

A. I never saw an honest politician in my life.

Q. Never did?

A. Never, sir; and my experience is about as good as anybody's in this room.

Q. Have you met all politicians?

A. I have met all stripes of them.

Q. And never found an honest one?

A. Never.

Q. What do you predicate that on?

A. On my intimacy with them.

Q. May it not have been due to your unfortunate experience in having been connected with dishonest men?

A. It may have been so, but you asked me for my opinion, and I have given it to you honestly; I may have been more unfortunate than others, but I don't think so.

Q. Do you know now of any other illegal practices as to which you have not been particularly interrogated?

A. No, sir.

Q. You have stated all that you know from the time you first commenced your connection with these frauds up to the present time?

A. Yes, sir.

Q. (By Mr. COLE)—Did you ever sign the name of John H. Keyser, or Keyser & Co., on the back of any warrants?

A. I did.

Q. Did you have a power of attorney to do so?

A. Yes, sir.

Q. Was the power of attorney in writing.

A. Yes, sir; it was in his own handwriting.

Q. Was it limited to any particular time?

A. No, sir.

Q. So wherever your indorsement appears upon the back of a warrant you did it under his power of attorney?

A. Yes, sir.

Q. Take these (handing witness a bundle of warrants) and point out which ones you signed?

A. I presume I signed the whole of them.

Q. Look over them.

A. I have done so; I have looked at them all.

Q. Look at the dates and see if you were empowered to indorse them at the time you did?

A. Yes, sir; I know I was.

Q. Look at these and see if you signed them (handing witness some other warrants).

A. They are in the same handwriting.

Q. And these—in whose handwriting are they? (handing witness three others).

A. They don't look to be in my handwriting; I don't think they are.

[These warrants that witness testified had been signed by him under the circumstances stated had been selected by William H. Keyser as forgeries; and three of them which witness could not identify as having been indorsed by him, were again submitted to Keyser for inspection, and he said that he did not know or was not sure, but they might have been signed by himself.]

Q. I understand with regard to these vouchers that with the exception of three, you signed them all under the power of attorney given you by John H. Keyser, and that John H. Keyser was Keyser and Company?

A. He gave me a power of attorney to sign for both, and

his reason was that he did not want to hang around the City Hall.

[John H. Keyser was here asked if he was prepared to say that he had not signed the three warrants referred to, and he replied that he would not swear to that, that he did not know, that he was in great doubt about it.]

Q. (By Alderman COWING)—From 1858, the time when you commenced working for the City Government, down to what time did you cease working for the City?

A. I think it was in 1870.

Q. Were you engaged in any other employment or business except serving the City and County of New York?

A. No, sir.

Q. When you commenced working for City and County Government, how much were you worth?

A. I don't remember.

Q. Were you worth as much as \$100,000 in 1858 or 1859, when you were first employed by the City and County Government?

A. I was a young man, then.

Q. Were you worth as much as \$100,000 at that time?

A. No, sir.

Q. As much as \$50,000?

A. No, sir.

Q. As much as \$25,000?

A. I could not answer that. I was married about that time, and my wife brought me——

Q. Leaving out what your wife brought you, were you worth as much as \$25,000?

A. No, sir.

Q. You commenced to work on a salary of \$1,500 a year?

A. I don't know, it may be less.

Q. How many years did you work for the County of New York for that salary, or less?

A. I worked till 1870.

Q. At that salary?

A. No, I did not say that.

Q. But you received for your services more than that, as you continued in the employment?

A. I could not say the amount, but I received as much as \$5,000 a year. They used sometimes to pay me two or three thousand dollars for extending the tax lists, etc.

Q. Well, including what you received for your services on the tax lists, and other services in the County Clerk's office, how much did you receive a year?

A. It might be \$10,000, \$12,000, or \$15,000 a year.

Q. How many of those years did you receive as much as \$15,000?

A. Oh, it might be several years.

Q. How many should you think?

A. I don't remember.

Q. How much have you been worth at any time between 1858 and 1871?

A. I could not answer that; I was a heavy speculator in stocks, sometimes losing and at other times winning. Watson and I were partners, and we speculated a good deal. If we won, the profits would be divided, and if we lost the losses would also be divided between us. Sometime my losses were very heavy.

Q. Did you keep books of accounts during these years?

A. No, sir.

Q. When did you cease working for the county of New York?

A. I left off of my own free will in 1870.

Q. At that time how much were you worth ?

A. I could not tell.

Q. Were you worth as much as \$500,000 ?

A. It might be. Probably I was at that time.

Q. And you state that from the time you commenced down to the time you ceased working for the county, you had been upon a salary which never amounted to more than \$15,000, and much of the time did not amount to more than \$5,000 ?

A. I used to take all I could get, and the Board of Supervisors were very liberal to me.

Q. About how much did it cost you to live per annum ?

A. I don't know.

Q. Did it cost you as much as \$10,000 ?

A. I have no recollection.

Q. Do you think that your political assessments and the money you spent from 1858 to 1869 amounted to that annually ?

A. I could not tell.

Q. Taking the year 1859, can you tell ?

A. No, sir ; because I was then making money in Wall street.

Q. Did you not spend as much every year as you were getting from the City of New York by way of legitimate salary ?

A. No, sir.

Q. What year can you remember during which you were unable to save a portion of your salary ?

A. I never remember a year in which I did not save some portion of it.

Q. How much did you save a year ?

A. I have no recollection.

Q. Did you ever save as much as \$5,000 ?

A. I have no recollection.

Q. Was this \$150,000 made up of percentages which you received from Tweed and others?

A. No, I think that most of it was made in stocks.

Q. What stocks did you buy?

A. Watson and I speculated together. He was my partner, and we divided the profits and losses.

Q. You cannot tell now how much of that money was abstracted from the County Treasury?

A. No, sir.

Q. Can you approximate the amount?

A. No, sir.

Q. Will you swear that one-half of it was not?

A. Yes, sir.

Q. Will you swear that no more than \$155,000 which you paid back on settlement with the city?

A. I am willing to swear that if I had to do the thing over again, I would not have made any settlement at all.

Q. What would you have done?

A. I think I should have stayed away.

Q. You settled then under a misapprehension. Do you think you did yourself an injustice in making the settlement? Do you think the city profited by the settlement—got more than its just due?

A. No; I mean that if I had known beforehand how little I would have left after settling, I wouldn't have settled at all, but would have stayed away altogether, and never have come back.

Q. Why, what you have left gives you a good living, doesn't it?

A. Not much.

Q. What are you doing now?

A. Oh, I'm farming, tinkering around, speculating a

little. But it's my own business what I'm doing now, not yours.

Q. I only wish to ascertain if you really had not enough left to enable you to live like a prince.

A. I've seen a good many princes abroad that didn't live very well.

The Committee at this point was declared adjourned until next day at eleven. Mr. Cowing telling Woodward to refresh his memory in the meantime upon the matters which he had apparently forgotten. Woodward boisterously declared he was willing to sit until midnight to get through, but he did not think it was fair to keep him several days away from home to the neglect of his business.

Alderman COWING—In view of the munificent manner in which the city has treated you, you ought not to object to giving it three or four days of your valuable services for nothing.

WOODWARD—Well, as to that, I do not know that I am serving it. The opinion is very general that this Committee is doing the city an injury by making this testimony public. I think it is the opinion of the Corporation Counsel's Office.

Alderman LEWIS here rapped for order, and said the witness had no right to make such remarks.

WOODWARD—Well, that is the opinion, and I ain't afraid to express it.

Mr. COLE said that, speaking for the Counsel to the Corporation, that statement was not correct.

The Committee then adjourned until the next day at 11 o'clock A. M.

TWENTY-SIXTH DAY.

NOVEMBER 28, 1877.

Present—Alderman LEWIS,
“ COWING,
“ SLEVIN.

The examination of Woodward was resumed, as follows :

E. A. WOODWARD—Mr. Chairman, I desire to make an explanation. I will say that I have been reported as having been impertinent and impudent to this Honorable Committee at the last meeting. I wish now to say that I had no desire or intention of being so; and if I was so, inadvertently, I ask your pardon and offer every apology. I am also represented as saying that I am not sorry for my share in these fraudulent practices. I am sorry, and have always been in favor of making restitution. Actions speak louder than words.

Q. (By Alderman COWING)—You have said that you were advised by some persons in the Corporation Counsel's office that this investigation was of no good to the city. Will you please state who in the Corporation Counsel's office gave such advice?

A. I may have misunderstood it. I was not so advised in the Corporation Counsel's office. It was a remark I heard from Mr. Ingersoll.

Q. Then, as far as you are concerned, you have heard nothing on that subject from the Corporation Counsel's office?

A. No, sir.

Q. You have no knowledge of any such thing, except what is given by you from hearsay?

A. That is all.

Q. (By Mr. COLE)—At the time of the settlement which took place with you, was that settlement predicated on any information that you gave the law officers of your ability to settle.

A. I think the law officers understood exactly what I was worth.

Q. Did you make any statement to them as data on which to predicate that settlement?

A. I presume my counsel did.

Q. Do you know whether information was given to the law officers on which that settlement was predicated?

A. I do not know.

Q. I understand you to say that you paid Mr. Peckham \$5,000?

A. I did.

Q. Did you personally pay that to him?

A. No, sir.

Q. Have you any personal knowledge that that amount was paid to Mr. Peckham?

A. I only know it from what my attorney tells me; I believe that that was paid in order that the city might not be compelled to pay any of the expenses of the settlement.

Q. At any rate you did pay that to effect the settlement?

A. Yes, sir.

Q. In payment for services rendered by Mr. Peckham in settlement to the city?

A. Yes, sir.

Q. Was that bill made out by Mr. Peckham?

A. I do not know.

Q. Who was your counsel?

A. General Smith.

Q. Was that sum to be understood as payment in full of all services?

A. Yes, sir. He chose to oblige me to pay for his services rather than the city.

Q. You state that you were obliged to make the payment?

A. He insisted that I should do so rather than that the city should be at any expense.

Q. You have no knowledge that he was advised as to your ability to pay him?

A. No, sir.

Q. Was your counsel so informed?

A. He was.

Q. Can you state the amount of money which you obtained from the city through these percentages?

A. I could not answer that. It might be \$100,000 and it might be \$200,000 or \$300,000.

Q. Did you ever know—did you ever keep any account at all?

A. I never kept any account.

Q. Didn't you keep a bank account?

A. Yes, sir; in the Broadway Bank.

Q. Well, can't you tell from that?

A. You can tell that better than I can. You have the expert's testimony in relation to that.

Q. The only person who has ever informed you that the Corporation Counsel's office was opposed to this investigation was Mr. Ingersoll—no one else?

A. No one else.

Q. Did he say that he had that direct from the office of the Corporation?

A. No. He said he thought that that was the idea in the Corporation Counsel's office. He might have heard it from some one else, or I might have misunderstood him.

Q. Well, now, Mr. Woodward, the statement from the Broadway Bank, which is made up of vouchers signed by Garvey, Ingersoll, Miller, Tweed and others, makes an aggregate of \$6,198,977.85—did you receive commissions on all these warrants?

A. No, sir.

Q. Can you indicate on how many?

A. As I have already stated, I did not on J. McBride Davidson's account, nor on the stationers' account, nor on some others—I had nothing to do with them.

Q. On Davidson's account you collected percentages, but paid it over to Henry Smith?

A. Yes, sir.

Q. And the stationers' account, who do you mean by that?

A. Seymour & Co.

Q. Have you any idea how much that amounted to?

A. I have not.

Q. Did you collect the percentages that would have gone to you on it?

A. No, sir.

Q. You took them out?

A. Yes, sir.

Q. Except in the stationers' bills and J. McBride Davidson's, you got your commission upon all those warrants deposited in the Broadway Bank?

A. There might have been some individual exceptions.

Q. But you cannot point out any?

A. No, sir.

Q. It was your intention to get your percentages on all of them?

A. No, sir. It was not my intention.

Q. In which case was it not your intention?

A. In the case of Davidson and the stationers. I have excepted them.

Q. Except those, it was your intention to collect your $2\frac{1}{2}$ or 5 per cent. on the rest; and if you did not do it, it was by omission of which you have no recollection now?

A. Yes, sir.

Q. What was the reason for your habit of sometimes taking 5 per cent. and sometimes $2\frac{1}{2}$ per cent. as your percentage?

A. It was according to the instructions I received from Mr. Watson.

Q. It was usually 5 per cent., was it not?

A. At first it was $2\frac{1}{2}$ per cent.

Q. How long did that last?

A. Three or four months out of the year.

Q. It was afterwards raised to 5 per cent.?

A. Yes, sir.

Q. Was this business of percentages increased in amount as the year advanced?

A. I think it was.

Q. You charged 5 per cent. on the greater part of these warrants.

A. Probably about one-half of them.

Q. Not more than one-half?

A. I presume not.

Q. You think probably the fair way would be to calculate on one-half of them at 5 per cent.?

A. It would approach that.

Q. For the first three or four months you charged $2\frac{1}{2}$ per cent.?

A. It may have been six months, or it may have been nine months.

Q. Or it might have been twelve months?

A. Yes, sir. The thing lasted about a year and half.

Q. How long did you charge $2\frac{1}{2}$ per cent. before it was raised to 5 per cent.?

A. I cannot tell how long.

Q. Was it six months?

A. I could not tell you.

Q. Was it as much as one-half of the whole eighteen months?

A. I could not tell. In those times I went according to my instructions, according to the instructions given me.

Q. But you must have known whether you charged $2\frac{1}{2}$ or 5 per cent.?

A. It did not make any impression upon me.

Q. It did not make any impression upon your mind, when these large sums went through your hands, whether you got $2\frac{1}{2}$ or 5 per cent.?

A. No, sir.

Q. And there is no way by which you can refresh your memory?

A. No, sir.

Q. You said that $2\frac{1}{2}$ per cent. on the whole amount would be a fair average; tell the Committee how you came to make that average?

A. I think it would average that.

Q. How do you come to think so?

A. I cannot answer that question; I do not know, I only guess it.

Q. You told me yesterday you did not guess under oath?

A. You asked me to guess.

Q. Do you think that answer is of any value to the Committee in determining how much you got?

A. You asked me the question and I am trying to answer you; and I do not think that you have any right to ask me these questions; I would like to ask you one. Have you any right to question me thus?

Q. Do you think that $2\frac{1}{2}$ was a fair average on the percentages you received on the warrants; I want to ascertain the amount you did get?

A. I cannot answer that question; I do not know.

Q. Now, having failed to ascertain in that way how much you got, I will proceed to another, and for that purpose I will ask you this question: How much were you worth when you entered the service of the City as assistant clerk to the Board of Supervisors?

A. I would like to ask the Committee if I am compelled to answer that question?

Mr. LEWIS (Chairman)—You must answer the question?

A. I might have been worth several thousands of dollars.

Q. (By Mr. COLE)—Do you consider that that is an answer to the question?

A. I was worth several thousands of dollars.

Q. How much do mean by several?

A. I cannot answer.

Q. Was it as many as \$20,000?

A. I cannot answer that.

Q. What were you worth when you became of age and independent of your father?

A. When I become of age I got married.

Q. How much do you think that you were worth when you entered the service of the City of New York as Assistant Clerk to the Board of Supervisors?

A. Several thousands of dollars.

Q. Was it as much as \$20,000?

A. It was several thousands of dollars.

Q. Were you worth \$100,000?

A. I have no recollection of how much I was worth.

Mr. WOODWARD here said he did not think he should be compelled to answer questions concerning the amounts he had received from the city, or what he was worth before he entered the service of the city, since he had made a settlement with the city.

Alderman LEWIS said that the information sought to be obtained on such matters was the main object for which the Committee had been constituted, and that the question was pertinent.

Alderman COWING—I cannot see how you can be harmed by answering. The question is asked, not for the purpose of commencing any suit against you, but simply to assist the Committee in coming to a conclusion in regard to the settlement that has been made with you. Therefore, I think the question is pertinent and should be answered.

Mr. WOODWARD—Am I compelled to criminate myself?

Alderman COWING—You say that you are protected by a release from any criminal or civil prosecution ; but notwithstanding that protection we have a right to ask such questions as we may deem necessary for the purposes of this investigation.

Mr. E. A. WOODWARD—Then, if as a lawyer you think I ought to answer it, I shall do so.

Alderman COWING—I think the question pertinent, and that it will not harm you any more than you are at present to answer the question.

Mr. COLE—The only protection the witness can claim in refusing to answer the question is upon the hypothesis that his answer may make him liable to a criminal indictment ; but it is impossible to suppose that any answer to the question “How much you were worth when you entered the service of the city” would make him so liable.

[The Committee, after a brief consultation, decided that the question was pertinent.]

Q. How much were you worth when you entered the employment of the city of New York ?

(No answer.)

Q. Was it as much as \$100,000 ?

A. No, sir.

Q. Was it as much as \$90,000 ?

A. No, sir.

Q. \$80,000 ?

A. No, sir.

Q. \$70,000 ?

A. No, sir.

Q. \$60,000?

A. No, sir.

Q. \$50,000?

A. No, sir.

Q. \$40,000?

A. No, sir.

Q. \$30,000?

A. Beyond that I cannot answer.

Q. You think it might have been \$30,000?

A. I cannot answer.

Q. You cannot say whether you were worth \$30,000 or not?

A. I cannot.

Q. I want you to state what your salary was the first year that you went into the service of the city?

A. I do not remember. It was probably \$1,000 or \$1,200, or \$1,500 a year.

Q. It was not more than \$1,500?

A. No, sir.

Q. How long did it continue at that sum?

A. About six months.

Q. Was it raised then?

A. Yes, sir.

Q. How much?

A. It may have been to \$2,000 or \$1,800.

Q. How long did it remain at \$1,800 or \$2,000?

A. I don't remember. I have no recollection—four, or five, or six years.

Q. After the expiration of four, or five, or six years, was it again raised?

A. Yes, sir.

Q. How much?

A. To \$5,000.

Q. Did you then have an increase to your salary?

A. I don't remember whether I had \$7,500 or not.

Q. Was it greater than \$7,500?

A. I think not.

Q. Besides your regular salary what other payments did you receive from the city or county government for what I call legitimate services?

A. I was paid by the committee appointed for the construction of the new County Court-house.

Q. How much did you get for that?

A. \$1,200, probably, a year.

Q. How long did that last?

A. During the whole time of its construction.

Q. What other payments did you receive?

A. I was paid every year by the Board of County Cavers.

Q. How much?

A. It might have been \$5,000.

Q. I don't want to annoy you by objecting to your using such language as "it might have been," but you ought to be more definite. What other payments did you receive?

A. At the time the Board of Supervisors had charge of raising volunteers for the army, I was paid for my services under them.

Q. How much?

A. It might have been \$2,500.

Q. When you say that, do you mean to say it was about that sum?

A. Yes, sir.

Q. Was there any addition to that?

A. After the riots, large sums of money were demanded from the city as compensation for property

destroyed, and a committee was appointed to investigate the claims; I was appointed clerk of that committee, and was paid for my services.

Q. Can you approximate the amount?

A. Really I don't remember.

Q. How much did you receive?

A. It might have been \$2,500.

Q. Any addition to that?

A. Yes; I received payments for extending and copying the Tax books.

Q. How much did you receive for that?

A. It might have been, on an average, two or three thousand dollars a year.

Q. Was there any other labor for which you were paid?

A. There might have been, but I don't remember at present.

Q. That is all you can recollect at present?

A. Yes, sir.

Q. What other employment did you have at the time you were employed by the City in the office of the Clerk of the Board of Supervisors, by which you derived an income. Did you have any other employment?

A. No, sir.

Q. What did you consider when you said that you voluntarily retired from the service of the City and County—how much do you suppose, to the best of your knowledge and belief, you were worth then?

A. I suppose I was worth \$500,000.

Q. What did your property at that time consist of?

A. Real estate.

Q. In this city?

A. No, sir.

Q. In Connecticut?

A. Yes, sir.

Q. You had none here?

A. No, sir.

Q. You think that the whole did not amount to more than \$500,000?

A. No, sir.

Q. How had you accumulated \$500,000, except by what you made out of the city?

A. I was speculating in stocks.

Q. Through what broker's office did you speculate?

A. I do not know whose office Watson speculated in. A great many of the speculations were secret matters.

Q. At present do you know any office?

A. I do not know.

Q. What did you mean by saying that your speculations were secret?

A. They were investments supposed to be "corners" in certain stocks, and I was led into it by Watson or some one else.

Q. Was the result of your speculations generally satisfactory—were you a fortunate man?

A. I was considered fortunate.

Q. How much did you make by speculation?

A. I presume I made two or three hundred thousand dollars.

Q. Where did the other two hundred thousand dollars come from; might it have been the accumulation of interest on the original \$300,000?

A. Some of it might have come from the percentages.

Q. What do you think, to the best of your knowledge, was the amount of your expenses last year; how much did it cost you to live?

A. I do not know ; I could not tell you.

Q. Well, as near as you can ?

A. I have no idea. I never kept any account. My house expenses were not large.

Q. Did you keep horses ?

A. Yes, sir ; I have a farm, and I keep horses.

Q. You never drive ?

A. No, sir ; I have no horses except what I have raised. I never drove much.

Q. During those years of the percentages you lived in a modest and quiet way ?

A. Yes, sir.

Q. Did you own a town house ?

A. No, sir.

Q. You only had a country house ?

A. Yes, sir.

Q. During those years I would like to form some idea of how much your expenses were and how you met them ?

A. I had a salary.

Q. I mean, when your salary was \$1,500 a year, did it support you ?

A. I think it did.

Q. Did it support you when it become \$5,000 ?

A. I think it did.

Q. Then it was erroneous inference to draw from a remark made by a member of this Committee yesterday that you lived like a prince ?

A. I am not answerable for what he says.

Q. But do you live in princely style.

A. It depends upon what you call princely style.

Q. I would like to get at your expenses ?

A. Well, if you come to my house you will see how I live. My family is there, and I shall be glad to have you come.

Q. That is an extremely polite answer, Mr. Woodward ; but is that your best answer ?

A. It is the best answer I can give you ; it is a proper answer and it is truthful.

Q. Do you know anything about Keyser or Ingersoll, or any of the Ring people doing any work for private persons which was paid for by the city, on the houses of members of the Ring and others ?

A. I believe that Keyser did work of that kind.

Q. Do you know for whom ?

A. I think he did it for me.

Q. Which came out of the city ?

A. I believe that came out of the city.]

Q. How much ?

A. I think he charged \$20,000 ; but I think it was compromised for five or eight thousand dollars.

Q. Did that pass through the Broadway Bank ?

A. I presume it did.

Q. Did the percentage come out of that, too ?

A. That I could not tell you. I suppose it must have been so.

Q. So that you got your work done for nothing, and got five per cent. on the amount expended for it ?

A. I could not answer that, because I do not know.

Q. Do you know of anybody else having had work done by the "Ring" tradesmen which was charged to the City ?

A. Do I know what ?

Q. Of any other instance, besides yourself, of a person who had work done and charged to the city ?

A. I do not know that I can answer that question. I suppose they did ; I suppose they did it for everybody.

Q. I do not mean of your own knowledge; but have you heard it talked about amongst those who pretend to know? Or did you see any of the warrants?

A. No, I never examined any of the bills.

Q. Or did you ever hear any conversation among members of the "Ring" which made you believe that work of that kind was done and charged to the city?

A. It was the usual rule to do it.

Q. Did you hear of any instances?

A. It might have been done for Tweed.

Q. Anybody else?

A. It might have been done for Cornell.

Q. Did you know of any other persons at that time?

A. I never paid any attention to that, but I believe it was done to everybody.

Q. Who do you mean by everybody?

A. I believe it was done for every one of the Board of Supervisors and every prominent official.

Q. Can you designate any particular person?

A. I cannot, because it escaped my memory.

Q. Do you know that handwriting (showing witness a manuscript of an old resolution passed by the Board of Supervisors)?

A. I think it is in the writing of the clerk of the Board.

Q. Who was the clerk?

A. Major Young, I think. I think that is a copy of a resolution.

Q. Is that Young's handwriting?

A. I think it is.

Q. And this also?

A. I believe that is his handwriting.

Q. And this too?

A. Yes, sir.

Q. Whose handwriting is this ?

A. That is mine.

Q. And these interlineations, whose are they ?

A. They are mine.

Q. Did you make out that bill ?

A. Some of it is in my handwriting. I don't think that is (pointing).

Q. Now, examine that paper carefully ; Mr. Woodward, I want you to give us your ideas about it ?

A. I have examined it.

Q. Sufficiently so to state which of these interlineations are written by you ?

A. Yes, sir, when I have it before me.

Q. This is a resolution of the Board of Supervisors by which a list of the bills was to be paid to the amount of over a million of dollars, and I want you to explain how these interlineations came in them. There is no doubt that upon this piece of paper over one million of dollars was to be paid out ?

