and were told to do so by Woodward or Watson ?

A. Yes, sir.

Q. Were you asked anything concerning your knowledge of who got the $33\frac{1}{3}$ per cent. ?

A. I don't remember, because I never knew it.

Q. You don't remember whether that question was asked you ?

A. No ; the first explanation I saw that was satisfactory, was what I read of Mr. Tweed's evidence before this Committee.

Q. You were not enlightened by what was brought out in the Tweed trials ?

A. I did not put much confidence in them, as they consisted of figures.

Q. And you, as a business man, don't place much confidence in figures ?

A. I have got a much better insight into matters now.

Q. Now, do these books contain all the data which is necessary for us to ascertain how much you charged to the city for work done and for the materials you furnished?

A. They do, together with the memorandum books which I can give you. I will be glad to explain all that I can.

Q. Did not Mr. Taintor go over these books?

A. No; Mr. Barrow did.

Q. Did he get all that is in them?

A. He did, except the back work and the first Board of Audit work.

Q. I want you to give us all the information you can about those items which we find here?

A. Mr. Brennan, the then Comptroller, kept me out of my pay for nearly three years, and when the new Board of Audit came in, the accounts sent to the first Board of Audit and those in the Board of Supervisor's office were all lumped.

Q. They were all in Mr. Barrow's statement?

A. No; he never got them.

Q. You took all those back claims and lumped them?

A. Some were paid and some were not paid. I gave them those that were paid and them that were not paid.

Q. Will you indicate those which were paid and those which were not paid?

A. I will.

Q. I want you to do for us what you failed to do for Mr. Green when you wanted a fair accounting between yourself and the city.

Q. (By Alderman COWING)—Were you ever guilty, or did you ever perpetrate any other fraud against the city of New York, except adding $33\frac{1}{3}$ per cent. to your bills?

A. I don't think that I ever was.

Q. When did that commence?

A. I don't remember.

Q. Do you remember when it was that the suggestion was made to you, that you should do it?

A. No, sir; I do not.

Q. How did it strike you at the time this suggestion was made to you?

A. The city was owing me very largely, and I was compelled to do that or to lose the whole of my claims.

Q. And you did it to save yourself?

A. Mr. Brennan, the Comptroller, had refused to pay me, and kept me out of my money for years.

Q. What reason did he give?

A. I was a Republican, and they wanted to crowd me out.

Q. Did they give that as a reason?

A. No, they did not give that as a reason, but it was well understood.

Q. What was well understood?

A. That Mr. Brennan wanted to "work in" Morgan Jones. Mr. Tweed, Bell, Blunt and others told me to keep on with the work and they would see that nobody should get it from me—that I done it faithfully and well, and was the only one who do so, and they would always keep me in for that reason.

Q. Did Mr. Brennan ever pay you any bills after that?

A. Now and then he did, but very little. He kept me out of a great portion of my bills.

Q. Through whose instrumentality did you get this work?

A. From the Board of Supervisors.

Q. Was it through any one in particular?

A. No, it was because I did the work well. I was a favorite with them.

Q. Was that the reason?

A. I think so.

Q. When did you first commence to do work for the city of New York?

A. It is twenty years ago—when Mr. Conover was the Comptroller.

Q. Had you always rendered fair bills to the city of New York, before you added this $33\frac{1}{3}$ per cent. to them?

A. I have.

Q. That was the first time that you fell from grace?

A. I think so.

Q. You say that you don't remember the first time it struck you about the honesty or dishonesty of doing that?

A. I don't remember.

Q. What year was Mr. Brennan Comptroller; do you remember?

A. No, sir, I don't remember.

Q. Did Mr. Brennan continue to pay you money on account of your bills?

A. My bills accumulated. The bills from the first Board of Audit were taken out and were placed with those in the Board of Supervisors. Some of those bills are in that office yet.

Q. And some of those bills had the $33\frac{1}{3}$ per cent. added to them?

A. Yes, sir.

Q. Can you approximate the amount?

A. No, sir.

Q. What is the reason you did not sue the city?

A. I could not tell you. I have not been engaged in law suits any more than I could help.

Q. Supposing, Mr. Keyser, that it should be ascertained on a fair accounting between you and the city, that, by reason of this $33\frac{1}{3}$ per cent. being added to your bills, you are now largely indebted to the city and county of New York, is it your intention to make good the amount you are owing to the city?

A. It is a hard question to answer for a man who is a bankrupt.

Q. What is now your intention?

A. You can only judge of what I should do by the past. I failed twice before in my life, and have since paid up every dollar of my indebtedness.

Q. You have not made the city a party in your bankruptcy proceedings?

A. No, sir.

Q. For what reason did you not?

A. The only reason was that they were outlawed.

Q. The claims against you were outlawed?

A. Yes, sir.

Q. Is that the only reason?

A. I don't think, besides that, on a just accounting, I owe the city anything.

Q. That was merely guesswork. You have never set down to make up any account between yourself and the city?

A. Not definitely.

Q. How did you happen to select Mr. Shultz as your trustee in this matter?

A. Well, sir, there was a great cry raised against me here, and great threats made, and I knew Mr. Shultz, but not very well. I went to him, knowing him to be a

good and faithful man, and I laid my case before him. He said: "Keyser, if I can help you, I will help you."