A. I will explain this to you. The clerks in the office were in the habit of presenting to the Board a list of the bills that were to be paid. A member of the Board might happen to come in and hand to the clerks another bill to be included in the list to be passed upon. In that way interlineations had to be made. It was the mode of doing business at that time.

Q. They are all in your handwriting ?

A. I was one of the assistant clerks, and I copied the resolutions, and the clerks who might be there to receive the bills would probably act as I have just stated.

Q. Which one of them did you not write ?

A. I did not write this one.

Q. Take your pencil and mark out those you did not write?

(Witness did as requested.)

Q. Do you know the handwriting in those you did not write?

A. I think Major Young wrote some.

Q. All those that you have indicated as not being written by you?

A. Yes, sir.

Mr. COLE remarked that upon that paper over a million dollars were paid out, and it was full of interlineations. These were read to witness, as follows: "James Cavanagh, repairs, \$5,648.38; James H. Jacobus, repairs, \$2,106.43; ditto, ditto, \$16,746.36; then comes an erasure, John O'Connor, services as clerk of office of Surrogate, January 1, 1869, to June, 1869, \$500; A. W. Lockwood, articles, \$2,160.73; Ingersoll & Co., \$39,986.80 (first scratched and then interlined) and next below is ditto, ditto, \$146,182.93; M. R. Davis, ditto, \$58,221.56; New York Gaslight Company, \$2,929.58; Owen Connor, \$134.80; James Roberts, \$26; J. G. Benjamin, repairs, \$66,932.80; James R. Smith, \$22,650 (then comes an erasure); James Kilpatrick, \$11.50 (that is scratched out and James R. Smith, \$22,650 interlined in its place); Keyser, repairs, 1869, \$26,215.59; then there is \$49,950.59; R. J. Hutchings, repairs, \$58,838.50; then comes ditto, ditto, \$74,989.50; B. C. Cashman, \$59,671.45."

WITNESS said: The resolutions were drawn up by clerks in the office, to be presented to the Board when it met;

a member might hand in a bill after the resolution was drawn, and in that case it would be interlined; I recognize most of the interlineations as in the writing of Mr. Young and some as in my own.

Q. If your theory is correct that these interlineations were made while the resolution was in the clerk's office, and before its submission to the Board of Aldermen, by persons who came in and had them put in, then the book of approved papers by the Mayor ought to show a fair copy of that with the interlineations all taken in?

A. Yes, sir.

Q. Now, suppose the book of approved papers by the Mayor shows that the interlineations were put in subsequently?

A. How could it show that.

Q. Suppose the book of approved papers by the Mayor should have these interlineations also in it, what reason could you give for that?

A. When these resolutions were made out I made a copy at the same time for the Mayor, so that the resolution might go to the Mayor at once for his approval, and not keep the claimants waiting. The record in the Comptroller's office would show a fair copy of the whole and have no interlineations.

Q. Does the book of approved papers for the Comptroller contain these erasures and interlineations or not?

A. I presume not; it would be a clean copy.

Q. If these interlineations were made, they were made by somebody who had no right to make them?

A. Probably.

GEORGE S. MILLER was the next witness called, and testified as follows :

Q. State your name, residence, age, and occupation ?

A. My name is George S. Miller ; I live at 115 East Fifty-fifth street ; I am forty-one years of age, and my occupation is that of a builder.

Q. Did you do work for the city and county during the times of the Ring ?

A. Yes, sir.

Q. When did you first commence to work for the city and county of New York.

A. I could not state the year exactly ; it might have been 1864 or 1865.

Q. When were you first made acquainted with the design upon the part of the city and county officials to demand and receive percentages from the tradesmen and people who had worked for the city and county ?

A. Well, I don't know as I could exactly state that.

Q. Well, as near as you can ?

A. It might have been 1868 or 1869 or 1870, for all I know.

Q. From whom did you first hear of such a design, and what were the circumstances attending it ?

A. Engersoll was the man who always——

Q. When did he first approach you ?

A. I could not tell you.

Q. Tell us what passed ?

A. He said that the bills would have to be made up to such an amount, and I would have to raise them sixty-five per cent. additional.

Q. You came in first under the sixty-five per cent. arrangement; you didn't come in under the fifteen per cent. arrangement?

A. No, sir; I think not.

Q. Did you do what Ingersoll required of you?

A. I did.

Q. Did he tell you what the 65 per cent. was to be devoted to?

A. No, sir.

Q. Did you ever hear from any persons belonging to the Ring, or any other persons, to what the 65 per cent. was to be devoted?

A. I never knew till I read it in the newspapers, as having been given in evidence in some of the trials.

Q. Did you, since that time, talk to some of the men who got a division, as to what became of the money?

A. Not particularly.

Q. From your general conversation, did you know who got the money.

A. I never knew anything about it till I read it in the newspapers.

Q. From your conversation with those parties who were implicated, what was your impression derived from that source as to the division of this 65 per cent.—you understood that Tweed got 25 per cent.?

A. Yes, sir.

Q. Who got the rest?

A. The only person I had a conversation with was Ingersoll.

Q. What did he tell you?

A. He told me the same as he gave here in evidence.

Q. Name the parties and the amounts?

A. He said that Tweed got 25 per cent., that Connolly got 20 per cent., and that Sweeney got 10 per cent.

Q. Which Sweeney?

A. I don't know which one.

Q. Which one did you understand?

A. I understood it was Peter B. Sweeney?

Q. Who else?

A. Mr. Watson and Mr. Woodward got some.

Q. What information did you derive from your conversation with Ingersoll or any member of the Ring?

A. That was all.

Q. He never told you of anybody else?

A. No, sir.

Q. He never mixed up Mayor Hall's name with the percentage?

A. No, sir; I didn't see him for several years—I never came into contact with him.

Q. Have you figured up how much your bills amounted to on which you added the 65 per cent.?

A. No, sir.

Q. Have you any books?

A. I destroyed them.

Q. How did you come to do that?

A. Ingersoll told me to do so.

Q. To avoid an exposure of these matters?

A. I suppose so.

Q. Describe now, to the best of your recollection, what amount of actual work you did for the city and county of New York during that time, exclusive of the 65 per cent.

A. Mr. Cole, that would be impossible for me to tell you. I had a number of men to work all the time, and was working every day right straight along. I had no

occasion to keep any account, as I carried on my business alone, and whenever I collected my money I deposited it in the bank. I could give you no idea in any shape or form.

Q. When you presented your bills to the city did you swear to their correctness?

A. No, sir.

Q. It was never demanded of you?

A. No, sir.

Q. You never did swear to them?

A. I do not recollect of a single instance.

Q. Have you ever been sued in a civil suit?

A. Yes, sir.

Q. What became of that?

A. I put in an answer, and I never heard of it since.

Q. When were you sued?

A. The first time I was sued the papers were served upon me in October, 1831, by order of Mayor Havemeyer. Another suit was commenced against me by the then Corporation Counsel, Richard O'Gorman; I do not remember any others.

Q. In the suit commenced by Mayor Havemeyer, what attorneys appeared for the People?

A. The papers that were served upon me I gave to my counsel.

Q. Who was your counsel?

A. Mr. Root.

Q. And that is all you know of it?

A. That's all.

Q. Have you ever had any understanding or agreement with the counsel who represented the People concerning any immunity in regard to those suits?

A. No, sir.

Q. You had no agreement under which you were not to be sued provided you testified in the Ring suits.

A. Never.

Q. Have you all the time had real estate standing in the books in your name?

A. I have had but two pieces of property in my name.

Q. Are they now in your name?

A. One I sold some years ago.

Q. When did you sell it?

A. In 1870.

Q. After the developments of the Ring frauds?

A. No; before that.

Q. You had—before the developments of the Ring frauds—you had one piece of property in your name?

A. Yes, sir.

Q. Whereabouts?

A. It was in One Hundred and Thirty-second street, in Harlem. I didn't transfer those.

Q. What were they worth?

A. About \$12,000 or \$13,000 apiece.

Q. Were they worth that?

A. They were worth about that, I should judge.

Q. Was there not a *lis pendens* or attachment put upon your property.

A. No, sir.

Q. When did you sell it?

A. I have not sold this last piece.

Q. You have got that still?

A. Yes, sir.

Q. You cannot tell anything about how much was the aggregate of your raised bills?

A. No, sir.

Q. Have you ever had your attention called, or have you ever been informed, by any one of the amount that you were instrumental in defrauding the city out of?

A. No, sir.

Q. And you had no arrangement with anybody at all concerning an immunity?

A. No, sir.

Q. And you never were arrested?

A. No, sir.

Q. What real estate have you now, besides these two houses?

A. I have none.

Q. What was your mode of making out these raised bills against the city—did you make them out as you would have made them against an individual?

A. Ingersoll used to give me a paper or blank and tell me to make up a bill for a certain amount, and I did so.

Q. Without any reference to the work done?

A. Yes, sir.

Q. Have you ever thought why it was that no effort was made to make you pay back that money to the City?

A. No, except that I supposed Ingersoll had fixed matters; Ingersoll always attended to my affairs, and it was through him my arrangement was made.

Q. Did he ever tell you that he made it right or straight for you?

A. No, he never said that.

Q. Did he ever say anything about that?

A. No, sir.

Q. You have been apprehensive that there might be some suits brought against you?

A. I did some time ago, but I have never thought that

any suits would be brought against me since I went on the witness stand.

Q. I suppose there is doubt in your mind that you are liable to the city and county for that portion of your bills for which there is no foundation and for which you got paid?

A. I have no doubt about it.

Q. You have no explanation to offer to the Committee, except what you have given, of the reason why no suits were pressed against you.

A. No, sir.

Q. And all the time you had real estate in the county?

A. Yes, sir.

Q. I am very much interested in how you thought that Ingersoll was to take care of you in these matters?

A. Because the most of my business was done through him.

Q. How did you think that he could help you?

A. I supposed when he made his settlement about his own affairs with the city, that he made it all right for me also; and that he showed them the light in which I stood, which they did not know before.

Q. And that light was that you had been persuaded by other people to go into an unlawful enterprise by which a certain amount of money was to be abstracted from the City of New York?

A. I suppose so.

Q. You actually got some money that you did not work for honestly?

A. I suppose that is true.

Q. Upon what theory could Ingersoll have made the counsel for the People or Corporation relieve you from

the pecuniary liability to pay back the money which improperly came to you?

A. I am sure I could not tell you.

Q. So you have no theory which to your mind could explain that?

A. I suppose that he explained my connection with him in the business.

Q. What explanation could he have given that would have been satisfactory?

A. I am sure I don't know.

Q. He never gave you any information with whom he made that explanation?

A. He might have mentioned Mr. Charles O'Connor.

Q. Did he tell you that Charles O'Connor said that you would not be molested?

A. No, sir.

Q. Was there any formal or informal arrangement in reference to your suits?

A. I have told you the exact truth, and I cannot tell you anything additional. I have never had any arrangement or understanding whatever by which I was to be exempted from prosecution, and I consider myself liable to be sued at any time for the amounts fraudulently obtained from the city through my aid, and I don't know why I have not been prosecuted, but I suppose it was because of Ingersoll making full representation of my position. I have told you the truth to the best of my belief.

Q. I think you have. I have no fault to find with you as a witness. What do you know about work having been done for private persons and charged against the city.

A. I always understood that Garvey did work of that

kind for private persons, but he said there had not been much profit in it.

Q. Did you ever do any work for any private persons yourself, to be charged to the city?

A. No, sir.

Q. All, then, you know about it is what you have heard from others.

A. That is all.

Q. Tell me what you have heard about work having been done by others for private persons, and for whom.

A. I never talked about that; I was always kept very busy with my own affairs and did not meddle with such matters.

Q. Do you remember any instance where you understood that work was done for private persons?

A. I understood that Garvey had worked for Tweed, and had built a house for Connolly.

Q. Anybody else?

A. No, sir.

Q. Had any other officials work done for them?

A. I never knew anything about it.

Q. Have you ever conceived the idea that it would be proper for you to reimburse the City of New York for what you have taken from it fraudulently?

A. I suppose it would be right for me to do so; and if I were in possession of funds, I should be happy to do it.

Q. If you cannot do as much as you would like, you could do it to the extent of your ability?

A. That would not be very much. Do you mean in regard to any amount?

Q. With regard to your intention to pay back this money, which came into your possession without any *quid pro quo*.

A. I have no means at present to make restitution.

Q. Is your real estate mortgaged?

A. It is, very nearly to the extent of its value; it is now nearly six years since I have been able to make any money out of my business; I have had a great deal of trouble in my family.

Q. You consider that at present you are absolutely without means?

A. I am.

Q. What do you consider that you were worth in 1871, when the Ring developments became public?

A. I don't know as I could tell you, or go any ways near it. I suppose I might have been worth \$50,000 or \$60,000, if my debts were paid.

Q. Was your real estate encumbered then to the same extent as it is now?

A. No; not in 1871. It was after 1871 that I got it mortgaged.

Q. I am trying to call your attention to this point—how much you had when suit might have been brought against you by the city, and a *lis pendens* put upon your property—you had at that time, you say, about \$50,000 or \$60,000?

A. Possibly about that.

Q. Did you take any measures to hide your property at that time?

A. No, sir.

Q. You employed your regular lawyer in both of those cases that you have mentioned?

A. Yes, sir; Mr. Root put in an answer in both cases.

(By Alderman COWING)—It seems you are a frank witness, and I will ask you but a very few questions. This 65 per cent. which you had raised on your bills, did you get any portion of it?

A. No, sir.

Q. Did you ever render any bills against the city of New York, for which there was no foundation?

A. No, sir; there was always a foundation for my bills, for I was working all the year round.

Q. Can you state that you ever furnished any bills that had no foundation whatever?

A. I don't think I ever did.

Q. Is it your impression that all your bills had some foundation?

A. I think so.

Q. Did you think that they had a foundation to the extent of 35 per cent.—there was 65 per cent. which had no foundation at all—do you think that 35 per cent. was in every instance legal and legitimate?

A. I do.

Q. You are a builder, are you not?

A. Yes, sir.

Q. When did you first commence to have any transactions with the city?

A. I think it was from 1864 to 1865.

Q. And running down to what date?

A. I think to 1871.

Q. Did you have any transactions with the city and county of New York aside from those in which the 65 per cent. was added to your bills?

A. No, sir.

Q. When Ingersoll came to you and told you to add 65 per cent. to your bills, what did he tell you?

A. He said that I would have to raise them 65 per cent.

Q. Did he give you any reason?

A. No, but he said that it had to be done in order to get money.

Q. Did he assign any reason why it should be done?

A. No, sir.

Q. And that was when?

A. I don't know whether it was in 1869 or 1870.

Q. There was no illegal practice on your part in connection with the city government before that?

A. No, sir.

Q. Can't you approximate the amount of the bills which were rendered to the city on which the 65 per cent. was added?

A. No, sir; as I told Mr. Cole, my books were destroyed, and I never kept any record of them at all.

Q. What branch of the city business did you do?

A. I did the carpenter work.

Q. Did you do a large amount of business?

A. I did quite a large amount.

Q. Can you approximate the amount?

A. I could not.

Q. Do you think you did as much as \$2,000,000 of work?

A. I could not say.

Q. You have no idea?

A. No, sir.

Q. Do you know of any other illegal practices against the city and county government?

A. I don't know of any.

Q. Only what you have told us?

A. That is all.

Q. And you say that if you had it in your power you would make such restitution as you could to the city?

A. I would, sir.

Q. You don't think, like the last witness, that if' you had the money you would rather withhold it and stay away from the city permanently?

A. No, sir; I would rather pay the money back and stay here in New York.

Q. Then your conviction is that it would be right for you to make restitution if you could?

A. I think so, and I wish I could.

The Committee adjourned to Monday, December 3d, at 11 o'clock A. M.

TWENTY-SEVENTH DAY.

DECEMBER 3, 187

Present—Alderman LEWIS,
“ SLEVIN.

On the reassembling of the Committee to-day

Ex-Attorney-General Francis C. Barlow was called to the stand, and testified as follows:

Q. (By Mr. COLE)—Do you know anything, General, of the assignments made by John H. Keyser to Jackson S. Shultz in which the latter was appointed a trustee as between him and the city of New York?

A. I do. The firm of Barlow & Olney had been employed by Mr. Jackson S. Shultz to collect certain claims which had been assigned to him as trustee for the city and county by Mr. John H. Keyser.

Q. Please explain to the Committee the circumstances under which that assignment was made?

A. I was at that time one of the counsel for the Committee of Seventy. Very soon after the disclosures of the Ring frauds broke out it came to the knowledge of the Committee that Mr. Keyser was inclined to assist the committee with such information as he could give. I think it was through the instrumentality of Mr. Shultz and Mr. Thomas C. Acton that this was done. Mr. Keyser came down after dark one evening to the Comptroller's office and went over his vouchers or warrants, showing in a general way such as were fraudulent, and picking out those upon which he claimed the indorsements of his name to be forgeries. He was afraid to come in the daytime apparently. Mr. Peckham was present and one or two others. I think it was after that, though possibly I may be mistaken in the sequence of events, that he executed those assignments at his house. I think Mr. Acton and Mr. Shultz were present when he made the assignments. I drew up one or both of them, and acted as witness for one. Then my firm, Barlow & Olney, were retained by Mr. Shultz to collect the claims which had been assigned according to the schedule attached to one of the assignments. They were claims which Mr. Keyser asserted he had against certain persons for whom he had done plumbing and other work that they had not paid for. Most of the persons against whom the claims existed were city officials and politicians. We brought suit in some cases and others were settled. As we collected the

money we turned it over to Mr. Shultz. When we had collected all that we could, we had a final settlement with Mr. Shultz, and received from him the fees due us, or what was still coming to us, part having been paid from time to time. That final settlement was on December 19, 1873. On that date the assignments were handed back by us to Mr. Shultz, and we took a receipt for them, which I have here. Having been elected Attorney-General I went to Albany, January 1, 1872, and during 1872-'3 knew little of what was done in the private business of my firm. Consequently I had no knowledge of what was done in this matter after that date. Those assignments were in trust for the city, to pay to the city such balances as might be found to be due from Keyser on a settlement of his accounts with the city. Keyser always claimed that on a correct adjustment it would be found that he owed the city nothing and he would be entitled to these collections. Repeated efforts were made by Mr. Shultz, Mr. Keyser and myself to procure some adjustment with the Comptroller's office. Finally Mr. Green, then Comptroller, agreed to have an investigation made into the amount and value of the work done by Keyser for the city. Mr. Hatfield, representing the Finance Department, and Mr. Olney, representing Mr. Keyser, were to make the necessary examinations together. It involved a great deal of work, and before it was concluded Mr. Hatfield left the Comptroller's office, and it was dropped. Mr. Shultz was much annoyed at the matter hanging on so long, and wanted to get rid of it. I advised him that he could not do so merely of his own motion, but would have to get relief from a court or by an action to which the city would have to be a party. The trouble and litigation involved deterred him from

doing anything. Mr. Keyser one day came into our office and asked something about a mortgage that was being drawn or had been drawn. Most of my time then was necessarily spent in Albany, and I did not keep the run of the current business of the office. I referred him to Mr. Olney. In the course of conversation I learned from him that there was a loan to him of some of this trust money, in process of being made to him by Mr. Shultz. Whether it had been made or was then being made I was not informed and did not ask. That was the first I heard of the loan to Keyser, and I had no personal connection with the business, and knew nothing more of it than I have said.

Q. What was the mental condition of Mr. Keyser generally when these assignments were made?

A. He was agitated, nervous and sometimes sick, but in my mind he was competent to execute a legal instrument.

Q. You witnessed one of the instruments?

A. Yes, sir; I did.

Q. Were you present when both of the assignments were executed?

A. I am not positive about that. My impression is that I was present at one of them, but the subsequent one I am not certain about.

Q. Keyser was perfectly competent to make the one that you witnessed?

A. Yes, sir; he was perfectly competent.

Q. He knew what he was doing perfectly well?

A. Yes, sir; if I am any judge of a man's condition.

Q. With regard to the list of claims which are appended to one of the assignments, what was the principle

of selection with regard to them? Why did you select those claims in particular?

A. We did not select the claims at all. He said that he had those claims and that they grew out of these Ring frauds, that is that they were due by persons for whom he did the work and furnished the goods.

Q. He gave you to understand at that time that these claims were for work done for members of the Ring to whom he would not have sent any bills but for the change in affairs?

A. Yes, he gave us the opportunity to recover the amounts for the city if we could.

Q. You considered that that work having been done for members of the Ring, and being as it were treasure trove, it would be well to recover it.

A. Yes, sir; that was my idea.

Q. That is what he swore to in his examination?

A. Yes; if we could get anything it would be so much clear gain, as I understand his statements. He was a very valuable witness to us, it being at the early stage of our work, and he was the only point of the enemies' lines that broke. Of course we were very glad to take him as a witness without any assignment, under an implied protection, though I never knew of an expressed promise of protection being given to him. He was the only weak point we could make a beginning upon, and his testimony, direct and indirect, has been of much value.

Q. Is it true that he made this assignment at the importunity of you and other gentlemen representing the city and State?

A. He did not make it at my importunity nor at that of anybody as I understand it. I never heard him speak of it in that way. I think he regretted it himself.

Q. But these were bills for members of the Ring which he did not expect to get himself, and if the city could get anything out of them they were welcome to it?

A. He gave us those to collect, but whether if he had been let alone he would have sued the parties himself I don't know.

Q. Have you a list of those claims?

A. I have some memoranda of them here.

[Gen. Barlow here read from memoranda the amount of claims and the portion of them that had been collected. The whole amount collected aggregated, he stated to be, between \$60,000 and \$70,000].

Q. Have you at present any idea why these bills were settled for less than their face?

A. Yes, sir, these people generally would make an offer for a compromise, and Mr. Keyser was always consulted about the matter. A settlement was made; generally it was because of some defect in the evidence. Again it was found oftentimes that some of the parties were not worth anything. Sometimes we feared they would go away, and that we should get nothing. Sometimes there were counter-claims against Keyser of money loaned to him. All these elements had to be taken into consideration in endeavoring to collect the claims, and we treated them just as we would any others.

Q. When were you elected Attorney-General?

A. On the 6th of September, 1871, but I entered on the duties of the office on the 1st of January, 1872. After that this business was managed by Mr. Olney, my partner. Many of the claims were settled during my term, and settled in that way by my partner.

Q. You have given the data of this settlement?

A. Yes, sir; as it appears on my register.

Q. It appears in these matters that you were representing Mr. Shultz, whom you regarded as a trustee for the city?

A. Yes, sir; in those matters in which I was retained so far as concerned these bills.

Q. Were you retained to collect these claims?

A. Yes, sir.

Q. State in what respect did Mr. Olney act for Mr. Keyser.

A. Keyser came in one day to see about a mortgage which was in preparation for him, and we had a conversation. What that conversation was I don't now know. The mortgage was then being prepared in our office.

Q. You state that when efforts were being made with the Comptroller to settle Mr. Keyser's affairs with the city Mr. Hatfield was appointed to represent the Comptroller and Mr. Olney for Mr. Keyser.

A. They wanted to appoint two experts to arbitrate Mr. Keyser's work; and Comptroller Green said that he would appoint a man by the name of Hatfield—I am not certain about his name—and Mr. Olney was to act for Mr. Keyser. It was not an arbitration. These two were to go round and ascertain how much work Mr. Keyser had actually done for the city.

Q. Your firm charged collection fees in each case?

A. Yes, sir, when we paid over the money.

Q. And that constitutes all the facts that you know of your own personal knowledge?

A. I have told you of my own personal action in the matter, and also what I understood my firm's action to be. We collected the money, and after deducting our

fees therefor, turned it over to Mr. Shultz, the trustee. I had no other connection in any way, shape or manner than that, except this conversation with Keyser when he came into the office to see about a mortgage, when I turned him over to Olney, and learned for the first time that this money, which had been collected, was being loaned, but what the arrangement or security was I did not know. What Mr. Olney did in the matter he will tell you himself.

Q. What was the aggregate amount that was collected by your firm and turned over to Mr. Shultz?

A. I should say it was between \$60,000 and \$70,000. I have a memorandum here which makes it about \$54,000, but I think something must have been omitted.

Q. Your impression is that it was about \$60,000?

A. Yes, sir; or over that.

Q. Did you understand when you handed that money to Mr. Shultz, that he took it for the city as a trustee pending the proposed settlement?

A. Undoubtedly I so understood it—that it was a *bona fide* trust.

Q. And so far as you are personally concerned, you never advised the loaning of the money to Mr. Keyser by Shultz?

A. I am very positive that I was never consulted about it. I knew nothing more concerning it than I have said. Certainly I did not advise it.

Q. At the time of the making of the mortgage, were you Attorney-General?

A. It appears that my firm drew up the mortgage. Mr. Olney, it seems, was employed to do it, and I never

spoke to him about it until the matter came up before this Committee.

Q. You spoke of this assignment by Keyser to Shultz as trustee for the city. Do you know whether any court ever appointed a referee or auditor to pass upon these matters?

A. I never heard of any.

Q. Were any of these various loans made to Keyser by Shultz on your responsibility?

A. I never heard of any, and did not know that they were made until Keyser came into my office, when he inquired about the mortgage which was in course of preparation, apparently in the office.

Q. Were these mortgages, that were taken from Keyser, first or second mortgages?

A. I don't know anything about it except what I have seen in the papers since this investigation was commenced.

Q. I understand you to say that when Shultz talked to you about giving up the trust that you advised him to get an order of court?

A. Yes, I told him that he could not resign of his own accord, but that some action by the court would be necessary to make it legal.

Mr. COLE—I have a letter here from Mr. Wheeler H. Peckham, which he desires me to read to the Committee.

Mr. Cole then read the following correspondence :

LAW OFFICES OF MILLER & PECKHAM, }
 DREXEL BUILDING, }
 NEW YORK, December 3, 1877. }

HUGH L. COLE, Esq., *Asst. Corporation Counsel, and
 Counsel to Aldermanic Committee :*

DEAR SIR—Since the last adjournment of your Committee my attention has been called to its inquiries as to the disposition made of the money collected from Woodward.

The facts are stated in a correspondence had between the Attorney General and myself at the time of the collection, and of which the following is a copy :

LAW OFFICES OF MILLER & PECKHAM, }
 NEW YORK, December 30, 1876. }

MY DEAR SIR—I have collected from E. A. Woodward, one hundred and five thousand dollars cash, and security for fifty thousand more, payable, with interest, in six months.

The security I am having recorded in Connecticut, and so soon as done will forward you. From the cash I deduct my charge for services and disbursements, \$5,000, and enclose check for balance, one hundred thousand dollars. There are no charges on same, so that the whole amount can be handed over to the city. The cash was paid to me in various forms of bills and drafts, etc., which I had to collect.

My bill for services, etc., is of course subject to your approval.

Yours truly,

WHEELER H. PECKHAM.

HON. CHARLES S. FAIRCHILD, Att'y. Gen'l.

STATE OF NEW YORK,
ATTORNEY GENERAL'S OFFICE,
ALBANY, January 2, 1877. }

WHEELER H. PECKHAM, Esq.,
Drexel Building, N. Y. City :

DEAR SIR—Yours, 30th ult. was received 1st inst., with enclosure of \$100,000 collected by you from E. A. Woodward. I approve your bill for services as stated by you.

Very respectfully,

Your obedient servant,

CHARLES S. FAIRCHILD,
Attorney General.

I have only to add that the note for \$50,000 and interest, with the security, were forwarded to the Attorney General, on the 9th January, 1877, and that the note was paid to him at its due date.

Yours truly,

WHEELER H. PECKHAM.

Peckham's copy

JAMES BRIDGE was the next witness, and after being sworn, testified as follows:

Q. What is your full name?

A. James Bridge.

Q. What is your occupation?

A. I am a gas-fitter.

Q. Were you ever in the employ of Keyser & Co., or John H. Keyser?

A. I was.

Q. When?

A. I was with them about twelve years ago.

Q. From what date to what date?

A. I could not say.

Q. Were you with them in 1868, 1869, 1870 and 1871?

A. I was.

Q. Until the time of the Ring exposures?

A. Yes, sir.

Q. Did you keep any memorandum of the work done there?

A. Yes, sir.

Q. What kind of a memorandum?

A. I had a small book in which I jotted down things?

Q. In which you noted down what materials were furnished and what work was done?

A. Yes, sir.

Q. Did you continue to do all that during the whole period of Keyser's work on the Court-house?

A. I did.

Q. Where is that book?

A. I gave it to Keyser when these troubles came on. He asked me for this book at that time, and I gave it to him.

Q. And you never heard of it since?

A. No, sir.

Q. Keyser has testified that a very large portion of the work done, amounting in the aggregate to as much as was now there, was taken away?

A. They did take it away, a good deal of it.

Q. How much?

A. They took out four stacks of pipe, I know.

Q. How much could these four stacks of pipe be replaced for?

A. I don't know.

Q. Could you give any idea?

A. No; the original stack pipes were all lead pipes and iron ones were put in instead of them.

Q. That pipe was still valuable to be used in other ways after that?

A. They could use the water pipe that was taken out, but not the soil pipe.

Q. Can you give any idea of the work that was done and that was taken away?

A. No, sir, I could not.

Q. Was it worth as much as \$200,000?

A. No, sir.

Q. Was it worth as much as \$20,000?

A. No, sir.

Q. Was it worth as much as \$5,000?

A. Yes, sir.

Q. Somewhere between \$5,000 and \$20,000?

A. I could not say.

Q. I am trying to get at your best judgment?

A. It was only waste pipe.

Q. It wasn't worth as much as \$20,000?

A. No, there were but four stacks of it, but I could not say how much it was worth.

Q. It wasn't worth \$20,000; that is your best judgment?

A. No, sir, it was not.

Q. How much soil-pipe was taken away; could that be used for any thing at all?

A. No, it was sold for old lead.

Q. What would be the difference per pound between that which could be used for old lead and the new soil pipe?

A. The new pipe was iron pipe.

Q. What would be the price of old lead pipe per pound?

A. I don't know; I suppose about 8 cents per pound.

Q. What would be a fair price for the iron pipe put in?

A. I don't know about that.

Q. You say that the lead pipe taken out, if sold as old lead, was worth about 8 cents a pound?

A. Yes, sir.

Q. When the soil pipe was first put in how much was it then worth?

A. I forget now.

Q. What could you buy it for?

A. I could not say.

Q. Could you not give some idea?

A. No, sir.

Q. Was it worth double as much as old lead?

A. I could not say.

Q. You don't know at all the value of the iron soil pipe that was put in?

A. No, sir; there were four stacks of pipe taken out,

when I come to think of it. That was two-inch lead pipe. That was all taken out and iron pipe put in its place. There were about eight pieces of it, about ten or twelve feet long.

Q. Besides these four stacks of soil pipe and four stacks of water-pipe what else was taken out?

A. He did not replace the steam fitters?

Q. What else did Mr. Keyser put in the New County Court-house, which was afterwards taken out?

A. That is all that I have noticed that was taken out.

Q. Were you on the work at that time; did you see it?

A. No, I saw a gas chandelier that was taken out.

Q. But you knew generally all that was being done, and you kept a memorandum of it?

A. Yes, sir.

Q. You generally knew about the pipes?

A. I had a general knowledge.

Q. Do you know anything about work done by Keyser for individuals?

A. Do you mean for Tweed and the rest of them?

Q. Yes; who did he work for?

A. I did work by his directions for Tweed and Fox and Connolly.

Q. For Fox?

A. Yes, sir.

Q. For Connolly, Tweed, and Woodward?

A. Yes, sir.

Q. And for Garvey?

A. I didn't do much for Garvey.

Q. For Ingersoll?

A. Not much for him?

Q. For anybody else?

A. Yes; I believe the last job I did was for Farley.

Q. As I read this list of names you will please let me know if any work was done for any of them. Was any work done for R. C. Hutchings?

A. Yes, sir; some; not much.

Q. Anything for Andrew Blakeley?

A. Yes, sir.

Q. Anything for Andreas Willmann?

A. No, sir.

Q. Anything for James Hayes?

A. Yes, sir.

Q. Anything for Wm. A. King?

A. Yes, sir.

Q. Anything for M. B. Wilson?

A. No, sir.

Q. Anything for A. J. Garvey?

A. Yes, sir; I believe a little.

Q. Anything for G. W. McLean?

A. Yes, sir.

Q. Anything for James McGowan?

A. No, sir, not that I know of.

Q. Anything for W. M. Edelstein?

A. No, sir.

Q. Anything for William A. Herring?

A. No, sir.

Q. In regard to those persons in this list, you say that you have done work for Fox, R. B. Connolly, R. S. Hutchings, Andrew Blakely, James Hays, H. E. King, Wm. M. Tweed, A. J. Garvey, T. Farley, and others. What kind of work did you do for those men?

A. I put up gas pipes, put chandeliers in their houses, and Mr. King had plumbing work done.

Q. Did you receive any instructions from Keyser when you did the work?

A. Yes, sir, I received instructions to do it as lightly as possible.

Q. Why?

A. He would say that he would not get paid for it.

Q. Who else besides these persons I have named did you do any work for?

A. That is all, except for the Americus Club House.

Q. Did you understand that these jobs would be charged against anybody at all except the city?

A. I supposed it was going to be charged in some way but it was always considered that they were "thankee" jobs.

Q. At the time the Ring exposures took place were you still in the employment of Keyser?

A. I was.

Q. Did you know whether at that time Keyser fixed up his books to meet the coming storm?

A. I knew that something extraordinary was going on.

Q. What had you observed or heard that was extraordinary about the books?

A. I saw him busy fixing up the books, and making out bills.

Q. Did you hear anything about it?

A. One of them told me that they were doing work at night, fixing up the books.

Q. Did he tell you precisely what he was doing?

A. No, sir.

Q. All you know is that there was some extraordinary activity going on about the books?

A. I knew that something was going on more than usual.

Q. About what time was that?

A. It was about the time the troubles were coming up.

Q. How late at night were they working at the books?

A. I don't know how late.

Q. Had they an extra force at them?

A. I saw two or three men there, and one of them told me that they had to work all night and on Sunday.

Q. These books, in which you kept a memorandum of everything, were, as I understand you, an account of the amount of labor done, and the materials furnished?

A. Yes, and the chandelier and other things.

Q. About what time did he borrow this book from you which he never gave back?

A. About the time that the troubles commenced. He asked for that book, and also asked me to get his plumber's book.

Q. Who was the plumber?

A. Pat Cooke. He sent me to get the book from Cooke's mother after his death; but she said it had been burned or thrown into the ash-barrel. Keyser then did not seem to care about it.

Q. Do you know of any other books he was anxious to get hold of?

A. Yes, there was another man working there, and he was anxious to get his books.

Q. What was his name?

A. John Waldon.

Q. Is he residing in New York?

A. I think he hangs around somewhere. He worked a good deal at the Court-house.

Q. Where are you working now?

A. For Mitchell & Co. They supplied the chandelier for the Court-house.

Q. Could you not find out from them about them?

A. Yes, sir.

Q. Were you ever talked to by any lawyers representing the city or State before?

A. No, sir.

Q. You were never requested to tell what you knew about these matters before?

A. No, sir; no one ever asked me.

Q. Who would be more likely than you to know about the plumbing work in the Court-house?

A. The man who worked there is not working now.

Q. What is his name?

A. Patrick Donnelly.

Q. Do you know where he is?

A. No, sir.

Q. Is there anybody now in New York that would know?

A. I don't know; I think there is a man at Providence, R. I.

Q. What is his name?

A. Patrick Tierney.

Q. Is he a plumber?

A. Yes, sir? he had charge after Cook's death. He came in probably near the last of it. He was not in there long.

The Committee here adjourned until Wednesday, December 5.

TWENTY-EIGHTH DAY.

DECEMBER 5, 1877.

The Committee met to-day, pursuant to adjournment.

Present—Alderman LEWIS.

“ COWING.

“ SLEVIN.

After the Committee was called to order JOHN H. McKEON addressed the Committee on behalf of Mr. Peter B. Sweeney, who had been subpoenaed as a witness, to give testimony before the Committee, as follows:

May it please your Honorable Committee, on behalf of myself and my associates I would say something. Last night our client, Mr. Peter B. Sweeney, was served with a subpoena to appear here this morning, and we have prepared, as his counsel, what we consider a respectful protest against his appearing, which, with the permission of the Committee, I will now read.

*To the Honorable Committee of the Common Council of
the City of New York:*

Mr. PETER B. SWEENEY has been served with a paper purporting to require his appearance before you on this

day to give evidence in a certain unnamed and undescribed investigation, which we suppose to be that relating to what is popularly called "city frauds." We appear, as his counsel, to protest against its enforcement, and have advised him to confide to us the duty of respectfully asking your attention to the circumstances under which he is at present in this city. In February of this year he was with his family in France. There was then pending against him an action on behalf of this city, in which a large amount of money was claimed. Those having it in charge for the plaintiffs suggested his attendance upon the trial, and tendered him his protection from annoyance while here for that purpose. On receiving that information from us he at once signified his readiness to attend, and immediately did so, at large inconvenience and sacrifice. Representing him, we entered into the arrangement which is expressed in the instrument in our possession, a copy of which is hereto annexed. You will perceive that it is executed on behalf of the People by all the gentlemen who were supposed to have any interest in or control over the subject, including the Counsel to the Corporation, representing the city government. Mr. Sweeney, under our advice, trusted to the assurance it gave, and has been since then, and still is, engaged in finally disposing of the action against him. He has had no notification from any source that the immunity thus assured would at any time expire, according to its provisions. With becoming respect for your Honorable Body, we insist that it would be a violation of the pledge of faith of the people to subject him to any examination upon the subjects involved in the action against him. It would also, in our judgment, be unwarrantable and oppressive to oblige him at this time in the name of the

plaintiffs in that action, to become a witness concerning such matters. We therefore respectfully submit, as a matter of justice and propriety as well as legal right, that your Honorable Body should declare him protected by the foregoing considerations, and relieve him from attendance before you.

December 5, 1877.

(Signed)

W. A. BEACH,
JOHN McKEON,
A. J. VANDERPOEL.

Following is the stipulation :

NEW YORK SUPREME COURT.

The People of the State of New York against Peter B. Sweeney and the Mayor of New York.—It is hereby stipulated and agreed that in the event of the defendant, Peter B. Sweeney, attending upon the trial of this action, he shall not be arrested on process, civil or criminal, at the suit of the people of the State of New York, or of the Mayor, Aldermen, and Commonalty of the city of New York, or of the county of New York, or of any taxpayer, or other person or persons, or corporation, claiming to sue or prosecute on their own behalf, or on behalf of or in right of the interest of said people of the said city or county, prior to or during the said trial, nor for the period of thirty days subsequent thereto, nor shall any order of arrest, or other process, civil or criminal, against his person be issued against or served on him during the period aforesaid. And it is hereby further stipulated that during the trial aforesaid he shall not be arrested or called for trial on any indictment which may have been found

against him individually or in connection with others, and that during the said period no criminal complaint shall be made or indictment found against him. It being the intent and purpose of this stipulation that said Peter B. Sweeney shall be unmolested after his arrival in this city of New York, and for thirty days after the trial of this action, provided that the plaintiffs may, at any time, put an end to this stipulation and any rights of defendant Sweeney thereunder, by giving to the attorneys of said Sweeney thirty days' notice of their intention so to do; after the expiration of such thirty days plaintiff shall be free to act as if this stipulation had never been made.

(Signed)

CHARLES S. FAIRCHILD, Attorney-General.

BENJ. K. PHELPS, District Attorney of N.Y. County.

WILLIAM C. WHITNEY, Corporation Counsel.

WHEELER H. PECKHAM, Assistant Counsel.

Alderman COWING desired to know whether in point of fact it was not true that Mr. Sweeney's case, because of which that stipulation had been given, was finally adjusted and settled. Mr. McKeon replied that it was not; that it is a live action to all intents and purposes, for although terms of settlement had been agreed upon, the settlement had not yet been made.

Alderman COWING—It is a live action, then?

Mr. McKEON—It is a live action to all intents and purposes, and this stipulation gives him immunity from all civil and criminal processes. He is to be absolutely free from all molestation and we respectfully suggest that this

Committee molests him by subpoenaing him to appear before it.

Alderman COWING—But, suppose the Committee only wished to obtain information from Mr. Sweeney, and have no desire to make it a basis of any action against him.

Mr. McKEON—Ah, we cannot tell how this testimony will affect him. We should not have allowed him to come here from France unless we thought that he would be exempt from any molestation whatever. The public faith is pledged to that.

Mr. COLE—I wish to know if it be the object of counsel to secure immunity for Mr. Sweeney as a witness on matters other than—

Mr. McKEON (interrupting)—We intended that he should not be interfered with in any way, that was our purport, and now you propose to molest him; you ought to go on with this case just as if Mr. Sweeney was in Paris.

Mr. COLE—I think under these circumstances it would not be proper to compel Mr. Sweeney's attendance.

Alderman COWING—Do you think that his attendance here to give information as to his knowledge of matters not connected with his own case would be a molestation.

Mr. McKEON—I do.

Alderman COWING—I think the Committee should take time to consider the matter.

WILLIAM A. BEACH, who also represented Mr. Peter B. Sweeney then addressed the Committee, as follows :

It is almost impossible that Mr. Sweeney should be a witness in these matters without necessarily involving the affairs of Mr. Sweeney in that investigation. The inquiry would naturally extend to his personal matters. I had implicit confidence in the assurances given by that instrument, as well as from personal conversations with the gentlemen whose names appear upon it, that it would secure Mr. Sweeney entirely from apprehension of difficulty by prosecution, and from all petty annoyances on the subject of the frauds which were involved in his case, and I am still convinced that the gentlemen who signed that stipulation had that object in view, and intended, as they considered it of some importance that he should be present on his trial, that it should be a perfect and full immunity on all matters except the suit then pending against him. All these matters are remotely or approximately connected with the administration of Mr. Sweeney, in connection with the affairs of the city, and it is impossible that any examination could be had of him in regard to incidental, kindred, and associated matters that would necessarily in some degree reflect on his own concerns as involved in his administration. Will your Honors please consider the indecency on the part of the People of compelling Mr. Sweeney to appear as a witness under circumstances in which he must necessarily be embarrassed by the subjects which are to be examined. It is, I consider, a harsh and unwarrantable proceeding, and a great violation of good

faith and propriety to enforce this process against Mr. Sweeney.

Alderman COWING remarked that he understood from the Judge before whom Mr. Sweeney's case was, that it was ended, with the exception of his paying over the money consideration agreed upon.

Mr. BEACH replied that that was a misunderstanding, but even if it were so, Mr. Sweeney was still entitled to thirty days' notice after the trial, and no notice had been served. "I hope it is understood," he said, "Mr. Sweeney does not decline an investigation. He is willing to become a witness on the proper occasion and at the proper time, but under existing circumstances, and at this juncture he deems it improper. His suit is not settled. We have in part settled it, but we have been compelled to ask certain indulgences, which have been kindly accorded. We have had great difficulty in complying with what we consider very harsh conditions, but which we intend to comply with fully. Until we have done so, the prosecution may at any moment set aside the now incomplete arrangements and renew the action. Under these circumstances the impropriety of Mr. Sweeney appearing as a witness must be very apparent.

The Committee determined to hold the protest and stipulation under advisement, and, for the present at least, to pass over the question of compelling Mr. Sweeney's attendance.

Ex-Attorney General F. C. BARLOW then took the stand, and was examined by Mr. COLE, as follows :

Q. I received a communication from you saying that you desired to make some correction of a part of the testimony which you gave at the last meeting of the Committee ?

A. Yes, sir ; I desire to make some correction ; since I was here I looked over my letter book, and I find that on the 15th of April, 1873, I wrote a letter to Mr. Shultz, when I learned by his conversation that a loan of the trust funds to Keyser was then in contemplation, intimating to him that a trustee was not permitted to invest trust funds on second mortgages, and lease-hold property securities, and informing him that if the security failed he would himself be liable for the sums invested. As counsel for Mr. Shultz, I advised that gentleman that he was not then under obligations to pay over to the city the \$60,000 collected on Keyser's claims, but that he was responsible for it whenever a settlement should be made and it should turn out that he was owing the city that amount. These letters recall a good many of the facts to my mind, and it is clear to me from them that Shultz never consulted me while the loaning of this money to Keyser and the taking of the mortgages on his property was in progress.

Q. Was that letter written while you were Attorney General ?

A. Yes, sir ; I may also remark that in case it should turn out on the settlement with the city that Keyser owes the city, Mr. Shultz is amply responsible, and I have no doubt but that he will pay over the money. I think that this should be brought to the attention of the Committee

as there seems to be some misunderstanding about the matter as if he had wronged somebody.

Alderman COWING asked witness if he had ever found Mr. Keyser in any better physical and mental condition than he had appeared before this Committee, and had consequently been able to get out of him any really useful information.

Gen. Barlow said that he had, that he was very much surprised at Mr. Keyser's attitude and actions before this Committee, as reported by the newspapers, and that he thought Mr. Keyser must have been very much frightened by the Committee or else have had some powerful reason for acting as he did. Mr. Keyser's books were accurately kept, to all appearance, and his information on matters about which he was questioned affecting the city's suits against other parties was clear and precise.

Alderman COWING remarked that Keyser had told the Committee that his books were very imperfect, as he knew little or nothing of bookkeeping, and kept a bad bookkeeper.

Gen. Barlow replied that that was very different from what Mr. Keyser had represented to him. If the books he exhibited here only made such an imperfect showing as Alderman Lewis described and Alderman Cowing mentioned, the inference in his mind would be that Mr. Keyser kept two sets of books.

Q. (By Alderman COWING)—I suppose that there can-

not be any claim on Mr. Shultz now to pay over the money to the city?

A. I think not; but he is ready to pay over the money at the proper time. He is unwilling however to be held up in the newspapers as owing the city \$62,000, that he ought to have paid and did not.

By Mr. COLE—But the city has a right, as having contingent interest in that money, to know how it is invested?

A. I don't mean to say anything against that. I suppose he is in the condition of all trustees. I doubt whether any trustee is perfectly satisfied with the way in which the funds intrusted to him are invested but they must take risks.

By Mr. COLE—I understand that these mortgages were made on leasehold property, and were second mortgages, and that you advised against them?

A. Yes; as soon as it came to my personal knowledge I wrote him that letter to which I have referred but at the same time, I stated to him that I thought the chances were that the property would never be called upon.

Q. And you advised him against taking this leasehold property or second mortgages as security?

A. Yes, sir.

By Alderman LEWIS—Did you ever examine Keyser's books?

A. No, sir; except in one or two instances.

Q. He stated before this Committee that his books were entirely inaccurate?

A. That was different from what he stated to me.

Mr. COLE—He said so here.

A. Keyser brought various books to me, saying that he could show every item of the work done. That some of

it was done on Blackwell's Island, but still it was for the city.

Q. (By Alderman COWING)—Did you ever come to any conclusion as to whether he was indebted to the city or the city to him?

A. No; I never did. He always asserted that these warrants were forgeries. I prepared a list of those he so designated and gave notice to the Broadway Bank that such was the case. I served this notice at the very outset of the proceedings, and from that time to this the city had maintained Keyser's view of that by suing the Broadway Bank on the ground that they were forgeries.

Q. Why was not the simple expedient resorted to of suing Keyser. Why did not the authorities sue Keyser?

A. I don't know why the authorities did not do that.

Q. That was a simple way of proceeding.

A. They probably thought that an adjustment of it in the manner proposed was better than a long-winded suit. We tried all we could to get the city to make a settlement, but Mr. Green, I suppose, had so much to do that he could not attend to it. We frequently applied to him for that purpose, but without success.

Q. (By Mr. COLE)—Did you have charge of the Coman suit?

A. I had.

Q. I wish you would state to the Committee under what circumstances that case was disposed of?

A. There are one or two suits still pending in which the same issues are involved, and I think it would be unadvisable to state those circumstances at present—though I have no objections to give my reasons to the counsel or to the Committee privately for my opinion.

Mr. COLE—I will not press the question.