Q. Can you state whether you were the means of defrauding the city out of \$2,000,000?

A. I do not know what the claims are against me.

Q. You have stated that the city owes you \$250,000, and you state now, on your oath, that you cannot say whether you did not help to defraud the city out of \$2,000,000—how can you reconcile these statements?

A. There is a great deal charged as having been paid to me that I never received.

Q. Was it not all paid to you in warrants?

A. Yes, sir.

Q. And many of the warrants, you say, never passed through your hands?

A. No, sir.

Q. And were made payable to your order?

A. Yes, sir.

Q. But your name was forged?

A. Yes, sir.

Q. And you never received the money?

A. No, sir.

Q. And did not authorize any other person to receive it?

A. Only when I was away.

Q. Do you know of any instance of your name having been signed without your authority?

A. I have not investigated them. I don't know that I ever authorized any one to sign a warrant for me.

Q. Have you ever seen any warrants where your name was forged?

A. Yes, sir.

Q. How many?

A. A great many.

Q. Can you tell how many?

A. No, sir.

Q. Then you have been the dupe of other people in this matter?

A. I have to an extent.

Q. When did you see those vouchers with the forged indorsments?

A. I saw them when I was in the Comptroller's office.

Q. They are all gone now—destroyed, are they not?

A. Some of them are and some are not; I had taken some of them out which they say had been paid; I went to the Comptroller's office and he ordered the bills to be sent out to me; they were taken out and put into a drawer, but while there the vouchers were stolen.

Q. If I should produce them here you would have no difficulty in separating those that were forged from those that were not?

A. I think not.

Mr. COLE—Come here again to-morrow and I will have the vouchers here, and I want you to separate those which are forged from those which are not.

Q. You have a brother in Florida who is a preferred creditor in your bankruptcy proceedings, have you not?

A. Yes, sir.

Q. What is the amount of his claim?

A. \$68,000.

Q. Upon what state of facts was he made a preferred creditor?

A. \$10,000 he checked out of his bank to me, and \$38,000 he loaned me previously.

Q. Which was secured by what?

A. By nothing.

Q. How did he get a preference over other creditors?

A. Because he was my brother.

Q. You gave him a preference over other creditors; why?

A. Because he was my brother.

Q. Do you think that one's brother has, in good conscience, a legal preference over other creditors in bankruptcy proceedings?

A. I think when he checked \$10,000 to me out of his bank, that I would not be much of a brother if I had not given him a preference.

Q. Do you understand that the fact of a debtor's being a brother to a bankrupt is a good reason for his being included in the list of preferred creditors?

A. I don't know anything about the legal part of it?

Q. What preference has a brother in business matters—why, in your judgment, should a brother be made a preferred creditor in bankruptcy proceedings?

A. Because I chose to make him so.

Q. Who made out your schedule?

A. It was a man by the name of Gallagher and myself.

Q. Did you tell your lawyer that the only reason your brother was a preferred creditor was because he was your brother, and for that reason you made him so?

A. I don't remember what I told him.

Q. In talking over the matter with your lawyer, did you tell him that you wanted to put in your brother as a preferred creditor merely because he was your brother?

A. I don't remember anything about the fact.

Q. What is your present understanding with regard to the law of the matter?

A. I don't know what the law is. I know the fact is so.

Q. Suppose your brother's debt was for borrowed money, and suppose you had other debts to other persons also for borrowed money?

A. I suppose blood would come in first.

Q. When you made a sworn statement in which there were two classes of creditors—one preferred and the other ordinary creditors—what did you understand was the difference between the two classes?

A. I don't understand much about the law, but I have an indistinct remembrance that the bankruptcy law allows you to do anything within a certain number of months. I don't remember but it was probably done within that time.

Q. The money was borrowed money?

A. It was a check out of the bank.

Q. Was there any connection of any sort between you and Mr. Shultz previous to this?

A. No, sir; I was a stranger to him. He simply took me up and acted towards me as the best friend I ever had.

Q. He was acting for you in this matter?

A. Yes, sir. He was befriending a man who had been beaten down.

Q. You understood that he was befriending you in this matter?

A. Yes, sir.

Q. Acting for your best interests; and seeing that no harm should come to you?

A. Yes, sir.

The Committee then adjourned till next day, 27th inst.

TWENTY-FIFTH DAY.

NOVEMBER 27, 1877.

Present—Alderman LEWIS,
“ COWING,
“ SLEVIN.

JOHN H. KEYSER resumed his testimony as follows :

Q. (By Mr. COLE)—Tell me, if you please, Mr. Keyser, what was the origin of these claims which were assigned to Mr. Shultz for the benefit of the City of New York.

A. They were all for work and materials furnished at the places or residences of the respective parties, for all kinds of plumbing, stove work, etc.

Q. And afterwards you charged it against these persons respectively in your journal on the days in which the work was respectively done and charged for?

A. Yes, sir.

Q. And the accounts were culled from your books?

A. Yes, sir.

Q. At that time did you have a number of other claims against solvent persons?

A. Yes, sir.

Q. But you were only required to sign the claims of those persons specified in your schedule to the City of New York?

A. Yes, sir.

Q. The newspapers, or some of them, have reported you as saying that the name of Orison Blunt had got into the claims by mistake?