PETER B. OLNEY was then sworn, and testified as follows :

Q. Please state to the Committee your connections with this assignment of John H. Keyser to Mr. Shultz ?

A. I had no connection with the assignment except that it came into our office at the time the list of bills was brought in. Thereupon we agreed to collect the bills, and we collected about \$62,000—and paid over the money that we collected, after deducting our fees, to Mr. Shultz, and took his receipt therefor. Some time thereafter, I cannot tell the date, Mr. Keyser came into the office and wanted to know if I would act on his behalf in conjunction with Mr. Hatfield, a young man in the Comptroller's office, to see if we could arrive at a settlement of his affairs with the city—whether the city owed him or he owed the city. I was informed that I would be acceptable to Mr. Shultz if I would consent to act in that capacity ; and I consented to do so. We had several interviews with Mr. Hatfield, who was a builder, I think. It is likely that I saw the Comptroller in connection with that business. I know that I spent considerable time at Mr. Keyser's office in looking over his books, in order to be prepared, if ever the matter came to a head, to show the labor and work he had done. It was a large undertaking, and we were anxious to do all we could to bring about a settlement. Finally the city dropped the matter and nothing was ever accomplished. I don't think that Mr. Shultz ever consulted me about the loan of this money. Mr. Keyser came into the office one day and said that he was in great pecuniary straits in consequence of the city failing to make a settlement with him—that he had made every effort to effect a settlement, but had failed

—that Mr. Shultz had already loaned him some money and was going to lend him some more—and that he had agreed to give Mr. Shultz a mortgage upon certain property and wished me to draw it up. I did so and I think that the mortgage or mortgages, with an abstract of the title, was sent to Mr. Shultz. I think that I had no personal communication with Mr. Shultz about the matter, I think I may have written to him a letter about the title; but I was not consulted about the propriety of the transaction. I think I never gave any advice on the subject. I may have suggested something to General Barlow when he wrote that letter to Mr. Shultz; but I think I was never consulted as to the question of law. All I can say is that Mr. Shultz and Mr. Keyser made very earnest endeavors to bring about an honest adjustment of his claims without success I am unable to give the give the figures, but I can say this that after examining Mr. Keyser's books I came to the conclusion that the city was owing money to Keyser. That was my impression.

Q. You were representing Mr. Keyser?

A. Yes, but of course I was not unfriendly to the city. Mr. Shultz wanted, I think, to get rid of this money and to pay it to whom it belonged. My understanding was that Mr. Shultz was like a stake-holder, and I supposed that he would act in good faith with both parties.

Q. That is a question of law. He held it in trust for the City of New York?

A. My impression is that you are mistaken. I think that he holds it for the benefit of whom it may concern.

Q. What was done by you and Hatfield, in trying to effect a settlement?

A. I cannot tell you what Hatfield did. In the first place, Mr. Keyser informed him on what building he had

done work, and I understand that he went over the city to see the work thus specified by Mr. Keyser. I think I saw his memorandum of the matter which he handed to the Comptroller. As far as I was concerned I think I had but one consultation with Mr. Hatfield, early after the proposed settlements was set on foot as to what method we should take in examining the work. For myself I spent two or three evenings at Mr. Keyser's store at Ninth street, in making myself familiar with the general conduct of his business, what entries he had made in his books and what data he could show for his claims—the work he had done and the materials he had furnished.

Q. (By Alderman LEWIS)—Was any reason assigned for dropping this investigation?

A. I don't know but I heard that the appropriation which the Comptroller had for such purposes was used up or taken away, and that he had no further means to pay Mr. Hatfield.

Q. (By Mr. COLE)—Mr. Keyser said that the expense of this loan was paid out of the Trust Fund, was that true?

A. It was not so reported in the papers. I think that Mr. Keyser paid us with his own checks, but I don't know where the money came from. I am quite sure that he gave us his check.

Q. Did you understand that these mortgages were second mortgages?

A. I think so. I think I made an abstract of them. I completed it and I think I sent it in a note to Mr. Shultz.

Q. You represented Mr. Keyser and did not advise Mr. Shultz at all?

A. No, I did not advise him as to the propriety of what was to be done. Mr. Keyser, as I remember, came to me

and told me that this thing had been agreed upon that this money was to be loaned to him and that he was to give security to Mr. Shultz therefor, and that the security he was to give had been decided upon. All that I had to do was to pass upon the title. I do not think he made any concealment about the mortgages at that time.

Q. Did you know anything of these claims that were assigned—That they were claims which Mr. Keyser never intended to present himself.

A. I don't think that any one of the claims ever came to trial. The people that had been engaged in the frauds knew very well that the work had been done for them. He was called upon to do this work, and as he had bills against the city he deemed it prudent to do it, but it was understood that he would never send any bills to them for it. The work was done, and these people would never have paid the claims unless the labor and materials had been supplied.

Q. You say that Mr. Hatfield went around with Mr. Keyser to see what work had been actually done?

A. I did not say that. I think he was to do so.

Q. Were they to go and examine the work done for private persons as well as for the public?

A. I think not. It was to examine the work done for the city. They had nothing to do with the other claims. The other claims had been collected.

Q. Have you a list of those claims that were collected?

A. No, sir; not with me.

Q. General Barlow mentioned some of them, but his list was not complete?

A. Those claims on which suits were brought will be found registered in our registry. Some of them were

paid on demand, and some of them were settled by compromise.

Q. Most of them were compromised for less than their face?

A. I could not say exactly. Most of them, however, were compromised.

Q. Please explain to the Committee why it was, when a compromise was about to be effected, that Mr. Keyser was consulted, and the information which he gave generally followed as to the amount to be taken and the compromise to be made?

A. You will bear in mind that these claims were made up of a great many items, and it would be altogether out of the question to go through and examine several hundred items. The bill therefore would be compromised for such an amount, as we took what we considered would be for the best interests of our clients.

Q. What is your impression about Mr. Keyser's books?

A. When I went there to examine them, he had a bookkeeper, and this gentleman made the impresson on my mind that he was a good bookkeeper. I cannot say that I am competent to judge, but his bookkeeper made a favorable impression upon me.

Q. Mr. Keyser told you that he had good books of accounts?

A. Yes, sir.

Mr. COLE—He told us differently. That is all.

JACKSON S. SCHULTZ was then called and sworn:

Q. Will you please state how the idea first presented itself to your mind that the assignment should be

made by Keyser to you in trust as between him and the city—how did you come to think of taking this trust?

A. Because I had to do with Mr. Keyser's early connection with the exposure of the "Ring;" and from that knowledge of him and his knowledge of me, I suppose he consented to permit me to occupy that position.

Q. But the idea suggested itself to your mind or was suggested by somebody else?

A. Well, if you will allow me to tell all the circumstances about it perhaps that will be the best way.

Mr. COLE—Well, go on with your statement.

Mr. SCHULTZ—Soon after the publication in the *Times* of certain frauds connected with the affairs of the city, you may remember there was a committee of 70 citizens appointed, and I happened to be on the Committee on Frauds. Our attention was early directed to the large sums of money which had been obtained from the city by certain tradesmen, and having some little knowledge of Mr. Keyser personally before this my attention was naturally drawn to the large sums he had received from the city. I think it was Horace Greeley who came to me first and said that Keyser denied he had received any such sums of money from the city, and had expressed to him a willingness to make restitution for any wrongs he might have done—and said he thought I had better see him. I did see Mr. Keyser. I cannot state exactly what took place, but he repeated to me substantially that he had been doing wrong, but that he had not profited by that wrong; and that as far as he was able he would make restitution. He was in a very excited and agitated state of mind, and sometimes I would have

to defer talking on the subject when I went to see him, go away and return again on the next day or evening. So in a few days I drew out from him all he knew about the city's relations with these various parties. I communicated that information to Mr. Peckham, Judge Lawrence, and Gen. Barlow. I am not sure that I communicated it all to them together at one time, but on several occasions they were all three present. They concluded that the information I had received from Keyser was of the greatest importance to the interests of the city, and to the inquiries they were about to commence, and I was encouraged and induced to go on with Mr. Keyser, promising him, so far as I had any authority to do so, immunity for himself personally, provided he would give us the facts regarding himself and everybody else, and aid us as far as was in his power. These interviews and conversations ran through days, and perhaps weeks, before we brought him to a determination—before we got him to make an assignment of his property. It was suggested by our counsel. Keyser was much agitated. He did not dare to go into the streets, and he appeared to be almost out of his mind. His family and physicians determined he should go out of the city, and our legal gentlemen thought it might be wise for him to go somewhere and get quited down. But before that, they wanted interviews with him, which I obtained at his house and elsewhere.

At those interviews they talked with him fully, making memoranda at the time of what his statements were, and examining thoroughly his papers and books, and they all concluded that the information which he imparted was of the greatest importance, and that Mr. Keyser must not only be secured as a witness but that his books and papers

must be held in our possession in some way. You will remember, perhaps, that his were the only books that were then in existence concerning these frauds. All the other mechanics were directed by the higher authorities in the conspiracy to burn their books, and did so. He was directed to, but did not. His vouchers were also secured by a mere accident. He went into the Comptroller's office to look at his vouchers, and placed them in a private drawer, they having occupied his attention past the time when that office was closed, and when on the following Saturday or Sunday night the other vouchers were destroyed these escaped, and it occurred to him that his might not be destroyed, and on going there on Monday morning he found the vouchers which this fortunate circumstance had placed in that drawer. The Committee ascertained that fact, and wanted to possess themselves of those vouchers and such explanations of them as Keyser could give.

Mr. COLE—But Mr. Keyser did not have them. They remained in the custody of the Comptroller's office.

Mr. SCHULTZ—Well, they remained in possession of the office, but he found them.

Mr. COLE—No, they were found by the clerks in the office before he appeared on the scene. He does not even claim that he found them. You had better stick to matters of fact that you know about yourself.

Mr. SCHULTZ—I want to show what was the motive on the part of the Committee. We wanted to get possession of Mr. Keyser and his vouchers and books as a means of

ascertaining how his business was transacted, and how this wrong was done. Mr. Keyser pointed out what vouchers were his, and what he didn't sign, and which he alleged were forgeries. Afterward, on examining the stubs of his check-book, I did not find any record of the receipt of those large sums of money mentioned on the vouchers he claimed to be forgeries, nor did I find any evidence of his having received them from his bank-books.

Mr. COLE—But you know he only received thirty-five per cent. of the face of the vouchers?

Mr. SCHULTZ—I—ah!—yes. I don't know how much he received. He stated at the time, but I had forgotten. We came to have considerable confidence in his statements, because most of them were supported by other testimony and found to be true. The question then came up how we could get possession of those books and papers in his absence, because he had to leave town by direction of his physician. One of our counsel suggested they had better be given into the Comptroller's office, but that office at the time was in an unsettled condition, and it was thought better not to place them there. It was the idea of one of the counsel that he should assign those accounts to the city pending a settlement between him and the city which he professed to desire. He professed to be willing to pay the city anything he had wrongfully received. It was an afterthought, this assignment of certain claims. When I came into possession of the books I saw these large claims against a large number of men whom he had been telling us of as interested in this—this—this——

Mr. COLE—Steal.

Mr. SCHULTZ—Yes, steal's the word. And at once our attention was directed to them, and we thought it would be a very good thing to get hold of these and see what we could get of them. He told us that they were for work which was done without any expectation of getting the full amount, and he was unwilling to assign them; said that these parties might pay him, but would not pay anybody else. He said he could collect them better than anybody else. I took those accounts under these circumstances. I supposed I was a trustee, of course—that I was an assignee—a sort of go-between, between Mr. Keyser and the city, to arrange their differences, and to use him as a witness and his books and papers against other parties; but I promised him that he should be unharmed, that he might walk the streets without fear of arrest, and, so far as I was able to, I would allow him to go on with his stove business and his other business in which he said a number of young men were interested with him. I soon found out that he had no money in his business. He wanted to borrow money from the very start. He said he had used up his money in these city contracts, and, instead of paying him, they had, to use his phrase, "gobbled up" the money themselves, and his entire capital was swamped, and he wanted to save these young men who were engaged in the stove business with him as partners. I promised him that he should be allowed to go on with this work, and I would keep the city matters separate.

Regarding the books, he said: "I can't give them to you to take away, because they contain all my accounts with other customers than the city—private individuals." Then I agreed that my work on them might be done in the evening at his store, when it would not interfere with

his other business. It was after repeated interviews, and all these promises and statements on my part as representative of the best interests of the city, that I got him to the assignment, to do as I have indicated.

After I had made the collections on those claims conveyed by that assignment, I held the money for a long while, making attempts each day almost, certainly each week, to bring about an adjustment in some way between the city and myself. Mr. Havemeyer, Mr. Tilden, and various other gentlemen who had knowledge of what I was doing, promised me that a settlement should take place just as soon as possible after the excitement of the hour had passed away. I remember on one occasion Mr. Tilden went down to see Mr. Green with me, and took down the law books, and showed Mr. Green that he had authority to settle Mr. Keyser's claims against the city. They differed some way, and the thing dropped. Mr. Havemeyer, President of our Committee of Seventy, was also importuning Mr. Green to have the matter settled. As I was about to leave for Europe in the spring of 1873, I made extraordinary efforts in the fall and winter before to get this thing arranged. I brought all the influence I could on Mr. Green to get this thing settled. Mr. Havemeyer, Mr. Tilden, Col. Stebbins, and other gentlemen tried to assist me to get this matter off my hands before I left. That I failed you all know, but I think Mr. Green will make this statement if called upon. Immediately upon getting possession of these books I employed an expert accountant to make out what would be Mr. Keyser's claim against the city. He was at it three weeks. I presented it to the Comptroller, saying: "There is my claim against the city for all the work Mr. Keyser has done, and if you have any counter-claims, get them up, so that we can have

them adjusted. I did this within four weeks, I think, certainly within six weeks, after getting possession of those books. That account showed that the city owed Mr. Keyser, I think, about \$218,000, not giving them credit for the raised bills. Those I could not, of course, get at. The accountant who made out this claim from Mr. Keyser's books was a Mr. J. Graburn. I don't know his address. I haven't seen him since. I never saw him before I hired him. I think he was one of the young men engaged in Keyser's stove works. At all events, he was about there. He was a very good bookkeeper, I think.

Q. Did his claim of \$28,000 take into consideration the raised bill?

A. All he then admitted having received.

Q. He claimed those other vouchers were forgeries?

A. Yes.

Q. But he admitted here that they were all signed under a power of attorney which he gave to Woodward?

A. It may be so. He never said so in my presence. Now, in regard to these mortgages which I have taken. After holding this money for a long time while making these repeated efforts to get a settlement, and failing to do so, I tried to get the city to sue Mr. Keyser, because my counsel told me that was the only way to get the thing done. But I never could get it done. No suit was ever commenced. I even asked the lawyers whether we could not commence a suit, and they said that would not be so legitimate. A few days before I went to Europe in 1873 I was very desirous of getting rid of it, and asked Gen. Barlow if I couldn't throw the thing up; and he said: "No, the proper way would be to apply to the Court for relief." It was then

three or four days before my going to Europe, which I did on April 16th, 1873.

Q. Was the trust fund at that time intact?

A. Gen. Barlow wrote me a letter—

Q. Excuse. Was the trust fund intact when you had that conversation with Gen. Barlow?

A. (Hesitatingly)—I think I hadn't loaned any of it to Mr. Keyser at that time.

Q. Refer to your first loan and see when it was made?

A. (After reference to memoranda)—It was April 29, 1872, that the first loan was made.

Q. When was the last money received by you from those collections which made up the trust fund?

A. (After another reference)—September 25, 1872.

Q. Then before you completed receiving the trust fund you began loaning it back to Mr. Keyser?

A. Yes, sir; that's true. Gen. Barlow wrote me the letter which he read you the day before I sailed. I have no recollection of reading it, but I didn't need it to inform me that a trustee should not loan money on leasehold property, second mortgages, or other doubtful security. But, as it appeared to me, I had a difficult role to play. I had to maintain Mr. Keyser in his status as a citizen and a man, to keep him up, and at the same time secure the city as far as I could for any money I could gather from his estate. It was a subject of conversation between us for a long time, how I could help him. He presented me with a list of his real estate, and before I left for Europe I selected out the property I'd take the second mortgages on and which I deemed secure. On the Strangers' Hospital, for instance, there was a mortgage of \$20,000. I made an examination of it, and determined it was worth \$80,000 as hospital property, and for other uses \$60,000.

I thought it safe, therefore, to take a second mortgage upon it. The same thing applied in the case of the Strangers' Rest, on Pearl street. There was a mortgage for \$10,000 or \$15,000 on it, and it was worth, in my opinion, \$20,000 or \$25,000. Both were sold for the first mortgages.

Q. You did not try to protect the second mortgages?

A. No; I didn't bid them up. I wish you to understand that I proceeded on the theory that I held claims sufficient against the city for Mr. Keyser to offset that amount.

Q. Do you consider those \$218,000 claimed on the theory of the forged vouchers an offset?

A. Yes, sir; certainly I think it is impossible for the city to show that Mr. Keyser is indebted to it, even allowing all the raised bills he himself received.

Q. But he says under oath that he gave Woodward a power of attorney to sign those vouchers?

A. Well, that's new to me. I've got to accept that situation. He has never before so sworn or stated to my knowledge. He didn't at any of the trials formerly.

Q. What is your idea of your status regarding this trust fund?

A. I have accepted a trust on behalf of the city and of Mr. Keyser, jointly, to do a certain thing, which is to settle their accounts, and if I find Mr. Keyser is honestly and fairly indebted to the city, beyond and above the claims he has, then this money must be made good. I'm not sure of the legal aspect of the case, but that's the moral aspect. I should want to consult counsel about that.

Q. You still hold that fund subject to the same trust that you took it for?

A. Yes, sir.

Q. And that fund is still applicable for that purpose?

A. Yes, sir; to the extent which I have stated.

Q. And to the extent which the courts may find?

A. My impression is that everything should be accounted for and the business equitably settled as between man and man.

MR. COLE—No person says otherwise of your intentions, Mr. Shultz.

A. Yes; but the newspapers have.

Q. Now, I want to know precisely when you began to receive this money and the amounts which you received from time to time?

A. I received November 2, 1871, from Andrew J. Garvey \$141 in settlement of his bill of \$435; August 2, from M. B. Wilson, \$339.83; November 4, Menor, \$785.71; November 9, from T. Farley, \$1,996.59; November 9, from A. Willmann, \$179.83; November 17, R. C. Hutchings, \$1,048.16; November 17, M. J. Farrell, \$31.72; November 23, W. A. Herring, \$106.19; December 27, Wm. M. Tweed, \$32,000; December 28, W. E. King, \$5,000; and from the same party, December 30, a three months' note for \$9,475.97.

Q. Was that paid on maturity?

A. I don't know that.

Q. It was paid ultimately?

A. Yes, sir. On January 11, 1872, from Coman, \$1,479.77; January 11, William L. Edelstein, \$45; January, 1872, John Fox, \$1,335.14; Peter B. Sweeney, \$299.75; April 22, R. B. Connolly, \$4,575.65; April 22, J. T. Connolly, \$1,154.51; September 25, E. A. Woodward, \$7,000. This is all I have here. I took two notes in settlement of the McLean claim of \$1,500 each, which

have since been paid, one dated April 1, 1874, and the other October 2, 1874.

Q. What was the sum total that you received?

A. \$67,055.39.

Q. Please give me the dates and the amounts that you paid out of this fund?

A. I paid to J. Graburn, \$250; to Barlow & Olney as commission for collections, with interest for the use of the money, \$4,301.42.

Q. Now, please give us a list of the money that you paid to Keyser, with the dates?

A. April 29, 1872, \$6,000; May 17, \$5,000; June 15, \$5,000; June 18, \$1,200; June 19, \$7,000; August 2, \$275; August 8, \$2,500; April 14, 1873, \$1,000; April 24, \$4,000; May 6, \$5,000; May 16, \$1,000; May 23, \$4,000; June 7, \$5,000; July 7, \$5,000; August 7, \$5,000; September 2, \$1,000; September 11, \$1,000; September 16, \$3,000; October 11, \$3,600; October 30, \$1,200; November 7, \$1,000; November 15, \$948.02, being the balance of the money in my hands.

Q. Including interest?

A. Yes, sir; in addition to the two notes of \$1,500 each paid by McLean.

Q. When did you get the notes?

A. In 1874, I think.

Q. When did you go to Europe?

A. On the 16th of April, 1873.

Q. Who made the payments to Keyser after that?

A. My partner.

Q. Now, will you please give me the dates of the mortgages?

A. June 1, 1872, \$12,000; April 14, on the Pearl street property, \$9,000; April 14, 1873, Ninth street

stables, \$21,000; October 23, 1874, \$7,000; December 6, 1875, Second avenue, \$5,000; May 14, 1872, Greenpoint property, \$5,000; August 20, 1872, \$3,000; January 19, 1876, I think the mortgage on the Greenpoint property, was \$25,000. Unfortunately it was lost. In April it was all burned up. We lost the insurance because Mr. Keyser did not inform them it was on lease-hold property. I trusted the insurance to him.

Q. Why did you give back this money to Mr. Keyser?

A. Because I could not get the Comptroller, Mr. Green, to settle the matter.

Q. And that was the reason you gave Mr. Keyser back the money?

A. I told him that if he could give me reasonable security he could have the money, as I supposed it would come back to him again at any rate.

Q. And that was the reasonable security you got for the loan?

A. That is the fact.

Q. You didn't consider Mr. Keyser a good man, did you, that you treated him with such extraordinary kindness?

A. I regarded Mr. Keyser as a great benefactor to the city, and I have seen nothing but great weakness in him. I cannot excuse his conduct. So far as I know he has told the truth to me.

Q. You don't believe that he raised his bills by adding any percentage upon them?

A. In answer to that, I will say that if he has done so he was the first one to acknowledge it.

Q. His vouchers were the first ones that were got?

A. He told me that before the vouchers were found.

Q. Before the vouchers were found?

A. Yes, sir.

Q. So, being the first one to acknowledge his guilt, you regard him as a good man?

A. I don't want to discuss that question. I said that, under the circumstances, I felt bound to give the money back to him.

Q. Did you consider the claims he had against these men to be his only available property?

A. I thought so.

Q. How much do you think he could have raised on these mortgages if he hadn't got the money from you?

A. Perhaps \$20,000 or \$30,000.

Q. So the difference between \$30,000 and \$60,000 was the money he got from you that he could not have got from any other parties?

A. I have no doubt I took an extraordinary risk, but I believed at that time that any of the mortgages, if foreclosed, would have realized the amount loaned upon it; particularly that on the Strangers' Hospital. That was my judgment. I think that the real estate would have brought at any time within three months after the mortgages fully the amount loaned upon it.

Q. Why was it that these particular claims were selected?

A. He kept two classes of accounts. One he proposed to set aside for himself, and the other for the city, and we found on inspection that he had there large claims upon some persons, and we selected them.

Q. Some of them were not large claims?

A. They were in the class we selected, and I made the suggestion that he should assign them. He thought that he could collect them better himself; but he afterwards said that he thought we could get more out of them than he could, and he put them in the assignment.

Q. You selected them because, in your judgment, they were fraudulent?

A. No; I believed they were honest claims.

Q. For their face?

A. I would not like to say that. Plumbers bills are very uncertain things, anyhow.

Q. As plumbers' bills go?

A. I think they charged big prices, but I think the parties got their money's worth.

Q. He had claims against others, had he not?

A. Yes; Tweed's claim was \$40,000. On the book it was \$80,000.

Q. Did you think that the real claim against Tweed was \$40,000 or \$80,000?

A. I supposed it was \$80,000. There was a memorandum on the book, "paid," in pencil. I found some irregularities. There was a claim against Orison Blunt which I never collected. I will say, however, that I consulted Mr. Keyser on that, and took his view of the case.

Q. Was the name of Orison Blunt erased from the assignment?

A. It was; but I don't know who erased it; I only know that it was done.

Q. Was it in the original assignment?

A. I think it was, if I am not mistaken.

Q. Is the name erased in the original?

A. Yes, sir.

Q. You don't know whether that erasure was made before or after the date of the settlement?

A. It seems to me to have been made after it.

Q. Keyser testified concerning the bill there presented that it was collected, or some of it?

A. There was no money collected except from those parties whose names I have given to you.

Q. Was this trust fund kept separate as a trust fund?

A. I think not; I think our firm took it, and loaned it out at 7 per cent. interest.

Q. Now, one thing more and I have done, I understood you to say that you made a number of efforts to get Comptroller Green to settle this matter between Keyser and the city, and he would not do it. Finally, you became convinced that no settlement would ever be made, and you determined to let Keyser have the money back again?

A. My efforts for a settlement began within four weeks after I got the assignment. I made great efforts in the case towards a settlement, but unsuccessfully, and I became disgusted and wanted to give it up.