A. Yes, I made a mistake; I never presented a bill to him which he did not pay.

Q. Did you not assign the claim against Orison Blunt to Mr. Shultz?

A. I did.

Q. What did you mean, then, by saying that it was a mistake?

A. It was a mistake I made, and I corrected it.

Q. But did he not owe you so much money?

A. No—only a part of it.

Q. But you did assign the claim to the city?

A. Yes, sir.

Q. So it did not get in there by mistake?

A. No, sir.

Q. I understand that some of that claim was collected?

A. Yes, sir, some of it.

Q. (By Alderman COWING)—Was it not your intention, in case these frauds had not been discovered, to make a present of these claims to the different persons mentioned?

A. I might have intended to collect them from them.

Q. In case you had not been found out?

A. I should never have endeavored to collect them.

Q. (By Mr. COLE)—Though these bills were only valuable after they came into your trustee's hands for the benefit of the city, you would never have collected them?

A. They were equitable bills.

Q. It was understood by Fox and the others that you would not charge for the work?

A. No, sir; that was not understood.

Q. (By Alderman COWING)—But you would never have pushed them?

A. No, sir.

Q. Don't you consider that that was generous towards the city?

A. If I had failed, I should have considered them equitable bills due to me.

Q. You only gave to the city those bills which you intended to make presents of?

A. I had not that view.

Q. But in point of fact that was so?

A. It turns out so.

Q. (By Mr. COLE)—After those bills had been assigned to Mr. Shultz, and the money was paid back to you, that was clear gain of so much money that you would not otherwise have received?

A. Probably not.

Q. And the city did not get anything?

A. No, sir.

Q. I asked you the other day if any suits had been commenced against you, and I understood you to say that there never had been any?

A. No, sir, there never was any?

Q. Did you ever know of a suit which was brought in behalf of the tax-payers by Mr. Devlin against you, Jackson S. Shultz, and others?

A. I knew there was something of that kind—a tax suit.

Q. What became of it?

A. I never knew.

Q. Who were the lawyers against you in that suit?

A. I never knew.

Q. Did you have any papers served?

A. I think so.

Q. The papers and summons were served on you?

A. Yes, sir.

Q. And that is the last you heard of it?

A. Yes, sir.

Q. Who were your lawyers?

A. I will correct myself; I think I made some reply to that suit through some attorney, but I cannot recollect his name. He was a stranger to me. His office was in Broad street. It must have been through Mr. Peckham that I went to him. I don't know his name or who he was. I was sent to him.

Q. By whom?

A. By Mr. Peckham.

Q. Mr. Peckham told you to employ this man?

A. Yes, sir.

Q. Who did he employ to defend you in that matter?

A. I may think of his name by and by. I don't know it now. I never saw it but once.

Q. Did you pay him a fee?

A. I did not.

Q. Who were the other defendants in that suit besides you and Jackson S. Schultz?

A. I don't know; I think there were one or two others, but I don't know. I think one was Andrew J. Garvey. I have no recollection of anybody else. I heard Mr. Garvey say that this lawyer had been at his office?

Q. How did you come to consult Mr. Peckham as to the lawyer you should employ in your defence?

A. I don't recollect.

Q. Was he not prosecuting the Ring suits at that time?

A. Yes, and he was using me as a witness.

Q. He was at that time representing the people in those Ring suits?

A. Yes, sir.

Q. How did you come to consult him as to whom you should employ to defend you?

A. These papers were served upon me, and I asked Mr. Peckham what I should do with them; and I was referred to this lawyer in Broad street, to take charge of the case. I went to him, and he made out a paper for me to sign, and I signed it.

Q. Who did?

A. This lawyer.

Q. Do you know what that paper was?

A. It was some reply in the case.

Q. Did you pay him a fee?

A. No, sir.

Q. Did he demand a fee?

A. Yes, sir.

Q. How much?

A. He demanded \$100, and I put it into my liabilities. I had no money to pay him with.

Q. In your numerous transfers of real estate (I have a full list of them here) I want to know what lawyers you employed to pass those titles. Take them and look over them and see what lawyers were employed to pass the titles when you sold the property?

A. Shall I write anything myself in the margin?

Q. Write anything you please that will illustrate the matter; here, also, are the warrants on which are indorsed "J. H. Keyser and Company," and "J. H. Keyser"—I want you to separate the forged from the genuine ones?

[Mr. Keyser was here handed a number of deeds and

a bundle of warrants, when he retired to a back seat to make the required examination and selection. While he was occupied in so doing, Mr. E. A. Woodward was called to the stand].

E. A. WOODWARD was examined by Mr. Cole, as follows :

Q. Have you been sworn ?

A. I have, sir.

Q. State your name, age, and residence ?

A. Elbert A. Woodward, 41 years of age, residence South Norwalk.

Q. Connecticut ?

A. Yes, sir.

Q. When did you first enter public life, Mr. Woodward ?

A. I think in 1858 or 1859.

Q. In what position ?

A. I was Assistant Clerk of the Board of Supervisors.

Q. Prior to your being regularly appointed as Clerk or Assistant Clerk to the Board of Supervisors, had you been employed as a volunteer clerk ?