Q. How long was that going on before you became disgusted?

A. Six months or a year.

Q. The last collections you made were in 1874. Prior to that was one in September, 1873, but you began to loan him money in large sums as far back as April, 1872. Now you could not have been very hopeless about getting a settlement then?

A. I communicated with Mr. Green from the very start, but I did not consult him about the mortgages on the property.

Q. Was it necessary to give Mr. Keyser \$5,000 a month?

A. I gave it to him from time to time, as his business required it.

Q. Was it necessary to give him that much money a month?

A. I thought so at that time.

Q. Why did you not think it necessary to have some regard for the interests of the other *cestui que trust*?

A. I thought it was necessary for us to give Mr. Keyser a respectable standing in the community, and to keep him up; and for that reason I told him that if he could give me any reasonable security I would give the money back to him. I don't think it necessary to explain to you, as a lawyer, why it was necessary to keep him in good condition, and to make him feel good. We wanted to use him as a willing witness, not an unwilling one.

Q. We found him a most unwilling witness.

A. Did you?

Q. You were to act as much for Keyser as for the city—the same for both—to find out the truth between them?

A. Yes, sir.

Q. Why was it not proper then for you to enforce his claims against the city if you thought he had any?

A. He consulted his lawyers, and they said it was not proper for him to sue the city—that the city should sue Keyser?

Q. But if the city owed him money?

A. He was told that that was not the proper proceeding, but that they should sue him.

Q. (By Alderman COWING)—I will ask you but one question, Mr. Shultz. If, hereafter, it shall appear upon accounting between Mr. Keyser and the city that Mr. Keyser is justly indebted to the city for an amount equal to the amount that came into your hands this trust, and it shall be determined that those investments which you made were valueless and illegal, are you of sufficient financial responsibility to make good that sum to the city?

A. I don't think that question is quite a fair one, but I shall answer it.

Q. I want to place you in a proper light?

A. I think I shall be able to respond to any requirement of that nature. I think at the proper time it will be responded to.

Q. My intention in asking the question is to know if you are in a position to do the city justice?

A. If I am legally liable for the amount collected I think the city will get it. That is my impression, but I don't think I want to pay it over this afternoon.

The Committee then adjourned to 7th inst.

TWENTY-NINTH DAY.

THURSDAY, December 6, 1877.

Present—Alderman LEWIS,
 “ COWING,
 “ SLEVIN.

The Committee met to-day at 2 o'clock P. M., pursuant to adjournment.

There being no witnesses in attendance, no testimony was taken to-day.

Alderman LEWIS, Chairman of the Committee, made the following statement :

In a matter now pending before the honorable Supreme Court, one of the justices expressed a doubt as to the object of this Committee of Investigation. With all due respect for the Court and His Honor the Judge referred to, I desire to say, on behalf of this Committee, that the object was, and is, to ascertain why, with the great outlay expended by the city, so small an amount has been recovered of the \$50,000,000 estimated to have been dishonestly taken by the so-called Tweed Ring, and the conspirators allowed to go unpunished. Some of the principals in this great fraud declare under oath that their share of the amount so stolen has been frittered away and lost in speculations, the losses commencing eighteen months after the frauds were discovered and while the State authorities were endeavoring to bring the culprits to justice. We, as a Committee appointed by the direct representatives of the people of this city, deemed it our duty to ascertain if every measure had been adopted that might bring to punishment the men who have so outrageously robbed its citizens and secure such assets for the people as may still remain under the control of the members of Tweed Ring. And we feel assured, that when the evidence adduced before us is analyzed, it will enable us to report a state of facts concerning this matter that will show that the principal leaders in this wicked conspiracy have so far escaped the punishment they so richly deserve, and the city has acquired a very small proportion of the amount stolen, while large lawyers' fees have been paid and members of the Ring protected, who, in our judgment, should have received punishment. No full statement of these frauds

had ever been furnished to the people of this city, and facts are now obtained which in all probability would not have been made public unless obtained by this investigation. The Committee consider this explanation due to the people of this city, and hope that it will also serve to enlighten the honorable the Judge referred to above.

After this statement had been made, the Committee adjourned until next Wednesday morning at eleven o'clock.

THIRTIETH DAY.

DECEMBER 12, 1877.

Present—Alderman LEWIS.

WHEELER H. PECKHAM was called, and having been duly sworn, testified as follows:

Q. (By Mr. COLE)—Mr. Peckham, you have been connected with what is known as the "Ring" suits almost from the beginning or quite so—have you not?

A. Yes, sir.

Q. State to the Committee when and under what circumstances you first became connected with those suits?

A. I was employed by Mr. Charles O'Connor, in 1871, in the fall, to assist him in the prosecution of the suits

which he then proposed to commence. Mr. O'Connor was acting under the authority of the Attorney General.

Q. He was acting for the Attorney General, and employed you and other counsel to assist him?

A. Yes, sir; Judge Emott, William M. Evarts and myself.

Q. That was soon after the exposure of the "Ring," and before any action had been taken with regard to any of the persons who composed it—was it not?

A. There was some little action taken by independent parties prior to that. There was a bill filed by Mr. Foley. The Committee of Seventy and the special committee which was called the Committee on Remedies, had employed as counsel General Barlow, Mr. Lawrence, Mr. Barrett and myself. We commenced suit and proceeded so far as to serve a summons on Ingersoll; and we got an order for his examination. The order was granted, but with a stay until heard on appeal at the General Term.

Q. You are familiar, then, with all the suits that have been begun against the members of the Ring?

A. I am familiar with all those suits in which I was employed; but that was all that was done by the Committee of Seventy, and it amounted to nothing. There have been a great many suits with which I have had nothing to do.

Q. The testimony taken before this Committee shows that there were engaged in the Ring frauds the following persons who occupied official positions under the city or county government, viz: William M. Tweed, Commissioner of Public Works; R. B. Connolly, Comptroller; Peter B. Sweeney, City Chamberlain; A. Oakey Hall, Mayor; E. A. Woodward, Clerk of the Board of Supervisors; and James Watson, County Treasurer; and the following

persons who held no official positions: James B. Ingersoll, Andrew Garvey, John H. Keyser, George S. Miller, and Hugh Smith. Will you please tell the Committee what proceedings, if any, have been taken against each of those persons, and what is the present condition of such suits?

A. To begin with WILLIAM M. TWEED. The first suit against him was brought in the fall of 1871. It was brought under the direction of Mr. Charles O'Connor, and the gentlemen assisting him, and also with the informal assistance of Governor Tilden. That was commenced against Tweed, and he was held to bail in a million of dollars. It was heard on a motion to vacate the order of arrest, and also on demurrer at Special and General Term. There was a vast quantity of proceedings in it, and the final result of the case was that the Court of Appeals held that an action of that character could not be sustained. It was, thereupon, discontinued in the spring of 1875; another action was begun against him at the same time that the other was discontinued and he was held to bail in three or four millions of dollars. That action proceeded to trial in the spring of 1876, and resulted in a judgment against him for the amount we claimed to recover. There was also a suit commenced against R. B. Connolly at the same time in 1871. I ought to state, perhaps, that the suit against him was commenced by Mr. O'Connor and myself alone, none of the other counsel knowing anything of it. Connolly gave bail and disappeared, and that is the last that has been seen of him. His bail bond was reduced to \$500,000 by order of the Supreme Court.

Q. What Judge granted that order?

A. My impression is that it was Judge Learned of Albany.

Q. Do you know what became of his bail bond?

A. No; I don't know what became of it, but speaking from my knowledge of the routine in such things, I suppose it was filed. That suit was discontinued in the same way and for the same reason as that of Tweed. There was another suit commenced against Connolly at the same time, in the spring of 1875. No; I don't think it was at the same time, but it was under the act that was passed in 1875. That suit was tried within the last few weeks. He did not defend it, and judgment was rendered against him.

As to PETER B. SWEENEY, no proceedings were ever taken against him until the spring or summer of 1875. There was no evidence on which a suit could be maintained — no sufficient legal evidence until 1875, when an action was brought against him and his property attached. That suit was prepared for trial and was ready for trial last summer, when arrangements were made by which a certain amount of money was agreed to be given to the city, and the case was not tried.

Q. The trouble in the Sweeney case was that you could not trace payments of money directly to him?

A. No, not exactly that, not altogether that; it was briefly this: He was not a public officer and held no such relation to the proceedings on which these things were founded as the others did; he was not within the purview of the statute, as his name could not be found on a single piece of paper; and there was no way of establishing his connection with the frauds; the only way by which we could do that affirmatively was by the evidence of Ingersoll.

As to OAKLEY HALL, there never was any civil proceeding commenced against him, to my knowledge; I have heard that there was a summons served upon him by

direction of himself, in 1871, by the then Corporation Counsel. That was no proceeding of mine, or any one that I had anything to do with. I was directed at one time to prepare a complaint against Hall; I think when Attorney General Barlow was in office, and I think I did prepare it, but nothing was ever done with it.

E. A. WOODWARD disappeared very early in these transactions. He was sought for with a great deal of energy, but could not be caught. We had more or less negotiations with parties who assumed to appear for him, and claimed to represent him, suggesting that he might be used as a witness in the early trials of the "Ring" suits; but nothing was ever done until he was arrested in Chicago in the fall of 1876. The first thing I knew or heard of it was some one telegraphing to me at my house, in the middle of the night, asking me what reward there was for the capture of E. A. Woodward. He was brought here and a suit was commenced against him. Negotiations were commenced for his paying over some money and his giving such evidence as he could in the "Ring suits," then pending. These negotiations resulted in his paying \$155,000 in December last—\$105,000 in cash and \$50,000 in a note which was deposited by the Attorney General in the Union Trust Company, and which was paid.

Q. Have you any recollection when that note was paid?

A. It was paid when it fell due. I think six months after its date.

Q. That was some time in July last?

A. Yes; in July.

Q. In what Trust Company was it deposited?

A. The Union Trust Company of New York. It was deposited there by the Attorney General.

Q. And the \$100,000 was paid to the Attorney-General?

A. You may say that it was \$105,000. The history of the transaction was this: We had been negotiating for some time and had finally got Woodward up to \$150,000 when I went to the Attorney-General and told him that I thought that was about all we could get, but that I might be able to get enough more than the \$150,000 to pay my charges; that I should charge \$5,000 for my services, and that I thought I might make Woodward pay enough more to cover it. He said that he would like me to do so if I could; I then succeeded in inducing those who were acting for Woodward to agree to pay \$155,000, so that the Attorney General might pay me \$5,000 and pay over to the city \$150,000 net. The letters which I inclosed you between the Attorney General and myself in my letter to you of the 3d instant explain the facts.

Q. The \$50,000 was paid by note?

A. Yes, it was cashed at maturity. There was considerable security given for the note, on real estate in Connecticut. There was also some personal security of indorsers. The Attorney General assented to the arrangement.

Q. At the time that the arrangement with Woodward was entered into, did he make any statement of his property or effects, either personally or by counsel?

A. His counsel presented me an account of the real estate that he had in Connecticut. There were some mortgages also, which they said that he had, besides some other property which was not available, as it depended on contingencies—property which Woodward himself might or might not be able to turn to account. I actually knew that the man was not giving over the last dollar he had in

the world, but I did suppose that I got all the available property that was to be found.

Q. What did his counsel represent to be the entire value of his property?

A. I don't remember what valuation they put upon it, but I thought it was valued higher than it was worth. I took a lien upon it, but afterwards I preferred to take \$50,000 rather than the property itself. So far as I could see from all I learned and from the report of the gentleman I sent up there, we got about \$100,000 more than we could have gotten by proceeding against his real estate.

Q. Against his real estate?

A. Yes, and the mortgages. There was something else which his personal attention might make available, but I considered that if he gave the sum named, that that, together with the testimony which he would be able to give, which was an important consideration, was the most that we could realize.

Q. At that time, was it considered necessary that Woodward should be used as a witness?

A. Yes, sir, because the cases of Sweeney and Connolly were pending, and we did not know what turn affairs might take. I also understood that he would be a valuable witness in a great many suits of which I knew nothing.

Q. With regard to those negotiations with Woodward, who were the parties who acted for the people besides yourself?

A. The negotiations, I think, were commenced between Mr. Townsend and Mr. O'Connor. Mr. Townsend for Woodward, and Mr. O'Connor for the city. About the middle of December Mr. O'Connor retired from the case. I remember his referring to the Woodward case, with a

suggestion to get as much as we possibly could. Exclusive of that, there was no one connected with the negotiations except myself. I consulted the Corporation Counsel, and the Attorney General, but the direct action, you will understand, was independent of them. I did not want to have the officials brought in or mixed up with the negotiations then pending.

Q. The idea was not to have it appear that the People had entered into an "accord and satisfaction" in either of those cases.

A. Yes; what I proposed to do was that I should collect whatever amount I could, as far as I was concerned, and then that we would not do anything further in the case. The Corporation Counsel and the Attorney General knew of it, and ratified it, or rather authorized my action in that way.

Q. Now, we will take up Watson's case?

A. Watson was dead when the proceedings were commenced, and a suit was instituted against his real estate. There was a great deal of negotiation. Finally, we got a judgment. The Surrogate afterwards made a decree directing that a check should be issued by the United States Trust Company, in payment of the judgment. In 1875 the action was commenced and a great deal of negotiation had. Finally we got a judgment for some \$648,000. We realized \$590,000, which we paid to the Attorney General.

Q. Can you tell at what time the Attorney General might have drawn that money from the United States Trust Company. It laid there for some time after the judgment was entered?

A. He never had any power to draw it from the United States Trust Company. The decree was entered in the

Surrogate's Court, by which the United States Trust Company was to draw a check to the order of the State Treasurer. That was found to be an inconvenient proceeding, requiring a law to get it from the State Treasurer, and we had the decree corrected so that they were directed to pay the money to the order of the Attorney General. That check was delivered to me and I sent it, I presume, on the same day to the Attorney General.

Q. That was a certificate of deposit, was it?

A. My memory is that it was a check by the United States Trust Company, on some bank. It was a check.

Q. I am trying to fix the time at which that money ought to have begun to earn interest?

A. All that I can tell you is, that if you look at the decree you will see the date thereof. The money was in the hands of the Attorney General within a few days after it had been so ordered—within a week or so. Of course I could tell you the exact time by looking at my letter book.

Q. Why was it that the suit was settled for a much smaller amount than the amount of the judgment?

A. The judgment was for about \$648,000, and the amount realized by the city was \$590,000—a difference of \$50,000 or \$60,000. There was an understanding that if the Surrogate decreed that a certain amount of the money should be applied to the payment of taxes and some other expenses we would make no active opposition. The Surrogate's Court did so order.

Q. It was, then, a decree of the Surrogate which provided that the judgment for \$640,000 should be settled for the sum of \$590,000?

A. The decree stated what amount of the funds in the hands of the Trust Company should be applied to the payment of the judgment.

Q. The decree shows what disposition was made of it?

A. Yes, sir.

Q. That ends the lists of officials.—Now we will take up the private persons?

A. As to INGERSOLL—As I said before he was the one that was sued independently. That was very soon ended. It did not amount to anything. In the civil proceedings process was served upon him. He ran away. He came back under the safe-conduct of the authorities with the understanding that he would be of service to us as a witness, and after he had told us what he knew we would see whether we would use him as a witness, or would give him a certain length of time—to disappear again—so that he might place himself in the same position as before he came. Ingersoll came here, and I remember I saw him; I think more than once. I think some others saw him also. The impression he produced on me was that he was not telling all he could. The result was that we would not accept him as a witness, and he was warned to look out for himself. After the specified time had elapsed, we looked out for him and had him arrested. A civil suit was commenced against him and he was held to bail. I don't know whether it was fixed at a million of dollars or not. It might be put at half a million—and he was soon afterwards tried on the indictment. I tried the indictment, and he was sent to the State Prison. In the civil suit against him the Court of Appeals held that it could not be maintained. When he was in the State Prison, somebody came to me and told me that he was very ready to say everything he could, and that he would be a very valuable witness. The same thing was also told to Mr. O'Connor, and at the request of some gentleman, either

Mr. O'Connor or Mr. Tilden, I cannot remember which, I went to Auburn and saw him there. One, evening, some some time afterwards, I received a note from Mr. O'Connor, saying that Ingersoll's testimony was necessary to the completion of the evidence which he was preparing in the suits against Tweed and Sweeney, under the act of 1875. I sent that note or its substance to the Governor, and Ingersoll was pardoned. He came here and testified, and professed himself ready to do anything he could in the prosecution of those suits. With possibly one or two exceptions, he has told everything he knew, and has since been a prompt witness when called upon. No civil action was ever afterwards commenced against him.

Q. Why was that?

A. I could not say. I never had any instructions to commence an action against him. I know in a general way that Mr. O'Connor advised against any action being taken against him. He did not bring any such action. You cannot sue a man and use him as a witness at the same time.

Q. That exhausts him. Now, as to Garvey?

A. GARVEY ran away at the start and could not be found when proceedings were commenced. Afterward negotiations were commenced between Mrs. Garvey and Mr. O'Connor, and afterwards with Garvey himself; and the result was that he came back some time afterwards. I saw him and examined him. I used him as a witness upon the trial of Mayor Hall, and on pretty much all the trials we have had since. Garvey has proved himself a very valuable witness. His statements have been very reliable and he has been very thorough and active in doing what he could in filling the role that he undertook. No civil action was commenced against him.

Q. And for the same reason ?

A. Yes, so far as I was concerned, I had no instructions, and had I been instructed I should have declined acting, for the reason that I could not commence an action against a man after talking freely with him and being admitted to his confidence, unless I was satisfied that he was deceiving me.

Q. Now, as regards Keyser ?

A. KEYSER was the first man I knew of to make a break. I did not see much of him or have much to do with him. He acted more directly with Mr. Shultz and General Barlow. They saw him. I remember going one time in the early part of these transactions to the Court house to examine these warrants. General Barlow was there, and Mr. Earl, I think, was there on the part of the Comptroller. We examined the warrants, and Keyser pointed out some that he said were forgeries. A day or so afterwards I was sitting in the Comptroller's office talking to Mr. Green, who was Deputy Comptroller. Mr. Tilden came in. He was not Governor then. The question arose as to the liability of the Broadway Bank for the payment of the warrants which Keyser said were forgeries. We concluded to send for Mr. Palmer, who was President of the Bank, and this phase of the case was placed before him. He seemed to be quite surprised and offered every facility to examine into the bank accounts and to place the books at our disposal for that purpose. Governor Tilden offered to make the examination, and that was the first evidence of a clear character that we obtained. Keyser has been a witness ever since, and I have examined him in a great many cases.

Q. Have you found him an accurate and valuable witness ?

A. He was a very valuable witness. He is a curious sort of compound. Keyser wanted to have it appear that he was a very good man all through, and had been in some way mistaken. Garvey admitted that he was wrong; whereas Keyser would never admit that, but was always inclined to say that he had been misled. I don't think that he ever intended to deceive us. He was not quite so prompt on the witness stand as I was led to suppose that he would be when I talked to him. Keyser was mistaken about a great many things. In regard to his warrants which he said were forged, it now appears that he either indorsed them himself or allowed Woodward to do so for him. Except errors and mistakes of that kind, I have never seen anything that made me believe he was unfair, or intended to deceive me. He is not quite so firm as we could desire, owing, perhaps to the idiosyncrasy of the man.

Q. What was the nature of his assertion—that the indorsement of these warrants were forgeries? That was the basis of his whole development, was it not?

A. Well, if his statements as to those indorsements had been true, a case could have been made out against Woodward for forgery.

Q. And against the Broadway Bank?

A. Yes, sir; a civil liability.

Q. But if his statement as to these indorsements was false, it necessarily was useless for either of those purposes?

A. Obviously.

Q. Do you know any thing about the assignment made by Keyser to Shultz?

A. I have heard of it. I do not think that I ever saw it, except at the last trial against Tweed.

Q. Did you hear of it when it was made?

A. I may have, but I don't think that I ever heard of it when it was in contemplation.

Q. The testimony taken before this Committee indicates very clearly that the claims that were assigned by Keyser to Shultz under the deed of trust were claims which he never intended to present or collect; did you know anything about that at the time?

A. I did not at the time nor before your examination of him before this Committee, I think; but whether I did or not I do not know. It is possible I might have. I don't remember anything about it.

Q. As to Keyser, there was no action, either civil or criminal, instituted against him?

A. Not that I am aware of.

Q. The next man is J. McBride Davidson?

A. No proceedings were ever commenced against him.

Q. Do you know why?

A. As far as I am concerned, because I was never instructed to take any proceedings against him.

Q. Was he used as a witness?

A. Yes; and his testimony was to the effect that his bills were rendered fairly, but that they had been raised afterwards. When he was being paid he was called upon to indorse the warrants, which he did without seeing the face of the warrants. He was a witness in the civil trial against Tweed, and he was the king-bolt in the trial of Genet, who could not have been convicted without his testimony.

Q. It is shown in all these trials that he knew of these frauds and was a party to them to the extent of indorsing the fraudulent warrants?

A. You can draw your own inference from the facts.

He presented his bills, and his charges were extremely liberal; and when he was paid his bills he was paid in that way. You can draw the same inference that I can.

Q. He made an assignment to his partners, did he not?

A. I never heard of any assignment that he made to anybody. He may have done so for all I know.

Q. You have no knowledge of it?

A. No, sir. There was a suit pending between his partners and himself, which is still pending in Albany. In the course of some proceedings there was a receiver appointed of the property belonging to the firm; that receiver brought more or less suits down here and employed me in them. I don't know how many there are. I tried some of them. So far as I know that was a controversy between the partners, and the money collected was paid over to the receiver—what I collected and what was collected by my firm.

Q. The next name is George S. Miller. Has any suit ever been brought against him?

A. Yes, sir. There was a suit brought against him by the Board of Supervisors. After the decision of the Court of Appeals in the Tweed suits there was a sort of interlude in the proceedings. After the act of 1875 everything of that kind was dropped. Miller was a witness in the trial of the civil suit against Tweed, and gave his testimony on that trial.

Q. The only remaining name on the list is that of HUGH SMITH?

A. So far as I know no action was ever commenced against him.

Q. Be kind enough to state what, if any, stipulations or agreements were made with any of these members of the

Ring to the effect that they should be protected from prosecution on civil as well as criminal process?

A. As to Garvey, Keyser, Davidson and Miller, I do not know what was done in regard to them, as to that. The arrangement with Garvey, whatever it was, was made with Mr. O'Connor; that with Keyser was made with General Barlow or Mr. Shultz. I don't know that I ever had any conversation with Miller on that subject. I saw him at the trial of Tweed. I never had any conversation with Ingersoll, except this: When his counsel came to my house, prior to Ingersoll being pardoned, he asked me what would be done with the civil proceedings against him; my answer was that I could not make any bargain with him, but that he saw what had been done with regard to other parties, and he could form his own judgment as to his case.

Q. So far as you know, there has been no stipulation with any of them as to protection from civil suits?

A. None except what I have told you. I have told you the facts, and you can draw your own inferences as well as I can.

Q. You have stated, that in one case—that of Peter B. Sweeney—some of his property had been attached?

A. Yes, sir.

Q. Was their any property attached in any of the other cases at any time?

A. An attachment was issued in the case of Tweed, but I think every piece of his property was said to be in the hands of somebody else. I think there were some attachments issued against some of the Court House Commissioners.

Q. When were these attachments issued in the Tweed case?

A. About the time the suit was commenced in 1875.

Q. What became of those attachments?

A. They still exist, I suppose.

Q. They were never vacated?

A. A motion was made to vacate the order of arrest, but I don't think that any motion was made to vacate the attachment. Still it might have been. I know the case came up and I argued it, as to whether a writ of attachment and an order of arrest could co-exist. There was a motion at the same time with regard to the bill of particulars; but it strikes me that no motion was made to vacate the attachment.

Q. Can you state why it was that in the other cases no attachments were issued?

A. The only cases that I had charge of were those large cases. In the cases of Tweed and Sweeney and Connolly, they were finally issued, but in the case of Connolly they could not find any thing to attach. The reason they were not issued, originally, was because an attachment could not be got in an action for tort. The act of 1875 was promoted and was drawn I think by Mr. O'Connor. It was passed in order that we might get an attachment with the order of arrest.

Q. Has there been in any of these cases a written stipulation or agreement, protecting any of the Ring men from prosecution, either in civil or criminal actions?