A. Yes, sir.

Q. For how long ?

A. Probably four, five, or six months.

Q. What duties did you perform while you were a volunteer clerk ?

A. I assisted the clerk in his duties.

Q. What official duties did you perform while you were an assistant clerk ?

A. The duties of an assistant clerk.

Q. What were the duties of a clerk of the Board of

Supervisors with regard to the presentation of claims against the county?

A. He received the claims and presented them to the Board.

Q. He received them from the claimants?

A. Yes, sir.

Q. And presented them to the Board?

A. Yes, sir.

Q. After that the Board acted upon them?

A. The Board would receive them and refer them to the proper committees?

Q. After they were acted upon, did the clerk have anything more to do with them?

A. He would draw up a copy of resolution and attach his name to it or direct one of his assistants to do so.

Q. And then the warrant to pay the bill in case it was favorably acted upon by the committee would be drawn up.

A. A certified copy of the resolution would go to the Comptroller's office, and after examination the Comptroller would sign it, and then it would go to the Mayor, and he would sign it; and then it would go to the Clerk of the Board of Supervisors, and he would sign it; and then it would go to the County Auditor to be given to the claimants.

Q. And the County Auditor would give it to the claimants?

A. Yes, sir.

Q. When was the first time that you knew of an intention on the part of certain members of the Board of Supervisors to require persons who had claims against the city to raise them in order that percentages might be paid to those officials?

A. I don't know as I can remember the date.

Q. About what time?

A. My presumption is that it was done all the time, but I became aware of it in 1869.

Q. How did you become aware of any such practice?

A. I was directed by Mr. Watson to receive certain percentages from persons having bills against the county, and to pay over a part to Mr. Tweed and part to him.

Q. What position did he occupy?

A. He was County Auditor.

Q. He directed you, some time in 1869, to do what?

A. To receive certain percentages.

Q. Did he direct you to instruct the claimants to add the percentages to their bills?

A. No; he instructed them himself.

Q. Was it to you or to Watson that Ingersoll went when he said that he had been directed by Tweed?

A. I think he was sent to me.

Q. Tell me what passed between you and Ingersoll?

A. Very few words passed between us. He said that I was to manage his affairs now. Very few words were said. I understood what he meant.

Q. What percentage did you demand and receive on behalf of the Supervisors' Ring for claimants?

A. I don't know as I received any.

Q. What did you tell the claimants?

A. This was done under the Board of Audit.

Q. I am talking about the Board of Supervisors?

A. I received nothing from them under the Board of Supervisors.

Q. Well, including the time of the Supervisors' "Ring," what was the customary percentage paid by claimants?

A. Fifteen per cent.

Q. Did you have any connection with that matter?

A. No, sir.

Q. Not during the Supervisors' time?

A. There might have been an odd case which I have forgotten.

Q. Do you recollect any case?

A. No, sir.

Q. Were you cognizant of that corrupt arrangement in the Board of Supervisors?

A. I cannot say that I was cognizant of it.

Q. Do you mean by that answer that you were not?

A. I do. I mean that I had nothing to do with it.

Q. But you knew that it was going on?

A. I knew by rumor that it was.

Q. You had heard of it?

A. Yes, sir.

Q. During the existence of what was called the Supervisors' "Ring," you had nothing to do with those percentages, either in demanding or receiving them, except in that case the particulars of which you have forgotten. When, then, did you begin to take an active part in collecting those percentages?

A. I think it was in 1869.

Q. Tell me under what circumstances you first began to take an active part in that matter?

A. Watson, at that time, told the tradesmen who had bills against the city that I would manage the matter.

Q. What matter did he tell them you were to manage?

A. That I would receive 65 per cent. of those bills and that I should pay 25 per cent. of that to William M. Tweed and the balance to him. I retained sometimes $2\frac{1}{2}$ per cent. for myself, sometimes 5 per cent., and sometimes nothing.

Q. The arrangement was that you should receive from the claimants 65 per cent. of their warrants and pay out of that 25 per cent. to Tweed, and the balance to Watson, except $2\frac{1}{2}$ or 5 per cent. to yourself?

A. Sometimes I received nothing.

Q. What was Watson to do with the balance?

A. He told me that he had to pay it to the Comptroller.

Q. How much?

A. I think it was 20 per cent.

Q. What was the Comptroller's name?

A. R. B. Connolly.

Q. Who else was he to give to?

A. He told me that he had to give some to the Chamberlain's office.

Q. What did you understand from the conversations with him, and from other conversations, was meant by the "Chamberlain's office?"

A. I understood it to mean Peter B. Sweeney, of course.

Q. How much was he to get?

A. I think 10 per cent.

Q. Where did the balance go?

A. Of course, I am telling what he told me. He said that the remaining 10 per cent. was for the Mayor's office.

Q. Who was to get that?

A. A. Oakey Hall.

Q. You paid over the dividends to Tweed?

A. A few times I may have done so, and a few times I deposited it in the Broadway Bank for him.

Q. Who represented, in this matter, R. B. Connolly?

A. James Watson.

Q. Who represented the Chamberlain's office?

A. James M. Sweeney.

Q. Who represented the Mayor's office?

A. I don't know.

Q. Did you ever hear of Hugh Smith being connected with that matter at any time?

A. No, sir; I have not seen any percentages paid to anybody except Tweed.

Q. Did you ever hear of Hugh Smith being connected with these matters?

A. I have been informed that he was.

Q. Where did you get your information about Hugh Smith?

A. I may have got it from the newspapers, or from Tweed, or from Tom, Dick or Harry.

Q. That was your impression?

A. Yes, sir.

Q. You have paid percentages yourself to Tweed; were you ever present when any of these percentages were paid to R. B. Connolly?

A. No, sir.

Q. Were you ever present when any of the percentages were paid to Peter B. Sweeney?

A. No, sir.

Q. Nor to A. Oakey Hall?

A. No, sir.

Q. Not to anybody but Tweed?

A. No, sir.

Q. Your information about others was obtained from one or other of the members of the Ring?

A. Yes, sir.

Q. You say that sometimes you got nothing, sometimes $2\frac{1}{2}$ per cent. and sometimes 5 per cent. on those warrants—can you indicate on what proportion of them you were paid 5 per cent. commission?

A. No, sir, I could not.

Q. Is there any way in which you could make a rough calculation by which we could approximate the amount?

A. No, sir.

Q. Nor on what portion you were paid $2\frac{1}{2}$ per cent?

A. No, sir; I gave my share of the commission on McBride Davidson warrants to Henry Smith.

Q. That was a matter of friendship between you and Henry Smith?

A. No, sir; it was his matter and I had nothing to do with it.

Q. What do you mean by that?

A. He made an arrangement with Davidson.

Q. And you gave him your proportion?

A. Yes, sir.

Q. How much was that?

A. Five per cent.

Q. Do you know the sum total of the warrants which were drawn in your name and which bore your indorsement?

A. No, sir, I do not.

Q. Does the account in the Broadway Bank show the total amount of those raised fraudulent claims which passed through your hands. Did you get any percentages, except on those for which the money was deposited in the Broadway Bank?

A. No, sir.

Q. In no case did you receive money or pay it out except through the Broadway Bank?

A. Not that I remember. The expert has all that list compiled, and it will show you the full statement of the matter. But I am perfectly willing to answer all your questions.

Q. The amount deposited in the Broadway Bank, on

September 1, 1871, was \$3,581,254.36, and the checks on it amounted to \$931,832.50. Now the deposits represented the warrants that passed through your hands?

A. Yes, probably.

Q. And the checks represented what?

A. They might have represented the amounts drawn by Keyser, Ingersoll, Davidson and others.

Q. The different persons who had claims?

A. Yes, sir.

Q. Explain, if you please, the difference between these two amounts. That seems to remain still in the bank?

A. No, I wish it was still there.

Q. Where is it?

A. The balance probably was drawn in cash, in bills.

Q. And you have no means at all of ascertaining how much money you yourself retained of these fraudulent percentages?

A. I should think it would be on an average $2\frac{1}{2}$ per cent. on the whole amount.

Q. Upon the \$3,581,254.26 of the warrants deposited in that bank?

A. Yes, sir.

Q. Have you ever been called upon to testify in any of these Ring suits?

A. I have been notified to do so, but I was not called upon to testify.

Q. Did you ever receive a larger proportion of these warrants than 5 per cent.?

A. Oh no! no, sir.

Q. I call your attention to certain warrants which really should have been drawn to the order of Ingersoll, which were drawn to the fictitious name of A. G. Miller?

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A. I treated them all as Ingersoll's own legitimate bills.

Q. Did you pay over to Tweed, or deposit for Tweed's account, the percentage which was coming to him on A. G. Miller's warrants?

A. I presume I did—I have no doubt of it.

Q. I ask you the question because it has been said that you took not only your own 5 per cent. but Tweed's 25 per cent., and gave as a reason that Tweed did not know who Miller was?

A. That is a mistake. I think Mr. Ingersoll did not swear to that. I think you are mistaken about it.

Q. Now, I want you to tell me the *modus operandi* with these bills—take the case of a claimant who presented a bill to you, and put it through all the stages?

A. Do you mean through this Board of Audit?

Q. Yes, sir.

A. In the majority of instances, I never saw the bill till it came into the Clerk's office with a warrant, when I would take it over to the Mayor's office. It then came back again, and, if I had anything to do with it, I would retain 65 per cent.

Q. Describe it more particularly?

A. The warrant would come into the Clerk's office and he would sign it. I would then take it, with the bill attached, to the Mayor's office and he would sign it. In the first place the warrant would come in from the Comptroller's office with his signature and that of the County Auditor. It was then taken to the Mayor's office, and the Mayor would sign it and return it to the Clerk's office. I would then indorse it and deposit it in the Broadway Bank.

Q. What would you do then?

A. I would take 25 per cent. of it to Tweed, and the balance of the 65 per cent. to Watson.

Q. Where did you meet to make this division?

A. In the Chamber of the old Board of Supervisors.

Q. How often?

A. It might be once a day.

Q. Whenever you had any warrants?

A. Yes, they might be in there waiting.

Q. You would get together, and what would you do?

A. I have already told you.

Q. When you met together, how would you divide—you would retain 25 per cent. for yourself and Tweed?

A. Watson would always give me the figures marked with pencil on a piece of paper.

Q. And you would go by that memorandum?

A. Always.

Q. The tradesmen who, from time to time, were engaged in these fraudulent practices, claimed that they had, at times, some basis for their bills; that part of their bills were for real work done and real materials furnished—now, was there ever any scrutiny into the facts concerning any bill?