A. No, sir.

Q. I did not catch what you said as to who made those stipulations?

A. The arrangement with Garvey was made between Mr. O'Connor, Garvey, and his wife. I think the whole thing is detailed by Garvey himself, in his cross-examination on the trial of Tweed. With regard to Ingersoll, I

don't know of anything except what I have stated myself. With regard to Keyser, all I know is mainly what I have heard of the arrangement made with him by General Barlow or Mr. Shultz. George S. Miller was called as a witness in the Tweed case. I don't know whether I had any conversation with him or not. I don't remember any conversation with him at all. If he has said I had, he is probably right.

Q. I don't remember that he has said so.

A. I don't know ; but I give you that as the impression on my mind.

Q. About this settlement of the Sweeney case—there has been an assertion in the public prints, that it was by agreement of counsel, that it should appear the real person who owed the money was James M. Sweeney, and that Peter B. Sweeney would pay the money out of the estate of his brother James—is that so ?

A. The facts were fully stated at the time, in a letter from Mr. Nash and myself to the Attorney General. The settlement had been in negotiation for a week or two. It arose by my meeting somebody in the street, who asked me if a proposition to settle would be entertained. I communicated with the Attorney General, Mr. Fairchild. Thereupon it grew into a negotiation. Mr. Whitney, the Corporation Counsel, the Attorney General Mr. Fairchild, and another gentleman who acted for Sweeney, but who does not care to be mentioned or known, met repeatedly in my office and discussed the matter over. I saw some others also, among whom was Mr. Kelly. The upshot of it was that the offers made by Sweeney's friends were declined. I then supposed the case was to be tried, and went to the court that morning expecting to try it. When there, Mr. Vanderpoel came to me and told me

that they had concluded to offer \$400,000. Then the question arose as to how the payments should be made. When that was all over Mr. Vanderpoel asked me if I should object to receive the money in the form of a payment from the estate of James M. Sweeney. I answered that I not only should not, but that I should require it to be made in that way—having a view to other suits that were pending, and possible pleas of accord and satisfaction. That was all there was of it.

Q. That was all that the counsel on your side had to do with it?

A. Yes, sir.

Q. And the object of your arrangement as to payment was technical, to avoid the danger that the other defendants might plead that the settlement with Peter B. Sweeney was an "accord and satisfaction" as to them also?

A. Yes, sir.

Q. But there was no idea on your part, by entering into this arrangement, of saving or attempting to save the character of Peter B. Sweeney?

A. None in the world.

Q. And there was no doubt in your mind that the person to be tried in that case and who had committed the frauds was Peter B. Sweeney and not James M. Sweeney?

A. Certainly not. James M. Sweeney was not a party to the action at all. He was dead. We could not have recovered against him in any suit. His estate was not known to have any property, and even if it had, we would not have been permitted to do more than to come in, *pro rata*, with the other creditors. The understanding was that if Peter B. Sweeney paid the amount agreed

upon, we would not press that suit. That was all we agreed to.

Q. Was the settlement of the suit arrived at with the concurrence of the Attorney-General?

A. Yes, he had stated to us that he was in favor of a settlement. The question was as to the amount. The amount hitherto offered had been rejected. I was satisfied that the Attorney-General would take whatever would be acceptable to the local authorities, and Mr. Whitney said that he had consulted with Mr. Kelly. As the Attorney-General was away at the time, Mr. Nash and myself assumed to act for him. He had expressed himself in favor of a settlement. The question was only as to the amount.

Q. There was some statement made by the judge on the settlement of this case to the effect that the settlement did not necessarily reflect upon the character of Peter B. Sweeney. I have no memorandum at hand and do not know that I have accurately stated the substance of the Judge's remarks?

A. I do not know that I can help you much. As I recall it, the Judge said in effect that as the settlement was to be made from the estate of James M. Sweeney, it did not necessarily reflect upon the character of Peter B. Sweeney. I think you stated the substance fairly.

Q. Was that statement agreed to by the Counsel for the People?

A. Not at all.

Q. It was not with the concurrence or by the consent of the Counsel for the People that that statement was made?

A. No, sir; on the contrary we had expressly refused to accede to a proposition of that nature.

The Committee then adjourned until Friday the 14th instant, at 11 o'clock A. M.

THIRTY-FIRST DAY.

DECEMBER 14, 1877.

Present—Alderman LEWIS,
“ COWING,
“ SLEVIN.

The CHAIRMAN called the Committee to order at 11 o'clock A. M.

Alderman COWING desired to state that his absence from the last meeting was caused by his being engaged in the trial of an action before Mr. Justice Van Brunt, and that the statement in a morning paper that he had gone to take the deposition of Peter B. Sweeney was wholly unfounded. He wished to make this statement that it might appear on the record that he had not been neglecting his duty as a member of this Committee; this having been the first occasion on which he was absent from any of its sessions.

Alderman SLEVIN, who had also been away from the last meeting, made a proper explanation of his absence.

Mr. COLE said that the testimony taken at the last meeting was that of Mr. W. H. Peckham, and that it was taken with a reservation that it should be submitted to the gentlemen of the Committee who were absent, to be

ratified by them and be subject to any further explanations which they might require. He had not been able to procure the attendance of two important witnesses whom he had been specially instructed by the Committee to summon; consequently, he had to suggest the further adjournment of the Committee till next Tuesday morning, when he hoped to be able to finish up the investigation.

Alderman SLEVIN then offered the following resolution, which was seconded by Alderman Cowing, and adopted :

Resolved, That the Counsel to the Committee be requested to subpoena Charles O'Connor, Esq., and Henry F. Taintor, to appear as witnesses at the next meeting.

The Committee thereupon adjourned to next Tuesday morning, at 11 o'clock A. M.

THIRTY-SECOND DAY.

DECEMBER 18, 1877.

Present—Alderman LEWIS,
“ COWING,
“ SLEVIN.

The Committee met to-day pursuant to adjournment.

Mr. COLE said he had expected to receive to-day certain tabular statements from the Comptroller's office ; but that in consequence of some additional payments made to the City Treasury, they required to be made over again, and would not be ready for a day or two. He, therefore, suggested the propriety of an adjournment till Saturday next, when he hoped to have every thing ready to wind up the investigation.

Alderman COWING then announced that if any gentlemen referred to in testimony of previous witnesses wished to make any explanation, or if any one knew any facts in connection with the “ Ring ” frauds, and desired to aid the Committee in the investigation, they would have an opportunity to be heard if they sent in their names before the proceedings were finally closed.

The Committee adjourned till Saturday next at 11 o'clock A. M.

THIRTY-THIRD DAY.

DECEMBER 22, 1877..

Present—Alderman LEWIS.

“ COWING.

J. J. MARTIN, having been sworn, testified as follows:

By Mr. COLE:

Q. What is your name?*A.* J. J. Martin.*Q.* You are employed where?*A.* I am a clerk in the Comptroller's Office.*Q.* You have prepared from the books and vouchers in the Comptroller's Office a statement, or series of statements, showing the amounts of money which have been collected in each of the "Ring" suits, and the amounts of money which have been paid in counsel fees and other expenses in each of these cases?*A.* Yes, sir. I have.*Q.* And this paper is a transcript from the records and books of the Finance Department?*A.* Yes, sir.

Mr. COLE—I will offer this in evidence :

STATEMENT of the Amount of Collections and Payments by the Attorney-General in the " Ring Suits," as shown in Schedule A.

From estate of James Watson.....	\$590,435 94
“ Elbert A. Woodward, on account.....	100,000 00
“ Elbert A. Woodward, in full, with interest.....	51,779 16
“ Peter B. Sweeney, on account.....	150,000 00
“ Peter B. Sweeney, on account..	50,000 00
“ J. J. Bradley, Exr., in full, with interest.....	206,562 20
“ interest allowed by Union Trust Co.....	3,596 48
	<hr/>
Total.....	\$1,152,373 78

Deduct payments made by the Attorney General for services and expenses.....	49,154 60
	<hr/>

Amount paid into the City Treasury by the Attorney General on the following dates :

1876.

January 24.....\$555,435 94

1877.

January 3..... 102,801 06

December 15..... 444,982 18

\$1,103,219 18

SUMMARY STATEMENT of Payments made by the Attorney General and by the Finance Department for Services and Expenses in the " Ring Suits."

Wheeler H. Peckham :

For legal services, etc., per Schedule A..\$17,771 60

For legal services, per Schedule B..... 45,331 58

\$63,103 18

Lyman Tremain, for legal services, per Schedule B..... 25,000 00

Henry L. Clinton, for legal services, as per Schedule B.. 5,000 00

James C. Carter, for legal services, as per Schedule B...	\$6,076 00
Barlow & Olney and Peter B. Olney, for legal services, as per Schedule B.....	4,921 30
H. C. Allen, for legal services, per Schedule B.....	1,500 00
Edward L. Parris, for legal services, per Schedule B....	1,336 00
Simon Sterne, for legal services, per Schedule B.....	1,100 00
James Emott, for legal services, per Schedule B.....	1,000 00
Charles F. Stone, for legal services, per Schedule B....	1,000 00
John E. Parsons, for legal services, per Schedule B.....	500 00
J. M. Buckingham, for legal services, per Schedule B...	250 00
George T. Curtis, for legal services, per Schedule C....	15,000 00
John K. Porter, for legal services, per Schedule C.....	12,499 70
John H. Strahan, for legal services, per Schedule C.....	2,500 00
Charles O'Connor, for cash disbursements, as per Sched- ule B.....	5,136 10
 Henry F. Taintor :	
For services as accountant, etc., as per Schedule A.....	\$27,688 00
For expenses, as per Schedule B.....	458 28
For services as accountant, etc., as per Schedule C.....	51,583 16
	79,729 44
Arthur E. Smith, for services as clerk to Taintor, per Schedules B and C.....	3,722 98
Robert Yelverton, for services as clerk to Taintor, per Schedule C.....	990 00
Eugene G. Barrows, for services as clerk, etc., per Schedules A, B and C.....	2,745 00
James Graham, for services as Clerk to Taintor, as per Schedule C.....	450 00
John A. Robinson, for services as Clerk to Taintor, per Schedule C.....	300 00
Christian Classen, for services as Clerk to Taintor, per Schedule C.....	100 80
E. J. Attinelli, for services as Clerk to Taintor, per Schedule C.....	100 00
L. B. Crane, for services in suit of George S. Miller, and travelling expenses, per Schedules B and C.....	167 20
R. G. Hatfield, for services investigating accounts of J. H. Keyser, etc., per Schedule C.....	846 62

George P. Webster, for services, per Schedule C.....	\$550 00
Peter Mitchell, for retainer in suits, per Schedule C....	250 00
Clifford O. H. Bartlett, for procuring evidence, etc., per Schedule C.....	150 00
Thomas F. Grady, for services in procuring evidence, per Schedule C.....	1,100 00
E. J. Anthony, for services, per Schedule A.....	100 00
S. P. Nash, for services as counsel, as per Schedule A..	3,500 00
George W. Smith, for services as Clerk, per Schedule B.	666 65
P. W. Rhodes, for services as Clerk, per Schedule B....	625 00
Thomas S. Edsall, for services as Clerk, per Schedule B.	563 90
Robert P. Harlow, for services as Clerk, per Schedule B.	150 00
John J. Donaldson, for disbursements of Special Com- mittee on investigation, as per Schedule B.....	4,089 39
William S. Copeland, for services as Accountant, under chapter 844, Laws of 1872, per Schedule C.....	2,500 00
John Polhemus, for printing, as per Schedule B.....	1,498 74
Charles P. Young, for stenographic reports, as per Sche- dule B.....	597 40
Warburton, Bonvng & Underhill, for stenographic reports, per Schedule B.....	302 12
Allen Pinkerton, for services and expenses, per Sche- dule B.....	296 10
Joseph E. Paine, for services in examining signatures of Hall, Tweed, and others, per Schedule B.....	150 00
David H. Gildersleeve, for printing, per Schedule B....	92 30
B. W. Moore, for services, per Schedule B.....	50 00
John F. Moinehan, for services, per Schedule B.....	50 00
John H. Kitchen, for services, per Schedule B.....	50 00
William Montgomery, for services, per Schedule B.....	30 00
Charles M. Wiley, for services, Schedule B.....	30 00
William C. Bryant & Co., for printing, as per Schedule B.....	27 00
Thomas C. Duffy, for services and expenses in Ingersoll case, per Schedule B	25 00
Lockwood & Post, for costs in Coman case, per Schedule B.....	85 00
Henry HARRISSE, for retaining fees, etc., as per Schedule B.....	2,500 00
E. S. Renwick, for services, as per Schedule C.....	262 50
Frank A. Pollard, for services as Stenographer, as per Schedule C.....	198 62

Robert L. Darragh, for services as per Schedule C.....	\$75 00
Marc. Edlitz, for services as per Schedule C.....	75 00
John G. Prall, for services as expert, per Schedule C....	75 00
Elliott C. Harry, for Stenographer's fees.....	362 50
Henry E. Davis, Referee's fees in Jones' case, as per Schedule C	1,500 00
Underhill, Bonyng & Adams, for services as Reporters, per Schedule C.....	196 80
	<hr/>
Total.....	\$257,848 34
	<hr/> <hr/>

RECAPITULATION.

Amount collected by the Attorney-General in the "Ring Suits"	\$1,152,373 78
<i>Deduct</i> payments made for expenses :	
By the Attorney-General, as per Sched- ule A.....	\$49,154 60
By the City of New York, for the Bureau of Municipal Correction, under special acts of the Legislature, as per Sched- ule B.....	106,776 27
By the City of New York, from various appropriations, as per Schedule C....	101,917 47
	<hr/>
	257,848 34
	<hr/>
Net amount realized to the City Treasury.....	\$894,525 44

FINANCE DEPARTMENT,
COMPTROLLER'S OFFICE, December 18, 1877. }

SCHEDULE A.

Showing the Amount of Moneys Recovered from the "Ring Suits," and the Amount Paid therefrom for Expenses by Hon. Charles S. Fairchild, Attorney-General of the State of New York, under Chapter 49, Laws of 1875.

The ATTORNEY-GENERAL in account with the CITY AND COUNTY OF NEW YORK :

1876.		<i>Dr.</i>	
January	24.	To check received from estate of Watson, and deposited same day in Union Trust Company of New York.....	\$590,435 94
June	30.	To interest allowed by Trust Company...	324 91
December	31.	To interest allowed by Trust Company...	88 67
1877.			
January	3.	To payment on account from Elbert A. Woodward.....	100,000 00
Total.....			\$690,849 52

1876.		<i>Cr.</i>	
Jan'y	24.	By check on Union Trust Company, to order of Chamberlain of City and County of New York.....	\$555,435 94
March	4.	By payment to H. F. Taintor, for services as Accountant, etc., on account of bill.....	4,000 00
April	1.	By payment to Wheeler H. Peckham, on account of counsel fees.....	6,000 00
May	1.	By payment to Wheeler H. Peckham, in full	6,249 52
May	24.	By payment to H. F. Taintor, on account of above bill.....	6,000 00
Sept.	6.	By payment to H. F. Taintor, in full of above bill.	10,263 00
Sept.	19.	By payment to E. J. Anthony, services in <i>People vs. Watson</i>	100 00
1877.			
Jan'y	16.	By check on Union Trust Company, to order of Chamberlain of the City and County of New York.....	102,801 06
Total.....			\$690,849 52

NEW YORK, January 16, 1877.

THE ATTORNEY GENERAL in account with THE CITY OF NEW YORK :

1877.		<i>Dr.</i>	
June	12.	To cash received from Peter B. Sweeney	\$150,000 00
"	29.	To proceeds of note of E. A. Woodward, principal	50,000 00
"	29.	To interest on above note	1,779 16
July	7.	To cash received from Peter B. Sweeney	50,000 00
Dec.	10.	To proceeds of note of J. J. Bradley, executor, principal	200,000 00
"	10.	To interest on above note	6,562 20
"	15.	To interest allowed by the Union Trust Company to date	3,182 90
			\$461,524 26

1877.		<i>Cr.</i>	
July	5.	By paid Wheeler H. Peckham, services as counsel in People <i>vs.</i> Sweeney	\$5,000 00
"	5.	By paid Wheeler H. Peckham, disbursements	522 08
"	5.	By paid S. P. Nash, services as counsel in People <i>vs.</i> Sweeney	3,500 00
"	19.	By paid H. F. Taintor, services and disbursements in People <i>vs.</i> Sweeney	5,425 00
Oct.	2.	By paid E. G. Barrows, services in People <i>vs.</i> Sweeney	95 00
"	31.	By paid H. F. Taintor, services in People <i>vs.</i> Woodward	2,000 00
Dec.	15.	By check on Union Trust Company to order of the Chamberlain of the City and County of New York	444,982 18
			\$461,524 26

SCHEDULE "B."

Showing in detail all payments of liabilities and expenses, for counsel fees and otherwise, made by the Finance Department, from June 1, 1872, to December 15, 1877, upon accounts duly certified by the Bureau of Municipal Correction, in pursuance of acts of the Legislature, and from appropriations therein provided, as follows:

Chapter 508, Laws of 1872.....	\$50,000 00
Chapter 631, Laws of 1873.....	25,000 00
Chapter 359, Laws of 1874.....	25,000 00
Chapter 212, Laws of 1876.....	25,000 00
Total.....	\$125,000 00

DATE.	TO WHOM PAID.	FOR WHAT SERVICE.	AMOUNT.
1872.			
June 1	Wheeler H. Peckham.....	Counsel fees and professional services, from October, 1871, to May 1, 1872.....	\$10,000 00
" 10	Charles O'Connor.....	For cash disbursements, from October 20, 1871, to June 7, 1872	5,186 10
" 11	Lyman Tremain.....	Retainer in the suit against A. Oakey Hall	1,500 00
" 14	Henry L. Clinton.....	Retainer in the suit against A. Oakey Hall	1,500 00
" 26	H. C. Allen.....	Legal services to June 20, 1872.....	1,500 00
July 17	Thomas Henry Edsall.....	For searches made in December, 1871, and June, 1872.....	563 90
" 31	Charles P. Young.....	Stenographic reports, from February 26 to March 21, 1872.....	597 40
Aug. 21	John Polhemus.....	For Printing.....	33 50
" 31	Warburton, Bonyng & Underhill.	Reporting arguments in the Tweed case.....	288 12
Oct. 11	James Emott.....	Retainer and services.....	1,000 00
" 28	John Polhemus.....	Printing.....	282 72
	David Gildersleeve.....	Printing.....	92 30
Nov. 4	Lyman Tremain.....	Professional services in cases of Hall and Tweed.....	2,500 00

53

533

DATE.	TO WHOM PAID.	FOR WHAT SERVICE.	AMOUNT.
1872.			
Nov. 25	George W. Smith	Cash paid and services in October, November, and December, 1871	\$666 65
	J. M. Buckingham	Legal services in 1871.....	250 00
	P. W. Rhoades.....	Services investigating frauds in October, November, and December, 1871.....	625 00
Dec. 23	Wheeler H. Peckham.....	Professional services in cases, from May 1 to December 31, 1872...	5,000 00
" 24	John Polhemus.....	Printing.....	249 86
1873.			
Jan. 9	Lyman Tremain.....	Professional services in case against Tweed.....	3,000 00
Feb. 28	Henry L. Clinton.....	Balance and in full for services in case of Hall and others.....	1,000 00
Mar. 11	A. E. Smith.....	Services investigating accounts in Broadway Bank.....	250 00
April 9	Lyman Tremain.....	Services in case against Tweed, in full payment.....	3,000 00
May 10	Peter B. Olney.....	Services as Attorney, from June 8, 1872, to May 6, 1873.....	300 00
	Robert P. Harlow.....	Services as Law Clerk, from April 13, 1872, to April 13, 1873.....	100 00
June 3	Simon Sterne.....	Legal services and expenses.....	1,100 00
" 11	John Polhemus.....	Printing.....	129 40
	John Polhemus.....	Printing.....	101 00
" 17	C. F. Stone.....	Professional services.....	100 00
July 11	Wheeler H. Peckham.....	Professional services in Tweed case.....	4,846 96
Aug. 9	John Polhemus.....	Printing.....	112 60
Nov. 10	Henry L. Clinton ...	Retaining fee in Tweed case.....	1,500 00
" 19	Edward L. Parris.....	Professional services and disbursements.....	1,336 00
Dec. 11	Lyman Tremain.....	Balance due for professional services in cases of Hall, Tweed, and Ingersoll.....	12,500 00
" 23	L. B. Crane.....	Travelling expenses, December, 1873.....	102 80
" 24	Allen Pinkerton.....	Services and expenses.....	213 50
" 27	B. W. Moore.....	Services in trial of Genet.....	50 00
	Peter B. Olney.....	Services in trial of Genet.....	50 00
	William Montgomery.....	Services in trial of Genet.....	50 00
	Charles M. Wiley.....	Services in trial of Genet.....	30 00
" 31	John F. Moinehan.....	For services as Messenger to December 27, 1873.....	50 00
	John H. Kitchen.....	For services as Messenger to December 27, 1873.....	50 00
	Robert P. Harlow.....	For services as Clerk to December 27, 1873.....	50 00

1874.					
Jan.	3	Lyman Tremain.....	Professional services and expenses in trial of A. Oakey Hall	2,500	00
		Henry L. Clinton	Balance due for professional services in the trial of Tweed.....	1,000	00
		Wheeler H. Peckham.....	Professional services in preparation and trial of Tweed and others	5,000	00
"	15	H. F. Taintor	Expenses incurred in investigating frauds, etc., from April to December, 1873.....	108	54
"	16	Allen Pinkerton.....	Services and expenses in the Hall case	82	60
		Jos. E. Paine.....	Examinations of signatures of Hall, Tweed, and others.....	150	00
		John E. Parsons	Services in connection with case of Genet.....	500	00
Feb.	24	Warburton, Bonyng & Underhill.	Reporting and transcribing examination of H. O. Clapp.....	14	00
"	28	William C. Bryant & Co.....	Printing.....	27	00
Mar.	4	Barlow & Olney.....	Disbursements in 1872 and 1873.....	71	30
"	10	Thomas C. Duffy.....	Services and expenses.....	25	00
"	12	John Polhemus.....	Printing.....	589	66
		Charles F. Stone.....	Professional services, November, 1873, to March, 1874.....	900	00
July	30	Wheeler H. Peckham.....	Professional services in cases of Tweed, Genet, and Fields.....	1,650	44
1875.					
June	23	Barlow & Olney.....	Retaining fee in cases of Coman and others	3,500	00
Sept.	10	Wheeler H. Peckham.....	Professional services in Tweed case, from November, 1874, to July, 1875.....	8,587	30
Oct.	16	Henry F. Taintor.....	Travelling expenses, from April 12 to May 31.....	85	24
1876.					
May	28	Wheeler H. Peckham.....	Disbursements made and incurred in various suits, from July 1, 1875, to April, 1876	3,262	00
June	2	James C. Carter.....	Professional services, from January 1 to March 9, 1876	5,000	00
Aug.	20	Wheeler H. Peckham.....	Professional services and disbursements in suits in 1875 and 1876..	5,159	11
Oct.	2	Barlow & Olney.....	Professional services in Starkweather case	1,000	00
"	13	Wheeler H. Peckham.....	Balance due for professional services and disbursements in 1875 and 1876.....	417	29
1877.					
Feb.	24	James C. Carter.....	Professional services in Tweed case, 1876	1,076	00
Mar.	2	Wheeler H. Peckham.....	Preparing and arguing case of People vs. Tweed, etc., 1876	1,408	48
April	18	H. F. Taintor	Amount advanced for procuring and finding witnesses to be used in trial of the People, etc., vs. Peter B. Sweeney	264	50
June	21	Lockwood & Post.....	Costs in Coman case.....	185	00
Aug.	3	Henry HARRISSE.....	Retaining fees, etc., in Tweed and Connolly cases.....	2,500	00
Oct.	17	E. G. Barrows.....	Services rendered.....	25	00
			Total.....	\$106,776	27

635

SCHEDULE "C."

Showing in detail all payments made by the Finance Department on account of liabilities and expenses for counsel fees and otherwise, in the prosecution of suits of the City and County of New York against Wm. M. Tweed and others; and also an account of services of experts and accountants in procuring and presenting evidence in suits and proceedings relative to frauds committed prior to January, 1872, on the City and County of New York, made from various appropriations.