A. I think not. But I always believed there was some foundation for every bill.

Q. What foundation was there for your percentage?

A. I suppose there was as much foundation for that as for anything.

Q. But what honest foundation was there for the 2½ per cent. you retained?

A. That might have been the honest part of the bill?

Q. For all you know, the part you kept was the honest part of the bill?

A. I think so. I think it was the hardest earned.

Q. So you don't think there was anything dishonest in your percentage?

A. No, sir, I don't.

Q. And even now, don't you think there was anything wrong?

A. No, sir.

Q. Were you at the time drawing a salary apart from these percentages?

A. Yes, sir.

Q. What were the legitimate duties for which that salary was paid you, as near as you can make out?

A. To look after Mr. Tweed's interests.

Q. What was your salary?

A. I don't remember now. I might have got \$5,000 a year at the time.

Q. Don't you know what salary you got?

A. I could not tell whether it was \$5,000 or \$3,500.

Q. It was between \$3,500 and \$5,000?

A. I cannot answer that.

Q. But the salary that you got, you got for looking after Tweed's interests?

A. Yes, sir.

Q. What else did you do besides?

A. Every thing that the clerk required of me.

Q. What else did you do?

A. I had pretty nearly charge of the reports.

Q. Did you do that for nothing?

A. You may put it in that light if you choose.

Q. What did you get for that?

A. I took it all in.

Q. When you were paid a salary for looking after Mr. Tweed's interest do you think there was nothing neces-

sarily wrong in your taking this percentage in addition to your salary ?

A. No, sir.

Q. And you still think so ?

A. Yes, sir.

Q. Do you think it was wrong for Tweed to take the 25 per cent. ?

A. No, sir.

Q. Or Connolly ?

A. Yes, sir.

Q. Was it wrong for Peter B. Sweeney ?

A. Yes.

Q. Was it wrong for Hall to take any ?

A. Yes, sir.

Q. Now, will you explain why it was wrong for Hall, Sweeney, and Connolly to take percentages, and not wrong for you and Tweed ?

A. Because those years there was a Republican Legislature, and that Republican Legislature had to be bought, and, as I understood it, Mr. Tweed had to pay the money, and I thought it right and proper for him to reimburse himself.

Q. Do you think it right and proper to bribe a Legislature to procure legislation ?

A. I had nothing to do with that.

Q. But do you ?

A. I think every Legislature is bought more or less.

Q. That is historical, not ethical. Do you think it is right ?

A. I don't know whether it is right or wrong, I had nothing to do with it.

Q. Well, letting the question of Tweed's moral responsibility pass, why was it right for you to take the money ?

A. Well, I earned it.

Q. How—in looking after the collection of this swag?

A. Call it what you please.

Q. Well, percentages we will say instead of swag. You think you earned a share in getting it?

A. Yes, sir.

Q. And you consider the city should have paid you for dividing this money among the members of the Ring?

A. Yes, sir.

Q. What is your present occupation?

A. Farmer.

Q. Were you a man of means when you were in the employment of the city?

A. That I don't think you have any right to ask me.

Q. You refuse to answer?

A. No. I don't refuse; if you compel me to answer, I will answer.

Q. I am trying to find out what you got from the city?

A. I have told you the truth, Mr. Cole; I don't know, and therefore I don't think you have any right to question further?

Q. You refuse to answer?

A. Yes.

Q. Are you a man of fortune now?

A. Well, I am pretty comfortable; I don't know how much I am worth; I am heavily in debt, and my property may not be worth anything; I have some real estate in Connecticut—always had it; never covered up anything; it is open to everybody.

Q. You object to telling the Committee how much you had when you were in the Supervisors' office?

A. I certainly do; because I don't think it is the Committee's business.

Q. Do you think you were worth \$10,000 ?

A. I do.

Q. Do you think you were worth \$20,000 ?

A. I am not going to answer any more questions about it; I refuse by advice of my counsel.

Q. Who is your counsel ?

A. That is my business.

Mr. JOHN D. TOWNSEND—I did advise him that, having settled with the city, it was none of anybody's business to inquire into his private affairs.

Q. Now, with regard to the settlement with the City, was it a written settlement ?

A. I don't know.

Q. You never saw it ?

A. No, sir.

Q. Have you any objection to tell us ?

A. My counsel did it.

Q. You have no knowledge of how it was done ?

A. No, sir.

Q. How then, do you know it was done ?

A. I know that I was released.

Q. By whom ?

A. By the District Attorney.

Q. Have you got that release ?

A. I don't know anything about it.

Q. Have you got a written release ?

A. I don't know anything about it.

Q. Did you ever have a written release ?

A. No, sir; not in my possession.

Q. Did you ever see a written release ?

A. I never asked to see one.

Q. How then, do you know that you have had a release ?

A. Because I am here.

Q. Tweed is here, yet he has had no release ?

A. I cannot answer that question.

Q. You think it is absolutely certain that you have had a release, because you are here ?

A. Yes, sir.

Q. You don't know who gave you that release ?

A. I don't know anything about it. That is a matter for my counsel to answer.

Q. Now, you say that you have never seen a release from the city, and all that you know about it is only what your counsel has told you ?

A. Yes, sir.

Q. And yet you refuse to answer any questions about what property you had when you entered into the employment of the city ?

A. Yes, sir ; I do, upon the advice of my counsel.

Q. You don't know through whom that release was effected ?

A. No, sir.

Q. You don't know the terms of that release ?

A. I don't know exactly what you mean.

Q. I want to know what were the terms and conditions of that release ; what you were to do and what the city was to do ? Who spoke for the city ?

A. I suppose Mr. Wheeler H. Peckham.

Q. What were the conditions of the release ?

A. I was to pay \$105,000, cash down, and \$50,000 with interest, at the expiration of six months' time. He was to release me both civilly and criminally, and I was to go free.

Q. From all suits and actions of every kind?

A. Yes, sir.

Q. And that was perfectly understood between you and Mr. Peckham?

A. Between my counsel and Mr. Peckham.

Q. Have you ever spoken to Mr. Peckham about the release?

A. No, sir.

Q. You paid \$105,000 cash?

A. Yes, sir.

Q. The Comptroller has received only \$100,000?

A. That I understand was to be given to the City, and I paid \$5,000 for the expenses of the law business.

Q. To whom?

A. To Mr. Peckham.

Q. You paid him a fee?

A. No—not a fee, but the costs of the suit.

Q. I want to know how far the suit had gone?

A. I was absent from the city, and therefore I don't know.

Q. You paid \$100,000 to the Comptroller, and \$5,000 was to be paid to Mr. Peckham—was any more ever received by the Comptroller?

A. I was to pay a note at six months of \$50,000—my counsel paid it.

Q. Did you pay that note?

A. I did.

Q. Was it paid at maturity?

A. It was—six months after date, with interest.

Q. That would be about July, 1877?

A. Yes, sir.

Q. To whom did you pay that \$50,000?

A. To my counsel.

Q. John D. Townsend ?

A. No, sir.

Q. To whom ?

A. To General Smith of Norwalk.

Q. Did you give a receipt ?

A. They had a mortgage upon my property for that \$50,000, and I believe he got a release of it.

Q. Did you see the papers ?

A. No; I have not seen them. I know that I owe \$40,000 towards that payment on account of it.

Q. The Comptroller instructs me that he had not received that last payment at the treasury ?

A. I paid \$105,000 cash down. I gave my note at six months for \$50,000, secured, and I agreed to be a witness for the people.

Q. One purpose of this investigation is to ascertain whether these compromises were proper to be made; now in that view I would like you to give some idea as to the amount of your percentages ?

A. I could not.

Q. Do you think they amounted to as much as \$150,000.

A. I think they did.

Q. How much more ?

A. I don't think they amounted to much more.

Q. Do you think they amounted to any more ?

A. I think not, when I paid my political and other assessments.

Q. I would like to get some idea of the amount ?

A. You cannot from me, because I don't know.

Q. Well, have you not an idea whether they amounted to more than \$150,000 or much more ?

A. I have no idea.

Q. From what you have left, can't you form some idea from that data?

A. I could not tell you.

Q. Do you give that answer under oath?

A. I try to tell the truth as well as I can.

Q. Do you think that your percentage amounted to as much as \$500,000?

A. No, sir.

Q. I mean including all your political and other assessments?

A. No, sir; I don't remember.

Q. I insist upon an answer to that question?

A. Well, sir, I don't know.

Q. Do you think that your percentage amounted to \$400,000.

A. I don't remember.

Q. Do you think they amounted to \$300,000?

A. I don't remember.

Q. Do you think they amounted to \$200,000?

A. I don't know.

Mr. COLE here reminded the witness that if he did not answer the questions more definitely he would be under the necessity of sending the witness before a Judge in Chambers. He would therefore request the Committee to instruct him what he should do.

Q. (By Alderman COWING to witness)—When you say that you have no recollection, you mean that you don't know?

A. No, sir; I don't know anything about it, because I never kept any memoranda.

Q. You cannot approximate to the amount?

A. I presume that I might have received \$150,000, \$200,000, or \$250,000. I don't know.

Q. You have no recollection?

A. I have no record at all, and I could not say whether I received a percentage on certain bills or not.

Q. (By Mr. COLE)—I do not expect you to be accurate, but you can surely tell whether your illegitimate profits amounted to more than \$100,000?

A. I don't think anything at all about it.

Q. Then how do you reconcile the fact that you swore you did not receive as much as \$200,000, with the statement that you don't think anything at all about it?

A. You expect me to give you an answer when I cannot, because I have no recollection.

Q. You cannot tell whether or not you received \$400,000?

A. I cannot tell.

Q. Then you might have received that much?

A. I have no recollection.

Q. So it might have been \$400,000 for all that you recollect to the contrary?

A. I have no recollection.

Q. Will you swear that you did not receive \$400,000?

A. No, sir.

Q. Will you swear that you did not receive as much as one million?

A. Yes, sir.

Q. Will you swear that you did not receive \$700,000?

A. Yes, sir.

Q. You say that you will swear that you did not receive as much as that?

A. Yes, sir.

Q. Was it over \$100,000?

A. It might have been \$200,000 or \$300,000?

Q. And that is as near as you can approximate to it?

A. Yes, sir.

Q. I will ask you, have you been a witness before?

A. Never.

Q. This is your first appearance as a witness?

A. Yes, sir.

Q. Were you under advice of counsel before you came here to testify?

A. Yes, sir.

Q. Did he advise you not to answer certain questions that were put to you?

A. Yes, sir.

Q. There is a certain line of examination which you have permission to answer?

A. Yes, sir.

Q. And a certain line which you are not permitted to answer?

A. Yes, sir; he told me not to answer some questions in case they were put to me, on the ground that I had made a settlement with the city.