DATE.	TO WHOM PAID.	FOR WHAT SERVICE.	AMOUNT.
1872. Mar. 13	Henry F. Taintor.....	On account of services conducting examination, etc., from January 1 to February 29, 1872	\$750 00
" 15	Geo. Ticknor Curtis.....	Retainer in suits against Tweed	5,000 00
April 4	John Scrymser.....	Services to Special Committee on Investigation, from September 22 to October 6, 1871	84 50
	Chas. E. Coddington	Services to Special Committee on Investigation, from September 22 to October 6, 1871	4 65
	American Steam Printing House...	Printing for Special Committee on Investigation, October, 1871.....	231 62
	John J. Donaldson.....	Disbursements of Special Committee on Investigation, September and October, 1871.....	3,268 00
	Wyllis Blackstone.....	Services to Special Committee on Investigation, October, 1871.....	300 00
	J. J. Morrissey.....	Services to Special Committee on Investigation, November, 1871..	50 00
	Wm. H. Arthur.....	Services to Special Committee on Investigation, October, 1871.....	100 00
	John K. Porter.....	Retainer in suits against Tweed.....	5,000 00
" 12	Henry F. Taintor.....	Balance and in full for services examining, etc., from January 1 to February 29, 1872.....	525 00
" 13	Henry F. Taintor.....	Examining books in Comptroller's office, from December 2 to December 31, 1871.....	600 00
" 22	John J. Donaldson.....	Disbursements of Special Committee on Investigation.....	50 62
June 1	Henry F. Taintor.....	Examining books and accounts from April 3 to April 30, 1872.....	600 00
" 5	Robert Yelverton.....	Assistant to Taintor, April 8 to May 31, 1872	470 00
" 14	Christian Classen.....	Examining books of J. H. Keyser, May 7 to May 31, 1872.....	100 80

July	8	Robert Yelverton	Assistant to Taintor, for June, 1872.	250 00
"	11	H. F. Taintor	Conducting investigation, etc., May, 1872.	675 00 ✓
"	23	E. J. Attinelli	Assistant to Taintor, for June, 1872.	100 00
Aug.	5	H. F. Taintor	Conducting investigation, etc., June and July, 1872.	1,275 00 ✓
"	7	Robert Yelverton	Assistant to Taintor, for July, 1872.	270 00
Sept.	11	Wm. S. Copeland	Examining accounts under chapter 844, Laws of 1872.	2,500 00
Oct.	1	H. F. Taintor	Conducting investigation, etc., August and September, 1872.	525 00 ✓
Nov.	1	H. F. Taintor	Conducting investigation, etc., October, 1872.	350 00 ✓
"	23	R. G. Hatfield	Investigating accounts of J. H. Keyser, August, September, and October, 1872.	303 99
Dec.	12	R. G. Hatfield	Investigating claims, etc.	263 08
"	14	H. F. Taintor	Conducting investigation, November 1 to November 14, 1872.	200 00 ✓
"	31	H. F. Taintor	Conducting investigation, December, 1872.	125 00 ✓
1873.				
Jan.	11	R. G. Hatfield	Investigating accounts of J. H. Keyser, December, 1872.	10 67
Feb.	4	H. F. Taintor	Investigating fraudulent accounts, January, 1873.	675 00 ✓
Mar.	7	H. F. Taintor	Investigating fraudulent accounts, February, 1873.	600 00 ✓
April	3	H. F. Taintor	Traveling expenses, December 1, 1871, to April 1, 1873.	237 18 ✓
"	18	H. F. Taintor	Investigating fraudulent accounts, March, 1873.	650 00 ✓
May	2	Arthur E. Smith	Clerk to Taintor, April, 1873.	166 66 ✓
"	10	H. F. Taintor	Investigating frauds, etc., April, 1873.	650 00 ✓
June	3	Arthur E. Smith	Clerk to Taintor, May, 1873.	166 66 ✓
"	7	R. G. Hatfield	Examining accounts of J. H. Keyser, May, 1873.	168 09 ✓
"	27	H. F. Taintor	Investigating frauds, etc., May, 1873.	675 00 ✓
"	30	Arthur E. Smith	Clerk to Taintor, June, 1873.	166 66 ✓
July	19	H. F. Taintor	Investigating frauds, etc., June, 1873.	625 00 ✓
Aug.	2	R. G. Hatfield	Examining accounts of J. H. Keyser, June, 1873.	100 79 ✓
"	14	H. F. Taintor	Investigating frauds, etc., July, 1873.	675 00 ✓
"	12	Arthur E. Smith	Clerk to Taintor, July, 1873.	139 78 ✓
Sept.	2	Arthur E. Smith	Clerk to Taintor, August, 1873.	166 66 ✓
"	19	H. F. Taintor	Investigating frauds, etc., August, 1873.	650 00 ✓
Oct.	2	H. F. Taintor	Investigating frauds, etc., September, 1873.	650 00 ✓
"		Arthur E. Smith	Clerk to Taintor, September, 1873.	166 66 ✓
"	10	George T. Curtis	Professional services, from January 1 to November 14, 1872.	4,571 43 ✓
"		John K. Porter	Professional services, from January 1 to November 14, 1872.	3,428 27 ✓
Nov.	1	Arthur E. Smith	Clerk to Taintor, October, 1873.	166 66 ✓
"		H. F. Taintor	Investigating frauds, October, 1873.	675 00 ✓
Dec.	1	H. F. Taintor	Investigating frauds, November, 1873.	625 00 ✓
"		Arthur E. Smith	Clerk to Taintor, November, 1873.	166 66 ✓
"	8	John H. Strahan	Professional services in suits against Tweed and others	2,500 00 ✓
"	16	George T. Curtis	Balance due for professional services	5,428 57 ✓
"		John K. Porter	Balance due for professional services	4,071 43 ✓

DATE.	TO WHOM PAID.	FOR WHAT SERVICE.	AMOUNT.
1873.			
Dec. 31	H. F. Taintor.....	Investigating frauds, December, 1873.....	\$675 00 ✓
	Arthur E. Smith.....	Clerk to Taintor, December, 1873.....	166 66
1874.			
Feb. 2	Arthur E. Smith.....	Clerk to Taintor, January, 1874.....	166 66
	Henry F. Taintor.....	Investigating frauds, January, 1874.....	675 00 ✓
Mar. 2	H. F. Taintor.....	Investigating frauds, February, 1874.....	600 00 ✓
	Arthur E. Smith.....	Clerk to Taintor, February, 1874.....	166 66
April 1	Arthur E. Smith.....	Clerk to Taintor, March, 1874.....	166 66
	H. F. Taintor.....	Investigating frauds, March, 1874.....	650 00 ✓
" 30	H. F. Taintor.....	Investigating frauds, April, 1874.....	650 00 ✓
	Arthur E. Smith.....	Clerk to Taintor, April, 1874.....	166 66
June 1	H. F. Taintor.....	Investigating frauds, May, 1874.....	650 00 ✓
	Arthur E. Smith.....	Clerk to Taintor, May, 1874.....	166 66
July 1	H. F. Taintor.....	Investigating frauds, June, 1874.....	125 00 ✓
	Arthur E. Smith.....	Clerk to Taintor, June, 1874.....	166 66
" 3	H. F. Taintor.....	Expenses investigating frauds, June, 1874.....	555 00 ✓
" 13	H. F. Taintor.....	Traveling expenses, June, 1874.....	55 33
Aug. 4	H. F. Taintor.....	On account of fees in gathering additional evidence, July, 1874.....	4,500 00 ✓
" 18	Arthur E. Smith.....	Clerk to Taintor, July, 1874.....	166 66
Sept. 10	Henry F. Taintor.....	For payments made to E. G. Barrows and Jas. Graham, for services in July and August, 1874.....	600 00 ✓
	Arthur E. Smith.....	Clerk to Taintor, August, 1874.....	166 66
Oct. 3	Arthur E. Smith.....	Clerk to Taintor, September, 1874.....	166 66
" 5	James Graham.....	Clerk to Taintor, September, 1874.....	150 00
	Eugene G. Barrows.....	Clerk to Taintor, September, 1874.....	150 00
Nov. 2	Arthur E. Smith.....	Clerk to Taintor, October, 1874.....	166 66
	Eugene G. Barrows.....	Clerk to Taintor, October, 1874.....	150 00
	James Graham.....	Clerk to Taintor, October, 1874.....	150 00
" 14	H. F. Taintor.....	On account of fees for gathering evidence.....	750 00 ✓
" 28	John A. Robinson.....	Clerk to Taintor, July 1 to September 12, 1874.....	300 00
Dec. 1	Arthur E. Smith.....	Clerk to Taintor, November, 1874.....	166 66
	James Graham.....	Clerk to Taintor, November, 1874.....	150 00
	Eugene G. Barrows.....	Clerk to Taintor, November, 1874.....	150 00
" 29	H. F. Taintor.....	On account of fees for gathering additional evidence.....	6,500 00 ✓

838

1875.				
Jan.	5	Arthur E. Smith.....	Clerk to Taintor, December, 1874.....	166 66
April	6	L. B. Crane.....	For services in suits against George S. Miller.....	64 40
Oct.	2	H. F. Taintor.....	On account of procuring and presenting evidence of frauds.....	5,000 00 ✓
Nov.	12	H. F. Taintor.....	On account of procuring and presenting evidence of frauds.....	4,000 00 ✓
1876.				
June	3	H. F. Taintor.....	For services of self and assistants in case of Kellum vs. The Mayor, etc.....	1,000 00 ✓
Sept.	12	Geo. P. Webster.....	For services in relation to frauds prior to 1872.....	300 00
Oct.	18	H. F. Taintor.....	For balance and in full for services during year 1875 in Tweed case.....	5,885 65 ✓
"	21	Peter Mitchell.....	Retainer in suits growing out of the frauds.....	250 00
Nov.	3	Clifford O. H. Bartlett.....	Procuring evidence, etc., relative to frauds.....	150 00
"		E. G. Barrows.....	Services in October, 1876.....	150 00
"	4	Thomas F. Grady.....	Examining, procuring, and presenting evidence relative to frauds.....	100 00
Dec.	6	E. G. Barrows.....	Professional services.....	150 00
"		Thomas F. Grady.....	Professional services.....	100 00
"		E. S. Renwick.....	Services as expert "Navarro water meter claim".....	262 50
1877.				
Jan.	3	E. G. Barrows.....	Services in Jones case, December, 1876.....	150 00
"	8	Thomas F. Grady.....	Services in Jones case, December, 1876.....	100 00
"	11	Frank A. Pollard.....	Services as Stenographer, December, 1876.....	198 62
"	24	Robert L. Darragh.....	Services in Kellum case.....	75 00
"		Marc. Eidlitz.....	Services in Kellum case.....	75 00
Feb.	15	George P. Webster.....	Services in Jones case.....	250 00
"		E. G. Barrows.....	Services in Jones case, January, 1877.....	150 00
"	24	John G. Prall.....	Services as expert.....	75 00
"		Thomas F. Grady.....	Services in Jones case.....	50 00
Mar.	2	E. G. Barrows.....	Services in Jones case, February, 1877.....	125 00
"		Thomas F. Grady.....	Services.....	50 00
"	7	Elliott C. Harry.....	Services as Stenographer.....	229 35
"	9	Henry E. Davies.....	Referee's fees in Jones case.....	1,500 00
"	16	E. G. Barrows.....	Money disbursed in obtaining evidence in the Jones case.....	250 00
"	23	Elliott C. Harry.....	Stenographer's fees, Jones case.....	133 15
"	30	E. G. Barrows.....	Money disbursed in procuring evidence in the Jones case.....	250 00
April	1	E. G. Barrows.....	Services in Jones case, March, 1877.....	125 00
"	6	Thomas F. Grady.....	Services in Jones case, March, 1877.....	50 00
May	3	E. G. Barrows.....	Services in Jones case, April, 1877.....	75 00
"	21	Underhill, Bonyng & Adams.....	Services as reporters.....	196 80
June	1	Thomas F. Grady.....	Services in Jones case, April and May, 1877.....	100 00
"	1	E. G. Barrows.....	Services in Jones case, May, 1877.....	125 00

DATE.	TO WHOM PAID.	FOR WHAT SERVICE.	AMOUNT.
1877.			
June 29	E. G. Barrows.....	Services in Jones case, June, 1877.....	\$75 00
July 2	H. F. Taintor.....	On account of services in gathering, arranging, and presenting evidence in various suits in 1875.....	1,000 00 ✓
" 2	H. F. Taintor.....	In full for services in gathering, arranging, and presenting evidence in various suits in 1875.....	3,300 00 ✓
" 5	Thomas F. Grady.....	For services in Jones case, June, 1877.....	50 00
Aug. 2	E. G. Barrows.....	For services in Jones case, July, 1877.....	50 00
" 6	Thomas F. Grady.....	For services in Jones case, July, 1877.....	100 00
" 13	H. F. Taintor.....	On account of services in gathering, arranging, and presenting evidence in various suits in 1875.....	749 95
Sept. 10	Thomas F. Grady.....	Services in Jones case.....	100 00
" 20	E. G. Barrows.....	Services in Jones case, August, 1877.....	125 00
" 29	E. G. Barrows.....	Services in Jones case, September, 1877.....	125 00
"	Thomas F. Grady.....	Services in Jones case, September, 1877.....	100 00
Oct. 23	H. F. Taintor.....	On account of services in 1875.....	650 05
Nov. 1	E. G. Barrows.....	For services in October, 1877.....	125 00
"	Thomas F. Grady.....	For services in October, 1877.....	100 00
" 28	Thomas F. Grady.....	For services in November, 1877.....	100 00
"	E. G. Barrows.....	For services in November, 1877.....	125 00
		Total.....	\$101,917 47

JAMES M. VALLES, being sworn, testified as follows :

Q. You are employed as a clerk in the office of the Corporation Counsel ?

A. Yes, sir ; I am.

Q. Have you examined the register and records in the Corporation Counsel's office for the purpose of ascertaining the present condition of what are known as the " Ring " suits ?

A. Yes, sir ; I have.

Q. Is this paper the result of your investigation ?

A. Yes.

Mr. COLE—I will offer this in evidence :

THE ACTIONS AGAINST THE RING.

1869.

March 22. *The Mayor, etc., vs. J. W. Smith :*

Suit brought to recover \$5,235 for a pier, on agreement that was entered into that he should pay half the cost of this pier, No. 62, East river. Notice of trial for January, 1874.

1874.

July 10. *The Mayor, etc., vs. The Broadway Bank :*

Suit brought to recover \$6,504,000 ; still pending (appeal from order granting defendants a bill of particulars). Argued March 10, 1876. Not yet decided. J. C. Carter, Attorney.

July 18. *The Mayor, etc., vs. T. W. Roe & Co. .*

Suit brought to recover \$200,107.73, fraudulent bills for stationery, audited allowed by Board of Supervisors. On calendar and ready. W. H. Peckham, Attorney.

1874.

October 31. The Mayor, etc., *vs.* John O'Donnell :

Suit brought to recover \$352,235.16 for fraudulent bills for lamps and gas. Received order for bill or particulars, and No. of settlement on the 26th of April. Barlow & Olney, Attorneys.

October 31. The Mayor, etc., *vs.* Alexander Brandon :

Suit brought to recover \$22,373, for fraudulent bills, goods furnished the Bureau of Street Lamps. Notice of trial for October, 1876. Barlow & Olney, Attorneys.

November 5. The Mayor, etc., *vs.* Morgan Jones :

Suit brought to recover \$350,000 procured on fraudulent bills. Notice of trial for June, 1877. Awaiting proof from Mr. Taintor. Wm. C. Whitney, Counsel to the Corporation.

October 31. The Mayor, etc., *vs.* Archibald Hale, Jr. :

Suit brought to recover \$135,103.62, fraudulent bills, lamps and gas. On calendar October 10. Off term. Barlow & Olney, Attorneys.

November 5. The Mayor, etc., *vs.* Daniel Berrien :

Suit brought to recover \$175,000, amount of fraudulent bills for supplies to Department of Public Works. Summon served December 23, 1874. J. C. Carter, Attorney.

November 5. The Mayor, etc., *vs.* E. S. Merriner and Wm. M. Tweed :

Suit brought to recover \$500,000, received on fraudulent bills for hardware, etc. Received offer of Wm. M. Tweed to allow judgment to be taken against him for full amount. Returned. J. C. Carter, Attorney.

November 5. The Mayor, etc., *vs.* George S. Miller and Wm. M. Tweed :

Suit brought to recover \$500,000, received for fraudulent bills for lumber. Received offer of Wm. M. Tweed to allow judgment to be taken against him for full amount. Returned. J. C. Carter, Attorney.

1874.

August 27. *The Mayor, etc., vs. Wm. Haw, Edward A. Moore and Forbes Holland :*

Suit brought to recover \$200,898.61 and interest, January 1, 1870. Demurrer has been overruled and parties have answered. Case now on calendar for trial. W. H. Peckham, Attorney.

March 7. *The Mayor etc., vs. H. W. Genet :*

Suit brought to recover \$207,204.37 for fraudulent bills on Harlem Court House. Judgment entered March 4, 1876. John E. Parsons, Attorney.

August 6. *The Mayor, etc., vs. The Estate of Charles Vandervoort :*

Suit brought to recover \$145,166.50 for fraudulent bills on contracts to build Eighteenth Ward Market, still pending. E. D. Smith, Counsel to the Corporation.

1875.

January 16. *The Mayor, etc., vs. J. A. Moneghan :*

Suit brought to recover \$70,540.35 for fraudulent bills. Was admitted to bail on \$25,000, April 30, 1877. Peter Starr, Attorney.

The Mayor, etc., vs Edward Jones & Co :

Suit brought to recover \$496,173.75, amount received on fraudulent bills.

April 9. *People of the State of New York vs. Wm. M. Tweed, The Mayor, etc.*

To recover the amount of certain fraudulent bills paid in 1870 by R. B. Connolly, \$6,198,957.85. Verdict, March 8, 1876, for plaintiffs, \$4,719,940.35, principal, together with interest from September 1, 1870, to March 1, 1876, \$1,817,177.03. Total, \$6,537,117.38. Judgment entered February, 1877. Retained Peckham & Carter. Daniel Pratt, Attorney General.

1875.

April 12. The People of the State of New York *vs.* Margaret Watson, administratrix, and The Mayor, etc., of the City of New York:

To recover \$6,198,857.85, fraudulently had on audited claims received. Notice of entry of judgment October 21, 1876, for \$640,932.32. October 28, received decretal order. Daniel Pratt, Attorney General.

August 4. The People of the State of New York *vs.* John I. Walsh and The Mayor, etc., etc. :

Suit brought to recover \$462,848.59, on calendar March, 1877. Retained Barlow & Olney. Daniel Pratt, Attorney General.

August 4. The People of the State of New York *vs.* Thomas Coman and The Mayor, etc., etc. :

Suit brought to recover \$462,848.59, on calendar March, 1877. Retained Barlow & Olney. Daniel Pratt, Attorney General.

August 4. The People of the State of New York *vs.* Cumming H. Tooker:

Summons served August 20, 1875. August 4, retained Barlow & Olney. Daniel Pratt, Attorney General.

November 22. The People of the State of New York *vs.* Peter B. Sweeney:

Suit to recover \$7,132,598.29. Wm. C. Whitney, Counsel to the Corporation, appeared May 10. Jury struck to appear before 17th inst. Daniel Pratt, Attorney General.

November 20. The People of the State of New York *vs.* Wm. M. Tweed and The Mayor, etc. :

To recover the amount of 6 fraudulent claims for the amount of \$933,640.44. Received notice of offer of \$933,640.44, and interest from September 1, 1870. Judgment entered for \$1,409,558.28 November 27, 1877.

1876.

May 16. The People of the State of New York *vs.* R. B. Connolly and The Mayor, etc., etc. :

Suit brought to recover \$7,132,598.29. Received notice of judgment in favor of plaintiffs, and against the defendant R. B. Connolly, for \$8,534,260.83, entered on December 6, 1877. Retained W. H. Peckham. Charles F. Fairchild, Attorney General.

1877.

January 12. The Mayor, etc., *vs.* Ira A. Allen and Henry E. Stevens :

Suit brought to recover \$42,000, on fraudulent bills of defendants, for material furnished to Court-house Commissioners, 1869 and 1870. Wm. C. Whitney, Counsel to the Corporation.

The Committee then adjourned to Monday next, 24th inst.

THIRTY-FOURTH DAY.

DECEMBER 24, 1877.

Present—Alderman LEWIS,
“ COWING,
“ SLEVIN.

When the Committee came to order ex-Senator Thos. J. Creamer asked permission of the Committee to make a statement. The Committee acceded to his request ; and, after being sworn,

Mr. CREAMER said that he came here voluntarily, accepting the invitation from the Committee as given out through the press, and had not been subpoenaed. He simply wished to reply to some statements made by Mr. Tweed in the course of his testimony, and it was a very disagreeable duty for him to antagonize a man in his position ; particularly as he was one of the very few in the city who openly opposed Mr. Tweed, when he was in the fulness of his power. Mr. Tweed was reported to have said that he thought that Richard B. Connolly told him that he (Mr. Connolly) had made an arrangement with him (Mr. Creamer) for his vote on the charter of 1870. He wished to say that if Connolly told him anything of the kind it was false ; and if the Committee would permit him he would like to state, having

been a member of the Legislature at that time, and having been a member of the Committee on Municipal Affairs for four years, that a false impression prevailed concerning the reason why 30 of the 32 members voted for that charter. Mr. Tweed stated what arrangements he had made with the Republican members, so as to have them vote for it on its final passage. Some kind of a charter had to be passed, and the charter that was passed at that time was the only kind of a charter that could be passed. There was not a man in that Senate who cared anything for his record in the future who did not vote for its final passage. He offered eleven different amendments to it, the adoption of any one of which would have entirely changed its character. At that time the Senate was composed of eighteen Democrats and fourteen Republicans, and all matters pertaining to cities were left generally to the representatives of the section of country for which legislation was intended; but as regards New York city, the delegation was divided. He was opposed to Mr. Tweed, and was the chairman of a meeting held by the young Democracy at that time. Three out of the five Senators from New York opposed, not Tweed or Sweeney, but the concentration of power in the hands of a few men here in New York. The friends of the charter included all of the Democratic representatives outside of the City of New York, fifteen in number. All that was necessary was to obtain two of the three additional Democrats, and then there would have been no occasion to ask the Republicans to vote for it in order to pass it. It would have been a very cheap thing for Tweed or any one else to have given two or three Democrats one-quarter of the amount expended on the passage of the charter, if they had been purchasable, for then it would not

have been necessary to enter the ranks of their political opponent. So much for the manner in which the charter was passed, but he would further say that that charter was good enough in its way, if it had been properly administered. The cause of all the trouble was section 4 of the charter and the tax levy of 1870. He moved to limit the amount in that section to one million of dollars, but that was voted down on the ground that if that sum had been inserted, there would be a million of dollars expended; but it would have been a fortunate thing for the city if that amendment had been adopted. As regards the statement concerning Harlem Bridge—

Q. (By Alderman COWING)—Did he mention your name in connection with that?

A. Yes, sir; he said that Mr. Roach, who had the contract for building that bridge, had employed me to look after his interest?

Q. (By Mr. COLE)—How are you connected with the Harlem Bridge testimony?

A. Mr. Tweed says that I and Mr. Roach had a corrupt arrangement. The statement was false. Mr. Roach applied to me in 1867, stating that he never could finish that bridge if he had to go through the Albany ordeal every time that he had to ask for an appropriation to build it. On every occasion that he had got an appropriation inserted, it was stricken out. It was a very difficult thing to amend the tax levy except by reducing the amounts. Mr. Roach had over one thousand men in his employ, and it was a politic thing for any one who sought favor at the ballot-box to be on friendly terms with any one wielding so many votes, particularly at election time, but the allegation that he had paid me for any vote in 1868 or 1869 was untrue. In reference to that his memory was

sadly at fault, for the statement is as ridiculous as it was false. The city government could not go on without some kind of a tax levy. I voted for a tax levy every year, and never knew of any one being suspected as having been paid to vote for it. I am perfectly content to stand upon my record, and if there were nothing else against it except what Dick Connolly thought or Bill Tweed said, I have no reason to feel any concern.

Q. (By Mr. COLE)—Was it not possible to amend the tax levy?

A. Yes, sir, at all times.

Q. When you say it was necessary to pass a tax levy, you mean it was necessary to pass some kind of a tax levy?

A. Yes, sir.

Q. Did you ever know of any one being induced to vote for a tax levy by having been paid money to do so?

A. I never knew of a case, but there was a common rumor that it had been done. The New York representatives were always willing to vote for a tax levy.