Mr. COLE—Was it Mr. Townsend who so instructed you about those matters?

Mr. TOWNSEND said that he gave the witness no such advice as that.

Q. (By Alderman COWING)—You say that you commenced working for the city in 1868 or 1869?

A. Yes, sir.

Q. Do you think that these irregularities commenced before that time?

A. I do. I believe that the city is now, and always will be, swindled.

Q. And that they pay now more than they ought to pay?

A. Yes, sir.

Q. And you give that from your own knowledge and experience?

A. Yes, sir.

Q. And you have no doubt that the city is being now swindled out of money?

A. I suppose that they are paying now more than they ought to pay.

Q. And you have gained that knowledge from many years of experience in the city government?

A. Yes, sir. The city isn't like an individual. It hasn't the money to pay when the work is done, and the claimant has to wait, maybe six months, maybe ten years. I have known cases where just bills were not paid for ten years, and all that has to be taken into consideration.

Q. And you think these percentages are a punishment on the city for being a slow paymaster?

A. Rather by way of recompense to the claimant for having to wait for his money.

Q. Do you think that, in good morals, you had the right to receive percentages upon claims against the city?

A. I didn't bother my head about it.

Q. Why do you conclude, that the city will always have to pay percentages on claims against it?

A. Well, because I believe, as long as public officers are turned out of their positions after a year or so's service, and new one's put in their places, it will always be so.

Q. Then you are in favor of civil service reform?

A. I should be if I took any interest in politics, but I don't bother myself about politics any more.

Q. Do you know of any instance now in which the city is being defrauded?

A. No, sir.

Q. Did you give them any opinion by which they could arrive at fixing \$155,000 as a basis for your settlement with the city?

A. No, sir. My counsel did that. I believe that they visited my property and made up their minds as to what they could collect.

Q. Were they correct in their judgment?

A. I don't know what opinion they formed.

Q. You had nothing put away quietly?

A. I had nothing covered up.

Q. You gave them no information whatever?

A. I gave them all the information they asked. I told them everything I knew.

Q. Did you give them any more information than you have given us to-day?

A. I don't remember whether I did or not. I have answered every question that I possibly could answer.

Q. Oh yes; I think you have answered very frankly indeed.

A. I am willing to do so, I assure you.

Q. (By Alderman COWING)—Was the proposition to settle with the city for \$155,000 made to you or by you?

A. I don't know; I will say this, that I was always in favor of settling for money ever since I went away rather than go upon the witness stand.

Q. Did you try to find out how this particular sum of \$155,000 came to be fixed upon?

A. I don't know. It was an understanding between the two counsel in the case.

Q. Who represented you in your negotiations with the city?

A. I was represented by Mr. John D. Townsend in the criminal suits, and by General D. Smith, of Norwalk, Conn., in the civil suits.

Q. Can you state how much money you have received from the City and County of New York which came to you by way of percentages?

A. I don't know.

Q. Did you ever know?

A. No, sir.

Q. Can't you approximate it?

A. I think it was two or three hundred thousand dollars.

Q. And you have some money left?

A. Yes, sir.

Q. You are a man of good standing and respectability in Norwalk, where you live, are you not?

A. I hope so.

Q. Now, do you think it is a fair thing to keep back any of the city's money?

A. I don't think I have any of the city's money.

Q. But you say you received \$300,000, and only paid back \$150,000?

A. Well, I've none of the city's money left.

Q. But you confessedly have not given back as much as you fraudulently obtained, and you are in position to make restitution of more?

A. No, sir.

Q. Now, how much more could you restore if impelled by a moral conviction of the necessity of dealing with the city with perfect honesty?

A. I couldn't restore another dollar. The \$150,000

was all I could restore, and I don't think you have any right to ask me those questions.

Q. I wish to see if you are reformed?

A. I am not a reformer.

Q. And you would still do the same thing over again if you had a chance?

A. I don't think there's one in this room who wouldn't do it if they had a chance.

Q. That is not complimentary to the people in this room—do you include yourself?

A. Oh, yes, of course I do.

Q. Then the city's compromising with you has not made any better man and citizen of you?

A. I am not a citizen of New York, and have got nothing to do with it.

Q. I am trying to get at your idea of what might honestly be expected of you?

A. You have no right to ask me those questions, Alderman; but if you ask my opinion of politicians, I can only say I never met an honest one, and I don't believe there's an honest politician in the world.

Q. And you still insist those $2\frac{1}{2}$ and sometimes 5 per cent. was an honestly made percentage on your part?

A. I think I earned it.

Q. And you still think it was honest?

A. Yes, sir.

Q. And you are not willing to pay back to the city any more of the money you fraudulently obtained from the city, to make restitution as far as is in your power?

A. I have settled with the city, sir.

Q. You don't estimate the honesty of your fellow-men very highly?