Q. Don't you think, Mr. Creamer, that a great many items in the tax levy were fraudulent?

A. In connection with subsequent developments I think a great many were.

Q. Was it not a common rumor that there were?

A. I have said so.

Q. Was it not the practice with these fraudulent tax levies, that every member who had an interest to promote, or who desired to have this man or that man get an office, would put in directly or indirectly some items in furtherance of their little jobs?

A. No, sir; I think that is very wide of the mark. For instance, there were very few men in New York who

dared to vote against the tax levy—very few who would exercise such independence. I have no doubt every tax levy contains excessive appropriations. Tax levies always do contain items of that kind, whether in Albany or in Washington; but such items are not always apparent as frauds, and members who may have voted to reduce or strike out items which they deemed excessive may have subsequently voted for the passage of the levy as a whole, though it contained the items they had ineffectually opposed, because its passage was an absolute necessity. In the light of subsequent developments I cannot say that I ever knew of an absolutely fair and just tax levy being passed. I don't suppose there ever was an appropriation of \$500,000 got for this New York Court House, for which \$150,000, and perhaps more, had not to be paid to get it through. Seven-eighths of the chairs and carpets credited to the Court House you will find scattered in nearly every county, town and village in the State of New York, through some country representative who went down to Albany to make something out of New York. The Democratic party is not responsible for the improper legislation of 1870, for the country members of both parties acted with a minority of the New York delegation to carry their measures.

Q. If, as you say, the representatives from New York voted generally for the passage of a tax levy, where were the members from who had to be induced to vote for it?

A. I think, sir, if some of the members who represent the third House were before the Committee they could give you that information.

Q. Don't you think that a great cause of the evils that New York has suffered from is that the members from

the city of New York had not control over the legislation affecting the interests of this city?

A. I think so; but have always said that both parties were to blame,—the bad legislation—the one as much as the other.

(By Alderman COWING)—Is it not a fact that all tax levies had more or less fraud connected with them?

A. No doubt. I never knew one yet that had not some. In the case of appropriation bills at Washington there was generally.

Q. Leaving Washington out, was it not a fact that at the time of the passage of these tax levies various provisions were added to them in which there were fraudulent items?

A. That may have been, but some kind of a tax levy must be passed.

Q. Do you remember any tax levy which you could pronounce to be a fair and just one?

A. Some of them were excessive, I think.

Q. I understand you to say that members voted for the tax levy because they were looking for preferment or some personal interest?

A. That was one motive for their action, and another was that it was necessary to pass some tax levy.

Q. You said that some of them showed items that were excessive?

A. Yes, sir; I don't suppose that there ever was an appropriation asked for of \$500,000 that they had not to spend \$150,000 to get it through.

Q. I understand you to say that there was a division amongst the members from the city of New York?

A. Yes, such was the fact.

Mr. Edlestein, who was present as counsel on the part of Mr. Tweed, here asked if Mr. Creamer intended to say that Mr. Tweed spoke falsely in testifying that Mr. Connolly told him that he had given money to Mr. Creamer for his vote ?

Mr. Creamer replied that he did not impute falsehood to Mr. Tweed, but if Mr. Connolly told him so, he told him what was untrue.

(By Alderman COWING)—Were not both parties responsible for putting these jobs into the tax levy ?

A. I think they were. There were but few of the Democrats who dared to act independently. As for the Republicans, they never assumed to make such slaves out of their representatives as the Democrats did. Had the Republican party been decided and strong it could have made the passage of the charter impossible and the same might be said of the tax levy. Both parties were responsible for them.

Q. But had not the Democratic party control in this city ?

A. Yes, that is so ; but I know that the Republican party, by bargains which they made, elected the last Mayor of New York. He would have this reformed altogether. Reform in the hands of a great many was a humbug.

H. F. TAINTOR was recalled :

Q. (By Mr. COLE)—When were you first employed in these Ring suits.

A. In regard to that matter I desire to say that I have prepared a document which is intended to be a history and review of the whole case. A reply to all questions that may arise out of my connection with these suits. I desire to submit that document to the Committee, and request that it be taken as a part of the evidence.

Q. At what time were you first employed by the Finance Department

A. I desire to say this, that if I am to answer questions here, I am unable to do it; and I see no necessity for it, as I have made a reply in that document.

Alderman COWING—You can't anticipate the questions that may be put to you.

A. I am physically unable to sit here and answer questions, and I would not have come did I not fear it might be said I had stayed away from other motives. I have sworn to the correctness of this document which I have prepared, and which was submitted on yesterday to the Committee, but declined to be received by them, I have no desire to withhold any information in my power from the Committee, but when I have, at their request, prepared with great labor and comprehensiveness a statement like this, I do not see the necessity of going over the ground a second time.

Q. (By Alderman COWING)—You say that you have been ill?

A. Yes, sir; since Friday evening.

Q. Is your ailment chronic?

A. I had an attack of a similar kind about two years ago, and I was very ill for a long time after that.

Alderman LEWIS informed the witness that unless he was physically unable to go on, he should have to testify, and answer the questions put to him.

Q. (By Mr. COLLE)—When were you first employed by the Finance Department in preparing evidence in these Ring suits?

A. I have been engaged in the preparation of evidence in these Ring suits since December 1, 1871.

Q. Who employed you?

A. Mr. Green, the Comptroller.

Q. Under what arrangement were you employed—what was your compensation to be?

A. There was no arrangement made at that time, nor for two or three months after that.

Q. When was it made?

A. I think it must have been early in 1872.

Q. What was that arrangement?

A. I was to receive \$25 a day.

Q. How long did that last?

A. I think it continued up to May or June, 1874.

Q. Then, was there a new arrangement?

A. Yes, sir.

Q. What was the new arrangement?

A. That I was to receive my compensation according to the value of the services rendered, considering the interests involved.

Q. Well, now, from the early part of 1872 to July 1, 1874, as I make it out, you were employed by the Finance Department at a compensation of \$25 a day?

A. No, sir.

Q. Well, state the facts over again?

A. I think it was some time in May or June.

Q. Your last payment at \$25 a day, was on the 5th day of June, for fifty-six days immediately preceding?

A. That was not the 1st of July; I presume that is correct.

Q. Will you state whether the tabulations you made concerning these Ring frauds, were made prior to or subsequent to June, 1874?

A. There were all made subsequently.

Q. What were you engaged in from the time that you entered the service of the city down to the 5th of June, 1874?

A. The matters before the Grand Jury took up the most of my time, and the procuring of evidence from the different banks from time to time, and laying the foundation for the proceedings in the suits about to be commenced, in gathering evidence generally.

Q. Gathering data?

A. Yes, also in the criminal suits.

Q. Was there any time spent in criminal suits?

A. The criminal matters required a great deal of time. Sometimes they were based upon a single item. In the course of my investigation I realized in 1873 the great responsibility that rested upon me, that the lawyers based their cases almost entirely upon the evidence that I by my ingenuity and perseverance had gathered, and I felt that there should be a better recognition of my services, and that the compensation I was receiving was entirely inadequate. I made up my mind, therefore, as soon as the time and conditions were favorable, to withdraw from all this business, unless there was a better recognition of my services, and the compensation more in accordance with their worth. I wrote to the Comptroller on the sub-

ject, and Mr. Green, after consideration, consented to a new arrangement,

Q. Between June 5, 1874, and December 31, 1874, were there any extraordinary services rendered by you?

A. I don't know.

Q. What I mean is this. Up to June 5, 1874, were you regularly on the pay-roll of the Finance Department?

A. No, sir; not all the time.

Q. The latter part of the time you were regularly on the pay-roll, at \$25 a day?

A. I will say to you that I was not on the pay-rolls.

Q. The first part of the time you were paid at the rate of \$25 a day, afterwards it was so much a month; so that virtually you were all the time on the pay-rolls?

A. There was a portion of the time that I did not make any charge.

Q. Yes, but from October, 1873, when you went on the pay-rolls, down to the 5th of June, 1874, you were regularly on the pay-rolls, at \$25 a day?

(No answer.)

Q. Between the 5th day of June, 1874, and the 31st of December, 1874, do you know of any extraordinary service that you rendered?

A. No, sir; I cannot recollect what I did during that time, but if I remember correctly it was in October or November of that year that I began the solution or analysis of the county payments and warrants.

Q. Well, my meaning is this: On the 31st of December, 1874, you received \$6,500, which must have been for services performed from the 5th of June, 1874, to December 31st, 1874. My object is to know what services were performed by you during that time?

A. If I remember aright I asked Comptroller Green (I have not the letter with me) for a certain sum which he—I don't know—I cant say now in what light it was considered then, but I said I am entitled—you may call it a retaining fee in these matters—if I had been a lawyer it would have been called a retaining fee, and I suppose it would be considered as that.

Q. Then, if you stated in your voucher that your claim for \$65,000 was for services rendered in the Roe and Monaghan case and fifteen other cases you meant for services to be rendered and not for services that had already been rendered?

A. I cannot say--I don't know what was in my mind.

Q. Before this you were regularly in the employment of the city at \$25 a day, and now you received a great deal more than that?

A. That I cannot say. Whatever I received was in accordance with my agreement with the Comptroller.

Q. Have you that document?

A. It is at my house. There never was any written reply to it.

Q. When did you complete your tables, as printed in this evidence in the case of Woodward and others?

A. They were completed in that form about July, 1875—in the form in which they are submitted there.

Q. When did you really arrive at the facts—was it when these affidavits were made?

A. I did not arrive at the facts until early in the year 1875, and they were put into that form subsequently to that time. I think it was in the summer before that they were completed.

Q. After that, after these facts were put into that form, will you state to the Committee what other services you have rendered in these suits?

A. I have prepared the whole matter in a documentary form here; I cannot tell off-hand what I have done at any stated time, and when you put a question to me I have to think and refresh my memory; I object to answering any questions to which I am able to give only an imperfect, incomplete, and inadequate statement of what I have done about these matters.

Mr. LEWIS—The object in view in putting these questions is to get at the facts in the shortest way possible.

[The witness stated that he had left a sick bed in order to present his statement to the Committee, and that he was really too sick to go on with the examination, and must therefore object to answering any more questions; that the document which he had prepared contained a full account of his investigations of the Ring frauds. He thought that he should be allowed the privilege of having counsel to advise him as to his rights, if he were to be subjected to any further examination.]

Mr. COLE—Will you answer my question?

A. I tell you that it is impossible for me to give a complete answer, or any adequate idea of what I did during that time.

Mr. COLE (to the Committee)—If the Committee expect me to examine this witness they will have to take measures to compel him to answer. Otherwise I shall have to retire from the matter.

Mr. LEWIS (to witness)—You must answer the question.

Mr. TAINTOR—I would like to ask the Committee a question. I would like to ask if they will receive the document I have prepared referring to these suits? If so, it would save a great deal of time. It is as complete as I could make it, and it would answer all the purposes of my examination by the Committee.

Mr. LEWIS—You cannot tell what questions will be put to you by counsel, and, therefore, your written statement would be useless as an answer to them.

Mr. TAINTOR—I can see from the questions already proposed what they are likely to be.

Mr. COLE—I cannot submit to a running argument of the nature of a wrangle with this witness. He will either have to answer or the Committee must take steps to compel him to do so.

Mr. LEWIS—I have said that the witness must answer the questions.

Q. (By Mr. COLE)—Now I understand you to say that you do not know what specific services you rendered between June 5, 1874, and December 31, 1874?

A. I cannot give you a complete answer to that question, and everything that I have done is specified in that document.

Q. Can you give no notion to the Committee what services you rendered?

A. No, sir.

Q. Do you know whether your services were different in kind or quantity from the services which you had previously rendered?

(No answer.)

Q. Was there any essential difference, either as to their quality or the time employed in them, between the services rendered by you from the 5th of June, 1874, to December 31, 1874, and the services which you had previously rendered?

A. They might have been of greater importance. The services were of very great importance.

Q. Did these services in the cases of Roe and Monaghan, and fifteen others, for which you received \$6,500—were they rendered subsequent or prior to that period?

A. That was part of the fee which I asked, and if I had been a lawyer, you would call it a retaining fee.

Q. Was the retaining fee for the past or for the future?

(After a pause.)

A. For the future, if my memory is right.

Q. If you stated in the vouchers that they were for services in the Roe and Monaghan cases and fifteen others, you meant for services to be rendered?

A. I do not know how I did mean it. I told the Comptroller that I did not wish to go ahead in those matters unless my compensation was increased, and he consented to a new arrangement.

Q. You had been receiving pay at \$25 a day up to the time you put in this bill for \$6,500—now in the light of that bill I want you to state when the services were rendered?

A. I cannot tell you; I cannot give you an answer. I have not prepared my mind or thought of it.

Q. I see that on October, 1875, you received for services in the same cases another fee of \$5,000—do you know at this time what services were rendered in those suits for that fee?

A. No, sir.

Q. In the next month you received in the Tweed case and several other cases, another fee of \$4,000—have you any idea at all of what services were rendered subsequent to the 5th of June, 1874, as distinguished from the services which had been rendered prior to that time?

A. I can tell you this, that the whole of the labors assumed a very much more important character. Most of the actions were commenced during that time. During that year I had run in debt \$2,500 for clerk hire. When I was in want of money Mr. Charles O'Connor offered to lend me \$5,000 on my note, but I declined it. Subsequently, however, I accepted a loan of \$2,500 from him, for which I gave him my note, and I used that money to pay my clerks. Out of the \$9,000 in those two items I think I received about \$4,000 for my own services and \$5,000 for my clerks.

Q. You never put in vouchers for clerk-hire up to that time?

A. I paid my clerks, but don't know that I ever put in any charge for them.

Q. There were several large sums for clerk hire in those bills?

A. I don't know whether I put in any vouchers for clerk-hire or not, but I certainly did not do it till 1875.

Q. What services did you render in the Watson suit which could be distinguished from the general services you did in all the other suits. What services were peculiar in that suit.

A. In that suit I unlocked the money which was in the hands of the Trust Company, and which they never would have got otherwise.

Q. Do you know how much money you got in that suit?

A. \$21,000.

Q. \$21,263?

A. I didn't get my pay for a year.

Q. Now, can you tell what services were rendered in the Tweed case, as distinguished from the Watson case, for instance?

A. The Tweed case was based on entirely different grounds.

Q. Didn't the preparation for the one necessarily involve the preparation for the other?

A. No, sir; by no means. Mr. Chairman, I feel that I can answer no more. I am physically unequal to go ahead, and I cannot see the necessity for this thing. It takes me some thought to go into these matters, and I am physically unable to do it. I hope therefore the Committee will excuse me. I don't ask anything from sympathy. I have been perfectly willing always to make a statement of my knowledge and connection with these matters; but, when I have done all I could in preparing this written document on the subject, I cannot see the necessity or propriety of this proceeding. I shall therefore decline to answer any other questions until I consult counsel. I do not wish to be tortured.

Alderman LEWIS—You must answer the questions put to you by the Counsel, unless you are too ill to do so.

Mr. TAINTOR—I don't refuse to answer on that ground.

Mr. COLE—That is the only ground upon which you can be excused.

Mr. TAINTOR—I believe I have already answered the question specifically.

Alderman COWING—Now, Mr. Taintor, are you really too sick to go on to-day. If so, we will stop the examination until you feel able to testify.

A. I am very ill, indeed; I don't know what to say about it. I don't like to give up in consequence of being sick.

Mr. COLE—The witness has spoken of an agreement with the Committee to prepare a statement, and that I wished him to draw up such a statement. There has been no such agreement whatever with this Committee nor with the Counsel, and I see no reason why this witness should be placed upon a different footing from any other witness. I told him so a few days ago. When giving his testimony some time ago he said that it would take a month to enable him to furnish the requisite information. He has been allowed two months for that purpose, and he could now answer these questions if he chose to do so. If he will say that he cannot answer them there is an end to the matter. State Senators, Comptroller, and ex-Comptrollers, and some of the most prominent citizens have not felt it beneath their dignity to appear before this Committee and give their testimony; and there is no reason why the witness would claim to be exempted from this duty. There is no reason why he

should not answer any question put to him, unless his answer could tend to criminate himself. He does not put his refusal, however, upon that ground.

Q. (By Alderman COWING)—Here is a tabular statement, from which it would appear that you received from the city \$80,000?

A. That is incorrect.

Q. How much is it incorrect—point out where it is wrong?

A. If you take from that about \$12,000 which I had to spend in the service of the city necessarily, for clerk hire, etc., the balance might have been paid to me for services rendered.

Q. How much would you deduct?

A. \$12,000, which would leave about \$68,000 that I received.

Q. And the rest is disbursements?

A. Yes, sir.

Q. (By Mr. COLE)—State whether part of this \$68,000 was charged for services before June 5, 1874?

A. I asked the Comptroller for a contingent sum, feeling that it was right that I should do so consequent upon the increased responsibility and labor that arose in the prosecution of the suits; and if you take the first two or three vouchers they were regarded as part of that fee. If you want to find out the value of my services ask Mr. O'Connor, Mr. Green, Mr. Peckham or General Barlow, and they will tell you.

Q. If you would answer my questions, Mr. Taintor, a great deal of time and trouble would be saved. Will you answer the question or not? What services were rendered by you in the Tweed case subsequent to the 5th of June, 1874?

A. I cannot give you a proper or adequate answer to that.

Q. Can you state what services were rendered in the Ingersoll case?

A. I cannot give an answer which will be sufficiently comprehensive or adequate.

Q. Didn't the services which you rendered prior to June 5, 1874, consist of an examination of the evidence in all these cases?

A. It did not, sir.

Q. What cases were not examined?

A. I cannot tell you, sir.

Q. Can't you state what services were rendered prior to that?

A. I cannot tell.

Q. By saying you cannot tell, you mean that you cannot state it in a detailed form?

A. I cannot give a specific answer.

Q. Can't you state what class of services you rendered?

A. No, sir; there were a great many classes of service.

Q. Can't you state them?

A. No, sir; I cannot tax my mind to remember them.

Q. By saying that—do you mean to say that you are too ill to answer?

A. No; I don't mean to be excused on that account.

Q. Are you able, physically, to go on with this examination?

A. I am not; but I don't wish to be excused on that account.

Q. Here are the vouchers and here is a detailed statement for all the services you rendered. I want you to take these and examine them and say whether you are able to state if you have rendered any services in these

cases subsequent to June 5, 1874, in addition to those that you rendered prior to that time. Look over that paper and see if it is an accurate statement (handing witness a statement)?

A. I am unable to examine these vouchers to-day, I could not answer such a question as that in a week. It would be impossible for me to do so from the very nature of the case.

Q. (By Alderman COWING)—Can't you state at this time what services you performed from 1872 to 1874 as well as those for which you received \$25 a day?

A. It is impossible, from the very nature of the case.

Q. Can't you give some idea of the nature of the services?

A. I cannot; I was everywhere in those days—wherever I could obtain a clue to any evidence, examining records, and going around generally.

Q. What suits were you engaged in?

A. There were very few suits then commenced.

Q. Were there any particular cases in which you were engaged?

A. They were principally cases before the Grand Jury, but I was engaged generally in hunting up evidence.

Q. Is it not a fact that all the information which you used after 1874 was acquired previous to that?

A. No, sir.

Q. Those two years that you were engaged was not sufficient to obtain the requisite information?

A. No, sir; I have not got through with it, yet.

Q. What is the last matter in which you were engaged?

A. I would just as lief not state it. I have met with very great obstacles in the course of my researches, and I think it would not be advisable to say anything about it now.

Q. If you should appear in any other suit pending, are you to be paid for it besides what you have been paid for the services you rendered?

A. There are some suits, as I said the other day, for which I have not received any pay.

Q. Which ones are they?

A. I haven't them all in my mind. There is the case of Morgan Jones, Roe & Monaghan, and three or four others that I have not now in my mind. I will tell you here you can find it out—in these vouchers.

Mr. COLE then offered in evidence a tabular statement of the vouchers referred to, containing the amounts of money received by Mr Taintor at different times, and the services for which he was paid.

Mr. A. H. GREEN, ex-Comptroller, was then called to the stand and, having been sworn, testified as follows:

Q. You were Comptroller of the City of New York from what date to what date?

A. From November 6, 1871, to December 7, 1876.

Q. Did you employ H. F. Taintor, in the year 1872, in connection with the examination of the Ring frauds?

A. Mr. Taintor was engaged in that examination before I went into office; I should think in 1872.

Q. Was it by your appointment?

A. I desire to speak from the record, and the official data in the Comptroller's Office shows the date of his employment. I would like to look at that before testifying as to the time.

Q. Did you employ him?

A. I think he was upon the pay-roll.

Q. Had you any conversation with him, or did you employ him?

A. I had some conversation with him.

Q. Have you any recollection of having employed him?

A. I think he was employed in ferreting out the Ring frauds.

Q. Have you any recollection as to whether you employed him or not?

A. I should think I did employ him.

Q. Have you any recollection of the terms of that employment? How much was he to receive?

A. I have not.

Q. He did receive, in point of fact, from the early part of 1872 to the 5th day of June, 1874, the record shows a fixed salary at the rate of \$25 a day; and after the 5th day of June to the 1st of October, 1874, he was regularly on the pay-roll of your department at a compensation of \$25 a day. Subsequent to June 5, his name no longer appears there, but his compensation consisted of fees for services in certain cases. Have you any recollection of the circumstances connected with his being transferred from the pay-roll and being paid a *quantum meruit*?

A. Generally speaking, I found when I came into the office that he was engaged in investigating the Ring frauds. Some time after that I think he wrote me a letter, which I suppose is on file, declining to serve any longer in those cases on the terms which he had heretofore received. I think there were two letters. Then I had some conversation as to his compensation and I think the result was that a *quantum meruit* compensation was agreed upon. He desired himself to make this arrangement and I think I consented to it.

Q. What was it—what was the arrangement?

A. I think it was expressed in the letters.

Q. What was the general nature of the arrangement?

A. It was substantially, I think, to receive compensation in each case.

Q. On the 31st of December, 1875, he presented a bill for services in the case of Roe and Monaghan, Ingersoll and others, aggregating \$6,500. Now, have you any knowledge at all as to whether the services which he charged for, and was paid for in those cases, were performed prior to the 5th of June, 1874, or not?

A. I could not state from my recollection.

Q. His vouchers here show the fact to be so?

A. Well, I know that I should never have paid his bill without being satisfied that it was correct; but I have no recollection of the transactions.

Q. You were cognizant personally of the kind of services that he rendered during the time that he was upon the pay-roll?

A. He was examining the accounts of persons who had made or who made claims against the city, as also the cases in which the city had brought suits, facilitating the labors of the Comptroller's office, the Counsel for the Corporation, and the Bureau of Municipal Affairs, assisting all those engaged in the prosecution of the members of the "Ring," which was then in the hands of Mr. O'Connor, Mr. Peckham, and Mr. Barlow.

Q. He was engaged in looking up evidence in the Ring suits?

A. I suppose that definition will generally apply to his employment.

Q. Are you able to state from your knowledge of the methods employed by Mr. Taintor whether the prepara-

tion of the materials to be used in these different suits was in an advanced condition prior to 1874?

A. I have no doubt that he had been engaged in them before that, but as to the stage of advancement in which they were, I could not state.

Q. Was not the percentages which each one got elaborated before that?

A. In some cases I think they had, in others not. He had a special function to perform, and he was invested with a very wide discretion.

Q. At the time that he was employed in the Finance Department was he exclusively employed in this business?

A. Yes, sir, so far as I know.

Q. Can you state more specifically than you have done, the nature of the second agreement which you made with him?

A. I should not. I don't think I can.

Q. You simply know that the basis of compensation was to be changed, and that he should be paid for the suits in future as they came along?

A. That was the general character of the agreement.

Q. At the time that he presented this bill (handing it to witness)—please read that so as to refresh your memory. What I want to know is this, did you consider when you approved that bill, that you were paying him for all his services up to that time?

A. I could not say that that would cover all his services up to that time. I would not be willing to say that it did.

Q. Well, in those cases specified in the bill?

A. I cannot say that I have any particular memory of it except what the paper itself shows.

Q. What previous employment was Taintor in when he came into your employment?

A. I don't know; I think he was in some bank business.

Q. He swears on one of these vouchers that he was a stock broker?

A. I don't know.

Q. Did you find him in the office when you came in?

A. Yes, sir; I found him in the office. I think Mr. Tilden engaged him. I found him engaged in the examination of these matters when I entered on the duties of the office, and it was his knowledge and experience that continued him in the employment.

The Committee then adjourned, subject to the call of the President.

CC
2/28/39.